



Dear Valued Carrier:

We are very pleased that you have made the decision to become a carrier with JB Hunt Transport, Inc. The carriers admitted to the JB Hunt Transport program have demonstrated a disciplined and professional commitment to our industry, and we recognize you as a member of an elite group.

As a carrier member, some of the benefits you will receive include the following:

- Quick pay for loads you move
- Pro-active notification when we do not receive a timely invoice from you
- A variety of easy to use communication tools to post load updates
- 24 hour service support
- Zero credit risk with customers
- Access to dedicated/repeat traffic lanes
- Access to major national account shippers
- Increased efficiency for sales staff and associated expenses
- Regular activity/performance summaries

Whether your need is for an occasional backhaul, or to keep your entire fleet rolling, JB Hunt Transport is there to support your needs. Our experience as a major national motor carrier along with our access to virtually every major shipper in the nation will hopefully make us the preferred place to turn to when you need to keep your fleet moving forward.

So once again, THANKS and welcome aboard.

Please find attached a packet outlining the requirements to qualify your company as a carrier for J.B. Hunt Transport, Inc. Please review, sign and fax all materials back to **479-820-1890 (Attn: ICS)**.

Please fax required documents to ICS at 479-820-1890

J.B. Hunt offers Quick Pay and Cash Advances

Quick Pay

Prompt pay everyday at J.B. Hunt Transport.

We understand how important cash flow is to our Carriers.

Our Quick Pay program allows us to process your paperwork within 48 hours of receipt.

Upon load completion, simply fax your Invoice, the original Bill of Lading, POD,

Lumper Receipt and any other required documents to 1-479-820-2718.

It's that easy!

Once approved final payment minus the fixed 1.5% discounted fee will be electronically transferred to the preferred payment method of your choice.*

This fully automated program was designed with our Carriers' needs in mind.

To learn more about our Quick Pay Program, Payment methods, QP options and discounted fees, contact your JBH Dispatcher, call 1-866-646-QPAY (7729) or email us at www.quickpay@jbhunt.com.

Note: Quick Pay will be available to our Carriers May 1st of 2008

Cash Advances

You don't have to be a Quick Pay Carrier to take advantage of J. B. Hunt's Cash Advance Program. This fully automated system allows JBH to advance Carriers immediate funding on all dispatched loads once Loaded confirmation has been verified.

There's no hassle and no wait, all approved Carriers qualify. This instant access allows you to receive the cash you need in order to get the job done.

Cash advances can be received via Express Code or immediate funding can be loaded on your JBH Pay Card.

Final payments will be electronically transferred to the account of your choice minus all discounted fees dependant upon the Payment method option of your choice.

To learn more about our Cash Advance Program, Payment methods, and discounted fees, contact your JBH Dispatcher today.* You can also call us toll free at 1-866-646-7729 or email us www.quickpay@jbhunt.com.

Note: Cash Advances will be available to our Carriers May 1st of 2008

* All terms and conditions for Quick Pay and Cash Advances are subject to change at anytime without notice. Contact your J.B. Hunt representative for current terms and conditions.



ICS Quick Pay, Standard Pay & Cash Advance Reference *



1. Direct Deposit

Quick Pay Direct Deposit:

- 1.50% deducted from total load revenue
- Funds available & released to Carrier bank with 48 hrs after E-Call pending Invoice, BOL, POD, Lumper receipt, etc

Standard Direct Deposit:

- No Fee
- Funds available & released to Carrier bank with 21 days after E-Call pending BOL, POD, Lumper receipt, etc

2. Pay Card

Com Data Card:

- 1.50% deducted from total load revenue
- \$2.00 loading fee per load
- Funds loaded on Pay Card & released after E-Call pending Invoice, BOL, POD, Lumper receipt, etc

Standard Pay Card:

- \$2.00 loading fee per load
- Funds loaded on Pay Card 21 days after E-Call pending POD, BOL, Lumper receipt, etc

3. Hard Copy Check

Quick Pay Hard Copy Check:

- 1.50% deducted from total load revenue
- Funds available & released to Carrier within 48 hrs after E-Call pending BOL, POD, Lumper receipt, etc
- Payment sent via mail. Allow 5 to 7 days

Standard Hard Copy Check:

- No Fee
- Funds available & issued to Carrier via hard copy check 21 days from E-Call pending POD, BOL, Lumper receipt, etc

4. Cash Advance

Cash Advance on Com Data Card:

- \$10 fee for all cash advances
- Max advance of 50% per load or \$1,000 per day
- Advances issued after LOADED CALL and load security check
- No cash advances after empty call

Advance Via Express Code:

- \$10 fee for all cash advances
- Max advance of 50%, per load or \$1,000 per day
- Advances issued after LOADED CALL and load security check
- A 14 or 18 digit express code issued via phone

Final Payment with a Cash Advance

Cash Advance on Com Data Card:

- Cash advances will be loaded directly on Carriers Pay Card
- Immediate funding after E-Call pending BOL, POD, Lumper receipt, etc

Advance Via Express Code:

- Final Payment issued minus advances & fees per Carrier Payment Method
- Immediate funding after E-Call pending BOL, POD, Lumper receipt, etc

Cash Advance—Power Only Fleet

Cash Advance:

- \$500 per day or up to 25% per load

* All terms and conditions are subject to change at anytime without notice. Contact your J.B. Hunt representative for current terms and conditions.

Carrier Checklist

The following documentation is required for qualification as a
J.B. Hunt ICS Outsource (Independent Contractor) Carrier

- Complete Carrier Profile
- Copy of Operating Authority and Safety Rating
- Complete New Vendor Information Form
- Signed Outsource Carriage Agreement
- Certificate of Liability Insurance
 - \$1,000,000 Automobile Liability – bodily injury and property damage (combined single limit per occurrence) Coverage for “Any Auto” or “All Owned Autos”, “Hired Autos”, and “Non-Owned Autos” is preferred. “Scheduled Autos” is acceptable providing the vehicle to be used is specifically identified on the insurance schedule.
 - \$100,000 Cargo Liability (All Risk or Broad Form)
 - Worker’s Compensation / Employer’s Liability coverage per the statutory requirements of your state
 - Deductibles and/or self-insured retentions for each coverage shown on certificate
 - Insurers affording coverage have an AM Best rating of B+ or higher (ratings of B or higher will be accepted for worker’s compensation coverage) *
 - Owner Operators clause included in Description of Operations if carrier utilizes owner operators **
 - J.B. Hunt Transport, Inc., listed as certificate holder:
 - J.B. Hunt Transport, Inc.
 - P.O. Box 130
 - Lowell, AR 72745
 - Insurance company must provide thirty (30) days written notice of change or expiration of policy

* Ratings of insurers may be found at www.ambest.com

** Please note that if you utilize owner operators in your daily operation, your insurance must also cover these individuals, as well as subcontractors, agents or employees utilized in performing services for J.B. Hunt Transport. Your certificate of insurance MUST provide on its face evidence that your coverage applies to and covers these individuals and the vehicles used to transport J.B. Hunt equipment.

Please forward to your agent the attached sample certificate.
Certificates not meeting these requirements will not be accepted.

Please fax required documents to ICS at 479-820-1890

SAMPLE: SEE NOTES BELOW

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/03/2008

PRODUCER

<INSURANCE AGENT>
<INS. AGENT ADDRESS>
<INS. AGENT CITY/ST/ZIP>
<INS. AGENT PHONE/FAX>

Insurers must be rated B+ or higher by AMBest. WC insurer is allowed B or higher

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

<CARRIER NAME>
<CARRIER ADDRESS>
<CARRIER CITY/ST/ZIP>

INSURER A- Insurer (rated B+ or higher by AMBest)
INSURER B- Another Insurer (rated B+ or higher)
INSURER C- Third Insurer (work comp rated B or higher)
INSURER D-
INSURER E-

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS deduct \$@@@	XYZ5678	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER	LMN456789	01/01/2008	01/01/2009	WC STATU- TOBY LIMITS OTHER E.A EACH ACCIDENT \$1,000,000 E.A DISEASE - EA EMPLOYEE \$1,000,000 E.A. DISEASE - POLICY LIMIT \$1,000,000
B	Motor Truck Cargo	CDE54321	01/01/2008	01/01/2009	deduct \$@@@; \$100,000 limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES/ EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

As respects the policies indicated above, coverage extends to the named insured's owner-operators, sub-contractors and agents as respects work being done under the order of the named insured on behalf of the certificate holder.

Deductibles must be listed for all policies.

CERTIFICATE HOLDER

J.B. Hunt Transport
PO Box 130
Lowell, AR 72745
(800) 252-4868

If carrier utilizes owner-operators, this clause MUST be listed.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
William T. Brooksline

Minimum Requirements: \$1,000,000 Auto Liability, \$100,000 Cargo. No deductible higher than \$10000 will be accepted on any policy. Policy Numbers, Effective and Expiration Dates, Limits, and Deductibles must be listed for all policies.

J. B. HUNT CARRIER PROFILE

*Required Information. Please note the completeness of this profile will increase our ability in matching your company with freight

*Date Completed: _____

*Carrier Name: _____

*DOT: _____ MC: _____

*SCAC: _____ Tax ID: _____

Corporate Address:

*Street: _____ *Phone: _____

*P.O. Box: _____ *Fax: _____

*City: _____ *State: _____ *Zip Code: _____

*E-Mail Address: _____ *Web Address: _____

***Operating Authority**(Please Attach Copies):

Intrastate: _____

Interstate: _____

Describe Lane / Backhaul Needs:

Are you interested in dedicated or regular lanes? (Yes / No) Area(s)?

Length of haul? _____ Are you willing to purchase equipment for dedicated lanes? _____

Do you haul beer? (Yes / No) other alcoholic beverages? (Yes / No) If so, in which states are you permitted?

Does your company own a brokerage? _____

Drivers:

Number of Company Drivers _____

Non-Union _____

Union _____

Number of Owner-Operators _____

*** WILL YOU UTILIZE OWNER-OPERATORS OR INDEPENDENT/SUBCONTRACTORS IN PERFORMING WORK FOR J.B. HUNT?** _____ YES _____ NO

Carrier Capabilities (Please circle all that apply):

Mode of Service: TL LTL INTERMODAL SMALL PACKAGE AIR

Area of Service: OTR REGIONAL LOCAL EXPEDITE TEAMS

Type of Service: DRY VAN REFRIGERATED FLATBED AUTO-HAULER PUPS

SPECIALIZED-OSD, COMMODITIES, TANKERS STRAIGHT TRUCK

TWIC (Transportation Worker Identification Credential) Certified drivers

Equipment:

Number of Tractors: _____

Number of Trailers: _____

	Number	Length
Dry Van		
Refrigerated		
Flatbed		
Other		

Hazmat:

Do you haul hazardous materials? (Yes / No)

Systems:

* Do you have internet access? (Yes / No)

* Do you have access to email? (Yes / No)

* Tracking Capabilities: Cellular _____ Satellite _____ Pagers _____

Do you currently perform EDI transactions? (Yes / No)

If yes, please check supported transactions:

- _____ 204 - Motor Carrier Shipment Information (Electronic Load Tendering)
- _____ 210 - Motor Carrier Freight Details and Invoice (Billing)
- _____ 214 - Motor Carrier Shipment Status Message
- _____ 990 - Response to Load Tender (Accept or Deny)
- _____ Other - _____

Safety:

Do you have a safety manager or department? _____ DOT Accident Rate? _____

* DOT Safety Rating (please attach copy): _____

Financial:

	2002	2001	2000
Revenue			
Earnings			
Operating Ratio			

*** Contacts:**

Operating Areas	Contact Name	Phone	Fax	Email
Executive				
Marketing				
Safety				
Insurance/Risk Management				
Claims				
Contracts				
After Hours				
Accounts Receivable				
EDI				

Dispatch/Marketing:

Region	Contact Name	Phone	Fax	Email	Hours

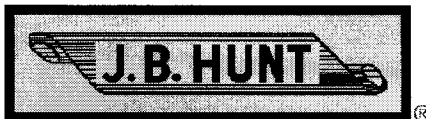
General Questions:

What is your current commodity mix?(automotive, retail, beverage)

Can you provide trailer pools?

Are you a privately or publicly held company?

Please fax required documents to ICS at 479-820-1890



TRANSPORTATION/CARRIER NEW VENDOR FORM

HIGHLIGHTED FIELDS REQUIRED

New Vendor Change to Existing Vendor

How Will Settlements be paid? PayCard Factoring Agent Direct Deposit Check
If Direct Deposit is checked Vendor Direct Deposit Enrollment Form must be completed and attached.
Changes for payment terms need to be sent to Fax#479-770-2684 or Email quickpay@jbbhunt.com

How would you like to receive your settlement information Fax Email Mail
All approved carriers are eligible for cash advances. If you DO NOT want to receive cash advances check here
Will you want advance by PayCard Yes No
Who will be authorized to receive advances Dispatch Yes No Drivers Yes No

Are you requesting Quick Pay Yes No
If you elect Quick Pay please fax invoices and all required documents to (479) 820-2718. A fixed 1.5% processing fee for Quick Pay will be deducted for each final settlement. Each Cash Advance will incur a fee of \$10.00. There will be a \$2.00 charge for each final Settlement issued via Paycard. In the event a Cash Advance is issued and there is not enough PTE to cover a credit will be placed on your account.

GENERAL INFORMATION

NAME: _____
(Individual name if sole proprietor)

BUSINESS NAME: _____
(exactly as printed on invoice)

PAYMENT ADDRESS: _____
(If factored, Factoring Agent Name & Address) (Street)

_____ (City) _____ (State) _____ (Zip)

PHONE: _____ **FAX:** _____

CONTACT: _____

E-MAIL ADDRESS: _____
(if available)

MC# or DOT# _____

ARE YOU A CERTIFIED MINORITY/WOMAN-OWNED BUSINESS?

YES NO

NAME OF CERTIFYING AGENCY: _____

STATE
 FEDERAL

ASIAN INDIAN
 ASIAN PACIFIC
 BLACK (AFRICAN AMERICAN)
 ESKIMO/ALEUT
 HISPANIC
 NATIVE AMERICAN
 NATIVE HAWAIIAN
 WOMAN-OWNED

1099 INFORMATION

CORPORATION LLC INDIVIDUAL/SOLE PROPRIETOR OTHER
(please mark appropriate box)

TAXPAYER IDENTIFICATION NUMBER(EIN or SSN): _____
(please mark appropriate box below)

Employer Identification Number 'OR' Social Security Number

PHYSICAL ADDRESS: _____
(for mailing of Tax forms) (Street)

_____ (City) _____ (State) _____ (Zip)

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 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.

SIGN HERE _____ **Date** _____
(Signature of U.S. Person)

VENDOR DIRECT DEPOSIT ENROLLMENT FORM

Company Name: _____ Vendor # _____

Elect Direct Deposit

Checking/Savings Information

Bank Name _____ Phone # _____

City/State/Zip Code _____

Transit/Routing Number _____ Account Number _____

Checking Account

Savings Account

Signature _____ Date _____

PLEASE READ CAREFULLY:

- For enrollment/change of checking account, you **must** attach a voided check that includes your bank account and nine digit transit number.
- For enrollment/change of savings account, you **must** attach a form from your bank showing your savings account number and nine digit transit number.
- Designated amounts will usually post to your account within 48 hours of transmission depending on your banks posting procedures.
- J.B. Hunt Transport, Inc. cannot be responsible for overdrafts incurred before funds are deposited.
- Changes to direct deposit accounts may not necessarily take effect on your next settlement.

PLEASE ATTACH VOIDED CHECK HERE.

**OUTSOURCE CARRIAGE AGREEMENT
Less Than Truckload Shipments**

This Outsource Carriage Agreement (hereinafter referred to as "OCA") is made and entered into between J.B. Hunt Transport, Inc., whose principal office is located at 615 J.B. Hunt Corporate Drive, Lowell, AR 72745, (hereinafter known as "JBHT") and _____, whose principal office is located at _____ (hereinafter known as "Transportation Service Provider" or "TSP") (hereinafter collectively known as the "Parties").

RECITALS

WHEREAS, JBHT is a carrier duly authorized to transport or to arrange for the transportation of LTL freight; and,

WHEREAS, JBHT has received approval from certain of its customers (hereinafter "Customer" or "Customers") to tender freight to various transportation service providers for outsourced services; and,

WHEREAS, TSP is duly authorized by appropriate federal, state or provincial agency or agencies of either the United States or Canada, or both, to provide transportation services (proof of such authority or authorities shall be provided to JBHT by TSP); and,

WHEREAS, TSP wishes to supply its services to JBHT for outsourced services;

NOW, THEREFORE, JBHT and TSP hereby agree to the following terms:

1. OCA and Other Documents.

- 1.1. **Applicability of 49 USC §14101 and Priority of Documents.** This OCA is entered into in accordance with 49 USC §14101. Except as may be otherwise provided herein or in any addenda hereto, this OCA, and the services provided hereunder, shall be subject to Titles 49 of the United States Code ("USC") and of the Code of Federal Regulations ("CFR"). Pursuant to 49 USC §14101(b)(1), however, JBHT and TSP hereby waive any and all rights and remedies provided under that part to the extent they are in conflict with the terms of this OCA and its addenda. Unless expressly stated otherwise in this OCA or its addenda, this OCA and any addenda shall govern the relationship between JBHT and TSP and all other documents shall be subordinate to them. In the event of a conflict between this OCA and an addendum or amendment the term of the addendum or amendment shall apply. This OCA and any attachments, exhibits, amendments or addenda hereto shall be the entire agreement between the parties and supersedes and cancels any and all prior written or oral agreements and understandings regarding the subject matter of this OCA between the Parties. No modifications or amendments to this OCA shall be binding upon JBHT unless initialed and signed by a JBHT authorized representative. This OCA may not be assigned by TSP in whole or in part without the prior written agreement of JBHT.
- 1.2. **Contract Carriage/Standard Bill of Lading Terms.** Except as otherwise provided in this OCA and any addenda hereto, whether or not TSP is authorized to operate, or does operate, as a common carrier, each and every shipment tendered to TSP by JBHT during the term of this OCA shall be deemed to be a tender to TSP as a motor contract carrier. All shipments shall be deemed to have been made on the Uniform Straight Bill of Lading despite the bill of lading form that is supplied for any individual shipment.
- 1.3. **Load Tender Form.** JBHT shall submit load tenders (hereafter "Tender" or "Tenders") to TSP on the behalf of Customers. The transportation services provided by TSP shall be designed to meet the distinct transit, service and pricing requirements of JBHT and Customers, as set out in each Tender. The origins and destinations to be served, the commodities to be transported, and the rates and charges applicable to the transportation services shall be included in the Tender. Acceptance of the Tender and its terms shall be made by signature and return by TSP or by actual acceptance of the tendered shipment. All Tenders shall be deemed binding attachments to this OCA and shall be controlled hereby. Driving directions to or from a customer's location may be communicated to the TSP via the load tender document or other specified means. Directions are for informational purposes only. It shall be the TSP's sole responsibility to insure the directions are appropriate and JBHT makes no guarantee with respect to specified routes and the compatibility of those routes with regards to any type of equipment.

2. Relationship of the Parties.

- 2.1. **TSP Status.** TSP shall perform any and all services hereunder as an independent contractor. No provision of this OCA or any act or omission of either party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, parent/subsidiary, employer/employee relationship or other such relationship implying a lack of independent operation by TSP. TSP shall provide sole supervision and liability for and shall have

**OUTSOURCE CARRIAGE AGREEMENT
Less Than Truckload Shipments**

This **Outsource Carriage Agreement** (hereinafter referred to as "OCA") is made and entered into between J.B. Hunt Transport, Inc., whose principal office is located at 615 J.B. Hunt Corporate Drive, Lowell, AR 72745, (hereinafter known as "JBHT") and _____, whose principal office is located at _____ (hereinafter known as "Transportation Service Provider" or "TSP") (hereinafter collectively known as the "Parties").

RECITALS

WHEREAS, JBHT is a carrier duly authorized to transport or to arrange for the transportation of LTL freight; and,

WHEREAS, JBHT has received approval from certain of its customers (hereinafter "Customer" or "Customers") to tender freight to various transportation service providers for outsourced services; and,

WHEREAS, TSP is duly authorized by appropriate federal, state or provincial agency or agencies of either the United States or Canada, or both, to provide transportation services (proof of such authority or authorities shall be provided to JBHT by TSP); and,

WHEREAS, TSP wishes to supply its services to JBHT for outsourced services;

NOW, THEREFORE, JBHT and TSP hereby agree to the following terms:

1. **OCA and Other Documents.**

- 1.1. **Applicability of 49 USC §14101 and Priority of Documents.** This OCA is entered into in accordance with 49 USC §14101. Except as may be otherwise provided herein or in any addenda hereto, this OCA, and the services provided hereunder, shall be subject to Titles 49 of the United States Code ("USC") and of the Code of Federal Regulations ("CFR"). Pursuant to 49 USC §14101(b)(1), however, JBHT and TSP hereby waive any and all rights and remedies provided under that part to the extent they are in conflict with the terms of this OCA and its addenda. Unless expressly stated otherwise in this OCA or its addenda, this OCA and any addenda shall govern the relationship between JBHT and TSP and all other documents shall be subordinate to them. In the event of a conflict between this OCA and an addendum or amendment the term of the addendum or amendment shall apply. This OCA and any attachments, exhibits, amendments or addenda hereto shall be the entire agreement between the parties and supersedes and cancels any and all prior written or oral agreements and understandings regarding the subject matter of this OCA between the Parties. No modifications or amendments to this OCA shall be binding upon JBHT unless initialed and signed by a JBHT authorized representative. This OCA may not be assigned by TSP in whole or in part without the prior written agreement of JBHT.
- 1.2. **Contract Carriage/Standard Bill of Lading Terms.** Except as otherwise provided in this OCA and any addenda hereto, whether or not TSP is authorized to operate, or does operate, as a common carrier, each and every shipment tendered to TSP by JBHT during the term of this OCA shall be deemed to be a tender to TSP as a motor contract carrier. All shipments shall be deemed to have been made on the Uniform Straight Bill of Lading despite the bill of lading form that is supplied for any individual shipment.
- 1.3. **Load Tender Form.** JBHT shall submit load tenders (hereafter "Tender" or "Tenders") to TSP on the behalf of Customers. The transportation services provided by TSP shall be designed to meet the distinct transit, service and pricing requirements of JBHT and Customers, as set out in each Tender. The origins and destinations to be served, the commodities to be transported, and the rates and charges applicable to the transportation services shall be included in the Tender. Acceptance of the Tender and its terms shall be made by signature and return by TSP or by actual acceptance of the tendered shipment. All Tenders shall be deemed binding attachments to this OCA and shall be controlled hereby. Driving directions to or from a customer's location may be communicated to the TSP via the load tender document or other specified means. Directions are for informational purposes only. It shall be the TSP's sole responsibility to insure the directions are appropriate and JBHT makes no guarantee with respect to specified routes and the compatibility of those routes with regards to any type of equipment.

2. **Relationship of the Parties.**

- 2.1. **TSP Status.** TSP shall perform any and all services hereunder as an independent contractor. No provision of this OCA or any act or omission of either party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, parent/subsidiary, employer/employee relationship or other such relationship implying a lack of independent operation by TSP. TSP shall provide sole supervision and liability for and shall have

exclusive control over the operations of its personnel, contractors, subcontractors, and other agents, as well as any and all other vehicles, equipment and property, whether tangible or intangible, under the control of TSP. JBHT shall have no right to discipline or direct the performance of any personnel, contractors, subcontractors, and other agent of TSP. TSP agrees and warrants that it shall at no time and for no purpose represent any affiliation with JBHT other than that of an independent contractor and shall not, other than in that capacity, set itself out as having any power or authority to act on the behalf of or to bind JBHT. TSP shall at no time knowingly or willfully take any action that in any way reflects negatively on JBHT.

2.2. **TSP Personnel.** TSP assumes full responsibility and liability for the payment of the following listed items and agrees to comply with the laws, and any rules and regulations promulgated thereunder, by any applicable federal, state, provincial or local jurisdiction (and, when applicable, shall provide periodic proof of such compliance): payroll taxes or contributions to taxes for unemployment insurance, old age pensions, worker's compensation, social security, or other related protection with respect to persons engaged in the performance of said transportation services. JBHT shall not be responsible for any act or omission of any personnel, contractors, subcontractors or other agents of TSP. TSP shall fully indemnify and hold JBHT harmless under the terms of indemnity, herein, for any claim brought against JBHT for any such employment obligation.

3. **Non-exclusivity.**

3.1. **OCA not Exclusive.** Unless otherwise agreed through a written amendment hereto, TSP and JBHT agree that this OCA is non-exclusive and that JBHT may utilize other Transportation Service Providers to fulfill the transportation needs of the customers of JBHT. In addition, TSP shall be free to accept freight from customers other than JBHT. TSP is further notified, understands and agrees that all loads tendered are on an "as needed" basis and nothing contained herein, nor any course of dealing between the TSP and JBHT, shall guarantee any volume of any kind or constitute any commitment whatsoever to utilize the services of TSP.

4. **TSP Service Requirements.**

4.1. **Communications with JBHT.** TSP shall be responsible to give periodic updates on the status of any shipment for which it accepts tender. Such communication shall be to advise JBHT of information such as, but not limited to: TSP'S arrival for loading and unloading at each stop; confirmation of completion of loading and unloading at each stop; any accessorial charges that might be added, any reweigh or reclassification of the shipment, any overage, shortage or damage information relating to cargo; notice of the location where any trailer is spotted, if JBHT or customer equipment is used; periodic check calls, and accident reporting. The method(s) TSP uses to provide such information to JBHT shall be approved by JBHT and may include: EDI, ELT, Draynet™ (a proprietary program designed by JBHT), facsimile, Internet, e-mail, telephone, or other agreed means. TSP acknowledges receipt of and agrees to follow the J.B. Hunt Cargo Claims and Accident Reporting Procedures attached hereto as Attachment A.

4.2. **Covenant Not to Back Solicit.**

4.2.1. **No Back-Solicitation.** Except where mutual customers exist, TSP hereby agrees that neither it nor its independent contractors, subcontractors, owner operators or agents will, while this OCA is effective and for a period of one (1) year following termination of this OCA, directly or indirectly solicit or accept traffic from customers, shippers, or consignees initially introduced to it by JBHT or from customer-specific shipping origins and destination point-to-point lane combinations that were first tendered to TSP by JBHT (hereinafter "JBHT Traffic"). The term "mutual customers" includes any customers with whom TSP has provided transportation services within 6 months prior to TSP's execution of this OCA and who also do business with JBHT.

4.2.2. **Penalty for Breach.** If TSP, its independent contractors, subcontractors, owner operators or agents at any time while this OCA is effective or within one (1) year following termination of this OCA, directly or indirectly solicits or accepts JBHT Traffic as defined herein, JBHT shall be entitled to a commission of thirty-five percent (35%) of the linehaul revenue received by TSP on such JBHT Traffic.

4.3. **Prohibition Against Brokering.** Except as may be otherwise provided in this OCA or any addenda hereto, **TSP hereby agrees and acknowledges that it is strictly prohibited from using other motor carriers, or brokers, or to use "substituted services" for Shipper's goods without prior written agreement of JBHT.** When for TSP's convenience, TSP elects to use a pickup or delivery agent to serve a point to which it publishes direct service, TSP may do so at its expense, TSP may utilize the services of other carriers to serve a point to which it does not publish direct service. In either case, Trip leasing shall not be allowed hereunder. Should TSP violate any of the prohibitions contained in this section, TSP agrees that it shall be fully liable for any payment due to such motor carriers or brokers or for substituted services. TSP further agrees that it shall be fully liable for any loss, damage or delay to the Commodities of JBHT Customer(s), and any and all liabilities, losses, claims, costs, damages, and injuries (including death) incurred in transit to the same extent that TSP would be liable if it performed the transportation directly. Should TSP, in violation of this provision, use other motor carriers / "substituted services" or broker out any

movement tendered by JBHT, such action shall constitute a breach of this OCA. Each incident of such breach shall subject the TSP to immediate termination of this OCA, subject to the sole discretion of JBHT. Such penalty shall not be a limitation of remedies available to JBHT for any such breach.

- 4.4. **Hazardous Materials.** JBHT may tender hazardous material shipments to TSP if TSP meets all requirements established in Attachment B to this OCA. TSP hereby acknowledges receipt of and agrees to be bound by the Extra Requirements for Hazardous Materials Shipments attached hereto as Attachment B. TSP shall be responsible to inspect all paperwork tendered by a shipper to insure its accuracy and the commodity being shipped. In the event JBHT tenders a load to TSP that is not designated as containing hazardous materials and upon arrival at a shipper's location the TSP is informed or discovers that that shipper intends to load hazardous materials, or similar other commodities for which special permits or authority is required and for which TSP has not been approved to transport for JBHT, then TSP shall be responsible to notify JBHT and to reject any such shipment. In the event TSP fails to reject a shipment containing hazardous material then TSP shall indemnify and hold JBHT harmless from all fines, penalties, claims, cleanup, environmental harm or any other associated costs that arise as a result of transporting such load. If TSP properly notifies JBHT of the discovery of a hazardous material shipment and can provide a current Hazardous Materials Certificate of Registration issued by the US DOT and, at its expense, insurance as required by 49 CFR 387.9 and TSP wishes to transport the hazardous material shipment, then TSP and JBHT may negotiate for such services on a load-by-load basis.
- 4.5. **Security Requirements.** JBHT is a participant in the Customs-Trade Partnership Against Terrorism ("C-TPAT", with U.S. Customs) and Partners In Protection ("PIP", with Canadian Customs). As such JBHT expects TSP to comply in order for JBHT to remain compliant with such programs.
- 4.6. **Equipment.**
- 4.6.1.1. TSP shall ensure that the transportation services shall be performed with equipment which is in good order, condition and repair and which meets with all applicable federal and state laws, rules and regulations, including, but not limited to those of the DOT.
 - 4.6.1.2. TSP acknowledges that JBHT deals in commodities requiring sanitary equipment that is in compliance with local, state and federal statutes and regulations. TSP agrees that it will provide only equipment which is in compliance with such statutes and regulations, and specifically agrees that no equipment will be supplied for transportation of shipments hereunder which has ever been utilized to haul garbage, industrial, municipal or residential refuse, solid or liquid hazardous waste or any other similar materials.
- 4.7. **Receipts and Bills of Lading.** Each shipment hereunder shall be evidenced by a receipt, which shall be signed by an agent or employee of TSP and showing the kind and quantity of product received by TSP at origin, the name of TSP's employee and naming TSP as the carrier of the shipment. Such receipt shall be presumptive evidence of TSP's receipt of such shipment in good order and condition unless the contents of such shipment are not readily observable or as may otherwise be noted on the face of such receipt. If the TSP, JBHT or Customer elects to use a bill of lading, manifest or other documents, any terms, conditions and provisions of such bill of lading, manifest or other documents shall not operate as an amendment to this OCA, but shall be subject and subordinate to the terms, conditions and provisions of this OCA and, in the event they conflict with this OCA, the terms, conditions and provisions of this OCA shall prevail and take precedence.
- 4.8. **Representations and Warranties Regarding Drivers and Equipment.** TSP represents and warrants that its drivers and equipment will meet the following requirements:

NOTE: REMAINING PORTION OF THIS PAGE LEFT BLANK INTENTIONALLY

Please INITIAL (do not check) each box to affirm.

- a. Drivers will be qualified by TSP in accordance with 49 CFR 391, 392 and 380 (as applicable);
- b. Drivers will have completed controlled substance and/or alcohol testing as required by 49 CFR 382;
- c. Drivers will have no more than 3 moving violations in the past 3 years (from conviction date);
- d. Drivers will have no DWI or DUI convictions in the past 5 years or a current charge pending (from conviction date);
- e. Drivers will have no careless or reckless driving violations in the past 5 years (from conviction date);
- f. Drivers will have a valid CDL of the proper class with necessary endorsements;
- g. Drivers will be properly rested and in compliance with 49 CFR 395;
- h. TSP acknowledges that it satisfies its duty to monitor driver hours of service compliance in accordance with FMCSR;
- i. Equipment provided by TSP will meet the requirements of 49 CFR 393 and 396;
- j. Equipment will be inspected by the driver and determined to be free of defects likely to result in an accident or mechanical breakdown;
- k. TSP possesses all necessary authority, permits and other documents required for movement of the freight tendered.

5. TSP Qualification

5.1. **Authority.** As stated in the Recitals, TSP shall provide proof that it is duly authorized to perform the specified services it is to provide to JBHT. TSP shall not transport any tendered shipment and shall notify JBHT immediately in the event all or any part of such required authority is cancelled. If TSP performs any services for which it does not or no longer possesses proper authority, then it shall forfeit the right to payment for such services and shall hold JBHT and Customers harmless under the terms of Indemnification herein.

5.2. **Safety Rating.** TSP shall provide JBHT with a copy of the most recent safety rating for TSP. If TSP is operating domiciled in California then TSP shall also provide a copy of the most recent BIT inspection for TSP. Unless otherwise approved, the safety rating for TSP must be Satisfactory. TSP shall immediately notify JBHT if TSP'S safety rating becomes Conditional or Unsatisfactory. In the event of a Conditional or Unsatisfactory rating, JBHT may suspend all tender of all shipments until such rating is again acceptable and JBHT may exercise the right to immediate termination of the OCA.

5.3. **Insurance.**

4

5.3.1. **Procurement.** TSP shall procure and maintain, at no cost to JBHT, and with reputable and financially responsible insurance underwriters with an AM Best rating of "B+" or better, the following insurance coverages:

5.3.1.1. Cargo liability insurance, whether All-Risk or Broad Form, covering risks for loss of or damage to shipments, in the minimum amount not less than One Hundred Thousand Dollars (\$100,000) per shipment;

5.3.1.2. Automobile liability insurance for bodily injury (including injury resulting in death) and loss of or damage to property, in the amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence, and extending to "Any Auto" or "All Owned, Hired, and Non-Owned Autos." "Scheduled Autos" is acceptable providing the specific vehicle to be utilized is named on the carrier's insurance schedule.

5.3.1.3. Workers' compensation insurance as required by applicable law (AM Best rating of "B" or better is acceptable for workers' compensation coverage);

5.3.1.4. Any additional insurance requirements under any and all applicable United States, Canada and Mexico federal, state, provincial and local laws, regulations and rules.

5.3.2. **Certification.** TSP shall furnish to JBHT written certificates showing that the above insurance has been procured and is being maintained, the amount of any deductibles, self-insured retentions or the like applying to each policy, and specifying the name of the insurer, insurance underwriter, producer or issuing agency, the policy number or numbers, and the expiration date or dates. JBHT shall be a certificate holder on the policies described above and, as to each policy, in the event of cancellation or material modification of any policy, written notice shall be given to JBHT at least thirty (30) days prior to the effective date of such cancellation or modification. Should TSP's insurance be cancelled at any time for any reason whatsoever then TSP must notify JBHT immediately and TSP shall not accept any further shipments.

5.3.3. **Applies to Independent Contractors.** Insurance provided by TSP hereunder shall also completely and unconditionally apply and extend to and cover losses or liabilities occasioned by any and all independent contractors, subcontractors, or owner operators of any tier utilized by TSP to transport freight tendered by JBHT. Certificates of insurance provided to JBHT shall specify such application to and coverage of such sub-independent contractors and owner operators.

5.3.4. **Exclusions and Restrictions.** The coverage provided under the cargo policy and other policies required herein shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to loss and damage claims, including reasonable cargo claims. TSP hereby agrees to provide to JBHT and grants permission to and requires its insurance producers and insurers to provide directly to JBHT upon JBHT's request a copy of all insurance policies of every coverage type, including a copy of all exclusions from the cargo policy. TSP's cargo insurance policies shall be primary and not contingent and shall not exclude coverage for infidelity, fraud, dishonesty, or criminal acts of TSP or of the personnel (including officers and directors), contractors, subcontractors, owner operators or other agents of TSP. If said policy contains such exclusions, TSP shall obtain and furnish a policy extension or surety bond providing such coverage to the satisfaction of JBHT.

5.3.5. **Premiums and Deductibles.** TSP shall be responsible for all premiums and deductibles, and notwithstanding any provision of the paragraph, it is understood and agreed that the liability assumed by TSP hereunder shall not be limited to the insurance coverage stipulated herein. No policy shall have a deductible in excess of \$10,000 or retention, self-insured retention or the like in excess of \$5,000.

5.3.6. **Failure to Comply with Requirements.** Breach. TSP agrees that breach of the provisions of this Article 5 constitutes a material breach of this OCA whereupon JBHT may, upon notice, immediately terminate this OCA.

6. **Payment.**

- 6.1. **Payment Terms.** TSP shall make a best effort to invoice JBHT within fourteen (14) days of a shipment's delivery. JBHT shall pay TSP for its services pursuant to the terms in the Tender, or as otherwise agreed in writing, and upon receipt by JBHT from TSP of (1) the original bill of lading or shipping order, (2) delivery receipt (such bills of lading, shipping orders and delivery receipts shall be referred to as "Shipment Documents"), (3) a copy of the Tender and (4) TSP's invoice. TSP shall write the JBHT load number on each such document for purposes of identification and cross-referencing. Failure by TSP to provide any Shipment Documents or to notify JBHT of any additional charges related to a reweigh or reclassification, or accessorial charges, may, within the sole discretion of and to the satisfaction of JBHT, be grounds for withholding or delaying payment for services related to the subject shipment. JBHT shall have no responsibility to pay any invoice received more than one hundred eighty (180) days from the date of a shipment's delivery. The parties agree that any monies owed by JBHT to TSP may be withheld or offset by any claims or other amounts that TSP may owe to JBHT, including, but not limited to for any overpayments or payments made in error by JBHT. In addition, in the event that TSP ceases on-going operations, has its liability or cargo insurance coverages cancelled or revoked, otherwise breaches this OCA, is insolvent, files a petition in bankruptcy, or if a trustee is appointed to liquidate the assets of TSP, the parties agree that any monies owed by JBHT may be withheld and offset by any claims or other amounts that may be owed by TSP to JBHT.
- 6.2. **Responsibility for Payment.** TSP agrees that it shall look solely to JBHT for payment for any services rendered hereunder, and shall not, in any event whatsoever, contact the Customer, Shipper, Consignor or Consignee regarding payment of freight bills without the prior, express written consent of JBHT. In the event TSP or any of its independent contractors, subcontractors, owner operators or other agents violates this provision, then TSP shall be subject to a penalty of \$500 per occurrence.
7. **No Lien.** TSP shall have no lien and TSP hereby expressly waives its right to any lien on any cargo or other property of JBHT or its Customers. As such, TSP shall not withhold any freight due to a dispute with JBHT regarding any freight charges.
8. **Cargo Liability and Claims.**
- 8.1. **Liability.** TSP shall be liable to JBHT, and its Customers, as set forth in Title 49 United States Code §14706 (the Carmack Amendment) and applicable common law, for any and all loss of the shipment due to loss of or damage (injury) to cargo transported pursuant to this OCA, occurring while in the care, custody or control of TSP irrespective of where the loss, damage or delay occurs (in interstate, foreign, intrastate, domestic or trans-border commerce originating at a point in and/or destined to a point in the United States or Canada). TSP's measure of liability shall be \$25.00 per pound per claim unless a higher value is declared on TSP's shipping document at time of tender and applicable charges for coverage of the Declared Value paid therefore by JBHT to TSP. Any attempt by TSP to limit their liability less than what is stated herein 8.1 or to amend this OCA by provisions contained in any bill of lading, delivery receipt or tariff (whether filed, published or independently determined), whether purported to be incorporated by reference into this OCA by an attachment or otherwise shall be deemed null and void.
- 8.2. **Claims.** JBHT shall act as the third party administrator for any claim brought by Customers. TSP hereby acknowledges receipt of and agrees to follow the J.B. Hunt Cargo Claims and Accident Reporting Procedures attached hereto as Attachment A. In the event that the receiver refuses to accept a load for delivery or any portion of a load, TSP agrees to cooperate with JBHT in investigating and resolving the delivery of the load at issue, including, but not limited to, waiting at the receiver or other designated location until an adjuster arrives to inspect the load, the receiver is persuaded to accept the load, and/or the shipper provides other directions regarding the disposition of the load. TSP agrees to comply with any reasonable requests of JBHT, the shipper or receiver regarding the disposition of the load, including delivery of the load to another specified location. If TSP fails to cooperate, TSP shall be liable to JBHT for any additional costs or expenses incurred by JBHT in the investigation and resolution of the load at issue, including, but not limited to costs and expenses associated with employing the services of another carrier to complete delivery and disposition of the load. TSP agrees that JBHT shall be entitled to withhold and offset any such amounts against any amounts owed by JBHT to TSP. Except as specifically set forth to the contrary herein, all claims for overage, shortage, loss and damage and any salvage arising therefrom shall be submitted to TSP and handled and processed in accordance with 49 CFR Part 370. TSP shall acknowledge receipt of all such claims within thirty (30) days, and shall settle all claims within (120) days of receipt.
- 8.3. **Salvage.** In the event branded or labeled goods are damaged, JBHT (in conjunction with Customer) may determine, in its sole discretion, whether the goods may be salvaged and, if salvageable, the value of such salvage. TSP shall not sell, otherwise dispose of, or permit the sale, disposal or salvage of any goods bearing any trade name, trademark, logo or service mark without first obtaining the written consent of JBHT and then removing all such trade names, trademarks, logos or service marks prior to such sale or disposal.
- 8.4. **Time Limits.** Except as otherwise set out in this Article 8, the time limits for filing of loss and damage claims, and the time limits for filing any action at law for disallowance of claims, shall be governed by the provisions contained in 49 U.S.C. Sections 14705 & 14706.

9. **Undercharge and Overcharge Claims.** Except as otherwise expressly provided for herein, all claims for overcharge, undercharge and duplicate payment shall be processed as provided in 49 C.F.R. Part 378. The time limit for filing of initial claims for alleged undercharges, overcharges or duplicate payments under the terms of this OCA shall be one hundred and eighty (180) days from the date of receipt of the original invoice containing such disputed charges. Failure to file a claim challenging initial charges within said one hundred and eighty (180) day period shall forever bar any action at law for recovery of the same. Any action at law by either party to collect alleged undercharges or overcharges under the terms of this OCA shall be commenced not later than eighteen (18) months after delivery of the shipment. Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.

10. **Indemnity.**

10.1. **Terms.** TSP shall defend, indemnify and hold JBHT and its Customers ("Indemnitee(s)") harmless from all fines, costs, penalties, liabilities and claims of every kind, including attorneys' fees, costs of suit, settlements, judgments, and all other expenses to which JBHT or its Customers may be subjected on account of bodily injury to persons (including injury resulting death) and loss of or damage to any property whatsoever (including cargo), violation of Law, or any other claim arising out of or in connection with the transportation of property under this OCA by TSP or the personnel, contractors, subcontractors or any other agent of TSP. TSP's obligation to defend, indemnify and hold JBHT and its Customers harmless under this provision shall not in any manner be subject to any limitation on the amount or types of damages, compensation or benefits payable by TSP or the contractors, subcontractors or other agents of TSP under applicable worker's compensation acts, disability benefit acts or other employee benefit acts, and TSP hereby specifically waives, and shall cause its independent contractors, subcontractors, and owner operators to waive any immunity any of them may have under such acts. JBHT shall defend, indemnify and hold harmless from all fines, costs, penalties, liabilities, and claims of every kind including attorney's fees, costs of suit, settlements, judgments, and all other expenses to which TSP may be subjected on account of bodily injury to persons (including injury resulting in death) and loss of or damage to any property whatsoever (including cargo), violation of law, or any other claim caused by the sole gross negligence or intentional wrongful acts or omissions of JBHT.

10.2. **Notice of Claim.** JBHT shall give TSP notice of any claim or suit coming within the purview of the foregoing indemnity. TSP will assume the defense of any claim, demand or action against an Indemnitee and will, upon the request of the Indemnitee, allow the Indemnitee to participate in the defense thereof, such participation to be at the expense of the Indemnitee. Termination of this OCA shall not affect the continuing obligations of TSP hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnity and which shall have occurred prior to such termination.

11. **Compliance With Laws.** With respect to the transportation services provided herein, TSP shall comply, and cause its independent contractors, subcontractors, or owner operators to comply, with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to all rules and regulations promulgated by the DOT and all other Federal and state agencies and departments having jurisdiction over the transportation services to be performed. TSP shall defend, indemnify, and hold JBHT and its Customers harmless from and against any and all fines, penalties, judgments, liabilities, expenses and costs of any nature whatsoever arising or resulting from TSP's or its independent contractors, subcontractors, or owner operators' failure to comply with all such laws, rules, regulations and ordinances

12. **Force Majeure.** Non-performance caused by acts of God or government, fire, riots, wars, strikes, labor disturbances, major snow storms, natural catastrophes, or other circumstances beyond the control of the Parties shall be excused so long as the hindrance to performance exists. TSP will notify JBHT immediately upon incurring any Force Majeure condition which prevents their performance under this OCA.

13. **Notices.** Any notice required by this OCA shall be in writing and sent via certified mail, return receipt requested or by overnight courier to:

TSP:

Attn: _____

JBHT:

J.B. Hunt Transport, Inc.
615 J.B. Hunt Corporate Dr.
P.O. Box 130
Lowell, AR 72745

Attn: Director of Litigation

14. **Term/Termination.** The term of this OCA shall begin on the last date it is executed by either of the parties or the acceptance of TSP of any Tender from JBHT pursuant to this OCA, whichever occurs first, and shall continue for a term of one year. The OCA shall be renewed automatically from year to year thereafter. Provided, however, that either party may terminate this OCA at any time during the initial term or any renewal term by giving the other party no less than thirty (30) days prior written notice. Termination of this OCA shall also constitute termination of any Amendment hereto. The obligations reflected in paragraphs 4.2, 6, 8, 9, 10 and 13 shall survive the termination of this OCA.
15. **Choice of Law and Forum/Savings Clause.** This OCA and any addenda and any conflict arising thereunder shall be subject to all applicable United States federal law and the laws of the State of Arkansas, without regard to its conflict of law rules. The parties agree that for all claims personal jurisdiction and venue shall be in the State of Arkansas and TSP agrees to waive any and all objections thereto. If any part of this OCA is deemed to be in violation of any law, such part shall be severed from this OCA and the remaining provisions of the OCA shall continue in full force and effect.

This OCA is executed this _____ day of _____, 200____. By doing so, each signatory represents that it has been or is specifically authorized to execute contracts on behalf of the entity they represent.

TSP:

By: _____

Printed Name: _____

Title: _____

Date: _____

JBHT:

J.B. Hunt Transport, Inc.

By: Shelley Simpson

Printed Name: Shelley Simpson

Title: President ICS Division & Sr. V.P. of Economic Analysis

Date: 8/21/08

ATTACHMENT A TO OCA

J.B. HUNT CARGO CLAIMS AND ACCIDENT REPORTING PROCEDURES

I. ACCIDENTS

All accidents/events, meeting the criteria outlined below, should be reported to J.B. Hunt's safety/claims department (1-800-723-9029). The phones are staffed 24 hours per day 365 days per year. All reportable accidents/events should be reported to the safety/claims office within 2 hours of the occurrence. The only exception to that requirement is an accident/event that results in a fatality and that should be reported immediately.

- Any accident/event that could potentially result in cargo damage
- Any accident/event that results in a fatality
- Any accident/event that results in a serious injury (defined as any life altering or life threatening injury). Examples of these would include but not necessarily be limited to amputations, loss of bodily functions, loss of eyesight, etc
- Any accident/event expected to result in losses totaling more than \$50,000
- Any accident/event involving J.B. Hunt equipment (i.e. trailers or containers)
- Any accident/event involving J.B. Hunt employees. (i.e. spotters)

II. CARGO CLAIMS

Loss and Damage

Cargo claims, whether they are caused by shortage or damage, are an expense that can be reduced with your assistance. Call JBHT Cargo Claims (OS&D Dept.) from the shipping or receiving dock, or anywhere in transit, when you have cargo damage, overage, shortage, or other discrepancy. JBHT Cargo (OS&D) can be reached at **800-723-7106** 24 hours per day, 7 days per week, 365 days per year.

Each load has its own JBHT load number, which is to be shown on all paperwork. It is to be placed in the top right hand corner of the Bill of Lading, or as close as possible to the top right hand corner.

In the event that the receiver refuses to accept a load for delivery or any portion of a load, TSP agrees to cooperate with JBHT in investigating and resolving the delivery of the load at issue, including, but not limited to, waiting at the receiver or other designated location until an adjuster arrives to inspect the load, the receiver is persuaded to accept the load, and/or the shipper provides other directions regarding the disposition of the load. TSP agrees to comply with any reasonable requests of JBHT, the shipper or receiver regarding the disposition of the load, including delivery of the load to another specified location. If TSP fails to cooperate, TSP shall be liable to JBHT for any additional costs or expenses incurred by JBHT in the investigation and resolution of the load at issue, including, but not limited to costs and expenses associated with employing the services of another carrier to complete delivery and disposition of the load. TSP agrees that JBHT shall be entitled to withhold and offset any such amounts against any amounts owed by JBHT to TSP.

When to Call

1. *Anytime there is an exception at the time of delivery; overage, shortage, damage, or simply seal exception.*
2. If a shipper refuses to seal the load, or place the seal number on the paperwork.
3. Anytime during transit, while doing your regular equipment checks, if you notice a seal has been broken, or compromised.
4. When picking up a unit at a rail yard, call in if you see a different seal number than what is on the bills, or if you see any trailer damage. PLEASE MAKE SURE that you note these exceptions on the rail outgate report, as well as reporting to the rail police.
5. When picking up a unit at drop yard, call in if seal is different than what is on the BOL, or if seal is missing.
6. Anytime there is any kind of mishap during transit that could affect cargo, such as an accident or incident.

Calling In

What will you need when you call in to OS&D?

1. JBHT Load number.
2. Bill of Lading number.
3. Shipper and receiver.
4. Seal number record and name of person signing for the seal.
5. Number of pieces short, damaged, or over, and the item number for each product.
6. Was damaged cargo refused or received? Is this noted on the Bill of Lading?
7. Carrier load number, or PRO number.
8. Carrier equipment number.
9. Carrier driver name and code.

If the cargo to be loaded is in poor condition or the count is wrong, tell the shipper. If a disagreement occurs, call JBHT Cargo/OS&D before loading or signing for the load. *One important item to note is that these loads are being booked with JBHT

Transport. As such, the Bill of Lading MAY list JBHT as the carrier, but that is incorrect. The carrier picking up the load should ensure that the proper carrier name and/or SCAC are listed on all BOL copies.

Steps to Take to Avoid Cargo Claims

1. Shipper Load and Driver Count (SLDC)

Check condition and count. It will take longer to ensure an accurate count, but take your time! Have the shipper seal the load and note the correct seal number on all copies of the Bill of Lading.

2. Shipper Load and Count (SLC)

Be sure bills of lading show correct seal number and Shipper's responsibility by the statement "Shipper's Load and Count, or SLC".

3. Driver Loads and Counts (DLC)

Driver responsible for the cargo count, as well as ensuring proper loading, blocking, and bracing of the load for transit.

4. Driver Unload (DU)

Always break seal in presence of receiver and have him/her sign "Seal # _____ intact" on BOL.

5. Receiver Unload/Driver Assist (RUDA)

If any damages, shortages, or overages are noted, call OSD at 800-723-7106 immediately before leaving the receiver.

6. Receiver Unload (RU)

When dropping a trailer, have the receiver, or receiver's agent, sign "Seal # _____ Intact" on the BOL. If a Live unload, and any damages, shortages, or overages occur, call OSD immediately before leaving the receiver.

If a load shifts during transit and has to be corrected, the TSP in possession of the load at the time the load shift is discovered is responsible for any fees to get the load corrected. The Claims OS&D group can help the TSP find a vendor to help with this, but the TSP will be billed, not JBHT. The same will be true for instances of correcting overweight trailers, or transloading freight because of equipment problems.

III. CARGO SECURITY

Steps to Avoid Theft

1. Know your route and do not change it without informing your supervisor.
2. Know the type and value of your cargo.
3. Always have a 24-hour emergency phone number on your person.
4. Arrange a communication schedule with your supervisor and follow it.
5. Check the load as it is loaded to make sure what type of cargo is loaded.
6. Lock your vehicle and trailer when you stop or in slow moving traffic. Freeway on and off-ramps are particularly dangerous.
7. Do not leave the tractor while it is running and do not leave keys in the tractor.
8. Only stop at designated rest areas where there are other trucks parked.
9. Avoid stopping at the same places every trip.
10. Avoid stopping to help motorists in trouble; call for assistance instead.
11. Do not talk about your cargo on the CB or to other drivers.
12. Never pick up hitchhikers.
13. Remember there is safety in movement and the most dangerous time is when you stop.
14. Do not leave the unit at the customer's dock without getting the bills signed.
15. Keep the unit number and license plate number of your vehicle on you at all times.
16. Always use common sense.
17. Always check seals at the shipper and the rail. Report broken or missing seals to the rail or shipper before leaving the yard. Then report the incident and replacement seal numbers to the Cargo/OSD Dept. at 800-723-7106.
18. Be aware of vehicles following you and strangers asking questions.
19. Be especially watchful immediately after picking up your load.

A loaded trailer should not be dropped anywhere other than a secure drop yard or rail facility without ensuring that security arrangements have been made.

IV. US/CANADA or US/MEXICO BORDER CROSSINGS

The TSP in possession of a load when it crosses an international border is solely responsible for ensuring that they have proper paperwork and clearances to move the load across a border. Any penalties or fines imposed by Customs for failure to do this correctly are the responsibility of the TSP, and not JBHT.

Initials:
For TSP: _____

ATTACHMENT B TO OCA

EXTRA REQUIREMENTS FOR HAZARDOUS MATERIALS SHIPMENTS

For any shipment arranged by JBHT to be transported by TSP involving the transportation of hazardous materials, the parties agree the following provisions shall apply, in addition to provisions in the OCA to which this Appendix is attached:

1. TSP represents and warrants that it holds all Federal and/or state permits and registrations necessary to transport hazardous materials. TSP shall provide JBHT copies of all appropriate documents upon JBHT's request.
2. TSP shall immediately notify JBHT of (a) any revocation or suspension of its permits and registrations described in section 1, above, and of (b) any change in its USDOT safety rating.
3. TSP also represents and warrants all of its drivers shall be, at the time they transport any hazardous material shipment, (a) properly trained under Federal and state laws, including, as example, 49 CFR §§172.700 and 177.800, and (b) have the proper endorsements on their Commercial Driver's License to transport such shipments.
4. TSP shall comply with all Federal, state, and local laws regarding the transportation of hazardous materials, including, as example, 49 CFR Parts 172 and 397.
5. If TSP is tendered a shipment of hazardous materials it must maintain, at a minimum \$1 million (\$US) liability coverage under 49 CFR §387.9, TSP shall ensure that it procures and maintains, at its sole expense, public liability and property damage insurance from a reputable and financially responsible insurance company insuring TSP for at least \$1 million (\$US) per occurrence. Such insurance shall name TSP and JBHT as insureds for any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous substance and/or hazardous material, arising out of or in any way related to TSP's transportation operation. As evidence of this coverage, TSP shall provide JBHT a copy of the proper hazardous materials endorsement evidencing such coverage.

Initials:
For TSP: _____