

S&H Hauling Pay Procedure

- All tickets must be turned in weekly on Monday before 12:00pm. Tickets turned in later than noon on Monday may result in your check being held for payment.
 - All tickets turned in by 12:00pm on Monday will be paid that Friday.
 - Two copies of all tickets must be turned in at all times.
 - All hourly tickets must be signed by Contractor in order to be paid.
 - All Miller Brothers Jobs require a Miller Brothers ticket for tonnage and hourly work.
 - All Shelly Company hourly jobs require a Shelly Ticket.
 - All up to date information and Broker Agreement must be completed for payment to be released.
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INDEPENDENT CARRIER AGREEMENT

This Independent Carrier Agreement, made and entered into between S & H Hauling, LLC, an Ohio Limited Liability Company, with offices located at 3793 Silica Rd., Sylvania, Lucas County, Ohio, 43560, (hereinafter referred to as "S & H") and _____,

_____, whose address is _____,

_____, an independent carrier, (hereinafter referred to as "Independent Carrier" or "Broker") mutually covenant and agree by and between themselves and to each other as follows:

1. EMPLOYMENT. S & H shall retain and employ the Independent Carrier and the Independent Carrier shall serve S & H upon the terms and conditions hereinafter set forth.

2. TERM. This Independent Carrier Agreement shall become effective immediately upon the execution hereof, on the date and year set forth herein, and shall remain in effect for a period of one (1) year, unless terminated by S & H as provided in Item 11 herein. This Agreement shall automatically renew and shall be effective from year to year unless terminated by S & H as provided in Item 11 herein.

3. PAYMENT FOR SERVICES. Independent Carrier shall be paid by one of the methods identified in this paragraph:

- a. On a per ton basis; or
- b. On a per hour basis (either regular or rough service).

THE RATE THAT IS APPLICABLE SHALL BE ESTABLISHED BY S & H IN ITS SOLE DISCRETION AS THE JOB REQUIREMENTS DICTATE. Independent Carrier shall not be paid at a rate different than the rate established for each job unless S & H agrees to change same in a writing signed by its authorized representative and by Independent Carrier.

4. RELATIONSHIP BETWEEN THE PARTIES. The parties to this Agreement acknowledge and agree that their relationship shall be that of Employer and Independent Contractor. Independent Carrier is retained and employed by S & H only for the purpose(s) and to the extent set forth in this Agreement. Independent Carrier shall provide its/his/her own equipment and DOT hauling authority and shall set his or her own hours of employment as required by each specific job. Independent Carrier shall be responsible for the mode and manner of performing the work required under this Agreement as required by each specific job. S & H shall identify the specific job and any rules and regulations promulgated by the Owner and/or general contractor that Independent Carrier must follow. S & H shall not otherwise exercise direct control in any manner over the mode or manner in which Independent Carrier performs the work required under this Agreement.

INDEPENDENT CARRIER SHALL USE A FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER FOR ALL TAX REPORTING PURPOSES ARISING UNDER THIS AGREEMENT. Independent Carrier shall be responsible for the day-

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

INDEPENDENT CARRIER AGREEMENT

This Independent Carrier Agreement, made and entered into between S & H Hauling, LLC, an Ohio Limited Liability Company, with offices located at 3793 Silica Rd., Sylvania, Lucas County, Ohio, 43560, (hereinafter referred to as "S & H") and _____,

_____, whose address is _____

_____, an independent carrier, (hereinafter referred to as "Independent Carrier" or "Broker") mutually covenant and agree by and between themselves and to each other as follows:

1. EMPLOYMENT. S & H shall retain and employ the Independent Carrier and the Independent Carrier shall serve S & H upon the terms and conditions hereinafter set forth.

2. TERM. This Independent Carrier Agreement shall become effective immediately upon the execution hereof, on the date and year set forth herein, and shall remain in effect for a period of one (1) year, unless terminated by S & H as provided in Item 11 herein. This Agreement shall automatically renew and shall be effective from year to year unless terminated by S & H as provided in Item 11 herein.

3. PAYMENT FOR SERVICES. Independent Carrier shall be paid by one of the methods identified in this paragraph:

- a. On a per ton basis; or
- b. On a per hour basis (either regular or rough service).

THE RATE THAT IS APPLICABLE SHALL BE ESTABLISHED BY S & H IN ITS SOLE DISCRETION AS THE JOB REQUIREMENTS DICTATE. Independent Carrier shall not be paid at a rate different than the rate established for each job unless S & H agrees to change same in a writing signed by its authorized representative and by Independent Carrier.

S & H will pay Independent Carrier Friday of each week so long as: (a) billings are submitted to S & H no later than 2:00 p.m. Tuesday of the same week and (b) so long as billings meet S & H billing requirements for each job.

4. RELATIONSHIP BETWEEN THE PARTIES. The parties to this Agreement acknowledge and agree that their relationship shall be that of Employer and Independent Contractor. Independent Carrier is retained and employed by S & H only for the purpose(s) and to the extent set forth in this Agreement. Independent Carrier shall provide its/his/her own equipment and DOT hauling authority and shall set his or her own hours of employment as required by each specific job. Independent Carrier shall be responsible for the mode and manner of performing the work required under this Agreement as required by each specific job. S & H shall identify the specific job and any rules and regulations promulgated by the Owner and/or general contractor that Independent Carrier must follow. S & H shall not otherwise exercise direct control in any manner over the mode or manner in which Independent Carrier performs the work required under this Agreement.

INDEPENDENT CARRIER SHALL USE A FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER FOR ALL TAX REPORTING PURPOSES ARISING UNDER THIS AGREEMENT. Independent Carrier shall be responsible for the day-

to-day control of the means of performing services required under this Independent Carrier Agreement and shall be solely responsible for the payment of Social Security, Withholding, and all other city, state, federal and local taxes imposed by reason of Independent Carrier's services in accordance with this Independent Carrier Agreement as well as any other taxes and assessments that may be required.

5. INDEPENDENT CARRIER'S OBLIGATIONS.

A. During the existence of this Independent Carrier Agreement, Independent Carrier shall perform transport services at the rates provided herein. Independent Carrier shall perform any and all services necessary or incidental to the performance of the contract between S & H and its customer, or as the contract may, from time to time, be altered, changed, or modified.

B. Independent Carrier shall provide and legally operate any and all vehicles and equipment necessary to perform its duties and obligations under the terms of this Independent Carrier Agreement. Independent Carrier shall maintain his or her vehicles and equipment in good repair and will immediately take whatever action is necessary, including periodic safety inspections, to insure that the vehicles and equipment meet the requirements of the state of operation, Ohio, Michigan or otherwise, as well as the requirements imposed by the United States Department of Transportation regarding proper and safe operation. Independent Carrier warrants that his or her vehicles and equipment are in good repair and comply with all safety requirements of the state of operation and the United States Department of Transportation.

C. Independent Carrier's vehicle and equipment shall be properly licensed and retain all federal and state licenses. Independent Carrier shall comply with all federal and state requirements and regulations at Independent Carrier's sole expense, including, without limitation, DOT drug and alcohol testing rules, regulations and requirements and full compliance with all DOT record keeping and record retention requirements. Said DOT records shall be maintained by Independent Carrier at Independent Carrier's regular place of business and shall be made available for review and inspection when requested.

D. Independent Carrier also warrants that it/he/she has the necessary hauling authority, properly issued by all necessary transportation departments from the appropriate state of operation, as well as from the United States Department of Transportation. Any lapse or termination of proper hauling authority shall be grounds for termination of this Agreement as set forth in Item 11 herein.

E. Independent Carrier shall be solely responsible for and shall pay all expenses incurred in the acceptance and performance of the assumed obligations under this Independent Carrier Agreement, as well as the services listed herein. In connection therewith, the Independent Carrier shall, in the sound and prudent exercise of his or her independent, sole and exclusive judgment, and subject only to such actual restrictions hereafter specified, perform the following:

i. Hire, pay, supervise and control whatever labor he or she deems necessary for the performance of the services provided herein, including a fully-trained driver or drivers, provided that S & H is given sufficient evidence to show that each driver has the appropriate licensing and experience to operate Independent Carrier's equipment;

ii. Maintain whatever records Independent Carrier desires, in addition to those required by law, government or rules, regulations or orders, or that may be from time to time required and over which S & H has no control;

iii. Select whatever legal route or routes are to be taken in performing Independent Carrier's contractual obligations, unless the job mandates a specific haul route as set by the Owner or General Contractor/Project Manager;

iv. Garage, store, maintain and repair Independent Carrier's vehicles and equipment, and purchase fuel and oil at places at Independent Carrier's own choosing;

v. Determine the hours that Independent Carrier will work per day within the limitations imposed by law and what days the Independent Carrier will work;

vi. At any time whatsoever, Independent Carrier may reject any requested assignments at Independent Carrier's sole and absolute discretion;

vii. Independent Carrier assumes sole and exclusive responsibility for compliance with all economic, operational, safety, insurance and any other requirements imposed by federal, state, county, municipal or other law or regulatory body, relating to operations under this Independent Carrier Agreement. The Independent Carrier agrees to reimburse any and all costs incurred by S & H, including but not limited to the amounts of fines or penalties and costs of counsel, arising from any assertion or finding of lack of compliance with the laws and/or regulations described herein in respect to the operations provided under the terms of this Independent Carrier Agreement. Independent Carrier agrees that S & H may deduct any amounts due it hereunder from any monies otherwise owed to Independent Carrier, in full or partial payment of its obligation to reimburse S & H its costs as defined herein.

viii. Independent Carrier shall pay all costs of operation of his vehicle(s) and equipment, including resident vehicle license, insurance, property taxes, fuel, oil, repairs and tolls and all other costs incident to ownership and operation of the vehicle(s) and equipment, and Independent Carrier shall pay all license, permit, and other fees and costs associated with the operation and ownership of the vehicle(s) and equipment.

6. WORKERS' COMPENSATION, LIABILITY and AUTO INSURANCE COVERAGE. Independent Carrier shall maintain at Independent Carrier's sole expense, liability and auto insurance in such form(s) and amount(s) as S & H may require, but in no event less than the minimum amounts of insurance coverage hereinafter set forth.

Independent Carrier shall also maintain, as required and at Independent Carrier's sole expense, workers' compensation coverage, either through a state funded program or as a self-insured employer. If Independent Carrier maintains workers' compensation coverage as a self-insured employer, Independent Carrier shall have Employer Liability Coverage, Stop-Gap Coverage or Endorsement, with liability limits of at least One Million and 00/100 Dollars (\$1,000,000.00). If Independent Carrier is a sole proprietor or otherwise has no employees, subcontractors or helpers, Independent Carrier shall sign an affidavit confirming same and declaring that Independent Carrier is exempt from workers compensation coverage and shall complete all forms required by S & H confirming same. Independent Carrier shall, if Independent Carrier is a sole proprietor, obtain certification from the applicable state workers' compensation system confirming that Independent Carrier is exempt from workers' compensation coverage.

Independent Carrier shall furnish to S & H a certificate from any and all insurance carriers or state funded workers compensation agencies showing the date(s) of expiration of any and all policies or coverages, limits of liability there under and providing that the insurance will not be canceled or changed until and unless at least thirty (30) days prior written notice to S & H and then only cancel or changed with written consent of S & H.

THE INDEPENDENT CARRIER SHALL NAME S & H AS ADDITIONAL INSURED ON ANY AND ALL POLICIES OF INSURANCE PROVIDED HEREUNDER.

In the event Independent Carrier shall fail to furnish and maintain such insurance coverage provided for hereunder, or in the event Independent Carrier shall fail to complete the necessary documents or provide the required certificates confirming coverage compliance, S & H shall have the right to investigate same. Independent Carrier shall pay the cost of any investigation and shall furnish all necessary information to confirm insurance coverage.

S & H shall have the right to withhold payment until such time as Independent Carrier maintains effective insurance coverage as provided for herein.

The Independent Carrier shall carry and maintain at least the following types of insurance coverage:

- A. Workers' Compensation, including Employer's Liability, Stop- Gap Coverage, with limits of at least One Million and 00/100 Dollars (\$1,000,000.00);
- B. Comprehensive general liability insurance, with limits of at least One Million and 00/100 Dollars (\$1,000,000.00);
- C. Comprehensive general auto liability, including underinsured and uninsured motorist coverage, with limits of at least Two Million and 00/100 Dollars (\$2,000,000.00).

UNDER NO CIRCUMSTANCES SHALL INDEPENDENT CARRIER BE DEEMED AN INSURED UNDER ANY POLICY OF INSURANCE COVERING S & H MATERIAL COMPANY, ITS EMPLOYEES OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, UNINSURED AND/OR UNDERINSURED MOTORIST COVERAGE.

7. INDEMNIFICATION. Independent Carrier hereby assumes the entire responsibility and liability in and for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property, resulting from the execution of work provided for in this contract or occurring in connection therewith.

Independent Carrier further agrees to indemnify and save harmless S & H, its agents, servants, employees and representatives from and against any and all loss, expense, including attorney fees, damage or injury growing out of or resulting from or recurring in connection with the execution of the work herein provided for or occurring in connection with or resulting from the use by the Independent Carrier, his agents or employees, or any materials or equipment used in connection with the performance of Independent Carrier's duties arising hereunder.

In the event any such loss, expense, damage or injury, or if any claim or demand for such damages is made against S & H, its agents, servants, employees or representatives, S & H may withhold from Independent Carrier any payment due, or hereafter become due, under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it from any and all such claims, expenses, including attorney fees, loss, damage or injury, or S & H, in its discretion, may require the Independent Carrier to furnish a surety bond satisfactory to S & H guaranteeing such protection, which bond shall be furnished by the Independent Carrier within five (5) days after written demand has been made.

8. TERMINATION. This Agreement may be terminated for any reason by S & H by giving Independent Carrier thirty (30) days written notice at the party's principal place of business.

In the event Independent Carrier sells his or her equipment, or in the event Independent Carrier lets his or her insurance coverage lapse for any reason or the insurance coverage is terminated for any reason, this Agreement shall terminate automatically, without notice to Independent Carrier, effective on the date of sale of equipment, date of lapse of insurance coverage or date of termination of insurance coverage.

9. ASSIGNABILITY. No assignment of this Contract shall be made by either party without written consent of the other.

10. SOLE AND EXCLUSIVE AGREEMENT. This Independent Carrier Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto and contains all the covenants and agreements between the parties with respect to their rights, duties and obligations towards each other. Each party to this Independent Carrier Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Independent Carrier Agreement shall be valid or binding. Any modification of this Contract would be effective only if in writing and signed by each party.

11. SEVERABILITY. If any provision in this Independent Carrier Agreement is held to be invalid, void or unenforceable by a Court of competent jurisdiction, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12. CHOICE OF LAW. This Independent Carrier Agreement shall be governed by and construed in accordance with the laws of the state of Ohio.

13. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this _____ day of _____, 2015.

INDEPENDENT CARRIER

S & H INDUSTRIES, INC.

BY: _____

BY: _____

TITLE: _____

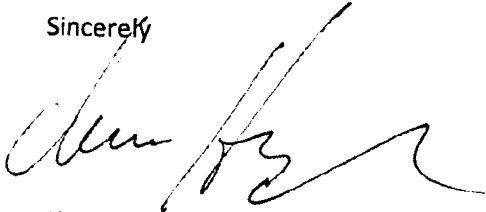
TITLE: _____

For your knowledge the amendment to broker agreement came about as we noticed the discrepancy of the 2,000,000 automotive coverage. Our intention was \$1,000,000 and was an oversight in the actual agreement so we wanted to get this straight in our broker agreement.

Please sign the amendment and mail or hand deliver back to us as soon as possible

We are thankful for the work that each of you perform daily on behalf of S & H Hauling and look forward to much more

Sincerely

A handwritten signature in black ink, appearing to read "Chris Hoye", written in a cursive style.

Chris Hoye

INDEPENDENT CARRIER AGREEMENT

AMENDMENT 01

AMENDMENT 01

In the contract between S and H Hauling and the independent carriers Section 6 subsection c it is stated that automotive liability insurance coverage shall be set with limits of at least Two million and 00/100 dollars (\$2,000,000).

The amendment will state going forward as of August 1, 2015, that the automotive liability insurance coverage shall be set with limits of at least One million and 00/100 dollars (\$1,000,000).

Other than section 6 subsection c amendment all other sections and subsections of this agreement will remain as is.

BY _____

PRINTED NAME _____

TITLE _____

DATE _____

BY _____

PRINTED NAME _____

TITLE _____

DATE _____



3793 Silica Rd
Sylvania, OH 43560
Phone: 419-841-1731
Fax: 419-843-7939

August, 9, 2015

This agreement is written to define the responsibility of the dump truck owner to the state of Ohio in regards to filing certified payroll for work performed on sight for various highway projects

When S & H hauling schedules you for a prevailing wage project we will invoice the customer a prevailing wage escalator and pay the trucking company the full amount of the escalator. It is then the sole responsibility of the truck owner to file the appropriate paperwork for certified payroll with State of Ohio and follow all guidelines for wages set by the State of ohio.

S & H Hauling will notify you at the time of scheduling that the job is prevailing wage.

Please sign and return to our office as soon as possible. Your immediate attention to this greatly appreciated

Signature _____

Print name _____

Title _____

Date _____

Regards

A handwritten signature in black ink, appearing to read 'Chris Hoye', is written over a horizontal line. The signature is stylized and cursive.

Chris Hoye

BROKER CONTACT INFORMATION

Company Name	
Address	
Contact Person	
Office Number	
Mobile Number	
Home Number	
Fax Number	
Email Address	