



**Payment and Billing Address**

P.O. Box 4274  
Timonium, MD 21094

**Physical and Shipment Address**

8228 Fischer Rd.  
Dundalk, MD 21222

**Phone:** (410) 477-HALO (4256)

**Fax:** (410) 477-4288

U.S. DOT FMCSA LICENSE NUMBER MC-515404-B

Thank you for becoming an approved carrier for Halo Transport. Please return all of the following documents as soon as possible.

- ❑ Certificate of insurance, naming Halo Transport at the above address as additional insured and certificate holder
- ❑ A copy of your authority
- ❑ Completed W-9
- ❑ Completed carrier profile sheet. This form must be completed!
- ❑ Completed and signed Carrier – Broker agreement

Invoices should be sent to the above address. Our payment terms are net 30, after we receive all original documents. If you are interested in Quick Pay, please let us know at time of negotiation.

# Carrier Profile

Carrier Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

After Hours Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contacts: \_\_\_\_\_

MC# \_\_\_\_\_ Federal ID# \_\_\_\_\_

In Service Date: \_\_\_\_\_

## Quantity of Trailers

- Flatbeds \_\_\_\_\_
- Stepdecks \_\_\_\_\_
- Vans \_\_\_\_\_
- Reefers \_\_\_\_\_
- RGNs \_\_\_\_\_
- Other Specialized Trailers and Equipment (please explain)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Preferred Areas of Travel

\_\_\_\_\_  
\_\_\_\_\_

## CONTRACT CARRIER – BROKER AGREEMENT

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_,

\_\_\_\_\_, hereafter referred to as **CARRIER**, and HALO

Transport LLC, 8228 Fischer Rd. Dundalk, MD 21222, hereafter referred to as **BROKER**.

### **WITNESSETH:**

CARRIER is a motor contract CARRIER of property authorized by Permit No. MC\_\_\_\_\_ (a copy of which is attached hereto and made a part of hereof), to provide transportation of property for BROKER, and,

BROKER is a motor CARRIER BROKER, licensed to arrange for the transportation of property by License No. MC-515404 (a copy of which is attached hereto and made a part of hereof), and controls the transportation of the commodities to be tendered to CARRIER, in accord with the criteria established in Dixie Midwest Express 132 M.C.C. 795 (1962) and thus is a shipper under those criteria.

NOW, THEREFORE, upon consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. This AGREEMENT shall govern any and all shipments tendered to CARRIER by BROKER (or upon BROKER'S instructions) and accepted by CARRIER. Any schedules, tariffs, rates, charges, classifications and/or rules adopted, maintained, filed or published by CARRIER shall not apply to any such shipment under this AGREEMENT unless the same are specifically identified and incorporated herein. The parties expressly waive any and all rights or remedies they may have in connection with claiming a rate, charge or fee which is different from the rate, charge or fee established in this AGREEMENT.
2. CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the BROKER was first tendered to the CARRIER by the BROKER. If CARRIER breaches this AGREEMENT and "back-solicits" the BROKER'S customers, and obtains traffic from such a customer, the BROKER then is entitled, for a period of 15 months after the involved traffic first begins to move, to a same commission from the CARRIER of 20% of the transportation revenue received on the movement of the traffic.
3. CARRIER'S relationship to BROKER shall at all times be that of an independent contractor. CARRIER will operate its motor vehicles under its own name, at its own cost and expense, and not as the employee or agent of BROKER.
4. CARRIER agrees upon receipt of the commodity under the terms of this AGREEMENT from shippers designated by BROKER to issue receipts and bills of lading to the respective consignors of such goods in conformance with the terms of this AGREEMENT, which will be exclusive evidence of the receipt of such goods by CARRIER in good order and condition unless otherwise specifically noted on the face thereof.
5. CARRIER assumes full and complete responsibility and liability for any and all loss, damage or spoilage to, or delay of, any shipment of property while in its possession and/or control. The liability of CARRIER under this AGREEMENT for lost, damaged, delayed, spoiled or destroyed property shall be for the full value of the property, meaning its replacement cost as established by trade sale or other invoice documentation, plus any additional transportation costs that may be required.
6. BROKER warrants that it will pay CARRIER the net transportation charges, shown on the Load Confirmation attached herein as Exhibit A, in full within thirty (30) days upon receipt of CARRIER'S invoice and a clear delivery receipt, signed by the receiver without exception or notation. Compensation under this Agreement may be withheld, in whole or in part, by BROKER to satisfy claims or shortages arising out of this or prior Agreements, or to satisfy advances made to, or on behalf of, CARRIER.

7. CARRIER agrees to provide suitable motor transportation services of the property of BROKER'S customers, in accordance with the specific shipment instructions relative to such property and shall bill BROKER directly for all charges for such services rendered.
8. CARRIER agrees that BROKER is the sole party responsible for payment of CARRIER'S invoices and that, under no circumstance, will CARRIER seek payment from the shipper or consignee.
9. CARRIER agrees to defend and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to this AGREEMENT. CARRIER further agrees to defend and hold harmless BROKER from any and all liability, costs and damages to persons and/or property arising out of CARRIERS operations related to the shipments transported by CARRIER as arranged by BROKER.
10. CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment at a point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party.
11. CARRIER shall not, without the prior written consent of BROKER, cause or permit any shipment tendered hereunder to be BROKERED to, or transported by, any other motor CARRIER, or in substituted service by railroad or other modes of transportation.
12. CARRIER shall comply with the financial responsibility requirements of federal and state departments and agencies through which it is regulated and authorized to operate.
13. CARRIER also agrees to procure and to keep and maintain in full force and effect at its own expense, cargo insurance on all merchandise carried hereunder and property damage and public liability on all motor vehicles of CARRIER used in transporting commodities under this AGREEMENT.
14. CARRIER shall pay all costs, expenses and attorneys' fees which may be expended or incurred by BROKER in enforcing this AGREEMENT, or any provision thereof, or in exercising any right or remedy of BROKER against CARRIER or in any litigation incurred by BROKER because of any act or omission of CARRIER under this AGREEMENT.
15. CARRIER shall furnish written proof of adequate BI/PD, public liability, cargo and worker's compensation insurance to the BROKER in the amounts deemed reasonable by the BROKER and in addition, shall name BROKER as certificate holder on all relevant policies.
16. Rates and charges for PROPERTY moved under this AGREEMENT shall be as agreed to between the parties hereto in writing and are to be contained in the Load Confirmation prepared and issued by BROKER and attached hereto as Exhibit A.
17. This schedule shall also contain the conditions of, and charges for, any additional or accessorial services, which may be required or performed. Rates may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such verbal contract shall be reduced to writing in order to remain binding between the parties.
18. The rate/rates set forth herein are a part of the contract now controlling between BROKER and CARRIER. CARRIER warrants that the rate/rates are not required to be filed with any governmental authority or agency and are not subject to any over charge claims. CARRIER, and any future assignees, hereby agree to waive, hold harmless, and indemnify BROKER with regard to any such claims or disparity between theses rate/rates and filed rates inconsistent with the rate/rates represented to have been negotiated contract rate/rates pursuant to this contract now controlling.
19. Neither party will be liable for the failure to tender or timely transport property under this AGREEMENT if such failure, delay or other omission is caused by strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities.
20. This AGREEMENT shall be binding upon the parties and their legal representatives, successors and authorized assigns.
21. This AGREEMENT may not be modified or amended except by a subsequent written amendment signed by both parties.

- 22. Waiver by either party of any failure to comply with any provision of this AGREEMENT by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this AGREEMENT.
- 23. Neither party may assign its rights or obligations under this AGREEMENT without the prior written consent of the other party.
- 24. Any notices required or permitted to be given under this AGREEMENT shall be in writing and shall be sent by first class mail and by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address shown below, and the contemporaneously faxed notices shall be likewise transmitted to the facsimile numbers shown below.
- 25. This AGREEMENT is effective as of the date first written above and shall remain in effect for a period of one (1) year, and shall automatically renew from year to year thereafter, subject to the right of either party to terminate this AGREEMENT at any time upon thirty (30) days advance written notice to the other party.

This AGREEMENT shall be governed by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

**IN WITNESS WHEREOF,**  
the parties have hereto caused these presents to be executed  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**BROKER**

**CARRIER**

HALO Transport LLC  
\_\_\_\_\_  
8228 Fischer Rd.  
\_\_\_\_\_  
Dundalk, MD 21222  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
+	+	+	+	+	+	+	+	+	+

**or**

<b>Employer identification number</b>									
+	+	+	+	+	+	+	+	+	+

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

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. person (including a U.S. resident alien).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### Purpose of Form

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

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

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.

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

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 recipient 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.



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
**March 30, 2005**

**LICENSE**  
**MC-515404-B**  
**HALO TRANSPORT LLC**  
**TIMONIUM, MD**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief  
Information Systems Division

BPO

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to Federal Highway Administration, 400 7th St, SW, Washington, DC 20590.

B. M. C. 85  
(10/98)

Approved by OMB  
2125-0570

FILER FHWA  
ACCOUNT NO. 122512

License No  
MC- 515404

**PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906  
OR NOTICE OF CANCELLATION OF THE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we

**Halo Transport LLC**

*(Broker)*

of

631 West Timonium Road, Timonium, MD 21093

*(Street) (City) (State) (ZipCode)*

as TRUSTOR (hereinafter called Trustor), and

PACIFIC FINANCIAL ASSOCIATION, INC.

*(Name of Trustee)*

a financial institution created and existing under the laws of

the State of Arizona

*(State or District of Columbia)*

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 a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Highway 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 afford 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 Ten Thousand Dollars (\$10,000.00), 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 Ten Thousand Dollars (\$10,000.00), 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 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 Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).

8. Trustee shall immediately give written notice to the FHWA 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 FHWA 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 FHWA's Washington, D.C. 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 FHWA 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 FHWA.

This trust fund agreement is effective the 24 day of March, 2005, 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 Trustor and Trustee have executed this instrument on the 24 day of March, 2005.

TRUSTOR

TRUSTEE

Name: HALO TRANSPORT LLC

Name: PACIFIC FINANCIAL ASSOCIATION, INC

Address: 631 WEST TIMONIUM ROAD  
TIMONIUM, MD 21093.

Address: 8669 E. SAN ALBERTO DR #201  
SCOTTSDALE, AZ 85258

Telephone: 541-543-6357

Telephone: 480-905-1818

By: *Brittany Branamen*  
BRITTANY BRANAMEN MANAGING MEMBER

By: *J.P. Larson*  
J.P. LARSON - PRESIDENT

Witness: *[Signature]* Notary Public  
(Signature and Title)

Witness: *Sandy Brown*  
(Signature and Title)

Only financial institutions 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.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FHWA 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 DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FHWA.

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR