Perry Morris Brokers, Inc.

PO Box 704
Hartsville, SC 29950

Toll Free: 888-826-7989
Fax: 843-332-3050

December, 2006

The following procedures are in effect for all carriers transporting units for Perry Morris Brokers, Inc.,

- All carriers are responsible for making pickup and delivery arrangements.
    - Please verify location, hours of availability, and make sure monies are secured for COD or prepay arrangements.
    - We recommend making arrangement no less than 24 hours in advance.
    - We make every effort to ensure unit(s) is/are ready; however, we cannot control last minute changes.
- If there are any inconsistencies between the serial number and description we provide on our work order please call our office immediately.
- Complete an inspection report on every unit.
    - This report should be signed at the pickup and delivery points.
    - This report must include the complete serial number of each unit.
- The pickup and delivery dates that you provide will be what we relay to the customer.
    - Please adhere to the dates you provide.
    - Any delays should be reported immediately, to our office, so that we may notify the customer.
- **Drivers are expected to report to our office when the unit(s) are loaded and delivered.**
- Signed delivery receipts should be faxed to our office as soon as possible.
- There is to be no double – brokering of loads that we assign.

****** **Please sign and date this notice and return with your order**. ******

_____ _____ _____

Company Name Signature Date

Please find attached our broker-carrier agreement. It will be necessary for you to sign and return by fax or mail the agreement so that we may complete your file.

Please note we must have this agreement on file in order to broker loads to your organization.

If you have not met the other requirements outlined in items three (3) and four (4) please do so as soon as possible so that we may keep you on our approved carrier list. Item five (5) outlines requirements for payment.

1. Complete and fax back **pages three (3) & six (6)** of the Broker – Carrier Agreement.

2. Sign and fax back the Work Order to confirm the trip.

BROKER-CARRIER AGREEMENT

This BROKER-CARRIER AGREEMENT (The "Agreement") is made and entered into this _____day of _____ 20_____ by and between PERRY MORRIS BROKERS, INC. a South Carolina Corporation, whose address is 2718 Hartsville Highway, Hartville South Carolina, 29550 (hereinafter referred to as "Broker"), whose Broker License Number is MC479434-B, and

_____, whose

address is _____,
(hereinafter referred to as "Carrier"), WITNESSETH:

RECITALS

A. Broker is a regulated transportation broker, licensed to arrange for the transportation or property pursuant to authority issued by The Federal Highway Administration.

B. Broker and Carrier desire to provide for the transportation by Carrier of loads of motor vehicles that were originated and designated by Broker, all upon the terms, provisions and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above-stated premises, and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The above recitals are true and correct and by this reference are hereby incorporated herein and made an integral part hereof.

2. NON-EXCLUSIVE ENGAGEMENT OF CARRIER FOR TRANSPORTATION SERVICES. Broker agrees to offer to Carrier for shipment, and Carrier agrees to transport by appropriate motor vehicles, from and to such location for which transportation services that may be designated by Broker, such loads of motor vehicles as Broker may from time to time desire, subject both to the needs of Broker and to the availability of suitable equipment of Carrier, as follows:

   a) Broker will advise Carrier from time to time of loads that Broker is willing to make available to Carrier and Carrier will advise Broker as to the availability of appropriate equipment and manpower to handle the available loads.

   b) Carrier acknowledges that time is of the essence with respect to both pickup and delivery of loads. Carrier covenants that all loads tendered by Broker to Carrier pursuant to this Agreement shall be picked up and delivered in full accordance with the Broker's and the shippers requirements.

3. **INSURANCE: Carrier shall maintain the following insurance as set forth in paragraphs a, b, c, d & e below, and to provide evidence of such insurance at each policy renewal and upon any request of the Broker during the term of this Agreement. Evidence shall be provided to Broker by a certificate of insurance indicating thirty (30) days notice before cancellation or material change in coverage. Certificate of insurance indicating renewal coverage must be received by Broker before previous coverage expires.**

a. Automobile Liability Insurance with minimum limits of $1,000,000.00 combined single limits for bodily injury and property damage.

b. Commercial General Liability Insurance, including coverage for contractual liability with limits of at least $1,000,000.00 bodily injury and property damage combined single limit of $1,000,000.00, and general aggregate and $1,000,000.00 personal injury.

c. Workers Compensation Insurance in an amount required by statute shall be maintained in the name of Carrier. Workers compensation insurance shall be provided in the name of Carrier even though carrier may use independent contractors or owner/operators as drivers.

d. Motor Truck Cargo Insurance with limits of $250,000.00 per tractor-trailer unit.

e. All insurance coverage shall be placed with insurance companies acceptable to Broker. Any restrictions of coverage other than normal policy exclusions must be identified on the certificate.

☐ **If checked, Carrier has less than 250,000,00 insurance coverage for Master Truck Cargo Insurance, but in an amount acceptable to Broker.**

4. SERVICES. Carrier will not be assigned transportation services until REQUIREMENTS BEFORE ASSIGNMENT FOR TRANSPORTATION the following documents and/or information are provided to Broker:

a) The insurance certificates set forth in numerical paragraph three (3) above.

b) A fully completed IRS Form W-9.

c) A copy of Carrier's Interstate Commerce Commission Authority Certificate.

d) Applicable telephone numbers for Carrier's office, mobile phones and pagers.

5. REQUIREMENTS FOR PAYMENT. Before payment for transportation services is made by Broker to Carrier, the following requirements must be complied with by Carrier:

a. An Inspection Sheet setting forth the following information for each unit:

(1) Origin,
(2) Destination,
(3) Model Year,
(4) Make
(5) Model
(6) All seventeen (17) digits of vehicle identification number, and
(7) Condition of each unit, signed at point of origin and also at point of destination. All such information must be faxed

or hand-delivered to Broker no later than twenty four (24) hours after delivery of each shipment.

b. Broker will bill shipper promptly as soon as all required paperwork is received from Carrier and will pay Carrier upon receipt of monies from shipper. For purposes of this Agreement "shipper" shall mean a person or business entity that requests Broker to obtain the services of a carrier.

6. PAYMENTS. Carrier will charge Broker, and Broker will pay carrier, for transportation services performed under this Agreement at the rates and charges shown on separate Rate Confirmation Sheets to be issued by Broker and agreed to by Carrier. Such Rate Confirmation Sheets will be assumed to have been agreed to by Carrier, even if unsigned by Carrier, if carrier provides the transportation services called for by each issued Rate Confirmation Sheet. Carrier represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet issued after the date of this Agreement and agreed to as set forth above.

7. PAYMENT TO CARRIER BY BROKER IS BASED ON BROKER'S BILLING DATE. Carrier agrees that Broker has the exclusive right to handle all billings of freight charges to the shipper for the transportation services provided under this Agreement and, as such, Carrier agrees to take no collection efforts against the shipper, receiver, consignor or consignee, or customer.

8. RISK OF LOSS; LIABILITY FOR DAMAGES. Carrier shall be liable for all claims, costs, expenses, losses, damages or liability regarding any unit, property or person occasioned by or the result of transportation services provided by Carrier and arranged by Broker while Carrier provides the transportation arranged by Broker. Any property damage not adjusted to the shipper's satisfaction within two weeks after occurrence will be deducted from Carrier's next payment.

9. CONTROL OF EQUIPMENT AND DRIVERS. The equipment and drivers of Carrier shall remain under the sole and exclusive control of Carrier and such drivers shall not be, nor be deemed to be, employees of Broker. The relationship of Carrier to Broker shall, at all times, be that of an independent contractor.

10. INDEMNIFICATION. For other and additional consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Carrier shall indemnify and hold harmless, Broker from and against any and all claims, losses, damages, liability, expenses or costs of any kind or nature whatsoever ("Losses") including, without limitation, attorneys fees, court costs and other costs and expenses of investigation and litigation, arising from or as a result of (a) the transportation services provided by Carrier pursuant to this Agreement, (including without limitation any third party Losses for accidents, losses for taxes and fines, and losses for any acts of the employees, servants, representatives, agents, contractors or sub-contractors of Carrier); and (b) enforcing this indemnity provision.

11. TERM AND TERMINATION. This Agreement shall become effective upon the date hereof and shall continue in effect until terminated by either party by thirty (30) days prior written notice of termination transmitted by either party to the other party.

12. MISCELLANEOUS PROVISIONS:

    a. Compliance of Law. Carrier hereby represents and warrants that Carrier is, and shall remain, in full compliance with all applicable federal, state and local laws, rules and regulations.

b. Notices. Notices hereunder shall be effective when delivered by facsimile transmission, mailed or hand-delivered to the parties at the addresses set forth in the first paragraph of this Agreement. Both parties shall notify the other in writing of changes of address.

c. Governing Law: Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of South Carolina without regard to any choice of law principles. All actions raising from or out of, this agreement shall be brought in a court of competent jurisdiction in the Fourth Judicial Circuit in and for Darlington County, South Carolina. The prevailing party shall be entitled to all court costs and expenses of litigation, including reasonable attorneys' fees for trial and appeal.

d. Entire Agreement. This Agreement, together with the Rate Confirmation Sheets, referred to herein, shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof.

e. Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may not be assigned without the express prior written consent of the other party hereto. The terms of this Agreement shall prevail if in conflict with any Rate Confirmation Sheet.

f. Amendment. This Agreement6 may be amended only by written agreement executed by all the parties hereto.

IN WITNESS WHEREOF, Broker and Carrier have executed this Agreement as of the day, month and year first above written

"BROKER"
PERRY MORRIS BROKERS, INC.

By:_____

Its_____

"CARRIER"

_____

By_____

Its_____