



SOUTHEASTERN LOGISTICS SOLUTIONS

a Southeastern Freight Lines Company

Phone: 888.416.4042

Fax: 803.739.7187

www.sls.me

Name	Title	Phone Extension	Email
Accounts Receivables	Office Administration-Accounts Receivable-Carrier Set Up	ext. 8	admn@sls.me
Accounts Payable	Office Administration-Accounts Payable-Carrier Set Up	ext. 7	admn@sls.me
Dispatch – Group	Arrange for Pickup	ext.4	dispatch@sls.me
Rate Quote	Dry Van, Flatbed, Intermodal/Rail, Container Drayage	ext. 5	ratequote@sls.me
Rate Quote	Time Critical/Expedite	ext. 6	expedite@sls.me
Status Update	Load Status Updates	ext. 3	dispatch@sls.me
Ken Britt	Business Development Manager – SALES	ext. 18944	ken.britt@sls.me
Travis Powell	Business Development Manager – SALES	ext. 18936	travispowell@sls.me
Randy Roberts	President	ext. 18924	randy.roberts@sls.me

Transportation Credit Service

Dunn & Bradstreet
 Number: 00379-356-95A2

Trade Reference

COMDATA
 6000 Western Place Suite 900
 Fort Worth, TX 76107
 800 433 2502

TransCore
 11000 SW Stratus Street
 Portland, OR 23519
 800 547 5417

Memberships

Transportation Intermediaries Association (TIA)
 TIA P3 Member
 The National Expedite Association of North America (TEANA)
 National Association of Small trucking Companies (NASTC)
 NASTC – Best Broker

PM-25
(Rev.1/95)
Service Date
October 30, 1998

Federal Highway Administration License

M C 345057 B

Southeastern Logistics Solutions

West Columbia, SC, US

This license is evidence of applicant's authority to engage in operations, 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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division

(Facsimile)



SOUTHEASTERN LOGISTICS SOLUTIONS

a Southeastern Freight Lines Company

1 C. Trotter Rd - West Columbia, SC 29169

Tel: 803-739-3099 Fax: 803-454-2169

New Carrier Information

Date _____

Contract Y__ N__

Name: _____

Address: _____

Telephone: _____ Fax: _____

Dispatch Telephone 1) _____ 2) _____

Dispatchers 1) _____ 2) _____

Insurance Agent: _____

Agents Telephone Number: _____ Fax: _____

Insurance Company: _____

Policy Number: _____ Expiration Date: _____

Cargo Amount: _____ Expiration Date: _____

Liability: _____ Expiration Date: _____

List of Exclusions in your Cargo Policy: _____

Contract Sent By: _____ On File Y/N: _____

Federal ID Number: _____

Motor Carrier Number: _____

Type of Equipment:

____ Van ____ Reefer ____ F/B ____ H-Mat ____ Fleet ____ Ow/Op

Owner: _____

Reference: _____

TRANSPORTATION SERVICES AGREEMENT

This Transportation Services Agreement is entered into on this ____ day of _____, 2011, by and between Southeastern Logistics Solutions (“SLS”), a corporation with offices at 1 C Trotter Road, West Columbia, SC 29169, and [INSERT CARRIER’S NAME] (“CARRIER”) a corporation with offices at [INSERT CARRIER’S ADDRESS, STATE & ZIP CODE].

WHEREAS, SLS is a broker registered and authorized by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, under license number MC-345057 to arrange for the transportation of general commodities by motor carrier on behalf of shippers and receivers (collectively “Customers”), exercising control over the selection of carriers and the payment of charges for such transportation services;

WHEREAS, CARRIER is in the business of providing motor carrier services (trucking) for the movement of general commodities and represents that it is registered and authorized to operate in interstate and/or intrastate commerce by the FMCSA under permit number [INSERT NO.] and any other applicable federal, state, or local regulatory agencies, and is willing to provide such transportation services to the extent requested by SLS;

THEREFORE, consideration of the covenants and promises contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

SECTION 1 INDEPENDENT CONTRACTOR STATUS

1.1 It is the intent of the parties to this Agreement to create an independent contractor relationship. Therefore, in performing services pursuant to this Agreement, Carrier and any of its employees are independent contractors and should not be considered employees or joint employees of SLS for any purpose whatsoever. Carrier does not have any authority to represent SLS except as expressly provided in this Agreement.

1.2 This is a non-exclusive agreement and Carrier may represent, perform services for, and be employed by such additional clients, persons, or companies. Likewise, SLS is free to tender freight for transportation to other carriers.

SECTION 2 TRANSPORTATION SERVICES

2.1 SLS agrees to offer to Carrier at least one full truck load of freight per twelve month period for transport to and from such points between which service may be required and Carrier is authorized to serve. Carrier agrees to devote the requisite amount of time, in its sole discretion, to perform such transportation services and shall do so in a prompt, competent, and efficient manner within the generally-accepted service standards of the trucking industry and any special or distinct needs identified by SLS or its Customer(s), as described in Paragraph 3.2 below.

2.2 Carrier agrees and understands that SLS and their customer may from time to time require special services such as Flatbed, Specialized Equipment, Drayage, Cartage, Intermodal, Temperature Controlled Equipment, and or Expedite Services that will be described on the BOL and or the SLS Carrier Load Tender agreement.

2.3 Carrier shall transport all accepted loads on equipment owned by or leased to Carrier and may not re-broker, interline, subcontract, or utilize substituted rail service or any other service without the express written consent of SLS. Carrier shall ensure such equipment is clean, in good repair, and in working order.

2.4 Carrier understands that SLS deals in commodities requiring sanitary equipment which is in compliance with local, state and federal statutes and regulations. Carrier agrees that it will provide motor carrier equipment which is in compliance with such statutes and regulations, and specifically agrees that it will not provide equipment which has ever been utilized to haul garbage, trash, hazardous waste or Division 6.1 Poisonous/Toxic Material (as defined by 49 CFR §173.132).

2.5 In the event that Carrier becomes unable to deliver any load in accordance with the time requirements imposed, Carrier shall immediately notify SLS, which shall have the right, but not the obligation, to arrange for alternative transportation. In such instances, Carrier shall cooperate fully in the transfer of the load to a substitute carrier. However, the transfer of a load will not relieve Carrier of its obligations under this Agreement.

2.6 Carrier shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to motor carrier services including, but not limited to, driver qualification, licensing, and safety. Carrier shall utilize only competent and properly licensed personnel trained in the safety and response procedures applicable to shipments being transported.

2.7 Carrier currently has a "Satisfactory" safety rating issued by the FMCSA, and shall notify SLS in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

2.8 Carrier will notify SLS immediately if its operating authority is revoked, suspended or rendered inactive for any reason; if it is sold; or if there is a change in control of ownership.. Likewise, SLS will notify Carrier immediately if SLS's operating authority as a broker is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership.

SECTION 3 PAYMENT PROVISIONS & CARRIER RATE CONFIRMATIONS

3.1 Carrier shall bill all charges for transportation services directly to SLS as reflected in SLS's "Carrier Rate Confirmation" form, each of which shall be incorporated into this Agreement upon execution by SLS and delivery to Carrier by electronic transmission. Carrier shall acknowledge receipt and acceptance of the Carrier Rate Confirmation and any subsequent modifying confirmation(s) and return the same to SLS prior to loading.

3.2 At times, SLS or its Customers may have special or distinct needs that require refrigerated, containerized, bulk or other specialized equipment and/or consists of guaranteed delivery requirements that must be met without variation (subject to payment penalties). Any special or distinct needs will be described in the "Rate Confirmation" prior to Carrier's acceptance of the shipment.

3.3 For all accepted shipments, Carrier shall issue (or execute) a uniform straight bill of lading in its own name, showing the kind, condition, numerical quantity of the freight received and delivered by Carrier. Unless otherwise agreed in writing, Carrier shall become liable for the full actual value of the freight when it takes and receives possession and the trailer(s) is loaded, and liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the freight, by Carrier, shall not affect the liability of Carrier if Carrier or its agent received the freight.

3.4 Apart from the particulars stated above, any additional terms and conditions contained in such bill of lading, any other form of freight receipt, any tariff or tariff rules, or contract for shipment of Carrier, or any other similar document, including limitation of liability or payment terms, shall not apply to SLS and are explicitly superseded by the terms and conditions of this Agreement. The parties expressly waive any and all rights or remedies they may have in connection with claiming a rate, charge or fee which is different from the rate, charge or fee established under this Agreement.

3.5 Carrier shall provide SLS with copies of signed bills of lading and delivery receipts as evidence of services performed. SLS shall pay Carrier for the transportation services in accordance with the shipping rates established under this Agreement. SLS shall pay Carrier's invoice(s) within Thirty (30) days of receipt by SLS of Carrier's valid, uncontested invoice and documentation of proof of pick-up and delivery covering such transportation services, provided Carrier is not in default under the terms of this Agreement. SLS will invoice the party contractually responsible for payment to SLS.

3.6 Carrier agrees that it shall look solely to SLS for payment for any services rendered, and shall not contact the shipper or consignee regarding payment of invoices without the prior, express written consent of SLS. Carrier agrees that no loss of discounts, penalties, interest or late charges of any nature whatsoever will be assessed against SLS or its Customer(s) for occasional and inadvertent late payments.

SECTION 4 CARGO LIABILITY AND CLAIMS

4.1 Carrier shall be liable to SLS, and its Customers, for all loss, damage or injury to all cargo occurring while in the possession or under the control of Carrier, or resulting from Carrier's performance or failure to perform the services undertaken by Carrier under the terms of this Agreement. Carrier's liability for cargo loss and/or damage shall not apply to the extent such loss or damage occurs as a result of negligence on the part of SLS or its Customers. Carrier's liability shall not exceed \$20 per pound per package, subject to a maximum liability of \$100,000 per shipment. Any other attempt by Carrier to limit its liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt or tariff (whether filed,

published or independently determined), whether purported to be incorporated by reference into this Agreement by an attachment or otherwise shall be deemed null and void.

4.2 Except as specifically set forth to the contrary herein, all claims for overage, shortage, loss and damage and any salvage arising there from under this Agreement shall be submitted to Carrier and handled and processed in accordance with 49 CFR Part 370. Carrier shall acknowledge receipt of all such claims within thirty (30) days, and shall pay, decline or make a firm compromise offer for all claims within sixty (60) days of receipt.

4.3 In the event branded or labeled goods are damaged, SLS may determine, in its sole discretion, whether the goods may be salvaged and, if salvageable, the value of such salvage. Carrier agrees that it shall not sell, otherwise dispose of, or permit the sale, disposal or salvage of any goods bearing any trade name, trademark, logo or service mark without first obtaining the written consent of SLS and then removing all such trade names, trademarks, logos or service marks prior to such sale or disposal.

4.4 The time limits for filing of loss and damage claims, and the time limits for filing any action at law for disallowance of claims, shall be governed by the provisions contained in 49 U.S.C. Section 14706.

SECTION 5 INSURANCE

5.1 Carrier shall procure and maintain, at its sole cost and expense, with reputable and financially responsible insurance underwriters, reasonably acceptable to SLS, the following insurance coverages:

(a) Comprehensive General Liability insurance, occurrence basis, (including contractual coverage for the liabilities assumed under this Agreement) covering bodily injury (including injury resulting in death) and loss of or damage to property, in an amount not less than \$1,000,000 combined single limit per occurrence.

(b) Automobile Liability insurance (including contractual coverage for the liabilities assumed herein) to include any auto, or all owned, non-owned and hired autos, covering bodily injury (including injury resulting in death) and loss of or damage to property (including environmental restoration), in an amount not less than \$1,000,000 combined single limit per occurrence.

(c) Worker's Compensation insurance in the amounts required by statute in the jurisdictions where the services will be performed, and Employer's Liability insurance in an amount not less than \$500,000 per occurrence.

(d) All Risk Cargo Liability insurance, to include mechanical refrigeration unit breakdown if applicable, in an amount not less than \$100,000 per trailer, and shall not contain any exclusions for employee theft or dishonesty.

(e) Any other insurance which may be required by any applicable federal, state or local laws, rules, regulations or ordinances.

5.2 Absent applicable state laws or regulations to the contrary, the policies specified in 5.1(a) and (b) above shall not contain any exclusions for punitive damages. Carrier shall furnish to SLS written certificates without request showing that the above insurance has been procured and is being maintained, and specifying the name of the insurance underwriter, issuing agency or broker, the policy number or numbers, and the expiration date or dates. Such insurance policies shall provide (without reservation or restriction) that in the event of cancellation or material modification of any policy, written notice shall be given to SLS at least thirty (30) days prior to the effective date of such cancellation or modification as to each policy. In addition, if applicable, Carrier shall furnish a complete and true copy of its current MCS-90 endorsement which is on file with Surface Transportation Board.

5.3 Carrier specifically acknowledges that providing proof of the insurance coverages required herein shall in no event be construed as limiting its liability in the performance of its obligations under this Agreement, and shall not constitute a representation by SLS or its Customers that such insurance and its limits of coverage are adequate to protect the interests of Carrier.

SECTION 6 INDEMNIFICATION

6.1 Carrier shall defend, indemnify and hold SLS and its Customers and their respective past, present and future officers, directors, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns ("Indemnitees") harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which SLS may be subjected on account of loss or destruction or damage to any property whatsoever (including cargo), or injury to, or death of, persons (including Carrier's employees), arising out of or in connection with the transportation of property under this Agreement by Carrier, its agents, or employees, except to the extent the negligence or willful misconduct of an Indemnitee is the proximate cause of such loss.

6.2 Carrier's obligation to defend, indemnify and hold Indemnitees harmless under this Section shall not in any manner be limited by any limitation on the amount or types of damages, compensation or benefits payable by Carrier, its agents or subcontractors under applicable worker's compensation acts, disability benefit acts or other employee benefit acts.

SECTION 7 CONFIDENTIALITY AND SOLICITATION

7.1 Carrier acknowledges that it will be exposed certain proprietary and confidential information and trade secrets of SLS, including, but not limited to, business information, sales materials, price lists, customer lists, advertising research, sources of supply, methods, processes, and other similar materials, collectively referred to as "Trade Secrets." During or after the term of this Agreement, Carrier agrees not to disclose any Trade Secrets to any person, firm, corporation, or other enterprise for any reason or purpose whatsoever, except in furtherance of its efforts under this Agreement. Carrier further agrees to require its employees to agree to such terms and shall disclose such information to employees only on a "need to know" basis. Carrier

agrees to enforce the terms of this Agreement against any such employees. Upon termination of this Agreement for any reason, Carrier shall deliver to SLS any and all information, including, but not limited to, records, forms, contracts, lists of names or other data, and all articles or papers that have come into its possession by reason of the relationship created under this Agreement, whether or not these items were prepared by it, and it will not retain memoranda or copies of any such items. The rights and duties set forth in this paragraph shall survive the termination of this Agreement.

7.2 Carrier acknowledges that SLS, at great expense, has developed a broad customer base that is essential to the successful operation of its business, and that the disclosure of these customers to Carrier constitutes trade secrets and valuable proprietary information.

7.3 During the term of this Agreement and for a period of one (1) year from termination of this Agreement, Carrier shall not solicit traffic from any consignor, consignee, or Customer of SLS where either (1) the availability of such traffic first became known to Carrier as a result of SLS's efforts, or (2) the traffic of the consignor, consignee or customer was first tendered to the Carrier by SLS.

7.4 Solicitations prohibited under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation of shipper traffic by the Carrier for SLS's Customers. Solicitation includes conduct initiated or induced by Carrier, or accepted from or through others in any way related to or affiliated with Carrier.

7.5 If Carrier breaches this Agreement and "back-solicits" SLS's Customers, and obtains traffic from such Customers, Carrier shall pay SLS an amount equal to ten (10%) of all revenues invoiced to SLS's Customers by Carrier as liquidated damages. Additionally, SLS may seek injunctive relief and in the event it is successful, Carrier shall be liable for all costs and expenses incurred by SLS, including, but not limited to, reasonable attorney's fees.

SECTION 8 GENERAL PROVISIONS

8.1 No Lien. Carrier shall have no lien, and hereby expressly waives its right to any lien, on any cargo or other property of SLS or its Customers.

8.2 Termination. This Agreement shall be effective on the date signed by both parties and shall continue until terminated by thirty (30) days' written notice from one party to the other. Unless otherwise specifically agreed to in writing, this Agreement shall apply to all services rendered by Carrier to SLS.

8.3 Waiver of Remedies. Pursuant to Title 49 U.S.C. Section 14101(b)(1) the parties hereby expressly agree to waive all rights and remedies available under the Interstate Commerce Act as amended, and regulations promulgated thereunder to the extent said rights and/or remedies conflict with the provisions of this Agreement, and excepting those provisions governing registration, insurance, and safety fitness. The exclusive remedy for alleged breach of this Agreement shall be an action filed in an appropriate State court or United States District Court.

8.4 Choice of Law. This Agreement shall be deemed executed in the State of South Carolina and shall be interpreted without regard to choice of law principles.

8.5 Notices. All notices as required by any of the terms and conditions of this Agreement shall be deemed given with the notices prepared, adequately addressed and deposited in the United States mail, postage prepaid. Notices to SLS and Carrier are adequately addressed as follows:

Southeastern Logistics Solutions	[INSERT CARRIER'S NAME]
1 C Trotter Road, West Columbia, SC 29169	[INSERT CARRIER'S ADDRESS]

Attention: Contract Department Attention: Contract Department

8.6 Non-Waiver. If either party fails to enforce, or waives the breach of any term or condition of this Agreement, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any other part of this Agreement, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to this Agreement.

8.7 Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

8.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

8.9 Section Headings. All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement. This Agreement exclusively and completely states the rights and obligations of the parties hereto with respect to the subject matter hereof and supersedes all other agreements, oral or written, with respect to such subject matter and, except as and to the extent expressly provided herein, supersedes all tariffs or rates heretofore or hereafter published, filed or independently determined by Carrier. Any modification or alteration of this Agreement shall have no force or effect unless in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first hereinabove written.

**SOUTHEASTERN
LOGISTICS SOLUTIONS**

[INSERT COMPANY NAME(S)]

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPENDIX “A”

Abbreviations used in this AGREEMENT:

“FHA” means the Federal Highway Administration

“STB” means Surface Transportation Board of the FHA

“U.S.” means the 48 contiguous United States and District of Columbia

“EDI” means Electronic Data Interchange Standards published by the Transportation Data Coordinating Committee

“USC” means United States Code

“CFR” means Code of Federal Regulations

References to USC and CFR include amendments and modifications thereto, and successor laws and regulations, if enacted.



April 16, 2014

RANDY ROBERTS
SOUTHEASTERN LOGISTICS SOLUTIONS LLC
1 C TROTTER RD
WEST COLUMBIA, SC 29169-3055

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **SELS** has been renewed for:

SOUTHEASTERN LOGISTICS SOLUTIONS LLC
1 C TROTTER RD
WEST COLUMBIA, SC 29169-3055
MC-345057

This Alpha Code will apply only to the company name shown above through June 30, 2015. **Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity.** Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

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, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
7681 Boston Blvd., Beauregard 1st Fl Wing A
Springfield, VA 22153
AMS.SCAC@DHS.GOV

NOTICE: Renewal 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