

A GOLD BOOK BROKER

Dear Prospective Carrier,

Thank you for your interest in becoming an approved carrier for ARI Logistics. The following items are necessary to complete the approval process. You will not receive a rate confirmation and trucks can not be dispatched until the approval process has been completed.

Please fax the following items to (205) 939-4941 as soon as possible

- Broker / Carrier agreement** – Signed & dated by an officer or manager of the company.
- Copy of Operating Authority (MC #)**
- W 9** – Signed and dated
- Carrier Profile** – This allows us identify loads that are appropriate for your fleet to better serve you.
- Certificate of Insurance** – Listing ARI Logistics, LLC as a certificate holder.
Minimum coverage requirements:
 - Auto Liability - \$1,000,000
 - General Liability - \$1,000,000
 - Cargo Liability - \$100,000
 - Workers Compensation – As required by law
- Hazardous Material Authority/ Certificate** – If applicable.
- Direct deposit form** – For payment of freight invoices.

Physical Address/Mailing:

ARI Logistics LLC,
600 Century Park South Suite 200
Birmingham, AL 35226

Ph: 205-939-4566 **Fax** 205-939-4941

Dispatch E-mail: info@ari-logistics.com

Accounting E-Mail: accounting@ari-logistics.com

MC#: 640557

SCAC: ARQL

Federal ID#: 26-2135488

BILLING REQUIREMENTS

ALL invoices will be paid via Direct deposit.

To ensure prompt payment, ALL invoices must contain the ARI load number and be accompanied by a signed POD/BOL & Rate confirmation.

ARI Logistics is a **GOLD BOOK BROKER** and proud member of the Transportation Intermediaries Association

www.ari-logistics.com



We are a GOLD BOOK BROKER

STANDARD PAY TERMS – 14 Days

ALL freight invoices will be paid in 14 days from receipt of invoice and necessary paperwork. **ALL** payments will be made via ACH / Direct Deposit in order to reduce cost and increase YOUR cash flow. Please complete the following bank routing information to ensure prompt payment:

<div style="display: flex; justify-content: center; gap: 10px;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> </div> <p style="text-align: center; margin-top: 5px;">{ Routing & Transit Number }</p>	-	<div style="display: flex; justify-content: center; gap: 10px;"> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> <div style="border: 1px solid black; width: 30px; height: 30px; display: inline-block;"></div> </div> <p style="text-align: center; margin-top: 5px;">{ Account Number }</p>
--	---	--

BANK NAME: _____ [] Checking Acct [] Savings Acct.

Remit to E-mail: _____

Carrier References

GreatWide Truckload Mgt. Mooresville, NC 704-235-3728	Admiral Merchants Motor Minneapolis, MN 612-332-4819
Mason Dixon Lines Warren, MI 800-433-1902	Jones Motor Spring City, PA 800-621-0502

Bank Information

Regions Bank
 P.O. Box 11007
 Birmingham Al 35203
 Debby Stewart
 205-264-5074

Fax to (205)939-4941 to ensure prompt payment.

Carrier Name _____ A/R Contact _____

MC # _____ Title _____

Phone _____ E-mail _____

Fax _____



CARRIER PROFILE

To better serve you, please complete profile and fax back to 205-939-4941

Company: _____ MC # _____

Physical Address _____

City _____ State _____ Zip _____

Primary Contact _____ Title: _____

E-mail _____

Local Phone _____ Fax _____

Toll Free _____ After Hours _____

Remit to Address Company: _____

Address: _____

City _____ State _____ Zip _____

Company Type: (Please circle) Corporation LLC Partnership Sole Proprietor

of Company Drivers _____ # of Owner-Operators _____ # of Tractors _____

TRAILER TYPES (please list quantity)

48' Dry Van _____	48' Flatbed _____	RGN _____	Bulk-Wet _____
53' Dry Van _____	53' Flatbed _____	Multi Axel _____	Bulk- Dry _____
57' Dry Van _____	Step Deck _____	Conestoga _____	Curtain Side _____
48' Reefer _____	Double Drop _____	Landoll _____	Straight Trk _____
53' Reefer _____	Stretch Trailer _____	Hot Shot _____	_____

Please Check all service your company provides:

Haz-Mat Certified _____	Lifgate trailers _____	Power Only _____
SmartWay Partner _____	Team Service _____	Blanket Wrap _____
Pallet Exchange _____	Drop Trailers _____	TWIC cards _____
Partial shipments _____	Air-Ride trailers _____	Side Kits _____
Over-dimensional _____	Satelite tracking _____	Warehousing _____

Where do you need additional freight?
 Example: Z3 to Midwest, TX to NC/SC, Z1 to Z9

_____ to _____
 _____ to _____
 _____ to _____
 _____ to _____

Service Area: (circle all that apply)

All 48 States	DAT Zip Zones		
	Z 0	Z 1	Z 2
Canada	Z 3	Z 4	Z 5
Mexico	Z 6	Z 7	Z 8
Intra-state only		Z 9	

Would you like to receive a daily copy of our available load list? YES - By fax By E-mail

Broker – Carrier Contract

This Master Transportation Contract (hereinafter referred to as "Agreement"), effective as of _____, is made by and between **ARI Logistics, LLC** (hereinafter collectively referred to as "Broker"), Permit No. MC 640557, and _____ (full carrier legal name) located in _____ (city, ST), a licensed motor carrier authorized by Permit No. MC _____, that provides transportation and related services under contract (hereinafter referred to as "Carrier"), and their respective customers (hereinafter collectively referred to as "Customer").

The parties do hereby enter into this contract pursuant to 49 U.S.C. 14101(b) for the purposes of providing and receiving specified services subject to specified rates and conditions, and under which the parties intend to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act and all amendments thereto, including the ICC Termination Act and Title 49 of the United States Code and all corresponding regulations, to the extent that any provision therein is inconsistent with any of the provision of the Contract. In consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

General Business Covenant

1. Term – the term if this Agreement shall commence on the Effective Date and shall continue thereafter from year to year until terminated by either party, with or without cause, on thirty (30) days prior written notice at any time and shall renew for successive one year periods without the proper notice by either party hereto.
2. Independent Contractor – carrier understands and agrees that Carrier is an independent contractor of Broker and that Carrier has exclusive control and direction of the work Carrier and its drivers perform pursuant to this Agreement and each Tender Document. Carrier represents that it is registered with FMCSA as a motor carrier in interstate, intrastate, and/or foreign commerce and is in all respects qualified to transport freight as required by Broker. Carrier agrees to assume full responsibility for the payment of all local, state, federal and provincial payroll taxes and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services for Broker or the Customer. Carrier agrees to indemnify, defend and hold Broker and Customer(s) harmless there from. Carrier agrees to perform the services under this Agreement in accordance with the highest standards of the industry, operating under its own authority, using its own employees and using its own tractor unit. Carrier shall be wholly responsible for performing the contemplated transportation and for all costs and expenses of such transportation, including, without limitation, costs and expenses of all Carrier's transportation equipment, its maintenance, and those persons who operate it. In providing services, Carrier represents and warrants that the driver(s) utilized are competent, properly licensed, and are fully informed of their responsibilities for the protection and care of the involved commodities.
3. Compliance with Applicable Laws and Regulations - Carrier warrants that (1) it is legally qualified to perform the contemplated transportation, (2) it does not have a "conditional" or "unsatisfactory" FMCSA Safety Rating, (3) it maintains all applicable statutory and regulatory required insurance, and (4) it shall immediately notify Broker in writing of any adverse change in its safety rating or any suspension or revocation of its operational authorities. Carrier agrees to comply with all applicable provisions of any international, federal provincial, state and/or local law, rules and regulations. Without limiting the foregoing, Carrier shall, at Carrier's expense, comply with all laws, rules and regulations, obtain all permits and licenses which are required for Carrier to provide Broker the transportation and related services under this Agreement. Carrier agrees not to accept a shipment from Broker if that shipment would require Carrier or any of its employees, agents or permitted subcontractors to exceed or violate any speed or safety law, rule or regulation.
4. Solicitation of Broker's Customers – Carrier shall not during the term of this Agreement and for twelve (12) months following the termination of this Agreement, directly or indirectly, solicit the traffic of the freight between the origins and destinations that were first offered to Carrier by Broker (hereinafter referred to as "Brokered Traffic"). If Carrier transports Brokered Traffic, other than for Broker during the term of this Agreement, and for twelve (12) months following the termination of this Agreement, then Broker shall be immediately entitled to a commission of fifteen percent (15%) on the rates and charges received by Carrier on such Brokered Traffic.

5. Successors and Assigns – This agreement shall be binding upon the successors and permitted assigns of the parties hereto. Carrier shall not assign this Agreement, or any part thereof, without the prior written consent of Broker.
6. Venue and Choice of Law – The terms and conditions of this Agreement and the Tender Documents, including but not limited to Bills of Lading, Rate Confirmations, Proof of Delivery and the like, shall be governed by, and enforced in accordance with, the laws of the State of Alabama without regard to its conflict of laws rules, and any suit or action enforcing the terms and conditions of this Agreement and all Tender Documents shall be brought and adjudicated in the court of general jurisdiction of those courts. Each party hereto irrevocably waives any objection, including any objection to the laying of venue or based upon the grounds of *forum no conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Agreement or any documents or instruments relating hereto. Each party hereto waives personal service of any summons, complaint or other process. Such process may be made by certified mail or by any other means permitted by Alabama State Law.
7. Modification – No waiver, alteration or modification of any of the provisions of this Agreement, or any Tender Documents, shall be binding upon either party unless in writing signed by the duly authorized representative of the party against whom such modification is sought to be enforced. Carrier agrees that Carrier’s rules tariff(s), circular(s) or other publication(s) are not incorporated into this Agreement or any Tender Document. Any printed provisions on the reverse side of the Carrier’s forms shall be deemed deleted.
8. Savings Clause – If any provision of this Agreement or any Tender Document is held to be invalid, the remainder of the Agreement or the Tender Document shall remain in full force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law. Carrier agrees that the termination, breach or invalidity of this Agreement or any Tender Document does not cause Carrier’s rules tariff(s), circular(s) or other publication(s) to govern the transportation and related services that Carrier provides to Broker or its Customers.
9. Waiver – No provision of this Agreement or any Tender Document shall be waived by any party hereto, unless such waiver is written and signed by the authorized representative of the party against whom such waiver is sought to be enforced. Waiver by either party of any breach or failure to comply with any provision of this Agreement or any Tender Document by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provision of this Agreement or any Tender Document.
10. Notices – All notices required by or related to this Agreement shall be in writing and sent to the parties at the addresses set forth below and shall be deemed given when personally delivered, by confirmed facsimile, or three (3) days after having been mailed by certified mail, return receipt requested, to the following addresses:

ARI Logistics, LLC 40 County Road 517 Hanceville AL 35077 FAX: 256.352.2687	Carrier: _____ _____ _____ _____
--	---

11. Non-Exclusive Dealing - This Agreement does not grant Carrier an exclusive right to perform the transportation and related services for Broker or its Customer(s). Broker does not guarantee any specific amount of shipments, tonnage or revenue to the Carrier. Broker is not restricted against tendering its freight to other carriers; Carrier is not restricted against performing transportation for other shippers.
12. Factoring – Carrier shall provide Broker written notice of any assignment, factoring or other transfer of its right to receive payment arising under this Contract thirty (30) days prior to such assignment, factoring, or other transfer taking legal effect. Such written notice shall include the name and address of assignee/transferee, date; date assignment is to begin, terms of the assignment and shall be considered delivered upon receipt of such written notice by Broker. Carrier shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time and no multiple assignments, factoring or transfers by the Carrier shall be permitted. Carrier shall indemnify Broker against and hold Broker harmless from any and all lawsuits, claims, actions or damages (including reasonable attorney’s fees, obligation, liabilities and liens) arising or imposed in connection with the assignment or transfer of any account or right arising hereunder. Carrier also releases and waives any right, claim or action against Broker for the amount due and owing under this Contract where Carrier has not complied with the notice requirements of this section.

13. Assignment of Right to Payment by Carrier – Any factoring, assignment, pledge, hypothecation or granting of a security interest in Carrier's right to payment hereunder shall in no event modify, limit or terminate (i) Unlimited and Unilateral Rights of offset or recoupment provided to Broker or Customer hereunder or by law; or (ii) claims of Broker or Customer for offset, recoupment, loss or damage to any cargo or other property, including personal injury, or any other claim which Broker or Customer may have against Carrier for any reason. All of Broker's and Customer's claims and rights are specifically preserved and shall be superior to any such assignee's, factor's, or creditor's rights or claims to payment, regardless of any notice to Broker or Customer to the contrary. Carrier shall notify any such factor, secured creditor or assignee of Brokers' and Customer's rights in this regard.
14. Miscellaneous – This contract may be executed by facsimile and in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute one and the same instrument. In the event either party incurs attorney's fees, costs or expenses in enforcing any of the provision of this Contract, or in exercising any right or remedy arising out of any breach of this Contract by the other party or their agents, subcontractors or representatives, the prevailing party shall be entitled to an award of attorneys' fees, costs and expenses against the defaulting party.

INSURANCE & LIABILITY

15. Insurance – Carrier, at Carrier's expense, shall maintain during the term of this Agreement, commercial automobile liability insurance for the benefit of Broker and Customer, covering all vehicles however owned or used by Carrier to transport Broker's shipments and property damage arising out of Carrier transportation under this Agreement, with minimum limits of not less than \$1,000,000.00 (one million dollars) per occurrence for personal injury (including death) and property damage, cargo liability insurance with minimum limits of not less than \$100,000 (one hundred thousand dollars) per shipment, and if requested by Broker, commercial general liability insurance of \$1,000,000 (one million dollars) per occurrence. Carrier agrees to defend, indemnify and hold harmless Broker from all losses, damages, fines, expenses, attorney's fees, actions or claims for injury to persons, including death, which Broker may incur arising out of this contract. Carrier shall provide Broker a certificate of insurance naming Broker as Certificate Holder and as additional insured providing for notice prior to cancellation, and evidencing the foregoing coverage, prior to providing any services to Broker under this Agreement. The Carrier shall also maintain any insurance coverage required by any government body including worker's compensation (if applicable) for the types of transportation and related services specified. If Carrier fails to maintain such insurance, Broker may do so and charge Carrier for such cost and offset in accordance with this Agreement.
16. Cargo Liability – Carrier assumes liability as a common carrier for loss, damage to or destruction of the goods entrusted to it or its permitted subcontractor's care, custody or control and shall provide evidence of a BMC-32 Endorsement upon request. Carrier shall indemnify Broker for all indirect, special or consequential damages, or other special economic losses, including lost profits, which might be awarded against Broker on any claim. Carrier shall pay to Broker, or it shall allow Broker to deduct from the amount Broker owes Carrier, for the Customer's loss for the commodities so lost, delayed, damages or destroyed and the amount of any indemnity as stated above. Carrier shall not allow any of the goods tendered to Carrier to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores or any other secondary outlet without Broker's prior written consent. Carrier agrees to either pay or settle all cargo claims within 60 days of the receipt of a claim. Carrier agrees to notify Broker's Claims Department in writing, immediately whenever an accident or potential claim occurs and provide Broker with any written reports, affidavits or other assistance necessary to access the claim.
17. Indemnification – Carrier agrees to indemnify, defend and hold Broker and Customer, and their officers, employees, agents and directors, harmless from and against any and all fines, penalties, costs, demands, damages (including bodily injury and property damage), losses, obligations, claims, liabilities and expenses (including reasonable attorney's fees) of whatever type or nature arising out of or related to: (i) any act or omission by Carrier or its subcontractors, (ii) Carrier's or any of its permitted subcontractor's performance or breach of this Agreement, and (iii) any use, operation, maintenance or possession of Customer's or Broker's owned or leased equipment by Carrier or any of its subcontractors. Carrier further agrees to indemnify, defend and hold Broker and Customer, together with their officers, employees, agents and directors, harmless from and against any and all fines, penalties, costs, losses, claims, obligations, liabilities, demands, damages and expenses (including reasonable attorney's fees) of whatever type or nature arising out of or related to Carrier's use, operation, maintenance or possession of Customer's or other third party owned or leased equipment used to transport the freight tendered by Broker herein or otherwise provided on behalf of Customer. The obligations under this section shall survive the termination of this Agreement.

SERVICE

ARI Logistics Broker/Carrier Contract

Initial Here: _____

18. Performance of Services - Carrier agrees to meet Broker's distinct transit and pricing requirements agreed to by the parties from time to time after the Effective date as confirmed by the Brokers issuance of a Tender sheet, Pre-note, Rate Confirmation, Bill of Lading, Proof of Delivery or other load tender document that Broker may use from time to time (hereinafter "Tender Document"). Additional service requirements of the Carrier are as follows:

- Carrier shall transport Broker's shipments without delay. Carrier shall immediately notify Broker of any likelihood of delay. Carrier shall transport all freight tendered by broker only on equipment operated under Carrier's authority.
- Carrier shall comply with all of Broker's reasonable shipping instructions communicated to Carrier, and to comply with all applicable provisions of any provincial, federal, state and/or local law or ordinance and all lawful orders, rules and regulations issued thereunder.
- Carrier shall obtain from the consignee a complete, signed delivery receipt for each shipment, and shall notify Broker immediately of any exception of any document. Carrier shall send Broker delivery receipts and bills of lading within twenty-four (24) hours of delivery, as Broker directs.
- If Broker requests Carrier to transport any shipment required to be placarded under DOT rules as a hazardous material, the additional provisions in Appendix A, including additional insurance requirements, shall apply for each shipment.
- Documents for each of Broker's shipment shall name Broker and "broker" and Carrier as "carrier". If there is a wrongly worded document, the parties will treat it as if it showed Broker as "broker" and Carrier as "carrier". If there is a conflict between this Agreement and any transportation document related to Brokers shipment, this document shall govern.
- Carrier is responsible for ensuring that all freight is properly blocked and braced for transportation to allow for the safe and damage-free delivery of the goods and to avoid damage to other property.
- Carrier is responsible to determine that the goods being shipped are in apparent good order and condition, to the extent that such is ascertainable through a visual examination of the exterior of the goods shipped, before loading, and in the event that they are not, carrier will contact Broker for further instructions.

19. Bills of Lading and Delivery Receipts - Carrier will issue and sign a standard, uniform straight bill of lading or other receipt acceptable to Broker and Customer, upon acceptance of goods for transportation. All terms or conditions written or printed on the receipts or bills of lading which have not been specifically agreed by Broker, either in this Contract or any signed addenda hereto, shall have no binding effect against broker. The receipt of bill of lading issued or executed by Carrier shall be prima-facie evidence of receipt of goods in good order and condition by Carrier unless otherwise noted on the face of said document. Carrier shall submit to Broker the original signed bill of lading evidencing good delivery of the goods, unless otherwise specifically agreed by Broker; and in that case, Carrier shall maintain custody of the original signed bills of lading and will provide them to Broker upon request. If Carrier fails to maintain and provide bills of lading as agreed, Carrier assumes all risk of loss resulting from the failure to prove good delivery. In the event that the Carrier's personnel are not allowed or afforded an opportunity to view and/or examine in order to ascertain the condition of those goods prior to loading on to Carrier's vehicle, Carrier's personnel shall immediately notify Broker and await instructions prior to transporting the shipment, and shall note on the bill of lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped.

20. Rates and Charges - The rates and charges that shall be in effect for all movements tendered to Carrier by Broker shall be as set forth on the Tender Document issued by the Broker and given to Carrier ("the Charges"). For purposes of this Agreement "Tender Document" shall be defined as Bill of Lading and the rate corresponding confirmation contract sheet which originates with Broker and is sent to Carrier. Carrier represents warrants and agrees that there are no other applicable rates or charges except those set forth on the Tender Document issued by Broker from time to time. Broker shall pay Carrier 30 days after Broker's receipt of Carrier's invoice, shippers bill of lading, signed, clear delivery receipt and other document required by Broker or Customer. Carrier agrees that it shall not bill the shipper/consignee or any third party directly nor shall it communicate in any manner, directly or indirectly, with Broker's customers, consignors, consignees or any other party other than Broker, concerning the collection of any charges relating to transportation services accruing in connection with or as a consequence of this Contract; and waives any right it may otherwise have to proceed or commence any action against any Customer for the collection of any freight bills arising out of transportation services performed by Carrier under this contract. Carrier will not accept payment from any shipper/consignee or any third party for providing transportation under this agreement. Carrier's performance of the work contained in the Tender document, or commencement to perform, is

confirmation of acceptance of the rates, terms conditions, charges, fees, expenses, or any other amounts shall be payable by Broker to carrier unless such items are included in the written Tender document. Nothing in any Bill of Lading or other Carrier issued document shall be binding upon Broker or Customer. Unless specifically included in the Tender Document, Broker shall not be required to make payment for any accessorial charges, equipment or escort rentals for the tendered movement, or any other special permitting or operating expenses.

21. Carrier's Right to Subcontract - Except as provided in this section, Carrier shall not, in any manner, sub-contract, broker or tender to any third party for transportation, any freight tendered to Carrier by Broker for transportation pursuant to this contract. Carrier may subcontract the services that Carrier has agreed to perform for Broker under this Agreement, only if: (i) Carrier provided Broker written notice of such subcontracting, (ii) Broker acknowledges in writing, the subcontracting may occur; and (iii) Carrier remains liable for the full and faithful performance of all obligations contained in this Agreement, including the obligation to indemnify Broker and Customer in accordance with Section 17, as if no such subcontracting has taken place. Nothing in this Agreement, or in this section shall permit or allow Carrier to assign or delegate any of its other that as specifically provided in this section, duties or obligations under this agreement.
22. Payment - On a monthly basis, Broker will issue Carrier an invoice for any undisputed amounts due and owing by Carrier pursuant to this Agreement. Separate invoices for repairs, penalties, and any other miscellaneous charges will be issued as necessary. Payment in full of an invoice shall be made by Carrier within fifteen (15) days from the date of the invoice. In the event Carrier contests any portion of any invoice, Carrier shall provide a written explanation and submit substantiating documentation to Broker within the fifteen (15) day time period. Payment for all portions of the invoice not being contested shall be made by Carrier within the fifteen (15) day time period. Carrier also agrees to pay Broker all costs it incurs to collect any past due invoice, including reasonable attorney's fees. Payment to Carrier by Broker shall be complete and final without recourse. Broker may deduct from any payment any amount Carrier is indebted to Broker, including but not limited to those reasons such as freight loss on any load, damage, and/or delay or detention claims on related or unrelated loads.
23. Waiver of Carrier's Lien - Carrier, for itself and on behalf of all of its agents or subcontractors, hereby waives and agrees not to assert or make any claim arising out of any motor carrier's lien which Carrier would otherwise be allowed to assert upon any cargo or goods which are tendered by Broker to Carrier or which are otherwise in the possession or control of Carrier its subcontractors, or agents. Carrier shall not withhold delivery of any freight due to any dispute with Broker or Customer.
24. Insolvency - In the event insolvency proceedings being instituted by or against Carrier, then Broker, any agent of broker, or Customer may immediately enter upon any owned or leased property of Carrier where any cargo, goods or Customer owned or leased equipment may be found and take possession of such goods or owned or leased equipment without notice or liability to Carrier.
25. Set-Off and Recoupment - Broker or Customer, each for the other, may set off, withhold, recover or recoup: (i) any amounts payable to Carrier hereunder or under any other agreement or arrangement between Carrier and either Broker or Customer, or their respective subsidiaries, parent or affiliates, under this Agreement, under law, or which arises out of the transportation provided herein or any other agreement between Carrier on the one hand and Broker or Customer on their subsidiaries, parent, or affiliates on the other hand. In addition, in the event Broker makes payment to Carrier as provided herein and Carrier fails to make payment to any applicable subcontractor, then Broker may, at its option and sole discretion, pay such subcontractor and offset the amount paid against any amounts owed or to be owing to Carrier by Broker or any of Broker's affiliates. Failure to comply with any DOT, FMCSA policy, law or regulation, or any breach of any element of this contract, howsoever minor, may result in non payment for freight charges and/or set off and recoupment claims.
26. Hostage Loads - For purposes of this agreement "hostage loads" is defined as the Carrier is refusing to immediately release the shipper's freight upon demand or otherwise exerting unauthorized control over freight, refusal to deliver a load at the scheduled time and place of delivery, refusing to provide Broker with information on the location of shipper's freight or refusing to deliver, or failure to release or produce such freight. In the event that Carrier does hold freight hostage, Carrier agrees to pay Broker \$5000.00 for each day the freight is held. Carrier agrees that such amount constitutes reasonable liquidated damages for damage to Broker's reputation with the shipper and/or others. Broker shall be entitled to all other available or alternative remedies at law or equity in the case of hostage loads.
27. Entire Agreement - This Agreement, with the Tender Documents issued by Broker constitutes the entire agreement between the parties and supersedes all contemporaneous oral agreement and all prior oral and written communications, agreements and contracts between Carrier and Broker with respect to the subject matter of this Agreement. Any provisions on any Carrier-provided form whether before or after the execution of this Agreement, shall be deemed null and void and no effect and shall

not modify the terms and conditions of this Agreement. Broker may, from time to time, modify or amend the terms or conditions of this Contract, or the specific broker companies which are parties to this Contract by means of a written amendment which it shall promptly mail or otherwise transmit to Carrier. Said modification or amendment shall become effective three (3) days after transmission by Broker. Carrier's continued acceptance of freight tender by broker or Broker's customer thereafter shall constitute acceptance by Carrier of such modification or amendment of this Contract. In the event that any portion of this Contract is declared void or unenforceable, then such provision shall be deemed severed from this Contract which shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement at _____, _____ (city, state) as of the Effective Date, and doing so, represent and warrant that they have been or are specifically authorized to do so on behalf of the organization they represent.

Broker: **ARI Logistics, LLC**

Carrier Legal Name: _____

Printed Name: _____

Printed Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
April 10, 2008

LICENSE
MC-640557-B
ARI LOGISTICS LLC
HANCEVILLE, AL

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods) by motor vehicle.**

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
ARI LOGISTICS, LLC

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
2101 HIGHLAND AVENUE SOUTH, SUITE 200

City, state, and ZIP code
BIRMINGHAM, AL 35205

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
26 2135488

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 3/18/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

B. M. C. 85
FILER FMCSA
ACCOUNT NO. 22512

Approved by OMB
2126-0017
License No.
MC- 640557

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we ARI Logistics LLC
(Broker)
of 40 County Road 517 Hanceville, AL 35077
(Street) (City) (State) (Zip code)
as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U. S. C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 4 day of April, 2008, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 4 day of April, 2008.

TRUSTOR

TRUSTEE

Name ARI Logistics LLC

Name PACIFIC FINANCIAL ASSOCIATION, INC.

Address 40 County Road 517
Hanceville, AL 35077

Address 12707 High Bluff #200
San Diego, CA. 92130

Telephone No. (256)352-2689

Telephone No. (800)595-2615

By Troy Pritchett
Troy Pritchett
Member

By J.P. Larson
J.P. Larson
President

Witness Shannon James
(Signature and Title)

Witness Candy Brown
(Signature and Title)

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE _____ DAY OF _____, _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE ____ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

_____ DATE SIGNED

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF TRUSTEE OR TRUSTOR