

LOGISTICS, LLC Your Complete Logistics Network

Thank you for partnering with Crest Transportation Logistics, LLC. Crest is a family owned and operated business with roots that run deep in the trucking industry. At Crest Transportation Logistics, we work hard on providing our partner carriers with year-round business and do our very best to keep your equipment moving. Our logistics professionals are here to help your drivers get to where they need to be for their next load assignment.

Crest Transportation Logistics is "Your complete Logistics Network". We pride ourselves in attention to detail and live by 100% Customer Satisfaction.

Sincerely,

Sean K. Allison Vice President

Office: 541-973-2330 Fax: 541-879-1089



Corporate Profile

Physical Address:

Crest Transportation Logistics, LLC 7650 4th Street, Ste. A White City, OR 97503

Office: 541-973-2330 Fax: 541-879-1089

Billing Address:

Crest Transportation Logistics, LLC P.O. Box 8430 Medford, OR 97501

MC: 726448 DOT: 2247600 EIN 45-4232709

Billing and Payable Instruction: (Legible scanned copies are accepted)

Mail, email or Fax – sallison@cresttransinc.com or kduste@cresttransinc.com

Logistic Team Members

Freight Specialist – Kellie Duste Ext. 202 Email: <u>kduste@cresttransinc.com</u>
Freight Specialist – Trish Johnson Ext. 200 Email: tjohnson@cresttransinc.com

Freight Specialist - Priscilla Zambrano Ext. 205 Email: priscilla@cresttransinc.com

Freight Specialist – Ricky Berg (Outside Rep) Email: <u>ricky@cresttransinc.com</u> Freight Specialist – Josh German Ext. 207 Email: <u>jgerman@cresttransinc.com</u> Assist/Dispatcher – Amber Schatz Ext. 209 Email: aschatz@cresttransinc.com

President
Rich Matthews
rmatthews@cresttransinc.com

Vice President Sean Allison sallison@cresttransinc.com Office Manager Ronell Matthews ronell@cresttransinc.com

Crest Transportation Logistics, LLC

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***Please complete this form and send back to us with a copy of your Authority, W-9 and proof of insurance. ***

Company Name:		
Address:		
City:	State:	Zip:
Dispatch Contacts:		
Dispatch Phone:		FAX:
Email:		
After Hours Emergency	Phone:	
Accounting Contact: _		
Accounting Phone		_Email:
Do you currently factor	your invoices? if yes who with	
	MC#	
	DOT#	
	EIN#	
	SCAC CODE	
	Hazmat: YES / NO (ci Canada Qualified: YES / NO	
	mation: (how many of the follow	wing do you currently operate) FLATBED

P.O Box 8430 Medford, OR 97501 Office: 541-973-2330 Fax: 541-879-1089



AGREEMENT FOR MOTOR TRANSPORTATION

THIS AGREEMENT, (THE "Agreement" made as	★ of the	day of	, 20 <u></u>	_ by and
between,	(hereinafte	r referred to a	s "Carrier)	and
Crest Transportation Logistics, LLC, a Limit	ted Liability Con	mpany located	l at <u>7650 4</u> t	h Street,
Ste. A, White City, OR 97503. (hereinafter referre	d to as "broker"	")		

WITNESSETH

- 1) **Crest Transportation Logistics, LLC** is duly licensed by the Federal Highway Administration/FHWA (formally interstate Commerce Commission to engage in operations, in the interstate or foreign commerce as a broker, arranging for transportation of freight (except household goods) by motor vehicle (MC# 726448B).
- 2) Carrier is a duly licensed contract motor carrier operating under Docket No. MC# 726448B issued by the ICC/FHWA for the purpose of providing transportation of property for shippers and receivers of general commodities.
- 3) Carrier agrees to accept lawful shipments of property offered by Crest Transportation Logistics, LLC. Subject to the capacity of Carriers equipment facilities, and to transport such shipments o the destinations designated by Crest Transportation Logistics, LLC. In the event Carrier is unable to supply services within the time requested by Crest Transportation Logistics, LLC and arrange to provide services at a later date, or Crest Transportation Logistics, LLC may, if it so desires, elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of terms of this contract.
- 4) Carrier agrees to maintain minimum of \$100,000 at their own expense per vehicle, cargo liability insurance covering all goods moved by Carriers under the items of this Agreement. Carrier will also maintain a minimum of \$1,000,000 per occurrence Automobile liability insurance. Carrier shall furnish to Crest Transportation Logistics, LLC a Certificate of Insurance evidencing said insurance coverage's and naming Crest Transportation Logistics, LLC as a Certificate Holder on said policy.

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- 5) At the Carriers own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder, and shall maintain such vehicle and equipment in good and efficient condition, both for operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local State, or Federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.
- 6) From the date of this Agreement forward, each shipment tendered to Carrier for transportation between points or origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and such shipments will be governed solely by the provisions of law applicable to contract motor carrier as set forth in this agreement.
- 7) Carrier agrees to immediately notify **Crest Transportation Logistics**, **LLC** of an accidents or event which impairs the safety of, or materially delays delivery of goods or shipments, and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
- 8) Carrier will issue and sign a standard Bill of Lading or receipt acceptable to **Crest Transportation Logistics, LLC** and underlying shippers on acceptance of the goods and Carrier assumes the liability of interstate common carrier from time of receipt of said goods by Carrier and until proper delivery is made, and such receipt or bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of such document. All such documents show the actual consignor and consignee and **Crest Transportation Logistics, LLC** shall appear in the "Bill to" section and in the "Special Instructions" section as being "shipper under contract authority with **Crest Transportation Logistics, LLC**.
- 9) Carrier will bill Crest Transportation Logistics, LLC and Crest Transportation Logistics, LLC will pay Carrier for freight charges payable to Carrier of freight shipments tendered by Crest Transportation Logistics, LLC to Carrier. Carriers freight charges will be based on the Rate Confirmation amount negotiated between Crest Transportation Logistics, LLC and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum of this Agreement.
- 10) Crest Transportation Logistics, LLC will bill the shipper/consignee for each shipment move by Carrier and payment thereof by shipper/consignee to Crest Transportation Logistics, LLC. Crest Transportation Logistics, LLC shall relieve the shipper/consignee of any liability to Carrier for non-payment.
- 11) **Crest Transportation Logistics, LLC** agrees to offer for shipment and Carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment.
- 12) It is the intent of the parties that Carrier shall be and remain an independent contact and nothing herein contained shall be construed to be inconsistent with he relationship. Carrier agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pensions and benefits of Carriers employees and agents (including owner-operators) utilized by Carrier in the performance of this Agreement.

- 13) (a) Carrier shall be liable in full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this Agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the cod of Federal Regulations at 49 CFR Part 370. The term, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited, or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff.
- 13) (b) Carrier agrees to indemnify and save harmless **Crest Transportation Logistics**, **LLC** from any and all claims of any nature whatsoever arising out of Carriers operations and activities hereunder, including without limitations, claims, losses or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of Carrier, its employee's or agents, which may occur during the performance of services under this Agreement, including court cost and attorney's fees incurred or prosecuting such claims.
- 14) Carrier agrees that it will not directly or indirectly contract, communicate with or deal with any account referred to it by **Crest Transportation Logistics**, **LLC** for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of **Crest Transportation Logistics**, **LLC** accounts. In the event that Carrier breeches this provision, Carrier shall be liable to **Crest Transportation Logistics**, **LLC** for a commission in the amount of (20%) percent of the gross revenue per load on any freight so transported by Carrier for any of Crest Transportation Logistics, LLC accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable legal fees in the event legal proceeding are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one (1) year after the termination of this Agreement by either party. The provision of this paragraph shall be applicable to Carrier and its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries and affiliates.
- 15) This Agreement shall remain in effect until terminated, subject the right of either party hereby to cancel or terminate the Agreement at any time upon the notification of thirty (30) days written notice of one party to the other.
- 16) This Agreement shall be governed by the laws of the State of Oregon except that nay state or period of limitation applicable to interstate transportation shall apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United Stated Federal Court sitting in Oregon or in any General Sessions or Chancery Courts for Oregon in connection with any suit, action or proceedings arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of Carrier or **Crest Transportation Logistics**, **LLC** in respect to any such suit, action or proceeding will be heard and determined only in any such court.

- 17) If any of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.
- 18) Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.
- 19) Crest Transportation Logistics, LLC agrees to pay Carrier, in accordance with Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of Carriers invoice referencing Crest Transportation Logistics, LLC Rate Confirmation number, the original bills of lading and proof of delivery. Crest Transportation Logistics, LLC may withhold from compensation due to Carrier, amounts sufficient to satisfy claims for loss, damage, injury or delay arising out of transportation of shipments under this Agreement.
- 20) Except as required by law, the existence of this Agreement, its terms, conditions, and provisions, including all information contained in any receipt, Bill of Lading or shipping documents shall not be disclosed by Carrier to persons other than its officers, directors, employees, agents, attorneys, accountants and auditors. **Crest Transportation Logistics**, **LLC** has the right at its sole and absolute discretion to disclose any such information to one or more of its vendors, customers or consignees. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of five (5) years.
- 21) Without prior written consent of **Crest Transportation Logistics**, **LLC**, Carrier shall not cause or permit any shipment tendered hereunder to be transported by another motor carrier or in substituted services by railroad or other modes of transportation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Carrier Name:	Broker: Crest Transportation Logistics, LLC
By:	By:
★ Signature:	Signature: Mich Matthew
Title:	Rich Matthews
Address:	President
	Address: P.O. Box 8430
1	Medford, OR 97501
MC#:	

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do	not leave this line blank.	n e						
	2 Business name/disregarded entity name, if different from above	2 Business name/disregarded entity name, if different from above							
n page 3.					certain entities, not individuals; see instructions on page 3):				
ns o	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ single-member LLC				Exempt payee code (if any)				
ty p	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partner	rship) ▶						
Print or type. See Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member own LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the own another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single is disregarded from the owner should check the appropriate box for the tax classification of its owner.			e owner of the LLC is ngle-member LLC that code (if any)				CA repo	orting
jec.	Cities (See instructions)			(Applies to accounts maintained outside the U.S.)					
e S	5 Address (number, street, and apt. or suite no.) See instructions.		Requeste	r's name a	nd ad	dress (op	tional)		
တ္တို	6 City, state, and ZIP code		-						
	o only, state, and an oode								
Ì	7 List account number(s) here (optional)								
Pari	Taxpayer Identification Number (TIN)	* ·							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security num			number		_				
backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other			_		_				
entities, it is your employer identification number (EIN). If you do not have a number, see How to get a					l L				
TIN, later. Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Employer				r identification number					
	er To Give the Requester for guidelines on whose number to enter.	Also see What Name	and [Г		П	1	
					-				
Part	II Certification								
	penalties of perjury, I certify that:								
 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 									
3. I am	a U.S. citizen or other U.S. person (defined below); and								
	FATCA code(s) entered on this form (if any) indicating that I am exemp		_						
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 for Part II, later.									
Sign Here	Signature of U.S. person ▶	ī	Date ►						
Gen	eral Instructions	 Form 1099-DIV (div funds) 	vidends, ir	ncluding	those	from st	ocks o	r muti	ual
Section references are to the Internal Revenue Code unless otherwise noted.		 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 							
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .		 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 							
		Form 1099-S (proceeds from real estate transactions)							
Purpose of Form • Form 1099-K (merchant card and third product of the product of			\$						
informa	vidual or entity (Form W-9 requester) who is required to file an ution return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) Form 1099-C (canceled debt) 							
(SSN),	ndividual taxpayer identification number (ITIN), adoption	PROFES OF THE PART OF THE			nent a	of secure	ed pro	oertv)	
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		 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. 							
returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)		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,							

later.



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

SERVICE DATE December 30, 2014

DECISION MC-726448 CREST TRANSPORTATION INC CENT4RAL POINT, OR REENTITLED CREST TRANSPORTATION LOGISTICS LLC

On December 23, 2014, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as CREST TRANSPORTATION LOGISTICS LLC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 fillings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: http://ll-public.fmcsa.dot.gov. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: December 24, 2014

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief

Affry to Steint

Information Technology Operations Division

NC/A





Carrier Payments are processed through TriumphPay.com

Crest Transportation Logistics, LLC values you as a customer and has partnered with TriumphPay in order to allow you, the carrier, to manage payments from a single portal. Login to TriumphPay.com to take advantage of our **3.5%** same day Quick Pay!

Please register online in order to receive payments:

- 1. Go to www.TriumphPay.com
- 2. Register your company
- 3. Verify your account
- 4. Add your payment information
- 5. Control your payments!

You're good to go!

When a new load is entered by **Crest Transportation Logistics, LLC**, you will receive an email from TriumphPay. If you do not want to change the default payment method you previously selected, do nothing and a payment will be sent to you per your previous selection. If you want to change the payment method, login, select the invoice in order to manage the payment for your load.

Please contact **Crest Transportation Logistics, LLC** if you have any questions regarding the management of your invoices or payment.

We value your business. Thank you.



Credit/Carrier References

AMD Express, LLC Ph: (916) 513-9960 Contact: Gary Yuba City, CA

Jasbir Singh Bains (UTS) Ph: (530) 713-8989 Contact: Jas Yuba City, CA

KMP Transport Ph: (530) 845-8871 Contact: Randy/Jass Sacramento, CA

Don's Frozen Express Ph: (208) 459-3662 Contact: Doug Caldwell, ID

High Mountain Transport, Inc. Ph: (530) 938-3014 Contact: Ron Weed, CA Top Carrier, LLC Ph: (530) 671-1277 Contacts: Dalbir or Kay Rocklin, CA

Jesse Trucking, Inc. Ph: (209) 498-1112 Contact: Jesse Stockton, CA

NK Cargo, Inc. Ph: (530) 844-4546 Contact: Jas Yuba City, CA

JB Carrier, Inc. Ph: (530) 673-1100 Contact: Ken/Bobby Yuba City, CA

Cobra Truck Lines, Inc. Ph: (850) 225-4017 Contact: Paul Hinckley, IL 60520

P.O Box 8430 Medford, OR 97501 Office: 541-973-2330 Fax: 541-879-1089