

Dear Contract Carrier,

England Logistics would like to add your company to our growing list of active, approved carriers.

- _____ Carrier profile (attached)
- _____ Carrier Contact Form (attached)
- _____ Carrier's registration & D.O.T. safety rating review letter
- _____ Completed form W-9 (attached)
- _____ Cargo insurance certificate (\$100,000 minimum with no cargo exclusion) See page 2
- _____ All auto liability insurance certificates. (Combined single limit minimum of \$1,000,000) See page 2
- _____ Signed title California CARB 13 C.C.R. 2477 page (attached)
- _____ Signed copy of the Transportation Brokerage Agreement (attached)
- _____ Signed Payment Options Form (attached)
- _____ Cab Card/Truck Registration may be requested

Please return the requested information by fax, email, or mail in order to be processed as an England Logistics carrier.

CERTIFICATE OF INSURANCE REQUIREMENT

Please be advised that England Logistics utilizes the services of a carrier and insurance monitoring company, Assure Assist, Inc.

In order to be approved to transport loads brokered by England Logistics, Inc. ("EL") a Certificate of Insurance listing "Assure Assist, Inc." as the certificate holder is required. Such Certificate needs to be sent to Assure Assist by your insurance agent or insurance company within an hour of receiving your carrier packet from EL (during regular business hours).

Please cooperate with this request; as they provide us with an extremely valuable service. The Certificate Holder section of the Certificate should be completed as follows:

Certificate Holder information:

Assure Assist, Inc.
543 Country Club Drive, Unit B338
Simi Valley CA 93065

Send Certificate to:

coi@assureassist.com or fax to 818-401-0585

If you have any questions or concerns regarding Assure Assist, Inc., feel free to email them at help@assureassist.com or call them at 818-453-8591.

Thank you for your cooperation,
England Logistics Carrier Compliance Team
elcompliance@englandlogistics.com



ENGLAND LOGISTICS
CONTRACT CARRIER CONTACTS

Company Name: _____

Company DOT#: _____

Owner/President: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Dispatcher: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Dispatcher: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Dispatcher: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Dispatcher: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Dispatcher: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Dispatcher: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Billing: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Tire Decision Maker: _____

Phone: (____)____-____

Fax: (____)____-____

Email: _____

Does your company want the option to receive advances for fuel or accessorial charges? Yes ___ No ___

Receive up to 40% of the total settlement, with a maximum advance of \$2000. A \$25 fee is charged for this service.

Want to get paid faster, view our load board, or post your equipment? You can view all of our great options by logging onto our website.

www.Englandlogistics.com

Person completing this form: _____

Title: _____

Signature: _____

Date: ___/___/___



CONTRACT CARRIER PROFILE

COMPANY NAME: _____

DBA: _____ HEADQUARTERS: ___ Y ___ N

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____ FED ID # _____

CONTACT: _____ BILLING /AR CONTACT: _____

E-MAIL (mandatory): _____ PHONE: _____ FAX: _____

DOT#: _____ MC#: _____ SAFETY RATING: _____ SCAC CODE: _____

MWBE Certified?: Y ___ N ___ If yes, please fax proof of certification with application
(Minority or Women-Owned Business Enterprise)

FACTORING: ___ YES ___ NO COMPANY: _____ EXPIRATION: _____

FUEL CARD: ___ YES ___ NO If Yes, with whom? _____

DO YOU HAVE A NATIONAL TIRE ACCOUNT: ___ YES ___ NO DO YOU HAVE EOBR: ___ YES ___ NO

EQUIPMENT SUMMARY: TRACTOR COUNT: _____ TRAILER COUNT: _____

OF COMPANY DRIVERS: _____ # OF O/O DRIVERS: _____

	REEFER	DRY VAN	FLATBED
SIZE	_____	_____	_____
COUNT	_____	_____	_____

SATELLITE: _____ PAGER: _____ MOBILE: _____

BILLING INFORMATION

This document will be used to set-up your company as a vendor for England Logistics
*All Fields MUST be completed

REMITTANCE ADDRESS _____

CITY: _____ STATE: _____ ZIP: _____

FACTORING COMPANY NAME: _____

FACTORING REMITTANCE ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERSON COMPLETING FORM: _____ TITLE: _____

PHONE: _____ REMITTANCE EMAIL: _____

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.	
	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (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.

Social security number									
or									
Employer identification number									

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.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶	Date ▶
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.



ENGLAND LOGISTICS, INC.

MC 635748B

Transportation Brokerage Agreement

This Agreement is entered into this _____, day of _____, 2____, by and between ENGLAND LOGISTICS, INC., Salt Lake City, Utah (“BROKER”), a Registered Property Broker, Lic. No. MC-635748B, and _____, a Registered Motor Carrier, Permit/Certificate No. DOT-_____ (“CARRIER”). BROKER and CARRIER may be collectively referred to as the “Parties.” (“Registered” means operated under authority issued by the Federal Motor Carrier Safety Administration (“FMCSA”) or its predecessors within the U.S. Department of Transportation).

1. CARRIER WARRANTIES AND REPRESENTATIONS.

CARRIER represents and warrants that:

1.1 CARRIER is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities.

1.2 CARRIER shall transport the property, under its own operations authority identified above, and not under the authority of any other Motor carrier, and subject to the terms of the Agreement.

1.3 CARRIER agrees that a Shipper’s insertion of BROKER’s name as the carrier on a bill of lading is erroneous, shall be corrected by CARRIER, and if not corrected, shall be for the Shipper’s convenience only and shall not change BROKER’s status as a property broker, nor shall it change CARRIER’s status as a motor carrier.

1.4 CARRIER shall commingle commodities only in accordance with DOT regulations.

1.5 CARRIER will not re-broker, co-broker, subcontract, assign, interline, or transfer the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the Delivering Carrier, in lieu of payment to CARRIER. CARRIER shall not be released from any liability under this Agreement. CARRIER will be liable for consequential damages for violation of this Paragraph.

1.6 CARRIER is in compliance, and shall maintain compliance during the term of this Agreement, with all applicable federal, state, Canadian federal, provincial and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products; qualifications and licensing and training of drivers; implantation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and all applicable insurance laws and regulations, including, but not limited to, workers’ compensation.



1.7 To the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. CARRIER shall indemnify BROKER from any penalties, costs or any other liability, imposed on BROKER and/or its shipper customer because of CARRIER's use of non-compliant equipment and/or not providing its dispatched driver with the appropriate BROKER contact information as required by the State of California.

1.8 CARRIER is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIER's vehicles, drivers and facilities. CARRIER further warrants that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, or information from BROKER or BROKER's customer(s) with respect to any shipment at any time.

1.9 CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold as an entity or in the case of an asset purchase involving a significant percentage of the company's assets, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

1.10 CARRIER understands it may transport temperature controlled goods and represents and warrants that when such loads are accepted, CARRIER is experienced in transporting temperature controlled products and understands that delivery time requirements and temperature specifications are critical.

1.11 CARRIER shall provide broker with immediate notice of any alleged or actual circumstances that may have caused, contributed to, or resulted in rejection by the consignee or freight damage or loss. Notice shall be provided by telephone, fax, and/or email.

1.12 CARRIER shall comply with shipper seal requirements communicated to CARRIER on any rate confirmation, bill of lading, or otherwise.

1.13 CARRIER does not have an "unsatisfactory" or "conditional" safety rating issued by the FMCSA. CARRIER will notify BROKER in writing immediately if its safety rating is changed "unsatisfactory" or "conditional."

1.14 CARRIER authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.

1.15 CARRIER has investigated, monitored, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES.

2.1 SHIPMENTS. BROKER agrees to solicit and make efforts to obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at



least one (1) load/shipment annually. BROKER shall inform CARRIER of (a) the place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified by shipper.

2.2 **BILLING.** BROKER agrees to conduct all billing services to shippers or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER'S) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Rate Confirmation Sheet(s), which are incorporated herein by reference. Additional rates for truckload or LTL shipments, or modification or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email or other written electronic means) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.

2.3 **RATES.** Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER had paid it. All written confirmations or rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

2.4 **PAYMENT.** The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's undisputed invoice within 30 days of receipt of a legible copy of the bill of lading, signed Rate Confirmation Sheet, and any and all other documents pertaining to the load reasonably required by BROKER, provided CARRIER is not in default under the terms of the Agreement. CARRIER shall not seek payment from Shipper if Shipper can prove payment to BROKER. BROKER may offset claims against CARRIER'S invoices.

2.5 **SURETY BOND.** BROKER shall maintain a surety bond/trust fund as required by law and on file with the FMCSA in the form and amount not less than that required by that agency's regulations.

2.6 **SCOPE.** BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES.

3.1 **EQUIPMENT AND PERSONNEL.** Subject to its representations and warranties herein, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid, or liquid, regardless of whether they meet the definition in 40 C.F.R. § 261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered timely as required by shipper or BROKER. When transporting temperature controlled goods, CARRIER will furnish equipment which is sanitary, and free of any contaminations, suitable for the particular commodity being transported, and which will not cause in whole or in part adulteration of the commodity as defined in 21 U.S.C. § 342.



3.2 BILLS OF LADING. CARRIER shall sign a bill of lading in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under the Agreement, and CARRIER shall clearly identify itself as the CARRIER on the bill of lading. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is/are loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of the Agreements shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

3.3 LOSS & DAMAGE CLAIMS.

3.3.1 CARRIER shall comply with 49 C.F.R. § 370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.

3.3.2 CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.

3.3.3 CARRIER's indemnification liability herein for freight loss and damage claims shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under 3.3.2 above.

3.3.4 Except as provided herein, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing. Loss or damages arising out of delayed delivery, failed delivery, or failure to maintain required temperatures of temperature controlled shipments shall not constitute consequential damages but fall within the categories of damages covered by the Indemnity provisions found at Paragraph 3.5 and elsewhere herein.

3.3.5 Notwithstanding the terms of 49 C.F.R. 370.9, BROKER, acting as a facilitator for BROKER'S shipper customer, will submit freight loss and damage claims in compliance with 49 CFR 370.1 et seq. to CARRIER within 12 months of delivery date or scheduled delivery whichever is later. CARRIER shall pay, decline or make settlement offer in writing on all cargo loss and damage claims within 30 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 30 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of the Agreement.

3.3.6 CARRIER shall not sell, auction, or otherwise salvage or dispose of any allegedly damaged or compromised shipment without the prior written consent of BROKER or the shipper.

3.4 INSURANCE. CARRIER is responsible for its own insurance in accordance with federal law, and shall provide evidence to BROKER of coverage for CARRIER by furnishing BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public



liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles), \$1,000,000.00 (\$5,000,000.00 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances) and including coverage for remediation and clean-up costs; cargo damage/loss \$100,000.00; workers' compensation, insurance for CARRIER'S employees as required by law with limits required by law. Except for the higher coverage limits that may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

3.5 INDEMNITY. CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any and all losses, claims, actions, suits, demands, or damages arising out of or related to CARRIER'S acts, omissions, performance, or breach of any warranty, representation or obligation under this Agreement. The obligation to defend shall include any and all costs of defense as they accrue, including but not limited to attorney's fees from counsel of BROKER'S choice. The term "claims" as used herein shall include, but not be limited to, actions, suits, demands, or damages of any kind. Losses as used in this paragraph include short pays or offsets.

3.6 ASSIGNMENT OF RIGHTS. CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any other responsible third party on receipt of payment from BROKER.

3.7 TAXES AND EMPLOYMENT OBLIGATIONS. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder.

4. MISCELLANEOUS.

4.1 INDEPENDENT CONTRACTOR. It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, or any other aspects of the manner or method of the work or services performed by CARRIER or otherwise, and nothing contained herein shall be construed to be inconsistent with this provision. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.

4.2 NON-EXCLUSIVE AGREEMENT. CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

4.3 WAIVER OF PROVISIONS.

4.3.1 Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.



4.3.2 This Agreement is for specified services pursuant to 49 U.S.C. § 14101(b). To the extent that terms and conditions herein are inconsistent with part (b) Subtitle IV, of Title 49 U.S.C., the Parties expressly waive all rights and remedies they may have under the Act.

4.4 DISPUTE RESOLUTION.

4.4.1 In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be arbitration. Provided, however, either Party may apply to a court of competent jurisdiction venued in Utah for injunctive relief. Arbitration proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLC (TAM), or upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. The decision of the arbitrator(s) shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recover costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of the arbitrator(s). Arbitration proceedings shall be conducted at the office of the TAM nearest Salt Lake City, Utah, or such other place as mutually agreed upon by the parties in writing. Proceedings may be conducted by telephone or videoconference, or as directed by the acting arbitrator(s). Venue for any such action or enforcement of any arbitration decision shall be in the state in which the arbitration occurred, or if disputed by the parties, Salt Lake City, Utah. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Utah shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

4.4.2 Subject to the time limitation set forth in 4.4.1, for disputes where the amount in controversy exceeds \$10,000, BROKER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. In the event of litigation, the prevailing party shall be entitled to recover costs, expenses, and reasonable attorney's fees, including, but not limited to, any incurred on appeals.

4.4.3 Subject to the time limitation in 4.4.1, for disputes where the amount of controversy does not exceed \$10,000, BROKER shall have the right, but not the obligation, to select litigation in small claims court in order to resolve any disputes arising hereunder. The prevailing party shall be entitled to recover costs, expenses, and reasonable attorney's fees, including, but not limited to, any incurred on appeals.

4.4.4 Venue, controlling law, and jurisdiction in any legal proceedings under this Agreement shall be in the State of Utah, Salt Lake County.

4.5 BROKER'S ACCOUNTS. Except as otherwise agreed to in writing by BROKER: (1) During the term of the Agreement, and for a period of 18 months following termination of this Agreement, CARRIER agrees not to solicit business from, nor perform any transportation related services directly or indirectly on behalf of any of BROKER's customers first introduced to it by BROKER, or through the performance of this Agreement. However, if CARRIER conducted business with BROKER's customers within one year prior to entering into this Agreement, then CARRIER can continue to solicit those lanes



previously served. "Traffic lanes" for purposes of this Agreement shall mean origination locations to destination locations for both truckload and LTL shipments." "Broker's customers" for purposes of this Agreement shall mean any shipper, consignee or other party responsible for payment, for whom BROKER provided transportation services and was billed for those services; and (2) where shipper and/or consignee BROKER customers have multiple traffic lanes, the prohibition of the paragraph is intended to apply only to those traffic lanes, for which BROKER provided transportation services as described above. The prohibitions of this paragraph are intended to be effective regardless of whether BROKER's customers are treated as confidential for any reason. If CARRIER violates the terms of this paragraph, BROKER shall be entitled to elect its damages, including but not limited to BROKER'S lost profits, CARRIER'S disgorgement of profits, or to collect/recover 15% of the gross compensation received by CARRIER from any and all such customers on all shipments that CARRIER transports for any such customer(s) during the term of the Agreement and/or the 18 month period following the date of termination. In addition to the above remedy, BROKER may seek injunctive relief and CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

4.6 CONFIDENTIALITY.

4.6.1 In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial and other proprietary, confidential, or sensitive information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements, that is shared or learned between the Parties and their customers, shall be treated as confidential, and shall not be disclosed or used for any reason without prior written consent.

4.6.2 In the event of violation of the Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and the parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of the Agreement in which case the prevailing Party shall be entitled to recover all costs and expenses incurred, including but not limited to reasonable attorney's fees.

4.7 NOTICES. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid, by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

4.8 CONTRACT TERM. The term of this Agreement shall be one (1) year from the date hereof and thereafter it shall automatically be renewed for successive one-year periods, unless terminated, upon thirty (30) days prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance in the terms of the Agreement.

4.9 SEVERANCE/ SURVIVAL. In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of the Agreement for any reason.



4.10 FAX & EMAIL CONSENT. The Parties to this Agreement are authorized to fax or email to each other at the numbers shown herein (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

4.11 ENTIRE AGREEMENT. Except for Exhibit A and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire agreement and understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and/or understanding of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

Carrier

Authorized Signature (Sign) (Print)

Title

Company Address

Phone

Fax

England Logistics Authorized Signature

Title

1325 S. 4700 W., Salt Lake City, UT 84104

Company Address

866-351-9252

Phone Number

888-254-0659

Fax #

Re: DOT / FMCSA Safety Compliance

Dear Valued Carrier:

As a condition of contracting with England Logistics, to transport freight for its shipper customers, you are required to provide assurance of your compliance with DOT and FMCSA safety regulations included in, but not limited to, 49 C.F.R. Parts 382-396. The purpose of this letter is to specifically request your written confirmation that you are in compliance with, and will continue to operate in compliance with, all safety requirements of U.S. DOT and FMCSA during the term of your agreement with England Logistics.

DOT and FMCSA safety compliance includes, but is not limited to, carriers following a written safety plan which addresses the following:

- A. No drivers are currently employed or will be employed who:
 - 1. Have more than three moving violations in the past twenty-four-month period (CDL offenses count as double).
 - 2. Have been cited for causing a fatal accident.
 - 3. Have violated or violate hours of service regulations.
 - 4. Violate any qualification of driver regulations
 - 5. Have violated or violate any drug or alcohol testing regulation.

- B. Carrier compliance with:
 - 1. Inspection, repair, and maintenance file on all equipment showing compliance with Federal regulations.
 - 2. All other applicable safety fitness procedures.
 - 3. Log of port inspection reports / violations.

*Thank you in advance for your attention to this matter.
England Logistics, Carrier Relations*

We, hereby certify that we are now in compliance with and, during the term of our agreement, will remain in compliance with ALL current DOT and FMCSA safety requirements. We agree to notify England Logistics immediately in the event of any change in our safety rating.

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Re: Title 13, California Code of Regulations, §2477, et seq. (CARB's TRU ATCM)

Dear Carrier,

Beginning January 1, 2013, motor carriers that dispatch trucks and trailers equipped with Transport Refrigeration Units (TRUs) on California highways and railways are required to comply with the California Air Resource Board's (ARB) Transport Refrigeration Unit (TRU¹) Airborne Toxic Control Measure² (ATCM) and must:

- A. Only dispatch trucks and trailers equipped with TRUs that comply with ARB's TRU ATCM in-use performance standards.
- B. Provide the following information to the dispatched driver:
 - a. Motor carrier's business name, street address, state and ZIP code;
 - b. Motor carrier contact person's name and business phone number; and
 - c. Information provided by the business entity that hired the motor carrier, as follows; business name, address, contact person or group, and phone number of the business entity that arranged, hired, or contracted for the transport of the temperature controlled goods being hauled.
- C. Comply with all other requirements of ARB TRU ATCM that may not be listed here.

The purpose of this letter is to specifically request your written confirmation that you are in compliance with, and will continue to be in compliance with, all requirements of Title 13, California Code of Regulations, §2477, et seq.

To the extent that any shipments subject to this certification are transported within the State of California on TRUs, we warrant that we shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. We agree to indemnify ENGLAND LOGISTICS, INC. (EL)³ against any penalties, costs or any other liability, imposed on EL and its shipper customer because of our use of non-compliant equipment and or not providing our dispatched driver with the appropriate contact information as required by the State of California. We agree to notify you in the event we do not become compliant or in the event of a lapse of such compliance.

Company Name: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

¹ TRUs are often referred to as reefers. This applies to TRUs and TRU generator sets.

² Title 13, California Code of Regulations, §2477, et seq.

³ England Logistics, Inc. is defined under the operating authorities MC#635748-B & FF#10697



GET PAID FASTER USING ENGLAND LOGISTICS' PREFERRED DOCUMENT DELIVERY METHODS

England Logistics prefers that you submit your load paperwork and invoices using TRANSFLO \$Velocity or TRANSFLO Mobile+. These services allow you to get your invoice and trip paperwork to us in a matter of minutes instead of days so you **GET PAID FASTER.**

Benefits to You

- ✓ Get paid faster – no more waiting for the mail to deliver the documents. Your invoice goes directly into the payment process.
- ✓ Free to download and free to use!
- ✓ Total control of your documents because you keep your original paperwork.
- ✓ Ability to confirm that your invoices arrived for processing with the confirmation number provided.
- ✓ Eliminates the need to make copies before sending your documents saving you time and money.

Go to your smartphone store or www.transfloveLOCITY.com to get the free application. Use our Broker ID of **ENGLV**.

PAYMENT OPTIONS

CARRIER/VENDOR BILLING

Please submit invoice, legible copy of POD, and all other pertinent documents

1 Day Quick Pay

- Submit invoices by 1300 MST (1:00 PM MST) for SAME DAY pay via Comcheck
- Processing Premium: 6% off of net plus a \$10 Comcheck fee
- No contract, invoice by invoice basis

Email qp1@englandlogistics.com Fax 801-736-7914

2 Day Quick Pay

- Submit invoices by 1600 MST (4:00 PM MST) for TWO BUSINESS DAY pay via Comcheck
- Processing Premium: 4% off of net plus a \$10 Comcheck fee
- No contract, invoice by invoice basis

Email qp2@englandlogistics.com Fax 801-736-7915

7 Day Quick Pay

- Paid by ACH or ECS fuel card
- All invoices at a 1.5% reduction or \$10, whichever is greater

Email elcp@englandlogistics.com Fax 801-736-7983

Standard 15 Day Pay

- Paid by ACH, ECS fuel card, or check. (\$3.50 processing fee for anything paid by check)

Email elcp@englandlogistics.com Fax 801-736-7983

(Select your payment option below)

7 Day ECS Fuel Card
7 Day ACH

15 Day Standard Pay ECS Fuel Card
15 Day Standard Pay ACH
15 Day Standard Pay Check

Name of Carrier: _____

For ECS Fuel Card

DOT#: _____ CID#: _____ Remittance Email: _____

By signing this agreement, carrier agrees to the payment plan terms and conditions selected and agrees that such terms and conditions will apply on all invoices, unless a written or email request is otherwise submitted and England Logistics is provided a reasonable amount of time to implement such change.

For ACH

Name on Account: _____ Bank Name: _____
Bank Acct#: _____ Routing#: _____ DOT#: _____
Remittance Email: _____

I hereby authorize England Logistics to initiate entries to my checking/savings account at the financial institution listed above and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until England Logistics is notified by me in writing to cancel it in such time as to afford England Logistics and the financial institution a reasonable opportunity to act on it.

Print Name: _____ Date: _____

Signature: _____ Date: _____

Submit completed form to elap@englandlogistics.com or fax 801-736-7929



England Carrier Services

INTRODUCTION

At England Logistics, we understand how vital your role is in providing shipping services to businesses across the nation. That is why ECS has developed a custom suite of services to enhance your experience as a valued carrier on the England Logistics team. Learn more about these exciting benefits below.

Commercial Tire Discounts

England Carrier Services has been able to negotiate favorable pricing on name brand tires at dealers nationwide. As a thank you to our network carriers, we would like to pass those savings on to you! Through our tire program, you have access to similar discounts as large commercial trucking companies.

PROGRAM BENEFITS

- ▶ Buy the best tire brands at reduced pricing
- ▶ Improve your fuel efficiency and tire wear
- ▶ Benefit from our extensive tire testing program
- ▶ Take part in one of the best warranty programs in the tire industry
- ▶ Access to England Carrier Service's after-hours services including tire repair and location assistance

England Logistics' England Carrier Services Advantage

- Fuel discounts through ECS Fuel Card program
- Low fees and factoring rates through ECS' Factoring Solution
- Commercial tire discounts available to all size carriers



Why Factor with ECS?

Most companies wait 30 - 45 days after delivery before payment is received but still have to deal with high diesel costs, payroll, truck maintenance, and other expenses. England Carrier Services will help you to offset your upkeep costs and obtain your goals by providing Accounts Receivable Factoring Services.



Fuel Discounts - ECS Fuel Card

- ▶ Discounted fuel with in-network fuel stations
- ▶ Use the card anywhere nationwide
- ▶ Free fuel card loading 24/7
- ▶ Save money at the pump immediately
- ▶ Personal account management

Accounts Receivable Factoring

- ▶ Extensive experience in the trucking industry
 - ▶ Scalable to diverse business structures
 - ▶ Personal Account Management
 - ▶ Customizable services and plans
 - ▶ Best rates in the industry
-

Carrier Opportunities

Thanks to a diversified set of services, a unified team of professionals, and an ambitious vision, England Logistics is able to offer opportunities to many of America's best carriers. Carrier opportunities available through:

➔ **FTL** | FULL TRUCKLOAD

➔ **LTL** | LESS-THAN-TRUCKLOAD

➔ **IMC** | INTERMODAL

➔ **SCM** | SUPPLY CHAIN MANAGEMENT