



Certificate of Membership

This certificate of membership recognizes

S & H Transport, Inc.

~ AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 2012

Issued for the 2015 membership year for

LEADERSHIP in third party logistics industry,

COMMITMENT to customer service, and

DEDICATION to ethics and excellence through
adherence to the TIA Code of Ethics




ROBERT VOLTMANN
PRESIDENT & CEO


GEOFF TURNER
CHAIRMAN, TIA BOARD OF DIRECTORS



The National Association Of Small Trucking Companies

Certificate of Associate Membership S & H Transport

York, Pennsylvania

has qualified or exceeded the strict qualifications to be considered a

Best Broker Affiliate

NASTC is dedicated to leveling the playing field by helping small trucking companies control their costs through managed purchasing, analysis, consultation and advocacy, allowing our member companies to grow, prosper and remain a significant force in the transportation industry.

David Owen
President Of NASTC

Buster Anderson
Executive Vice President Of NASTC



03/17/2016



728 N. Broad St. • York, PA 17403 • (717) 854-0463 • Fax (717) 854-7573 • 800-603-9968

GENERAL INFORMATION:

LEGAL NAME: S&H Transport, Inc.

ADDRESS: 728 N. Broad St.
PO Box 3613
York, PA 17403

717-848-5015 LOCAL
800-637-9782 TOLL FREE
717-854-7573 FAX

ICC – MC #: 275069

USDOT #: 2216652

FEDERAL ID #: 23-2772115

ESTABLISHED: August 26, 1994

CREDIT REFERENCES:

KC Transport
13436 Highway 84 West
Newtown, AL 36352
877-407-9494

Eagle Motor Freight
PO Box 9215
Montgomery, AL 36108
334-262-1105

Zimmerman Truck Lines, Inc.
PO Box 130
Mifflintown, PA 17059
800-999-2707

W.M. Jackson Trucking, Inc.
1758 Georgetown Rd.
Christina, PA 17509
800-237-1845



P. O. BOX 3613 ~ YORK, PA 17403 (717) 848-5015 ~ FAX (717) 854-7573 ~ 1-800-637-9782

Addendum to Broker / Carrier Agreement

S & H Transport Quick Pay Program

This addendum to the parties' Broker / Carrier Agreement is made by and between S & H Transport, Inc. (hereinafter "Carrier"), a licensed motor carrier of property providing transportation and related services for Broker pursuant to the Broker / Carrier Agreement between them, and is made effective upon the date signed by the last signing party, and provided that other conditions written herein have been met. Carrier further agrees that this Addendum shall remain in effect unless and until notice of its withdrawal or revocation is given to Broker in writing.

Following completion of any transportation or services performed by Carrier for Broker, and after submission and confirmed receipt of a Bill of Lading and Delivery Receipt or Proof of Delivery to which no exceptions have been taken, Broker then agrees to pay Carrier the amount of the freight bill and related services less a discount of 3% (three percent) of the gross amount of the approved freight bill and related services, which discount is agreed by Carrier to be taken in exchange for expedited payment to Carrier. Broker agrees that payment shall be made to Carrier within three business days excluding weekends and holidays, following receipt of the necessary documents, in the manner instructed by Carrier, by issuance and mailing of a check to Carrier. Payment by broker shall constitute complete and final payment for such freight bill and related services owed to Carrier.

Carrier agrees that before the Addendum can become effective, it will provide a Release from any factoring company that it may have used to process its receivables, in which the factor waives any rights to future payments for the Carrier. Invoices previously assigned to a factor, and invoices for loads that have been assigned to Carrier but not transported by Carrier (i.e., double-brokered loads) are excluded from payment pursuant to this Addendum.

This Addendum is governed by and subject to additional terms contained within the Broker / Carrier Agreement between the Parties.

IN WITNESS WHEREOF, the undersigned Parties execute this Addendum and represent and warrant that they have the authority to do so.

BROKER:

By: David Curran

(Print name): David Curran

Title: Logistics Manager

Date: Effective 03/01/16

Carrier

By: _____

(Print Name) _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|-----------------------|
| PRODUCER E. K. McConkey & Co. 2555 Kingston Road, Suite 100 York PA 17402 | CONTACT NAME: Mandy Maher | |
| | PHONE (A/C, No, Ext): 717-505-3567 | FAX (A/C, No): |
| INSURED S&H Express, Inc. Granite Transportation Co., Shelly Leasing, Inc S&H Transport, Inc., Shelly Rentals, Inc. 400 Mulberry Street York PA 17403 | E-MAIL ADDRESS: mmaher@ekmccconkey.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Hartford Fire Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES **CERTIFICATE NUMBER:** 1761715755 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY | | | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
| | | | | | | | MED EXP (Any one person) \$ |
| | | | | | | | PERSONAL & ADV INJURY \$ |
| | | | | | | | GENERAL AGGREGATE \$ |
| | | | | | | | PRODUCTS - COM/PROP AGG \$ |
| | | | | | | | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| | OTHER: | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | |
| | <input type="checkbox"/> ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | PER STATUTE OTH-ER |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ |
| A | Cargo | | | 44MST00574 | 9/1/2018 | 9/1/2019 | Conveyance Occurrence \$ 250,000 \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Rochelle Sanger's Copy

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mandy Maher

FMCSA Motor Carrier

USDOT Number: **2216652**
Docket Number: **MC275069**
Legal Name: **S & H TRANSPORT, INC.**
DBA (Doing-Business-As) Name



Addresses

Business Address: **400 MULBERRY
YORK, PA 17403**
Business Phone: **(717) 569-7276** Business Fax:
Mail Address: **P. O. BOX 20219
YORK, PA 17403**
Mail Phone: Mail Fax: Undeliverable Mail: **NO**

Authorities:

| | | | | |
|---------------------|---------------|----------------------|-----------|----------------------------|
| Common Authority: | NONE | Application Pending: | NO | |
| Contract Authority: | NONE | Application Pending: | NO | |
| Broker Authority: | ACTIVE | Application Pending: | NO | |
| Property: | YES | Passenger: | NO | Household Goods: NO |
| Private: | NO | Enterprise: | NO | |

Insurance Requirements:

| | | | | | | | |
|------------------|---------------------------------|--------------|-----------|-----------------|------------|----------------|------------|
| BIPD Exempt: | NO | BIPD Waiver: | NO | BIPD Required: | \$0 | BIPD on File: | \$0 |
| Cargo Exempt: | NO | | | Cargo Required: | NO | Cargo on File: | NO |
| BOC-3: | YES | | | Bond Required: | YES | Bond on File: | YES |
| Blanket Company: | DOTPROCESSAGENTS.COM LLC | | | | | | |

Comments: **S & H TRANSPORT, INC. IS SUBSTITUTED AS APPLICANT IN THIS PROCEEDING IN LIEU OF B & B EXPRESS, INC. (MC-210679-B) DECIDED 4/19/94.**

Active/Pending Insurance:

| | | |
|--------------------------------------|---------------------------|--------------------------------|
| Form: 84 | Type: SURETY | Posted Date: 09/19/2014 |
| Policy/Surety Number: 2409535 | Coverage From: \$0 | To: \$75,000* |
| Effective Date: 10/01/2013 | Cancellation Date: | |

Insurance Carrier: **GREAT AMERICAN INSURANCE CO.**
Attn: **GREAT AMERICAN INSURANCE COMPANY**
Address: **301 EAST FOURTH STREET
CINCINNATI, OH 45202 US**
Telephone: **(800) 858 - 8335** Fax: **(513) 287 - 8230**

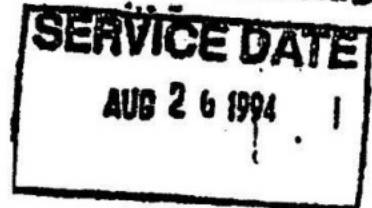
* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

INTERSTATE COMMERCE COMMISSION

LICENSE

NO. MC 275069

S & H TRANSPORT, INC.
LANCASTER, PA



This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to "insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

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

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

Anne K. Quinlan
Acting Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 275069

Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.



BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20__ , by and between S & H Transport, Inc. ("BROKER"), a Registered Property Broker, Lic. No. MC# 275069, and _____, a Registered Motor Carrier, Permit/Certificate No. DOT# _____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

A. 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. CARRIER shall enjoy a satisfactory or equivalent safety rating.

B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement.

C. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.

D. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, 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. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.

E. (i) Is in, and shall remain in compliance during the term of this Agreement , with all applicable federal, state and local laws including laws governing the safe operation of commercial motor vehicles, the transportation of Hazardous commodities and all federal, state and local tax and employment laws.

(ii) 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 CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree 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, and information from BROKER or BROKER's customer with respect to any shipment at any time.

F. 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, 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.

G. CARRIER shall defend, indemnify and hold harmless BROKER and its shipper from and against any claims, causes of action and damages arising out of its breach or negligent performance under this contract. CARRIER shall not be required to indemnify BROKER to the extent any claim or liability is caused by BROKER's negligent or willful act. The obligation to defend shall include costs of defense as they occur.

H. CARRIER warrants it will notify BROKER in writing immediately if its safety rating is changed to unsatisfactory or conditional.

I. On behalf of the shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California, CARRIER warrants that:

(i) All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance with the California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.

(ii) All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall indemnify BROKER for any penalty or liability imposed on BROKER or shipper as a result of CARRIER's use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.

B. CARRIER appoints BROKER to conduct all billing services to shippers, consignees and other parties responsible for payment pursuant to this Contract. CARRIER shall bill BROKER for its charges as mutually agreed by fax or by electronic means. Rates may be attached hereto agreed to by signed contract modification or amendment or reflected on BROKER's carrier's load confirmation sheet which shall also reflect any special service terms and conditions to be met as a condition of haul.

C. 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 has paid it. All written confirmations of 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, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties. Unless otherwise agreed in writing, the rates reflected on the load confirmation sheet shall include all accessories and fuel surcharges. Detention and layover charges must be approved in advance of their occurrence. CARRIER must notify BROKER in the event of any in-transit delay, which will require the missing of a scheduled appointment, etc.

D. 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 invoice within 30 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER

may seek payment from the Shipper or other party responsible for payment after giving BROKER 15 (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

E. BOND: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000.00 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.

F. BROKER will notify CARRIER immediately if its federal Operating Authority 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, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

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

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 1 above, 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 with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall be responsible for all shipments subject to the terms and conditions of the uniform bill of lading. CARRIER shall issue non-conforming receipts for piece count and condition only. Any term of a non-conforming bill shall not alter CARRIER's liability or the terms and conditions of this Agreement.

C. LOSS & DAMAGE CLAIMS:

(i) Special Damages: CARRIER shall additionally indemnify BROKER from all loss, damage or costs of special damages in the event it or its cargo insurer fails to properly adjust claims within 15 days of submission.

D. INSURANCE: CARRIER shall furnish 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: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which 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 avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

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

F. 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. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. 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 shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and 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.

B. 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.

C. WAIVER OF PROVISIONS

(i) 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.

(ii) 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. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES:

(i) Jurisdiction and Venue. This contract is deemed made subject to general principles of federal transportation law and the laws of the Commonwealth of Pennsylvania. The parties agree to jurisdiction of the federal and state courts at York, Pennsylvania;

(ii) Alternative Dispute Resolution. Upon agreement of the parties, any dispute may be resolved under the auspices of the Transportation Lawyers Association Alternative Dispute Resolution (ADR) Council and may be enforced by any court of competent jurisdiction. 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 to arbitration. Proceedings shall be conducted under the rules of the Transportation Arbitration, upon mutual agreement of the Parties, or if no agreement, then at BROKER's sole discretion. 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. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the TAM, AAA, ADR, or DRC. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to recovery of 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 arbitrators. Arbitration proceedings shall be conducted at the office of the TAM nearest York, Pennsylvania or such other place as mutually agreed upon in writing, or by conference call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or

controlled by federal transportation law and regulations, the laws of the State of Pennsylvania 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.

E. NO BACK SOLICITATION:

(i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of 6 month(s) following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 12 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of Twenty five percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. CONFIDENTIALITY:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial 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 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.

(ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that 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 this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et. seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. NOTICES:

(i) 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; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's 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 with the terms of this Agreement.

K. 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 this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to fax 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.

N. FORCE MAJEURE. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.

O. ENTIRE AGREEMENT: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings 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.

S & H Transport, Inc.

Broker Name



Authorized Signature

Daniel H. Collins

Printed Name

Title

Company Address:

728 North Broad St

York, Pennsylvania 17402

Phone: 717-848-5015

Email:

transport@sandhexpress.com

Carrier Name

Authorized Signature

Printed Name

Title

Company Address:

Phone:

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.

S&H TRANSPORT INC

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ 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.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

P.O. BOX 3613

6 City, state, and ZIP code

YORK, PA 17402

Requester's name and address (optional)

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.

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

Social security number

- -

or

Employer identification number

2 3 - 2 7 7 2 1 1 5

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

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.