

Paul Logistics, Inc

CARRIER PACKET

Thank you for your interest in becoming an approved carrier for Paul Logistics, Inc. We look forward to working with you. Please see below our requirements in becoming an approved Paul Logistics, Inc carrier.

1. Carrier Profile (Required)
2. Transportation Agreement (Required) ****PLEASE INITIAL EACH PAGE****
3. Completed W-9
4. Insurance requirements \$100,000.00 cargo, and \$1,000,000.00 liability. Certificate Holder under the company name:

**PAUL LOGISTICS, INC.
15202 East Admiral Place
Tulsa, OK 74116**

*****FAX ALL COMPLETED PAPERWORK TO: 918-794-0530*****

Any questions regarding payment matters, please call 580-242-4129

Thank you,

Paul Logistics, Inc.

Billing Address

P.O. BOX 691200
Tulsa, Ok 74169-1200

Physical Address

15202 East Admiral Place
Tulsa, Ok 74116

Paul Logistics, Inc

CARRIER PROFILE

Name of the agent you are working with _____

MC# _____

DOT# _____

Carrier Name _____

Location Address _____

Mailing Address _____

Local Phone _____

Toll Free _____

Fax _____

Email Address _____

Insurance Company Name _____

Policy# _____

Insurance Agent Name _____

Insurance Agent Phone _____

Dispatch Contact _____ Phone: _____ Email: _____

Accounts Payable _____ Phone: _____ Email: _____

Other Contact _____ Phone: _____ Email: _____

(PAUL USE) Carrier
Code: _____

BROKER/CARRIER TRANSPORTATION AGREEMENT

THIS AGREEMENT is made and entered into _____ day of _____, 20 __, by and between PAUL LOGISTICS, INC (A: Broker), whose principal office is at 301 W. Maine Ave. STE 110, Enid, OK 73701, and _____ (A: Carrier), whose principal office is at _____.

Whereas, Broker is duly authorized broker, licensed to arrange for the transportation of freight (except household goods) by motor vehicle pursuant to License No. MC-677168 (a copy of which license is attached hereto and made a part of hereof) issued by the Federal Motor Carrier Safety Administration (FMCSA); and

Whereas, Carrier is a motor contract carrier of property authorized by Permit No. MC-_____ (a copy of which permit is attached hereto and made a part of hereof) to provide transportation of property under contract with shippers and receivers of general commodities (other than household goods), and is qualified and competent to provide the transportation services required by Broker under this agreement for the benefit of third-party shippers or receivers of goods;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the mutual benefits to be derived from this agreement, Broker and Carrier agree as follows:

Agreement

GENERAL PROVISIONS:

1. Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle from and to such points between which service may be required, such quantities of authorized commodities as Broker may require, subject to the availability of suitable equipment.
2. Carrier represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated by this agreement. Carrier further represents and warrants that it does not have an unsatisfactory safety rating issued by the Federal Motor Carrier Safety Administration ("FMCSA") of the U.S. Department of Transportation ("DOT"), and that it possesses, and shall keep in full force and effect at all times, all of the necessary federal and state permits, licenses, and operating authorities to enable it to lawfully serve Broker and its customers as a motor contract carrier qualified and adequately equipped to perform the motor service it is obligated to provide hereunder. In connection therewith, Carrier is responsible for, and agrees to comply with, all applicable federal, state and municipal laws and regulations pertaining to motor carriers. Carrier further agrees that it will not use any vehicles to haul freight under this agreement which do not fully comply with all such applicable federal, state, and municipal laws and regulations, and that it will not use, in fulfillment of this agreement, a driver who is not fully qualified under all such applicable federal, state, and municipal laws and regulations, or who met or exceeded his or her allowable hours of service thereunder.
3. Upon tender of shipments under this agreement, Carrier agrees to transport with reasonable dispatch.
4. Carrier covenants and agrees that it shall be liable for all damages, shortages and losses of any kind that may befall the cargo being transported from the time of its receipt by Carrier until proper delivery is made.
5. Carrier covenants and agrees to hold Broker harmless from and indemnify Broker for any liability resulting from loss or damage to any freight transported by Carrier pursuant to this agreement, including all costs of defending such claims. Carrier also agrees to indemnify and hold Broker and its customers harmless from and against all claims, demands, losses, costs, attorneys fees, damages, suits, judgments, penalties, interest expenses, and liabilities of any kind or nature whatsoever, arising out of or in any way related to the performance or breach of this agreement by Carrier, its employees,

INITIAL _____

Agents, or independent contractors (collectively, the "Claims"), including but not limited to any damage or injury, including death, to persons or property; provided, however, that Carrier's indemnification and hold harmless obligations

under this paragraph will not apply to any portion of the Claims that are attributable to the negligence or willful misconduct of Broker or its customer. In addition, Carrier agrees to procure and maintain, at its sole cost and expense, the following insurance coverage's with an insurance company acceptable to Broker:

- A. All risk broad form motor truck cargo liability insurance (including reefer breakdown coverage where protective service is required) with minimum limits of \$100,000.00, and in the form required by 49 C.F.R. 1043.2 (b). Such insurance shall also cover Carrier's contractual liability under this Agreement, and shall have no exclusions or restrictions that would not be accepted by the Department of Transportation/Federal Highway Administration for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the Cargo Insurance filed in accord with said section. Broker may require cargo insurance in excess of the minimum amount stated above depending upon the value of the cargo to be transported, in which event said additional insurance shall be evidenced by an appropriate Endorsement to the existing policy.

- B. Commercial automobile liability insurance as required by the Department of Transportation/Federal Motor Carrier Safety Administration for the protection of the public, including contractual liability coverage for all liabilities assumed by Carrier under this agreement, with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000.00 per occurrence, and containing the standard MCS 90 Endorsement.

- C. Statutory Worker's Compensation Insurance Coverage in such amounts and in such form as required by applicable state law.

Carrier shall furnish to Broker written certificates of insurance obtained from its insurance carrier showing that the above insurance coverage's have been procured and are being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to Broker at least thirty (30) days prior to such cancellation or modification. In addition, Broker may, in its sole discretion, require that Broker and its customer be named as additional insured's on Carrier's commercial automobile liability insurance policy, and as loss payees on Carrier's motor truck cargo liability insurance policy, as evidenced by an endorsement on the certificates of insurance. Upon request, Carrier shall provide Broker or customer with copies of the applicable insurance policies, including a list of all exclusions and/or restrictions on coverage.

6. Rates and charges for freight moved under this agreement shall be as agreed to between the parties here to in writing. Changes to said rates and charges must also be in writing and mutually agreed to. The rate confirmation shall also contain the conditions of, and charges for, any additional or accessorial services which may be required to be performed.

7. Rates may be established or amended verbally in order to meet specific shipping schedules, but such verbal agreement shall be reduced to writing within five (5) working days of the movement of the involved freight in order to remain binding between the parties.

8. Carrier shall, on each movement, issue a uniform (standard) Bill of Lading. The traffic shall move under the terms and conditions of such Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims, and Carrier, shall be liable to the person entitled to recover under the Bill of Lading. The Bill of Lading shall contain the name and address of the consignor and consignee and shall note that the shipment was transported by the "Carrier", acting as a carrier, and that the shipment was arranged by the "Broker", acting as a Broker. The name of the Broker shall appear in the "Bill to" or "Special Instructions" section of the Bill of Lading.

INITIAL _____

Carrier shall and does assume the liability of an interstate motor carrier as provided by 49 U.S.C. '14706 (commonly referred to as the Carmack Amendment) and federal common law from the time of receipt of said goods by Carrier until

proper delivery is made, and any exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability. The delivery receipt or Bill of Lading shall be prima facie evidence of the actual receipt of such goods in good order and condition unless otherwise noted on the face of such document.

This agreement shall control over any inconsistent terms of any Bill of Lading or other document.

9. It is understood and agreed that Broker assumes no liability for loss, damage or delay to the goods being shipped, and that such liability is directly between Carrier and the person entitled to recover under the Bill of Lading. However, Broker may transmit and provide copies of necessary claim documents, and may also withhold payment of any freight or other charges due Carrier pending the resolution of any claims for loss, damage or delay to the goods being shipped.

10. Carrier assumes all responsibility for hazardous material compliance.

11. Broker will bill the Shipper or Consignee directly for any freight and other charges due and payment thereof to Carrier. Broker shall relieve the Shipper of any liability for nonpayment to Carrier. Broker will be responsible for the payment of the agreed rates and charges to Carrier under the terms of this agreement for each shipment transported by Carrier, PROVIDED, HOWEVER, that Broker will only pay Carrier those detention and truck ordered but not used charges that Broker actually receives from the Shipper or Consignee. With the exception of detention and truck ordered but not used charges, as noted above, Broker shall pay the agreed rates and charges to Carrier within thirty (30) days of receipt by Carrier of Carrier's freight bill, Bill of Lading, and a signed delivery receipt containing no exceptions or notations indicating the existence of a possible cargo claim, provided that accurate and correct backup paperwork, i.e., copy of Contract Carrier Operating Authority, Certificates of Insurance naming Broker as Certificate Holder, and W-9 form, is already on file with Broker. Carrier agrees to look solely to Broker for payment of the agreed rates and charges, and agrees that its sole recourse in the event of nonpayment shall be against Broker, and not under any circumstances against Shipper or Shipper's customer. Carrier waives any and all claims it may have against Broker's customers for payment of charges for services rendered by Carrier hereunder. This provision shall survive the termination of this agreement.

12. Carrier shall not permit any encumbrance or lien to be entered, levied or to exist upon goods transported under this agreement, including but not limited to a lien for freight charges that may be due for that particular shipment or any prior shipment. Carrier shall remove such lien or encumbrance immediately after becoming aware of the existence thereof.

SUBCONTRACT PROHIBITION:

13. Carrier specifically agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third-party without the prior written consent of Broker.

RELATIONSHIP OF PARTIES:

14. The relationship of Carrier to Broker shall, at all times, be that of an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship.

15. Carrier's employees or leased operators shall not be deemed the employees or agents of Broker for any purpose, and Carrier shall have sole responsibility to determine and direct the manner, method and course of performing transportation service hereunder.

16. Carrier agrees to assume full responsibility for all salaries, insurances, taxes, and benefits of Carrier's employees in the performance of this agreement.

17. Carrier agrees that it is not authorized to act for or in any manner represent itself as an agent of Broker.

INITIAL _____

MISCELLANEOUS PROVISIONS:

18. Carrier agrees to immediately notify Broker of any changes in the safety rating that has been issued to it by the FMCSA, and if Carrier at any time receives an "Unsatisfactory" safety rating from the FMCSA, Broker may terminate this agreement immediately.

19. This agreement shall continue in effect until terminated by either party as provided herein. Said agreement may be terminated by either party on thirty (30) days written notice, or at any time for a material breach thereof by the other party.

20. This agreement shall not be assigned, transferred or shared by Carrier with any person, firm or corporation unless authorized by Broker in writing.

21. Carrier agrees that during the term of this agreement and for a period of one (1) year following termination of this agreement, neither Carrier nor its agents or employees, nor anyone under its control, will, either directly or indirectly, approach any shipper, consignor, consignee or customer of Broker who is first introduced to or serviced by Carrier as a result of this Agreement for the purpose of selling its services directly, or accepting traffic from such shipper, consignor, consignee or customer without Broker's participation. In the event that Carrier breaches this provision, Broker shall be entitled to liquidated damages equal to twenty percent (20%) of the gross revenue per load on any freight so transported by Carrier in violation of this provision, together with interest at the rate often (10%) per annum, and all costs and reasonable attorney fees that Broker incurs in the event legal proceedings are necessary to collect said amounts. In addition to the foregoing, Broker may also seek to enjoin Carrier from any further violations of this provision.

22. Carrier agrees that all information received during the course of this agreement shall be held in strict confidence, except as may be required by law or any rule or regulation thereunder.

23. In the event that the operation of any portion of this agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this agreement shall continue in full force and effect.

24. Carrier and Broker expressly waive any and all rights and remedies allowed under 49 U.S.C. §1410 1 to the extent that such rights and remedies conflict with this agreement. Failure of Broker to insist upon Carrier's performance under this agreement, or to exercise any right or privilege, shall not be a waiver of any of Broker's rights or privileges herein.

25. This agreement is to be interpreted according to the laws of the State of Washington, except that any statute or period of limitation applicable to interstate commerce shall apply. Venue for any action between the parties involving the interpretation or performance of this agreement shall be exclusively in the state or federal courts in Spokane County, State of Washington.

26. This agreement contains the entire understanding and agreement between the parties and any addition or modification thereof must be in writing and signed by both parties.

In witness whereof, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER:

Paul Logistics, Inc

By: _____

Printed: _____

Title: _____

CARRIER:

By: _____

Printed: _____

Title: _____

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee

Other (see instructions) ▶

Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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



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

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

SERVICE DATE
April 29, 2011

LICENSE
MC-677168-B
PAUL LOGISTICS INC
BAGWELL, TX

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 black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

Paul Logistics, Inc.

Carrier References

Billing Address

P.O. BOX 691200
Tulsa, OK 74169-1200

Accounts Payable

Jefferson Smith
Phone 580.242.4129
Fax# 918.794.0530

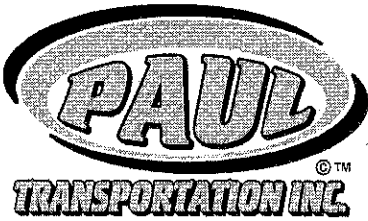
Trucking Companies

1. F&G Trucking
Contact-Diane
(405) 664-5004

Authority
MC# 677168
Tax ID# 264644129

2. MH Massey Transportation
Contact-Heath
(918) 824-3911

3. Womco Trucking
Contact-Mark
(903) 963-1630



Paul Logistics, Inc.
PO Box 691200
Tulsa, OK 74169
Phone: (580) 242-4129
Fax: (918) 794-0530
www.paulinc.com

Paul Logistics, Inc

Payment Policy Addendum

For proper payment and to ensure prompt payment please make sure that you:

Submit original bill of ladings with your invoice. **COPIES ARE NOT ACCEPTED.** (UNLESS PRE-APPROVED IN WRITING)

Include our signed rate confirmation sheet with your invoice

Reference our load number on your invoice

All additional charges must be authorized by our dispatch administration upon delivery. In which case, it is the Carrier's responsibility to obtain a revised rate confirmation from Paul Logistics within 24hrs

Our standered payment policy is Net 30 from our invoice date, not your invoice date

All questions regarding payment must be directed to our accounting department. For direct assistance contact Jeff at (580) 977-2908

Paul logistics does not pay detention for yard time. Paul Logistics will turn in detention to the customer, and at their discretion will pay or not pay, depending on their own detention policies.

I have read, understand, and agree with Paul logistics payment policy

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Signature

Date