



Carrier Agreement Check-List

"Communication is the key to your success"

Must be Completed and Signed by an Authorized Company Representative or

Officer Please Complete FULLY and return ALL documents via email to atlops@jbharrislogistics.com

- Y Have your insurance company add JB Harris Logistics, LLC as a **certificate holder** on your policy, and fax over cargo and liability documents with the following amounts
- Y **Automobile Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000.00 per occurrence
- Y **Cargo Insurance** in the amount of \$100,000.00 per occurrence
- Y **Certificate Holder** should be listed as follows:

**JB Harris Logistics, LLC
477 Corinth Road
Newnan, Ga 30263**

- Y Fill out and fax back **W-9** tax form including your tax ID #. *(if we don't receive your W-9, you will not receive a 1099 tax form)*
- Y Fax a copy of your **Contract Carrier Authority**.

OTHER GUIDELINES

SEND ONLY ORIGINAL DOCUMENTS - All **original** documents including the invoice, rate confirmation, proof of delivery, and any additional receipts (*lumper fees*) need to be mailed to: *(We will not pay off of faxed copies) or emailed to admin@jbharrislogistics.com*

**JB Harris Logistics, LLC,
477 Corinth Road
Newnan, Ga 30263**

QUESTIONS - For billing and other **accounting questions**, please call 678-256-4072 or email AP@JBHarrisLogistics.com

ADDITIONAL FEES - Additional fees *will be applied* for any transfer or early payment.

PAYMENTS - We pay in **30 days of receipt of invoice**.

CHECK CALLS - *Failure to provide check calls every day will result in a \$200 fine*. We must be able to communicate with both dispatcher and driver at all times. *Communication is the key to your success.*

WHO IS YOUR JBH DISPATCHER? _____



Must be Completed and Signed by an Authorized Company Representative or Officer

Please Complete FULLY and Return Via email atlops@jbharrislogistics.com

CARRIER PROFILE

MC# _____ DOT# _____

Carrier name: _____

Physical Address: _____

City / State / Zip: _____

Contact Name: _____ Phone # Toll Free: _____

Phone # Local: _____ After Hours Phone #: _____

Fax #: _____ Document Fax #: _____ (used to fax POD requests, etc.)

Dispatcher(s) _____

Remit to or Factoring Company _____

and/or P.O. Box _____

City / State / Zip: _____

Contact Name: _____ Remit to Phone # Toll Free: _____

Local Phone #: _____ Billing Fax: _____

Federal Identification or EIN# _____ SCAC: _____

Max net cargo weight: _____ lbs.

Does your company accept Credit Card Payments? Yes or No

A 3.5% fee will be assessed.



EQUIPMENT PROFILE

Please give the CURRENT COUNT for the following equipment types:

48' Vans: _____ 48' Reefers: _____ Specialized Flats: _____ Double Drops: _____ Hotshots: flat _____ van _____
 53' Vans: _____ 53' Reefers: _____ Step decks: _____ Bulk wet: _____ Tractors: _____
 57' Vans: _____ Flatbeds: _____ Curtain Sides: _____ Bulk dry: _____ Landoll: _____

Origin / Destination States (Circle Those That Apply)

Zone1 : CT, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VT
Zone2 : KY, OH, VA, W V
Zone3 : IL, IN, MI
Zone4 : AL, FL, GA, MS, NC, SC, TN
Zone5 : MN, MT, ND, SD, W I **Zone6**
 : CO, IA, KS, MO, NE, W Y **Zone7** :
 AR, LA, NM, OK, TX
Zone8 : CA, AZ, ID, NV, OR, UT, W A

SERVICES PROFILE

E-mail address: _____

Check all that are YES

Are you Haz-Mat qualified?	_____	Tow Aways?	_____
Are you HM232 certified?	_____	Does your fleet have air ride available?	_____
Pallet Exchange?	_____	Is your company minority-owned? (Provide proof)	_____
Do you handle partial shipments?	_____	Is your company woman-owned? (Provide proof)	_____
Does your fleet contain vented vans?	_____	Do you have teams available?	_____
Side Kits?	_____	Bonded?	_____
Can you handle over-dimensional?	_____	Does your fleet have liftgates available?	_____
Does your fleet have spread axles available?	_____	Do you blanket wrap?	_____
Flatbed fleet has lumber tarps available?	_____	Do you have a liquor permit?	_____
Broker Authority	_____	Tracking System-do you have: Orbcomm?	_____
Electronics	_____	Terion?	_____

Carrier MUST complete and scan this page back to
atlops@jbharrislogistics.com



MOTOR CARRIER AGREEMENT

Please initial each page, sign where indicated on this page and return via fax to (770)251-8927

This Motor Carrier Agreement (this "Agreement"), is made and effective as of _____, 20____ (the "Effective Date"), by and between _____ (name of

company and principal address) ("Carrier"), and JB Harris Logistics, LLC, LLC, a Georgia limited liability company ("JB HARRIS LOGISTICS, LLC").

WHEREAS, JB HARRIS LOGISTICS, LLC is a property broker of motor carrier transportation services duly licensed by the U.S. Department of Transportation Federal Motor Carrier Safety Administration ("FMCSA") and desires to solicit various shipments of goods, property, freight or general commodities ("Freight") requiring the service of a motor carrier to transport said shipments;

WHEREAS, Carrier is a motor carrier providing transportation services duly registered with the FMCSA and operating under an issued and valid license, MC _____; and

WHEREAS, JB HARRIS LOGISTICS, LLC desires to engage the services of Carrier for the transportation of Freight in accordance with the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual provisions, covenants and agreements herein contained, the parties hereto hereby agree as follows:

I. GENERAL PROVISIONS

1. **Transportation and Delivery.** Carrier agrees to transport and deliver specified Freight, in accordance with the shipping instructions issued to it by JB HARRIS LOGISTICS, LLC, for and on behalf of various shippers, consignors and beneficial owners (collectively, a "Beneficial Owner") and, where required, to have Carrier's driver(s) be responsible for the loading and/or unloading of all Freight tendered to it by JB HARRIS LOGISTICS, LLC under the terms and conditions set forth herein. In all instances where Carrier is not required to directly load or unload Freight shipments, Carrier shall have the duty to determine that each shipment is properly loaded or unloaded by the third party performing such action. Carrier's acceptance of any shipment, or its receiving signature on the Bill of Lading, shall be conclusive that the number of pieces shown on the Bill of Lading is correct and that lading is in good condition. Where Carrier receives a sealed container, Carrier shall notate (i) "Shipper Load and Count," and (ii) seal number on the Bill of Lading. Carrier's failure to do so will make Carrier liable for loss and damage as if the container had been received without seal.

2. **Rate Requirements.** The original transportation rate ("Rates") hereby agreed to between the parties shall be confirmed by written rate confirmations (each, a "Rate Confirmation") issued by JB HARRIS LOGISTICS, LLC, signed by Carrier, and returned to JB HARRIS LOGISTICS, LLC. A Rate Confirmation shall be issued and executed on a load-by-load basis. The terms of the parties' Rate Confirmations are incorporated herein. In the absence of the Carrier's signature on the Rate Confirmation, the Carrier's arrival at origin and/or loading of the Freight at pick-up shall be deemed an acceptance of the terms stated in the Rate Confirmation which represents the parties last negotiated

Initial _____



terms prior to such arrival and/or loading.

Any Rate modifications must be made in writing and signed by JB HARRIS LOGISTICS, LLC; provided, however, that in the event of an emergency, as determined by JB HARRIS LOGISTICS, LLC in its sole and absolute discretion, Rate modifications may be established or amended verbally; provided, further that both Carrier and JB HARRIS LOGISTICS, LLC shall immediately confirm such verbal amendment by fax or email. All Rates and any subsequent modifications shall be and are full value rates. No shipment contemplated by this Agreement shall be tendered or moved under a released rate value. In addition to the Rate, which is to be an all-inclusive rate, the parties acknowledge that certain accessorial charges may arise from time to time. Unless JB HARRIS LOGISTICS, LLC agrees in writing otherwise, JB HARRIS LOGISTICS, LLC'S standard published accessorial rates shall apply without regard to Carrier's own accessorial rates. In the event Carrier fails to load and comes into possession of a Beneficial Owner's property, the Rate shall be void.

JB HARRIS LOGISTICS, LLC and Carrier may agree on required transit times for the transportation of Freight by Carrier. Such agreements may make the transit time obligation less or more than "reasonable dispatch." In the absence of such an agreement between the parties, the following transit time schedule shall apply: (1) on shipments moving less than 500 miles, next day delivery; (2) on shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof (i.e., on a shipment moving 2900 miles, delivery shall be made in six (6) days); provided, however, that all transit times are intended to be compatible with, and Carrier shall at all times be in compliance with, the FMCSA hours-of-service regulations found under 49 CFR § 395, as amended. Notwithstanding the foregoing, Carrier shall not suspend service at any time after loaded dispatch, nor delay service by stop- over for any reason that would leave the Carrier's equipment (and/or the Beneficial Owner's Freight) unattended without adequate security as a prudent Carrier would or as otherwise required for coverage under Carrier's insurance policies including, without limitation, Carrier's cargo insurance. Further, Carrier shall not disengage or detach Carrier's power unit from the trailer, container/chassis, flat bed or other equipment of carriage at any time absent emergency circumstances. In the event that the carriage equipment is disengaged from or becomes detached from the Carrier's power unit, Carrier shall ensure that the Beneficial Owner's Freight is safe and secure at all times. In such case, Carriers liability as receiving motor carrier shall continue under applicable law and in accordance with the terms of this Agreement.

3. **Billing.** Carrier shall use such forms and keep such records of shipments as JB HARRIS LOGISTICS, LLC shall, in its sole and absolute discretion, prescribe from time to time. All shipments will be made on prepaid basis with JB HARRIS LOGISTICS, LLC being solely responsible for all lawful Freight charges due Carrier. Carrier represents, agrees and warrants that Carrier will not invoice, contact or pursue any Beneficial Owner, JB HARRIS LOGISTICS, LLC customer, shipper, consignor or consignee for any Freight related charges and agrees that Carrier is solely limited to collecting such Freight related charges from JB HARRIS LOGISTICS, LLC. JB HARRIS LOGISTICS, LLC will collect all Freight related charges from the Beneficial Owner or other applicable party on all Freight transported by Carrier. After Freight related charges have been paid, if Carrier receives any additional funds or charges in connection with providing transportation services such amount shall be the sole and exclusive property of JB HARRIS LOGISTICS, LLC, and Carrier is holding that amount in trust for the benefit of JB HARRIS LOGISTICS, LLC and will remit all such funds or charges to JB HARRIS LOGISTICS, LLC within one (1) business day.

Initial_____



4. **Payment to Carrier.** Payment of Carrier's Freight bill will be made within thirty days (30) days after JB HARRIS LOGISTICS, LLC'S receipt of Bill of Lading/Proof of Delivery, Rate Confirmation, and Freight Bill.

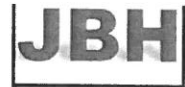
II. OBLIGATIONS OF CARRIER

5. **Insurance Requirements.** Carrier shall maintain Public Liability, Property Damage and Cargo Insurance at all times, with minimum coverages of \$1,000,000 liability auto and property damage; \$100,000 cargo insurance per incident on each vehicle; and workers' compensation insurance, unless exempt, as required by the Carrier's state of domicile. Carrier will provide JB HARRIS LOGISTICS, LLC or its designated agent with a copy of said policies or certificates of insurance, verified by the insurer, stating the required coverage's and listing any exceptions or exclusions from coverage. Certificates shall be addressed to JB HARRIS LOGISTICS, LLC as "certificate holder" and shall require the applicable insurer to give JB HARRIS LOGISTICS, LLC ten (10) days written notice of cancellation. Carrier will provide adequate worker's compensation insurance for its employees in accordance with all applicable statutory and regulatory limits and will have its insurance carrier maintain a copy of such worker's compensation insurance policy or certificate of insurance reflecting the required coverage, on file with JB HARRIS LOGISTICS, LLC at all times. Carrier agrees to provide JB HARRIS LOGISTICS, LLC with at least ten (10) days prior written notice of any material change or cancellation of any aforementioned insurance policy. This section shall in no way affect the indemnification, remedy, or warranty provisions set forth in this Agreement.

6. **Bill of Lading and Freight Bill Requirements.** Freight ready for transit shall be picked up at the designated point of origin by Carrier at the time specified by JB HARRIS LOGISTICS, LLC, and be delivered to the point of destination by Carrier as specified (i) by JB HARRIS LOGISTICS, LLC, (ii) in the Bill of Lading (which shall contain at a minimum the information required under 49 C.F.R. § 373.101), or (iii) in any other shipping documents provided at origin, including the Rate Confirmation (if provided on dispatch) which shall be completed upon delivery at point of destination and be deemed "proof of delivery." Carrier shall provide a completed Bill of Lading, or proof of delivery and Rate Confirmation to support Carrier's Freight bill within forty eight (48) hours of delivery. Each Bill of Lading and Freight bill shall contain the PRO number (load number) assigned to each shipment by JB HARRIS LOGISTICS, LLC at time of dispatch. Should Carrier and JB Harris Logistics agree to any additional Carrier service requirements, Carrier shall notate such additional services on all appropriate documents.

7. **Indemnification.** Carrier shall at all times (both during and after the term of this Agreement) defend, indemnify and hold harmless JB HARRIS LOGISTICS, LLC, its receivers, assigns, affiliates, subsidiaries and divisions, and each of their respective present and future officers, directors, employees, agents or independent contractors, and each applicable Beneficial Owner (collectively, "Indemnitees"), from and against any and all losses, damages, fines, penalties, expenses, costs (including attorney's fees), claims, demands, actions, judgments and liability, suits or proceedings (civil, criminal, administrative or investigative), settlements, or other relief of any kind or nature whatsoever (collectively, a "Claim") in connection with, arising from or as a result of: (i) loss or damage to property and/or injury to or death(s) of person(s) (including, but not limited to, the property and employees of each party hereto) when arising or resulting, directly, or indirectly, from any acts or omissions of Carrier or any of its agents, representatives, employees or contractors, or any of their respective officers, directors, contractors, employees, agents, representatives or servants associated with or arising out of this Agreement; (ii) Carrier's performance of the obligations pursuant to this Agreement, or breach

Initial _____



thereof, by Carrier or any of its agents, representatives, employees or contractors, or any of their respective officers, directors, contractors, employees, agents, representatives or servants; (iii) any misrepresentation or breach of this Agreement, including breach of any representation, covenant or warranty, by Carrier; (iv) loss, cost, damage, or liability of any kind or nature arising from or as the proximate consequence of improper or unsafe loading or unloading of any shipment; or (v) any failure to maintain the insurance required under Section 5 of this Agreement or to properly and timely notify JB HARRIS LOGISTICS, LLC of such failure to maintain required insurance policies and coverage.

The obligations of the parties pursuant to this Section 7 shall survive the termination or expiration of this Agreement with respect to any Claims, whether known or unknown, arising prior or subsequent to such termination or expiration.

8. **Carrier's Cargo Liability.** Acceptance of Freight for delivery by Carrier shall constitute an acknowledgment that it is accepted free from damage. Pursuant to 49 U.S.C. § 14706 and in accordance with the terms of this Agreement, Carrier or its agents, representatives, employees or contractors shall be fully liable to JB HARRIS LOGISTICS, LLC and to the applicable Beneficial Owner for any loss, delay, theft or destruction of, or damage to, any and all of the Freight in the custody, care or control of Carrier ("Loss") in the course of providing transportation related services. No shipment moving under this Agreement shall be for a released value. Such liability for the full actual value of loss and damage to Freight shall begin at the time the Freight is first loaded upon Carrier's equipment (or its permitted substitute) at point of origin and continue until said Freight is delivered to the original final destination consignee, or to any intermediate stop-off party. Carrier's liability shall be for (i) the full value of the damaged, lost, delayed or missing Freight; and (ii) any consequential damages suffered by JB HARRIS LOGISTICS, LLC resulting from such damaged, lost, delayed or missing Freight. Carriers liability shall not be limited in anyway by limitations or exclusions of coverage in Carriers required insurance policies set forth in Section 5 hereof.

Carrier shall pay JB HARRIS LOGISTICS, LLC, Beneficial Owner, consignor or consignee, as applicable, the amount of such Loss within twenty-one (21) days from the date of such Loss. Claims for such loss, damage or delay of, or injury to, Freight may be filed by JB HARRIS LOGISTICS, LLC with Carrier for payment. JB HARRIS LOGISTICS, LLC shall have to right to hold or set-off any and all Freight related charges owed to Carrier under this Agreement for any losses, unpaid claims or other amounts or deductions owed to any Beneficial Owner, shipper, consignor or consignee for any transportation of Freight by Carrier until all claims are settled.

9. **Carrier Representations and Warranties.** Carrier represents, agrees and warrants that:
- a. Carrier will comply with all federal, state, and local laws, rules, regulations, and conditions governing its activities hereunder as a highway motor carrier;
 - b. Carrier will perform its services hereunder in a good and workmanlike manner in accordance with the highest standards of the trade;
 - c. All information provided on this Agreement and JB HARRIS LOGISTICS, LLC's Carrier Packet, whose terms are incorporated herein by reference, is true and correct in all respects;
 - d. Carrier does not have a FMCSA "Unsatisfactory" safety rating and will notify

Initial ___



JB HARRIS LOGISTICS, LLC in writing immediately if its safety rating is changed to "Unsatisfactory";

e. Carrier has obtained all necessary insurance, certificates, permits or licenses required in connection with the performance of transportation services;

f. Carrier waives all claims of lien and right of lien that it may obtain against any Freight that is transported pursuant to this Agreement and shall not withhold any Freight from a Beneficial Owner, consignee or JB HARRIS LOGISTICS, LLC on any account;

g. Carrier will take all necessary precautions to keep the terms and conditions of this Agreement, the transactions contemplated hereby, and JB HARRIS LOGISTICS, LLC's records, books, data and other confidential information concerning Freight, customers and pricing strictly confidential;

h. Carrier's trucks are being hired by JB HARRIS LOGISTICS, LLC on a "dedicated," "exclusive," or TL (truck load) basis and not an LTL (less than truck load) or "partial" basis. Unless otherwise agreed upon in writing by JB HARRIS LOGISTICS, LLC, Carrier may not transport Freight in the same truck during the same time in which such truck is transporting Freight for JB HARRIS LOGISTICS, LLC;

i. Carrier agrees to cooperate at all times from and after the date hereof with respect to the matters described in this Agreement, and each agrees to execute such further agreements, assignments, amendments, releases or other documents as may be reasonably requested for the purpose of giving effect to, evidencing or giving notice of the transactions described herein; and

j. JB HARRIS LOGISTICS, LLC may set off against amounts payable to Carrier all present and future indebtedness of Carrier to JB HARRIS LOGISTICS, LLC arising from this Agreement or any other transaction or occurrence.

10. **Relationship of the Parties.** It is expressly intended by the parties hereto, and Carrier hereby specifically represents, agrees and warrants, that Carrier is an independent contractor, duly licensed and qualified, having its own established place of business. Carrier and its employees, contractors, agents, sub-haulers and lease drivers are not employees or agents or authorized to act in any respect on behalf of, or bind in any way, JB HARRIS LOGISTICS, LLC or Beneficial Owner. Carrier agrees to pay all contributions, taxes, and other payments or charges required to be paid by an employer in accordance with the provisions of all applicable local, state and federal laws.

11. **Carrier Subcontracting Expressly Forbidden.** Carrier shall not subcontract or assign any portion of their duties to transport the shipments of Freight contemplated by this Agreement. Should Carrier violate this provision, Carrier agrees to pay any and all charges, as incurred by JB HARRIS LOGISTICS, LLC in its sole and absolute discretion, relating to the movement of the Freight, and to indemnify and hold harmless JB HARRIS LOGISTICS, LLC, JB HARRIS LOGISTICS, LLC'S customers and any applicable Beneficial Owner from any and all Freight related charges claimed by Carrier or the subcontractor. In the event Carrier does not pay its subcontractor for Freight related charges, JB HARRIS LOGISTICS, LLC may pay the subcontractor directly for such charges without recourse. Carrier, as receiving carrier, expressly agrees that it shall have primary liability, be responsible for, and settle any Freight claims that may arise in connection with a violation of this paragraph pursuant to the terms of this Agreement and 49 U.S.C. § 14706.

Initial ___



III. OBLIGATIONS OF JB HARRIS LOGISTICS, LLC

12. **Series of Shipments.** JB HARRIS LOGISTICS, LLC shall provide Carrier with a minimum of two (2) Freight shipments consistent with the rate requirements stated herein for each year this Agreement remains in effect, and Carrier agrees to transport those shipments tendered during that period of time. JB HARRIS LOGISTICS, LLC agrees to pay Carrier for the transportation of Freight moved under this Agreement in accordance with (i) the rate and route requirements as agreed by the parties and as confirmed by written Rate Confirmations or modifications thereto; and (ii) the terms and conditions of this Agreement.

IV. MISCELLANEOUS PROVISIONS

13. **Non-Exclusivity.** It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that Carrier shall be free to accept Freight for transportation from shippers, brokers and beneficial owners other than JB HARRIS LOGISTICS, LLC, and that JB HARRIS LOGISTICS, LLC shall be free to tender Freight for transportation to carriers other than Carrier.

14. **Entire Agreement; Modification and Waiver.** This Agreement, those documents expressly referred to herein, and other documents of even date herewith embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, that may have related to the subject matter hereof in any way. Notwithstanding the foregoing, the terms and conditions of JB HARRIS LOGISTICS, LLC's Carrier Packet are incorporated herein by reference; provided, however, that in the event of a conflict between the terms of this Agreement and JB HARRIS LOGISTICS, LLC's Carrier Packet, the terms of this Agreement shall prevail. No supplement, modification, waiver or termination of this Agreement or any of the provisions hereof shall be binding unless executed in writing by the parties to be bound thereby. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

15. **Term; Right to Terminate.** The term of this Agreement shall commence as of the Effective Date and shall continue in effect for an initial term of one (1) year and thereafter for additional one (1) year terms, unless earlier terminated by either party, with or without cause, upon the giving of written notice to the other party at least thirty (30) calendar days prior to the date of termination specified in such notice; provided, however, that JB HARRIS LOGISTICS, LLC shall have the right to immediately terminate this Agreement upon Carrier's breach of any representation, warranty or covenant, or upon the negligence, fraud or willful misconduct of Carrier. Termination of this Agreement for any reason shall not release any party from any obligation that may have accrued prior to such termination, nor shall it preclude any party from exercising any remedies it may have at law or in equity to enforce such obligations.

16. **Headings; Counterparts; Successors and Assigns; Severability.** The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns, whether so expressed or not. The covenants, agreements, representations and warranties of the parties contained in this Agreement shall

Initial _____



survive the execution and delivery hereof. If any provision of this Agreement, or the application of such provision to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected by such invalidity or unenforceability, and the parties hereto expressly authorize any court of competent jurisdiction to modify any such provision in order that such provision shall be enforced by such court to the fullest extent permitted by applicable law.

17. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. Any dispute relating hereto shall be heard in the state or federal courts of Georgia, and the parties agree to jurisdiction and venue therein.

18. **Back Solicitation.** During the term of this Agreement and for a period of two (2) years after its termination for any reason, Carrier, its agents, contractors, employees or affiliates, or anyone directly or indirectly associated with Carrier, or any under its control shall not directly, directly or indirectly, solicit, "back-solicit," contact, communicate with or induce, or attempt to solicit, contact, communicate with or induce, any shipper, consignor, consignee or customer of JB HARRIS LOGISTICS, LLC (collectively, a "Client") for the purpose of (i) transporting Freight or any property; (ii) adversely changing or impacting such Client's relationship with JB HARRIS LOGISTICS, LLC; or (iii) selling any product or service competitive or potentially competitive with JB HARRIS LOGISTICS, LLC, where: (x) the availability of such transportation related business first became known to Carrier as a result of JB HARRIS LOGISTICS, LLC'S efforts; or (y) where the traffic of the Client was first tendered to Carrier by JB HARRIS LOGISTICS, LLC. If Carrier, its agents, contractors, employees or affiliates, or anyone directly or indirectly associated with Carrier, or any under its control, directly or indirectly, violates this Section 18, JB HARRIS LOGISTICS, LLC shall be entitled to a commission from Carrier equal to twenty percent (20%) of the transportation revenue received on the movement of a Client's traffic, as liquidated damages, for a period of twenty-four months (24) months from the date of violation. Termination of this contract shall not affect the enforceability and applicability of this Section. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Initial__



ACCEPTED AND AGREED:
JB HARRIS LOGISTICS, LLC

ACCEPTED AND AGREED:
CARRIER

(Carrier Company Name)

_____/_____
(Address) MC#

By: _____

By: _____

Carrier sign here

Title: _____

Title: _____



CARRIER REFERENCES

Company Name: _____
Contact Name: _____
Contact Number: _____
When was your last load with this company? _____

Company Name: _____
Contact Name: _____
Contact Number: _____
When was your last load with this company? _____

Company Name: _____
Contact Name: _____
Contact Number: _____
When was your last load with this company? _____

Company Name: _____
Contact Name: _____
Contact Number: _____
When was your last load with this company? _____

Company Name: _____
Contact Name: _____
Contact Number: _____
When was your last load with this company? _____

RETURN THIS SHEET WITH YOUR SIGNED CONTRACT



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

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

SERVICE DATE
March 08, 2019

LICENSE
MC-1020930-B
U.S. DOT No. 3246767
JB HARRIS LOGISTICS LLC
NEWNAN, GA

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, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



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

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

SERVICE DATE
April 20, 2020

PERMIT
FF-37141-P
U.S. DOT No. 3246767
JB HARRIS LOGISTICS LLC
NEWNAN, GA

This Permit is evidence of the carrier's authority to engage in operations as a **freight forwarder of property (except household goods)**.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

This Permit will remain in force until revoked as provided by the Federal Motor Carrier Safety Administration.

A handwritten signature in cursive script, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

PFP

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
JB Harris Logistics LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P. O. Box 73409

6 City, state, and ZIP code
Newnan, GA 30271

7 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 generally 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
8	3	-	3	4	7	3	7	9	2

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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ *Amy Nally* Date ▶ **01-01-2020**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



March 28, 2019

RANDY ARAGON
HARRIS, JB LOGISTICS LLC
PO BOX 73409
NEWNAN, GA 30263

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT

The Standard Carrier Alpha Code of **HJBG** has been assigned to:

HARRIS, JB LOGISTICS LLC
PO BOX 73409
NEWNAN, GA 30263
MC-1020930
US DOT- 3246767

This Alpha Code will apply only to the company name shown above through June 30, 2020. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at customerservice@nmfta.org.

If you participate in the Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:

AMS.SCAC@DHS.GOV
Customs and Border Protection
Attention: SCAC Beauregard, Cube: A-105-3
1801 N. Beauregard Street
Alexandria, VA 20598-1350

If you would also like to participate in the Automated Export System (AES) program, please email AMS.SCAC@DHS.GOV [and askaes@census.gov] a request to enable your SCAC for AES. All SCACs are automatically uploaded to ACE within 24 hours.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

NOTICE: Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

FORM BMC-84

Bond Number: 10088063

Filer FMCSA Account Number: MC#1020930

COPY

KNOW ALL MEN BY THESE PRESENTS, that we, JB Harris Logistics LLC
(Name of Broker or Freight Forwarder)
of 477 Corinth Rd
(Street) Newnan Georgia 30263
(City) (State) (Zip)
as PRINCIPAL (hereinafter called Principal), and Hudson Insurance Company
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Delaware
(State) (hereinafter called Surety), are held and firmly bound unto the United States of

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of 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 bond 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 therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder 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 and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 27th day of February, 2019, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 27th day of February, 2019.

PRINCIPAL

JB Harris Logistics LLC
 COMPANY NAME
 477 Corinth Rd Newnan
 STREET ADDRESS CITY
 Georgia 30263 770-251-8921
 STATE ZIP CODE TELEPHONE NUMBER

(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

SURETY

Hudson Insurance Company
 COMPANY NAME
 1035 Greenwood Blvd, Suite 265 Lake Mary
 STREET ADDRESS CITY
 Florida 32746 215-766-1990
 STATE ZIP CODE TELEPHONE NUMBER

John D. Weisbrot, Attorney-in-Fact

(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

COPY

