



ACE HEAVY HAUL, LLC

The following information is needed in order for us to set your company up as an approved CARRIER for ACE HEAVY HAUL, LLC

Please return to:
ACE HEAVY HAUL, LLC
307 Oates Road Suite H
 Mooresville, NC 28117
 Fax 704-353-7958

- Automobile Liability Insurance
Must show Ace Heavy Haul, LLC as certificate holder or additional insured.
A minimum of \$1,000,000 coverage is required.

**Please note Insurance Certificates MUST show VIN #s if policy is for Scheduled Vehicles.
CARRIER will not be approved until received.**

- Cargo Insurance
Must show Ace as certificate holder or additional insured.
A minimum of \$250,000 coverage is required.
- Worker's Compensation Insurance
- General Liability Insurance
- Operating Authority
- Internal Revenue Form W-9
- Contract CARRIER Agreement signed and returned

Once we have all the above information, your company will be set up with us as a CARRIER. If you have any questions concerning this matter, please contact CARRIER Setup at 704-235-0460 ext. 1021.

We cannot pay your company's invoice until all information requested is returned to our office.

Thank you for your cooperation.

ACE HEAVY HAUL, LLC
307 Oates Road Suite H
 Mooresville, NC 28117
 P 704-235-0460
 F 704-353-7958

ACE HEAVY HAUL, LLC

CARRIER PROFILE PAGE

Contact Information		Services	
CARRIER Name:			Yes No
Physical Address:		Flats:	___ ___
Mailing Address:		Step Decks:	___ ___
City, State, Zip:		Stretch Trailers:	___ ___
Dispatch Contacts:		Vans:	___ ___
Operations Manager:		Reefers:	___ ___
POD Contact:		Hazardous Materials:	___ ___
Phone Number:		Less than Truckload LTL	___ ___
Toll-Free:			
After Hours Phone:			
Fax Number:			
Email Address:			
Hours of Operation:			
Do you Factor?	Yes No (If yes please list factoring company and pay to information below.)		
Info Factoring Company name and phone #			
ICC / MC #:		Type of Authority: common, contract or BROKER	
Federal ID #:		US DOT#:	
Insurance Information: Please fax certificate with ACE listed as Certificate holder or additional insured and mail original			
Insurance CARRIER Name:		Insurance CARRIER Name of Liability Insurance:	
Cargo Liability Amount:		Public Liability Amount:	
Expiration Date of Cargo:		Expiration Date of Liability:	
Operating Area			
Primary Traffic Lanes Services:			
Primary Backhaul Needs:			

ACE HEAVY HAUL, LLC

BROKER - CARRIER AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 20____ by and between ACE HEAVY HAUL LLC (“BROKER”), a Registered Property BROKER MC# 754608, and _____, located at _____, a Registered Motor CARRIER, DOT# _____ or MC# _____ (“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. This Agreement shall govern all shipments arranged for by BROKER as a property BROKER and tendered by it to CARRIER for transportation by CARRIER. This Agreement shall be effective one year from the date of execution and shall automatically renew on the anniversary date unless canceled by either party in writing on 60 days’ notice.
2. CARRIER warrants that it maintains the following insurance: (a) personal injury and property damage insurance \$1,000,000 minimum per occurrence as defined by 49 C.F.R. 387; (b) all risk motor cargo insurance in the amount of not less than \$250,000.00 per shipment and any additional coverage as may be notated on the rate confirmation up to \$1,000,000.00 per occurrence, co-extensive with CARRIER’s legal liability; (c) worker’s compensation insurance as required by state law; (d) commercial general liability in the amount of not less than \$1,000,000 per occurrence. CARRIER shall provide certificates of insurance with 30 days-notice of cancellation and warrants that all policies shall inure to the benefit of BROKER and its customers and shall contain no limitation or restriction on coverage or type of loss. CARRIER shall list BROKER as either certificate holder or additional insured.
3. CARRIER agrees that at no time during the term of this contract with BROKER, shall it have an “Unsatisfactory” or “Conditional” safety rating as determined by the Federal Motor CARRIER Safety Administration (FMCSA) or if any future safety rating has otherwise been downgraded by FMCSA, it shall immediately notify BROKER and shall not transport any freight hereunder without BROKER’s prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by FMCSA at any time.
4. BROKER agrees to pay CARRIER for the transportation of freight moved under this AGREEMENT in accordance with the rates set forth in Appendix “1” attached hereto and made a part hereto, or as set forth in rate confirmation sheets, which will become part of this contract. Standard payment terms are 22 days from the date of receipt of all paperwork and supporting documents unless CARRIER chooses to participate in Quick Pay Option attached as an Addendum hereto. Modifications or additions to these rates must be agreed to in writing to meet specific shipping schedules. Verbally modified rates must be confirmed in writing and signed by both parties. If BROKER pays the freight invoice on a reduced amount, such shall constitute the agreement rate, unless CARRIER indicates in writing the contract to BROKER within sixty (60) days of its receipt of payment.
5. BROKER and CARRIER agree that this written bilateral contract is made in accordance with 49 U.S.C. 14101(b) and that all applicable statutes, duties and obligations are expressly waived to the extent they are in conflict with the terms and conditions of this Agreement. No rule, tariff classification, term or condition not expressly included in this document or agreed to in writing and acknowledge by both parties shall modify or supersede the terms and conditions of this Agreement.
6. CARRIER warrants that it will comply with all federal, state and local laws, including but not limited to, laws governing the safe operation of commercial vehicles, employment laws, etc. CARRIER warrants that its equipment is maintained in good order and is suitable for the transportation of the shipments tendered to it. As an independent contractor, CARRIER agrees to defend and indemnify and hold harmless BROKER and its customers from and against all fines or penalties and liabilities resulting from CARRIER’s failure to comply with such laws, rules, regulations, or ordinances.

ACE HEAVY HAUL, LLC

7. For the benefit of the BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property, CARRIER warrants that: To the extent that any shipments subject to this Agreement are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Agreement are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and (ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM), and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation. CARRIER shall defend, indemnify, hold harmless and be liable to BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property for any penalties, or any other liability, imposed on the same, or assumed by BROKER due to penalties imposed on BROKER'S customer(s) because of CARRIER'S use of non-compliant equipment.
8. For the benefit of the BROKER and any and all shippers, consignors, consignees, receivers, and any other parties with any interest to the transportation of the property, CARRIER warrants that: FOR ANY SHIPMENT ARRANGED BY BROKER TO BE TRANSPORTED BY CARRIER INVOLVING TRANSPORTATION OF FOOD, subject to the FOOD SAFETY MODERNIZATION ACT ("FSMA"):
 - a. CARRIER represents and warrants it holds all Federal and/or state permits and registrations necessary to transport the food
 - b. Prior to transport of shipments containing food, CARRIER shall provide BROKER with proof of clean out/sanitation if requested.
 - c. CARRIER represents and warrants that all drivers used to transport food shipments:
 - i. Have undergone the necessary training as specified by the Food and Drug Administration, FDA.
 - ii. Have available the training certification for all employees and contractors involved in transporting food as required by 21 CFR 1.910 and 21 CFR 1.912 Sanitary Transportation of Human and Animal Food
 - iii. Have the proper temperature monitoring equipment.
 - iv. Have receipt of clean out prior to loading.
 - d. CARRIER represents and warrants that it is in compliance with the requirements of the Food Safety Modernization Act.
 - e. CARRIER must provide proof of temperature control to include precool temp, temperature deviation during transit, and temperature at delivery.
9. The parties agree that this Agreement is not intended to create a joint venture or a subcontracting relationship. CARRIER warrants that it is solely responsible for compliance with all workers compensation law governing its employees and that it is in compliance with those laws.
10. CARRIER warrants it shall issue a Uniform Bill of Lading showing its name as CARRIER of record at time of pickup and ACE'S role as a BROKER and third-party bill-to. CARRIER shall issue nonconforming shipping documents as receipt for goods only and warrants it accepts liability pursuant to 49 U.S.C. 14706 for the loading, transportation and delivery of shipment. CARRIER warrants it shall acknowledge and provide proof of coverage for all claims within 60 days of receipt in accordance with 49 C.F.R. 370. Upon request by BROKER or its customer, CARRIER agrees to submit all claims to binding arbitration before the TLA ADR Council. BROKER reserves the right to offset freight invoices

ACE HEAVY HAUL, LLC

for any loss, damages, pallet charges, or any other charges that are created by the CARRIER in their performances under this AGREEMENT.

11. CARRIER agrees to indemnify, defend and hold harmless BROKER, its customers, consignor or consignee from any claim, damage, cause of action, fine or penalty, including attorney's fees and costs, arising out of CARRIER's breach of this Agreement herein and/or to the extent of any negligent or willful act or omission of CARRIER, its agents and employees.
12. CARRIER will bill charges for transportation services directly to BROKER and CARRIER shall provide BROKER with an original signed Bill of Lading and Delivery Receipt (or certified copy of same), plus a copy of the signed rate addendum in order to receive payment. CARRIER must invoice BROKER with the original Bill of Lading and Proof of Delivery within 60 days or forfeit payment. It is CARRIER'S responsibility to provide documentation for any and all accessorial charges except for fuel surcharge. Accessorial charges must be approved within 24-hours of dispatch. Subject to the right of offset, BROKER will pay CARRIER within 22 days of receipt.
13. CARRIER warrants it will refrain from any direct or indirect contact or solicitation of BROKER'S customers during the term of the AGREEMENT and for a period of one (1) year from the time of the termination of this AGREEMENT, unless otherwise agreed to in writing. As liquidated damages, CARRIER agrees to pay BROKER a ten percent (10%) commission on all traffic handled in violation of this covenant for a period of one (1) year following cancellation of this Agreement.
14. BROKER warrants that it is an independent contractor solely responsible for its own acts or omissions. BROKER shall be the agent for CARRIER for the collection and payment of charges to CARRIER. The CARRIER authorizes BROKER to invoice the customer, consignee, or consignor, for freight charges on behalf of the CARRIER and agrees that BROKER, as their customer, is solely responsible for payment at all charges to the CARRIER. To the extent BROKER is not paid by its customer, consignee, or consignor for a load hauled by CARRIER, due to any acts, omissions, damages to freight while in CARRIER's custody and control, BROKER, and its customer, consignee, or consignor shall not be responsible for such freight charges.
15. CARRIER warrants that at its sole cost and expense it shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition and accepts legal responsibility for the loading, unloading and transportation of tendered cargo from origin to destination. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel and refer to rate confirmation for any additional driver requirements. Without the prior written consent of BROKER, CARRIER shall not permit any shipment tendered hereunder to be transported by any other motor CARRIER or in substituted service by railroad or other modes of transportation. CARRIER may not double broker any load under any circumstance. To the extent CARRIER double brokers a load, CARRIER shall remain liable for the load as if it was the transporting carrier and payment may be withheld.
16. The provision of this AGREEMENT shall be binding upon and ensure directly to the benefit of the parties hereto, BROKER's customers, consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them. Obligations of this AGREEMENT are separate and divisible and, in the event, that any clause is deemed unenforceable, the balance of the AGREEMENT shall continue in full force and effect.
17. CARRIER warrants that it will not reveal to anyone the terms of this AGREEMENT, the pricing of transportation services, or any other details of the business conducted between CARRIER and ACE TRANSPORT & LOGISTICS, LLC.
18. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed consistent with general principles of federal transportation laws and the Laws of the Commonwealth of North Carolina. The parties agree that jurisdiction and venue for any legal action arising pursuant to this agreement shall vest and remain in the County of Iredell.

ACE HEAVY HAUL, LLC

19. 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 event.
20. This Agreement shall be deemed to be effective on the first date that CARRIER and BROKER commenced business together and parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior AGREEMENTS, both verbal and in writing. This AGREEMENT shall be effective continuously subject to the right of either party to the other.

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

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

ACE HEAVY HAUL, LLC
BROKER

CARRIER

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title
307 Oates RD, suite H
 Mooresville, NC 28117
Address:

Title

Address:

Phone Fax
Carriercompliance@ACEtrans.com
E-Mail

Phone Fax

E-Mail

PLEASE NOTE A COMPUTER SIGNATURE IS NOT ACCEPTABLE
AUTHORIZED SIGNATURE MUST BE HANDWRITTEN

ACE HEAVY HAUL, LLC

QUICK PAY ADDENDUM TO BROKER - CARRIER AGREEMENT

PLEASE DO NOT SUBMIT IF YOU USE A FACTORING COMPANY

The Parties hereby agree to amend any and all rate schedules set forth in prior contracts or rate confirmations, to be discounted by 4% of the total invoice in return for expedited payment of freight invoices. This expedited payment entails paying all invoices received no later than 7 business days after the date received, providing complete documentation has been received with the ORIGINAL invoice. The 4% discount will be shown on the remittance advice.

EFFECTIVE DATE: _____

ACE HEAVY HAUL, LLC
BROKER

CARRIER

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

TERMINATION OF QUICK PAY ADDENDUM

Please terminate the Quick Pay Addendum effective _____ and return us to your regular payment schedule.

Fax back to 704-353-7958

ACE HEAVY HAUL LLC
BROKER

CARRIER

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

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*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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

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

SERVICE DATE
August 03, 2011

PERMIT
MC-754608-P
ACE HEAVY HAUL LLC
MOORESTOWN, NJ

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to 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). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PMO

FORM BMC-85 Revised 03/11/2014

OMB No.: 2126-0017 Expiration: 02/28/2017

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement**

FORM BMC-85

Filer FMCSA Account Number: 22512	License No. MC-754608
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KNOW ALL MEN BY THESE PRESENTS, that we, Ace Heavy Haul LLC of 701 E Gate Drive Ste 302 Mt Laurel, NJ 08054 as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee), hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.

2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.

3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.

4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.

5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.

6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.

8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written

notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1st day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 27 day of October, 2016.

<p>TRUSTOR</p> <p><u>Ace Heavy Haul LLC</u> COMPANY NAME</p> <p><u>701 E Gate Drive Ste 302</u> <u>Mt Laurel</u> STREET ADDRESS CITY</p> <p><u>NJ</u> <u>08054</u> <u>(856) 9961060</u> STATE ZIP PHONE</p> <p><u>Gary Weilheimer, Managing Member</u> (type or print Principal officer's name and title) DocuSigned by: <u>Gary S Weilheimer</u> 2510017D1130456...</p> <p><u>Manuela D'Erasmus</u> (type or print Witness' name) DocuSigned by: <u>Manuela D'Erasmus</u> 0E398ACD325143B...</p>	<p>TRUSTEE</p> <p><u>Pacific Financial Association Inc.</u> COMPANY NAME</p> <p><u>12707 High Bluff Dr. Ste. 200</u> <u>San Diego</u> STREET ADDRESS CITY</p> <p><u>CA</u> <u>92130</u> <u>(800) 595-2615</u> STATE ZIP PHONE</p> <p><u>Daniel Larson, CEO</u> (type or print Principal officer's name and title) DocuSigned by: <u>Daniel J Larson</u> BC0FE788CA744CB...</p> <p><u>Diane K Allen</u> (type or print Witness' name) DocuSigned by: <u>Diane K Allen</u> BC0FE788CA744CB...</p>
<p>NOTICE OF CANCELATION This is to advise that the above Trust Fund Agreement executed on the ___ day of ___, ___ is hereby canceled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the ___ day of ___, ___, 12:01 a.m. standard time at the address of the trustor, provided such notice is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.</p> <p>Date Signed _____ Signature of Authorized Representative of Trustee or Trustor _____</p>	<p>Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.</p> 