



P.O. BOX 11707 NEW IBERIA, LA 70562 - PHONE: 337-839-2477 - FAX: 337-839-2478

NEW Carrier Setup Packet

Thank you for your interest in becoming a Contract Carrier for Fairway Logistics, LLC. Please return this form along with the following to complete our carrier setup process.

Carrier Name: _____

Name of Fairway dispatcher you are working with _____

- Completed carrier profile or a copy of your pre-made company profile.*
- Completed 5 pgs. of the Contract Carrier Agreement w/Hazardous Material Requirements with each page initialed including the signature page.*
- Completed 4 pgs. of the Addendum to Contract Carrier Agreement with each page initialed including the signature page.*
- Certificate of Auto Liability and Cargo insurance showing Fairway Logistics on as additional insured (use the address at the top of this page).*
- Copy of your operating authority.*
- Copy of your Hazardous Materials Certificate (if you are hazmat endorsed)*
- Completed W-9 form (Federal Taxpayer ID form)*
- Completed ACH Enrollment Form (along with copy of voided check)*
- Safety Letter (if requested)*

We look forward to doing business with you!

Fairway Logistics, LLC



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Carrier Profile Sheet

Company Name: _____ **SCAC Code:** _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____

Federal ID: _____ **Phone:** _____ **Fax:** _____

Remit to address: (if different)

Company Name: _____

Address: _____

City: _____ **State:** _____ **ZIP:** _____

Federal ID: _____ **Phone:** _____ **Fax:** _____

Carrier Information Questionnaire

MC #: _____ **Date of contract:** _____

Dispatcher/Contact: _____ **Dispatch Phone #:** _____

HAZMAT ENDORSED: YES or NO (Circle One) If yes, send Hazardous Materials Certificate

Equipment Quantity:

_____ 53' Van	_____ 53' Reefer
_____ 48' Van	_____ 48' Reefer
_____ Flatbed	_____ Step Deck
_____ Specialized Trailer	_____ Power Only
_____ Teams	



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Circle Preferred Lanes of Travel

Origin States/Zones: (Circle those that apply)

Zone 1: CT DE MA MD ME NH NJ NY PA RI VT
Zone 2: KY OH VA WV
Zone 3: IL IN MI
Zone 4: AL FL GA MS NC SC TN
Zone 5: MN MT ND SD WI
Zone 6: CO IA KS MO NE WY
Zone 7: AR LA NM OK TX
Zone 8: CA AZ ID NV OR UT WA

Destination States/Zones: (Circle those that apply)

Zone 1: CT DE MA MD ME NH NJ NY
Zone 2: KY OH VA WV
Zone 3: IL IN MI
Zone 4: AL FL GA MS NC SC TN
Zone 5: MN MT ND SD WI
Zone 6: CO IA KS MO NE WY
Zone 7: AR LA NM OK TX
Zone 8: CA AZ ID NV OR UT WA

This form was completed by:

Name (Print): _____ Title: _____

Signature: _____ Date: _____



CONTRACT CARRIER AGREEMENT

THIS AGREEMENT is made and entered into on _____, 20____, by and between FAIRWAY LOGISTICS, L.L.C. MC 469356-B ("FAIRWAY LOGISTICS") and _____ ("CARRIER").

FAIRWAY LOGISTICS is a licensed transportation broker that brokers freight under contractual arrangements with various consignors and consignees (the "Customer").

FAIRWAY LOGISTICS has distinct transportation needs and desires to engage the services of CARRIER within the limits of its various operating authorities for transportation of Customer's freight pursuant to the terms and provisions of this Agreement.

CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by FAIRWAY LOGISTICS.

1. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.
2. CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by FAIRWAY LOGISTICS to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.
3. Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by FAIRWAY LOGISTICS or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify FAIRWAY LOGISTICS immediately of any exception made on the bill of lading or delivery receipt. Failure to do so will result in \$100.00 deduction from carrier pay.

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4. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of FAIRWAY LOGISTICS under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to FAIRWAY LOGISTICS by CARRIER. Failure to do so will result in \$100.00 deduction from carrier pay. This Agreement does not grant CARRIER an exclusive right to perform the transportation-related services for FAIRWAY LOGISTICS or its Customer. CARRIER agrees it will not knowingly communicate directly with clients, by telephone or otherwise, referred to it by FAIRWAY LOGISTICS without the express knowledge and approval of FAIRWAY LOGISTICS. For a period of 12 months after the last load is moved pursuant to the terms of this agreement, CARRIER or anyone under its control will not approach shippers for the purpose of providing services participation of FAIRWAY LOGISTICS. The CARRIER will pay FAIRWAY without the LOGISTICS fifteen (15) percent commission on business previously secured through FAIRWAY LOGISTICS for a period of one (1) year following cancellation of this agreement. For purpose of this agreement, back solicitation is further defined as the attempt to solicit business from customers served by FAIRWAY LOGISTICS, by quoting rates that would effectively reduce or eliminate FAIRWAY LOGISTICS commission.
5. CARRIER will charge and FAIRWAY LOGISTICS will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and FAIRWAY LOGISTICS before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges. Payment by FAIRWAY LOGISTICS will be made within thirty (30) days of receipt by FAIRWAY LOGISTICS of CARRIER's freight bill, bill of lading, clear delivery receipt (without exceptions, conditions, or notations), and any other necessary billing documents enabling FAIRWAY LOGISTICS to ascertain that service has been provided at the agreed upon charge. CARRIER agrees that FAIRWAY LOGISTICS has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that FAIRWAY LOGISTICS has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 10 of this Agreement.
6. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the 'Equipment'); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, worker's compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.
7. CARRIER specifically agrees that all freight tendered to it by FAIRWAY LOGISTICS shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for

the freight to be transported by a third party without the prior written consent of FAIRWAY LOGISTICS.

8. CARRIER shall defend, indemnify, and hold FAIRWAY LOGISTICS harmless from and against all loss, liability, damages, claims, fines, penalties, costs or expenses, including reasonable attorney's fees, arising out of or in any way related to the performance, or breach of this Agreement or services provided by CARRIER, its employees or independent contractors working for CARRIER (collectively, the 'Claims'), including, but not limited to, Claims for or related to personal injury (including death), cargo damage or loss, property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of FAIRWAY LOGISTICS.
9. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:
 - a. Comprehensive General Liability Insurance with a minimum combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence.
 - b. Commercial Automobile Liability insurance with a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to all vehicles owned, non-owned, hired or assigned to transport shipment on behalf of Fairway Logistics. Such insurance policy shall include coverage for any and all liabilities for personal injury (including death) and property damage arising out of the ownership, maintenance, use of operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.
 - c. All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) (U.S. Dollars) for each occurrence.
 - d. CARRIER shall cause its underwriter to waive all rights of subrogation.
 - e. All required insurance shall be maintained in full force and effect during the term of this Agreement, and shall not be canceled, altered, or amended without thirty (30) days prior written notice to FAIRWAY LOGISTICS. CARRIER shall cause its underwriter to name FAIRWAY LOGISTICS as an additional insured to its policy. To the extent of the indemnification obligations assumed, all such insurance shall be primary and non-contributory to any insurance of FAIRWAY LOGISTICS that may apply to any occurrence, accident, or claim. CARRIER agrees to have its insurance carrier furnish FAIRWAY LOGISTICS a certificate or certificates evidencing insurance coverage in accordance with the above requirements.
10. CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is picked up by the CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 2. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to FAIRWAY LOGISTICS, or allow FAIRWAY LOGISTICS to deduct from the amount FAIRWAY LOGISTICS owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to FAIRWAY LOGISTICS for all economic loss, including consequential damages that are

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incurred by FAIRWAY LOGISTICS or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to FAIRWAY LOGISTICS or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of FAIRWAY LOGISTICS or Customer's invoice and supporting documentation for the claim.

11. CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of FAIRWAY LOGISTICS to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of FAIRWAY LOGISTICS and hereby waives and releases all liens, which CARRIER might otherwise have to any goods of FAIRWAY LOGISTICS or its Customer in the possession or control of CARRIER.
12. Obligations of the Agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of this Agreement shall continue in full force and effect. In the event of a conflict between this Agreement and bill of lading, the provisions in this Agreement shall prevail.
13. CARRIER agrees to keep the subject matter and provision hereof confidential and agrees not to disclose same without the written permission of FAIRWAY LOGISTICS.

This Agreement is binding upon the parties hereto and shall be construed under the laws of the State of Louisiana. Further, the parties hereto agree that jurisdiction as to any and all matters or disputes hereunder shall be conferred upon the 19th Judicial District Court for the Parish of Lafayette, State of Louisiana. Any and all notices or services shall be sent by Certified Mail to the party at the address listed hereon, unless otherwise provided in writing.

IN WITNESS HEREOF, the parties have executed this Agreement on the date first written above.

FAIRWAY LOGISTICS, L.L.C.
"FAIRWAY"

"CARRIER"

Signature: *Christopher D. Schoust*

Signature: _____

Printed: Christopher D. Schoust

Printed: _____

Address: P.O. Box 11707

Address: _____

New Iberia, LA 70562

Phone No.: 337-839-2477

Phone: _____

FAX No.: 337-839-2478

FAX No.: _____

FID No.: 90-0298845

FID No.: _____

DOT NO.: _____

DOT NO.: _____

MC NO.: 469356

MC NO.: _____

APPENDIX A
HAZARDOUS MATERIAL REQUIREMENTS

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 172, Subpart F, FAIRWAY LOGISTICS and CARRIER agree that the following additional shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or intrastate commerce. Upon request, CARRIER shall provide FAIRWAY LOGISTICS with a copy of all such federal and state permits and registrations. Additionally, CARRIER agrees to notify FAIRWAY LOGISTICS immediately upon any revocation or suspension of CARRIER's state or federal hazardous material permits or registration as well as the suspension or revocation of CARRIER's "Satisfactory" Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this Agreement.
2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R., Part 172 Subpart H and section 177.816. CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 100 to 185, and 49 C.F.R. Part 397.
3. CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with an insurance company whose A.M. Best rating is B+ or better, insuring CARRIER in an amount not less than \$5,000,000 (U.S. Dollars) per occurrence may be required. Such insurance policy shall name FAIRWAY LOGISTICS and CARRIER as insured with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.

**ADDENDUM TO
CONTRACT CARRIER AGREEMENT**

This Addendum (this "*Addendum*") to that certain Contract Carrier Agreement (the "*Carrier Agreement*"), by and between Fairway Logistics, L.L.C. (the "*Company*") and the undersigned (the "*Carrier*") is entered into effective as of _____, by Company and Carrier.

RECITALS:

- A. Company desires to utilize Carrier and Carrier desires to transport freight for the benefit of Company's customer Aggreko, LLC ("*Aggreko*").
- B. Aggreko has specific requirements as specified in this Addendum that the Carrier must comply with in order for Company to be able to utilize the Carrier for transporting freight for the benefit of Aggreko.
- C. Carrier and Company agree that when transporting freight for the benefit of Aggreko the terms and conditions contained in this Addendum shall apply in addition to the terms and conditions of the Carrier Agreement, provided that in the event of a conflict between this Addendum and the Carrier Agreement, the terms and conditions contained herein shall control.

NOW, THEREFORE, for the premises considered and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Carrier and Company agree that anytime Company uses Carrier to transport freight for the benefit of Aggreko, then the following terms and conditions shall apply:

A. Carrier is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to:

- 1. Transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
- 2. Security regulations;
- 3. Owner/operator lease regulations;
- 4. Loading and securement of freight regulations;
- 5. Implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations;
- 6. Sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers;
- 7. Implementation and maintenance of equipment safety regulations;
- 8. Maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; and
- 9. All permitting requirements, including but not limited DOT permitted load regulations associated with height, width, length and weight of cargo loads.

Note: Carrier shall also comply with the laws of Canada and each province applicable to its motor cargo transport in which it operates.

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B. Carrier agrees to defend, indemnify and hold Company and Aggreko harmless from all damages, claims or losses arising out of its performance of the Carrier Agreement and this Addendum, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, to the fullest extent permissible under applicable federal and state law.

C. Carrier agrees that its liability for cargo loss or damage shall be at the stated value of the freight being transported in accordance with Aggreko's values identified on Aggreko's schedule of Stated Equipment Values referenced in Subsection D below. Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.

D. Aggreko will endeavor to issue its bills of lading either to Company or to Carrier, which the parties acknowledge may not be feasible, particularly when freight is retrieved for shipment after hours, is retrieved from a non-Aggreko location or is being transported for an emergency job. Notwithstanding whether a bill of lading is actually issued by Aggreko for any particular shipment, Carrier agrees to abide by and be bound by Aggreko's Bill of Lading Terms and Conditions and accepts the values identified on Aggreko's schedule of Stated Equipment Values, both of which: (i) are available at <http://www.aggreko.com/NorthAmerica/useful-links/terms-of-business.aspx> and may not be revised without first giving advance notice to the Company and Carrier, (ii) are incorporated herein by reference, (iii) Carrier acknowledges it has access thereto, and (iv) Carrier expressly accepts and agrees to be bound by all terms and values identified therein, which shall prevail in the event of conflict with any waybill, bill of lading or other document issued by or on behalf of Company or Carrier.

E. Carrier agrees to maintain at all times during the term of the Carrier Agreement and this Addendum, insurance meeting the minimum requirements set forth on **Exhibit A** attached hereto, which is incorporated herein by reference.

F. Carrier agrees that Company is the sole party responsible for payment of Aggreko's charges. Carrier shall not seek payment from Aggreko or any other party responsible for payment if Aggreko or such other Party can prove payment to Company.

G. Carrier agrees that, at no time during the term of the Carrier Agreement and this Addendum, shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an "Unsatisfactory" safety rating, it shall immediately notify Company.

H. Notwithstanding any labor, services or supplies that may be provided by Aggreko or a third party, Carrier shall be fully responsible for the proper securing of all loads and for any damages or injuries related thereto.

I. Carrier agrees that the terms and conditions of this Addendum shall apply on all shipments it handles for Company for the benefit of Aggreko. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with this Addendum shall be subordinate to the terms of this Addendum.

J. Carrier expressly waives all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the Carrier Agreement or this Addendum.

K. Carrier shall provide Company with a **current** certificate of insurance evidencing satisfaction of all of the insurance requirements set forth in Subsection D above and **Exhibit A** attached hereto. In the event Carrier does not have a truck capable of transporting the freight requested by Company, Carrier may not delegate, sub-broker or otherwise sub-contract, in whole or in part, the assignment to another party, absent the prior written consent of Company.

L. Carrier assumes the liability for loss, delay, damage to or destruction of any and all of Aggreko's goods or property while under Carrier's care, custody or control. **Under no circumstances shall Carrier cause, suffer, or permit the sale or disposal of any damaged (or lost and recovered) freight as salvage or otherwise, but such damaged freight shall be returned by Carrier to Aggreko as directed by Company. Carrier's liability shall not be limited by any lesser value that may be stated on a bill of lading or reflected in a tariff.**

M. This Addendum shall apply in addition to the terms and conditions of the Carrier Agreement, provided that in the event of a conflict between this Addendum and the Carrier Agreement, the terms and conditions contained herein, including without limitation, the insurance requirements set forth on Exhibit A shall control.

CARRIER:

By: _____

Its: _____

COMPANY:

Fairway Logistics, L.L.C.



Chris Schoups, Manager

EXHIBIT A

Carrier shall furnish Acord certificate(s) evidencing the insurance required below is in full force and effect and identifying: (1) Company with an address of P.O. Box 11741, New Iberia, LA 70562 and Aggreko with an address of 4607 W. Admiral Doyle Drive, New Iberia, LA 70560, Attn: Purchasing Dept., as certificate holders and as an additional insureds as to claims for damages arising out of any bill of lading, way bill or other agreement, verbal or written ("Agreement"), for carriage of Aggreko's equipment, owned or leased, (under endorsement form ISO 2010 or its substantial equivalent) for all policies other than Worker's Compensation; (2) a waiver by Carrier's insurers of subrogation against Company and Aggreko (including their parent, subsidiaries, affiliates, vendors, and the officers, directors, agents, employees, and insurer(s)) for all claims covered by such policies; (3) that the insurance shall be primary and noncontributory, regardless of other available insurance, (4) that thirty (30) days' advance written notice shall be provided to Company and Aggreko in the event of material change or cancellation; and (5) Aggreko as Loss Payee by endorsement on the Motor Truck Cargo and Trailer Interchange Policies, as its interests may appear, and identifying that the coverage thereunder is for all risk of physical loss, regardless of negligence, for the values identified on Aggreko's schedule of Stated Equipment Values referenced in Subsection D of the Addendum, and regardless of whether owned or non-owned . The required insurance is as follows:

- **Workers' Compensation Insurance** - in compliance with the laws of all jurisdictions covering all persons at all times while employed or contracted by Vendor while the Agreement with Aggreko is in effect and Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence.
- **Comprehensive General Liability Insurance** (including, but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors, personal injury, and property damage coverage endorsement(s)) - covering all services to be performed by Carrier for Aggreko, including coverage for liability assumed in the Agreement with limits of not less than \$2,000,000 per occurrence and \$2,000,000 combined general aggregate.
- **Comprehensive Automobile Liability Insurance** - covering all owned, non-owned and hired motor vehicles, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 combined general aggregate.
- **Motor Truck Cargo Insurance** - \$250,000 per load, providing all risk coverage on all property owned or leased by Aggreko, including any employed or contracted carriers to whom Carrier assigns to transport such property, insuring the loss of at its Stated Equipment Value referenced in Subsection D of the Addendum. All such policies shall identify Aggreko, LLC as the loss payee and shall cover (i) all risk of physical loss regardless of cause (rather than specific perils), (ii) at stated value of the cargo, whether owned or non-owned, and (iii) no care, custody or control exclusion shall apply to the named insureds cargo, whether owned or leased.
- **Trailer Interchange** - All risk coverage for damage to Aggreko's trailer, if applicable.

The insurance required herein shall be written on an "occurrence" basis and not on a "claims made" basis.

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.	
	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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	
	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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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.

Social security number	
[][][] - [][] - [][][][][][]	

OR

Employer identification number	
[][][][] - [][][][][][][][]	

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.

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. citizen or other U.S. person (defined below); and
4. 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 ▶
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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.



P.O. BOX 11707 NEW IBERIA, LA 70562 - PHONE: 337-839-2477 - FAX: 337-839-2478

ACH Payment Notification

Fairway Logistics remits all payments via ACH. **A completed ACH Enrollment Form and copy of a voided check must be emailed to accounting@fairwaycompanies.com prior to receipt of your first invoice.**

There is NO fee related to this service and payments are processed within standard 30 day terms. We do offer Expedited terms for a fee of 4% of the freight rate. (When we receive your invoice and bill of lading before 1PM Monday through Friday, payment can be made within 24 hours)

THE FOLLOWING APPLIES TO EXPEDITE PAY ONLY

To sign up for Expedited Payment Terms, please sign below acknowledging that you are accepting the 4% fee in order to receive expedited payments as outlined above.

I acknowledge that I will be charged a 4% fee in order to receive payment via expedited terms.

Carrier Name: _____ Date: _____

By: _____

Title: _____

Please note "Expedited Terms" on each invoice if applicable.

You may send your invoice by fax to (337) 330-1010 or e-mail to accounting@fairwaycompanies.com.



P.O. BOX 11707 NEW IBERIA, LA 70562 - PHONE: 337-839-2477 - FAX: 337-839-2478

ACH Enrollment Form

Please complete all fields below Including Signature

Email Completed form to accounting@fairwaycompanies.com, along with a voided check needed to verify routing and account number information.

Carrier Info

Date: _____ MC #: _____

Carrier Name (Print PRINT): _____

Address: _____

City/State/Zip: _____

Remittance Information will be send via email to the following email address:

Bank Account Information for Payment

Bank ABA No.: _____

Bank Account No. _____

Checking | Savings

Signature

Authorized Name (Print): _____ Date: _____

Authorized Signature: _____ Date: _____

NAME	_____	0324
Pay to the order of	_____	\$ _____ Dollars
Bank	_____	
Memo	_____	
⑆123456789⑆	022999999999	0324



2611 HWY 90 E NEW IBERIA LA 70560 - PHONE: 337-839-2477 - FAX: 337-839-2478

www.fairwaycompanies.com

Fairway Logistics LLC

Company Established in 2003

Tax ID: 90-0298845

Physical Address: 2611 Hwy 90 E. New Iberia, LA 70560

Billing/Remit Address: P.O. Box 11707 New Iberia, LA 70562

Phone #: (337) 839-2477

Fax #: (337) 839-2478

Accounts Payable Contact: accounting@fairwaycompanies.com

Trade References:

Landstar Ligon Inc.
13410 Sutton Park Drive South
Jacksonville, FL 32224
Phone: (800) 235-4466

Acme Truck Line
P.O. Box 415000
Nashville, TN 37241
Phone: (800) 825-6246
Fax: (888) 922-2263

R & R Express
P.O. Box 912394
Denver, CO 80291
Phone: (800) 223-8973
Fax: (412) 920-1899

Bank Reference:

First National Bank
1300 Camellia Blvd.
Lafayette, LA 70508
Contact Person: Rocky Fluitt
Phone: (337) 521-8703
Fax: (337) 521-8726
Acct #: 194530

FMCSA Motor Carrier

USDOT Number: 2231369
Docket Number: MC469356
Legal Name: FAIRWAY LOGISTICS, LLC
DBA (Doing-Business-As) Name



Addresses

Business Address: 2611 HWY 90 E
NEW IBERIA, LA 70560
Business Phone: (337) 839-2477 Business Fax: Fax: (337) 839-2478
Mail Address: P O BOX 11707
NEW IBERIA, LA 70562
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: PROCESS AGENT SERVICE COMPANY, INC.

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 10/01/2013
Policy/Surety Number: 5167797	Coverage From: \$0	To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: SURETEC INSURANCE COMPANY
Attn: CLAIMS DEPT
Address: 9737 GREAT HILLS TRAIL, STE: 320
AUSTIN, TX 78759 US
Telephone: (866) 732 - 0099 Fax: (512) 732 - 8398

* 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.



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

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

SERVICE DATE
September 08, 2009

DECISION

MC-469356-B
FAIRWAY LOGISTICS, LLC
NEW IBERIA, LA

REINSTATEMENT OF AUTHORITY

On December 16, 2008, FAIRWAY LOGISTICS, LLC, was notified that its broker license was revoked by the Federal Motor Carrier Safety Administration.

FAIRWAY LOGISTICS, LLC, has now filed a written request for reinstatement of the authority and has submitted evidence of compliance with 49 U.S.C § 13906 and 49 CFR 387.

It is ordered:

The broker license evidenced in Docket No. MC-469356-B is reactivated. The effective date of the reinstatement of this authority is shown below.

Decided: September 08, 2009
By the Federal Motor Carrier Safety Administration

Loretta Bltner, Chief
Commercial Enforcement Division

REI