



January 2007

*****MEMO: TO ALL CARRIERS*****

- Cutts Worldwide is making great efforts to pay all carriers within 21 days. Please make allowances for high volume seasons and holidays.
- You must have a current packet on file, which includes an up date cargo insurance form. We must have a W-9 form on file before payment can be released.
- Whether we like it or not, the driver is ultimately held responsible for the freight in the truck. You can protect your company and ours by ensuring that all drivers correctly sign for freight at the time of pick up. SIGN Shipper, Load and Count (SLC) where applicable. Demand seals on full loads. Ensure crating is sturdy. Brace and lock whenever in doubt.
- Claims – Our in house policy to date is usually this: We believe in paying our carriers for the haul without claim deduction. We encourage our customers to file claims following the NMFC guidelines and we expect all carries to acknowledge and investigate claims accordingly. PLEASE GET A **RETURN AUTHORIZATION** NUMBER IF CUSTOMER REFUSES DAMAGED FREIGHT and call us immediately.
- Section 7 on freight bills – If this section is signed, call us immediately.
- Section 7 on freight bills – If this section is signed, call us immediately.
- Section 7 on freight bills – If this section is signed, call us immediately.

We believe that a good broker represents the carrier and customer. Let's work together to make everyone profitable. Just call us 888-844-3123 and we will be glad to help.

Thank you,

CUTTS



WORLDWIDE LOGISTICS

Toll Free: 888-844-3123
Fax: 662-285-4305 and 4304

P O Box 1070
Ackerman, MS 39735

CARRIER REQUIREMENTS:

- Authority* _____ Please fax a copy of your contract authority.
- Cargo ins.* _____ Please fax a copy of a certificate of cargo insurance showing a working telephone number for your insurance agency. (We will call and request a certificate showing us at the certificate holder. If your insurance company will only accept requests from the insured, please notify them for us.)
- Liability ins.* _____ Please fax a copy of a certificate of liability insurance showing a working telephone number for your insurance agency. (We will call and request a certificate showing us at the certificate holder. If your insurance company will only accept requests from the insured, please notify them for us.)
- W-9* _____ Please complete and fax the W-9 form and be sure to include your Federal ID number.
- Contract* _____ Please read, complete and fax the transportation contract and return to us via the fax 662-285-4305 along with the above items.
- Dispatch* _____ Please instruct drivers to call 888-844-3123 for a release number before leaving the final destination.

TO ENSURE YOU RECEIVE PROPER PAYMENT:

- Please instruct drivers to write "SLC" (shipper,load,count) when applicable on BOL. When "SLC" not applicable, driver is responsible for piece counts.
- Please place seal numbers on original and delivery BOLs.
- Please notify us immediately of any shortages, damages, or losses.
- Please send in original signed delivery receipts with your invoices. Be sure to include our pro number on your invoice.

THANK YOU

P . O. BOX 1070
ACKERMAN, MS 39772

Toll Free: 888-844-3123
Fax: 662-285-4305
Alternate Fax: 662-285-4304

CUTTS WORLDWIDE LOGISTICS

BANK REFERENCES:

Regions	Kenny Clark	662-285-6278
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CARRIER TRADE REFERENCES:

CARDE TRANSPORT Fontana, CA	Jeanne	909-822-6202
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J AND B EXPRESS, INC. Lawrenceburg, TN	Larry	800-247-2869
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MIDWEST CONNECTION, INC. Chicago, IL	Jack	847-621-0340
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ELITE TRANSPORTATION Wake Forest, NC	James	919-562-1824
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IMPORTANT NUMBERS

Dunn & Bradstreet Number:	10-051-5191
SCAC Code:	CUTS
MC Number:	MC378490B
Date Incorporated	01/01/2001

Please read in full, complete all blanks, and include signature on 3rd page.

BROKER (CUTTS WORLDWIDE LOGISTICS)
CARRIER – TRANSPORTATION CONTRACT

This contract, made this _____ day of _____ 2007, by and between Cutts Worldwide Logistics, Inc., and _____ (carrier) for the transportation of specified goods in accordance with the following conditions.

WHEREAS, Carrier is a motor vehicle contract carrier in interstate commerce, holding Interstate Commerce Commission operating authority in Docket MC _____ and _____

WHEREAS, Broker desires to engage the services of Carrier for the transportation of Broker's goods in interstate commerce between points within the Carrier's ICC authorized licenses.

NOW, THEREFORE, in consideration of the following mutual covenants, the Broker and Carrier agree as follows:

BILATERAL COMMITMENT: Broker shall tender to carrier and Carrier shall transport a series of shipments between points designated by Broker. Carrier shall advise Broker if it is unable to supply transportation services within the time requested by Broker in which Broker may arrange other transportation. Carrier shall use its best efforts to transport shipments tendered by Broker in a timely fashion.

- **DISTINCT NEEDS:** Carrier shall provide service to meet the unique, distinct needs of the Broker, which shall include but not be limited to, team service, driver loading or unloading, overnight delivery, stops in transit, drop trailers, detention, weekend and holiday shipments, and dedication of equipment.
- **RATES AND CHARGES:** After a rate is agreed to by the parties but before the Carrier's driver is dispatched, the Broker shall fax to the Carrier a rate confirmation sheet identifying the pickup date, origin, destination, rate, and other charges. This sheet shall then be the accepted contract. If the Carrier disputes the accuracy of the rate or charges on the rate confirmation sheet, the Carrier must notify the Broker prior to driver dispatch in which case the rate confirmation sheet shall not become a contract until both parties agree.
- **INSURANCE:** Carrier shall maintain public liability insurance with single limit of not less than \$1,000,000. Carrier shall maintain cargo insurance against Carrier's liabilities for loss or damage goods shipped pursuant to the contract with a limit of \$100,000.

Please read in full, complete all blanks, and include signature on 3rd page.

CARRIER – BROKER TRANSPORTATION CONTRACT

- **CLAIMS**: Compensation paid to Carrier under this Contract may be withheld in whole or in part by Cutts Worldwide Logistics, Inc., or any of its subsidiaries or related companies to satisfy claims or shortages arising out of this or other contracts, or to satisfy advances made to, or on behalf of, Carrier or to satisfy any debt owed by Carrier to Cutts Worldwide Logistics, Inc., or any of its subsidiaries or related companies.
- **BROKER IS INDEPENDENT CONTRACTOR**: Carrier does not employ Broker to act as “Agent” for carrier. Payment of freight charges to any party other than Carrier does not constitute payment to the Carrier. Carrier does not authorize any party to withhold all or any part of Carrier’s freight charges for any reason.
- **BACK SOLICITATION**: Carrier shall not solicit traffic from any 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 Broker’s customer was first tendered to the Carrier by the Broker. If Carrier breaches this agreement, the Broker is entitled, for a period of twelve (12) months after the involved begins to move, to commissions, **equal to 10% of the gross revenue** received by the Carrier.
- **DURATION**: This contract shall continue for a period of one (1) year and shall be renewed automatically; but either party shall have the right to cancel this Contract upon thirty (30) days prior notice to the other party.

Carrier shall be liable for 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 of 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 Code of Federal Regulations at 49 CFR Part 370. The terms, 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.

Carrier agrees to indemnify and save harmless Cutts Worldwide Logistics, Inc., from any and all claims of any nature whatsoever arising out of Carrier’s operations and activities hereunder, including without limitation, 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 employees or agents, which may occur during the performance of services under this Agreement, including court costs and attorney’s fees incurred in defending prosecuting such claims.

Please read in full, complete all blanks, and include signature on 3rd page.

CARRIER – BROKER TRANSPORTATION CONTRACT

IN WITNESS WHEREOF, the parties hereto have executed this contract in duplicate the date first written.

(Carrier)

(Broker)

(Carrier Full Company Name)

Cutts Worldwide Logistics, Inc.

(Carrier Physical Address)

8460 MS Hwy 15

(Carrier Mailing Address)

P O Box 1070

(Carrier City, State, Zip)

Ackerman, MS 39735

(Carrier MC #)

MC 378490 B.

(Carrier Phone Number)

662-285-4300

(Carrier Fax Number)

662-285-4305 and 4304

(Carrier Authorized Personnel, please print)

Timothy D. Cutts, President

(Carrier Signature Personnel, signature)



(Tim D. Cutts, signature)

Form **W-9**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Please print or type	Name (See Specific Instructions on page 2.)																																																
	Business name, if different from above. (See Specific Instructions on page 2.)																																																
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶																																																
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																															
City, state, and ZIP code																																																	
Part I Taxpayer Identification Number (TIN)		List account number(s) here (optional)																																															
<p>Enter your TIN in the appropriate box. 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 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 2.</p> <p><i>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i></p>		Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)																																															
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Part III Certification																																																	

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. 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 2.)

Sign Here Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS must get 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.

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

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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.

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- 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 the Part II instructions and the separate instructions for the Requester of Form W-9.

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.

PM-25
(Rev. 1/95)

SERVICE DATE
May 05, 2000

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

LICENSE

MC 378490 B

TIM D. CUTTS
D/B/A CUTTS' LOGISTICAL SERVICE
WEIR, MS, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Terry Shelton, Acting Director
Office Data Analysis & Information

Systems

It is estimated that an average of 1/4 burden hour 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 the Section of Administrative Services, Interstate Commerce Commission and the Office of Information and Regulatory Affairs, Office of Management and Budget.

B.M.C. 84

Approved by OMB
3120-0041
Expires 10/31/95

License No.

MC- 378490-B

BOND NO: 3-603-161

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 10927
(EXECUTED IN DUPLICATE)

KNOW ALL MEN BY THESE PRESENTS, THAT we Tim D. Cutts dba Cutts' Logistical Servi
(Name of Property Broker)

of Weir, Mississippi
(City) (State) as PRINCIPAL (hereinafter called Principal),
and Ohio Casualty Insurance Company
(Name of Surety), a corporation, or a Risk Retention

Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and
existing under the laws of the State of Ohio
(State) as SURETY

(hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Interstate Commerce Commission such bond as will ensure financial responsibility and the supplying of transportation subject to said Act in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 10927(b), and the rules and regulations of the Interstate Commerce Commission, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the Interstate Commerce Act under license issued to the Principal by the Interstate Commerce Commission, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Interstate Commerce Commission forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 15th day of March, ~~2000~~ 2000, 12:01 a.m. standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice in the Interstate

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the
15th day of March, 2000

PRINCIPAL

SURETY

Name Tim D. Cutts dba Cutts' Logistics Service Name Ohio Casualty Insurance Company (S.A.L)

By TD Cutts
(Signature and Title)
Tim D. Cutts, Owner

By Melinda Williams
(Signature and Title)
Melinda J. Williams, Attorney-in-fact

Witness Betty Parkerson

Witness Brenda Cling