



LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

BROKER - CARRIER AGREEMENT

This Agreement ("Agreement") is entered into this ____ day of _____, 20____, by and between LOAD DELIVERED LOGISTICS, LLC ("BROKER"), 750 N. Orleans St., Suite 100, Chicago, Illinois 60654, a Registered Property Broker, Lic. No. MC-_____, and _____, a Registered Motor Carrier, Permit/Certificate No. DOT _____ ("CARRIER"), _____ [address]; collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.).

RECITALS

WHEREAS, BROKER and CARRIER mutually desire to agree to enter into a continuing agreement for the transportation and service of regulated property as permitted by 49 USC 12101(b) and for the transportation and service of non-regulated property subject to the terms and conditions contained herein.

WHEREAS, CARRIER'S services under this Agreement are specifically designed to meet the distinct needs of the BROKER under the specified rates and conditions set forth herein and in the Load Confirmation Sheet(s).

AGREEMENT

Now, therefore, in consideration of the mutual promises contained herein BROKER and CARRIER agree as follows:

1. **RECITALS.** The Recitals set forth above are incorporated into and made part of this Agreement.
2. **EFFECTIVE DATE AND TERM.** This Agreement shall be effective on the date first written above (the "Effective Date") and shall remain in effect for a period of one year from such date. This Agreement shall automatically renew from year to year thereafter, subject to the right of either party to terminate this Agreement at an time upon (30) days advance written notice to the other party. In the event of termination of this Agreement, the Parties shall complete performance of any work in progress in accordance with the terms of this Agreement.
3. **CARRIER REPRESENTS AND WARRANTS THAT:**
 - A. CARRIER is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers, consignors, consignees, brokers and/or property transportation brokers of general commodities.

- B. CARRIER shall transport the property, under its own operating authority and subject to the terms of this Agreement.
- C. CARRIER is duly and legally qualified to provide the transportation services contemplated herein, and CARRIER agrees to comply with ALL federal, state, and local laws regarding the provision of such services.
- D. CARRIER makes the representations and warranties herein for the purpose of inducing BROKER to enter into this Agreement.
- E. CARRIER agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- F. **CARRIER shall not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph 6.A, CARRIER shall be liable for consequential damages for violation of this provision.**
- G. CARRIER:
 - i. is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation.
 - ii. CARRIER is solely responsible for any and all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supercede any service requests, demands, preferences, instructions, information from BROKER or BROKER's customer(s) with respect to any shipment at any time.
- H. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- I. CARRIER does not have an "Unsatisfactory" or "Conditional" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".

- J. CARRIER authorizes BROKER to include CARRIER's freight charges in the invoice(s) BROKER will send to shipper, consignee, or third parties responsible for payment to BROKER.
- K. CARRIER has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- L. CARRIER has full power and authority to enter into this Agreement and perform its obligations hereunder, without breaching any applicable law or regulation or any agreement binding on CARRIER. This Agreement, when executed by CARRIER, shall be a legally binding obligation of CARRIER, enforceable in accordance with its terms.

4. SHIPMENTS, BILLING; RATES; CARGO CLAIMS:

- A. *SHIPMENTS*: BROKER shall offer CARRIER at least one (1) load/shipment annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments in excess of the amount specified in Paragraph 5C(vii) below, of which BROKER has been timely notified.
- B. *BILLING*: BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its CARRIER'S charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S Load Confirmation sheet(s) incorporated herein as an Exhibit by this reference. CARRIER shall make a best effort to invoice BROKER within ten (10) days of a shipment's delivery.
- C. *RATES*: Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference. Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties. Any and all accessorial charges must be approved by a BROKER Representative within 24 hours of the occurrence (i.e. lumper, detention, etc.). In no event shall BROKER be liable for any transportation charges for which BROKER did not have the primary responsibility for payment under the circumstances surrounding the involved shipment.
- D. *PAYMENT*: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within thirty (30) days of receipt of the bill of lading, proof of delivery, clear delivery receipt and/or any other necessary billing documents enabling BROKER to ascertain the service has been provided at the agreed upon rate, and provided that CARRIER is not in default under the terms of this Agreement. CARRIER agrees that it shall look solely to BROKER 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 BROKER. Any exception(s) noted on the bill of lading may delay payment to CARRIER while BROKER awaits information from BROKER's

shipper customer(s) and from CARRIER as to the nature of the exception(s), in order to determine the proper action to take. CARRIER hereby waives and releases any and all liens which CARRIER might otherwise have upon any shipment or cargo agreed to be transported by CARRIER under this Agreement, which CARRIER might otherwise have. CARRIER shall not withhold any shipment or cargo transported by CARRIER under this Agreement on account of any alleged failure of BROKER to pay any charges to CARRIER under this Agreement or on account of any dispute as to the charges alleged by CARRIER to be owed it by BROKER under this Agreement. If CARRIER holds any shipment or cargo hostage for payment of or increase in charges to be paid to CARRIER under this Agreement, CARRIER agrees to pay a fine of \$1,000.00 per day to BROKER and agrees to pay BROKER for any attorneys' fees incurred by BROKER, BROKER's shipper customer(s) or the consignee(s) to recover the shipment or cargo. In the event CARRIER files any bankruptcy proceeding or has any bankruptcy proceeding filed against it, BROKER, BROKER's shipper customer(s), the consignor(s) and/or the consignee(s) shall be entitled to immediately enter upon any owned or leased property of CARRIER, including a trailer, where the shipment or cargo belonging to BROKER's shipper customer(s), the consignor(s) or the consignee(s) may be found, and shall be entitled to take possession of such shipment or cargo.

- E. **BOND:** BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$100,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
- F. **AUTHORITY:** BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- G. **BROKER ONLY:** BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.
- H. **CARGO CLAIM:** BROKER shall submit written notice to CARRIER of any cargo claim, including loss or expenses resulting from CARRIER's delay in providing service, within twelve months of the date of delivery of the shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be covered by 49 C.F.R §370 *et seq.*

5. **CARRIER RESPONSIBILITIES:**

- A. **EQUIPMENT; PERSONNEL:** CARRIER shall provide the necessary clean and not contaminated equipment ("Equipment") and qualified personnel for completion of the transportation services required for BROKER and/or BROKER'S customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 *et. seq.* CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing. At its sole cost and expense, CARRIER shall: (a) furnish all Equipment necessary or required for the performance of its obligations hereunder; (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel.
- B. **BILLS OF LADING:** CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is

loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. *LOSS & DAMAGE CLAIMS:*

- i. CARRIER shall comply with 49 C.F.R. §370.1 *et seq.* and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.
- ii. CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706.
- iii. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.
- iv. CARRIER's indemnification liability for freight loss and damage claims under this Agreement shall include attorneys' fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under this Agreement.
- v. Except as otherwise provided in this Agreement, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- vi. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within thirty (30) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this thirty (30) day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- vii. CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Paragraph 5.C.ii above, shall not exceed \$100,000 unless CARRIER is notified by BROKER or Shipper of the increased value prior to shipment pick up.

D. *WAIVER AND/OR RELEASE OF CARRIER'S LIEN:* CARRIER shall not withhold any goods of a BROKER's customer on account of any dispute as to price or payment terms, and CARRIER hereby releases all liens that the CARRIER might otherwise have to any goods of any BROKER customer in the possession, custody or control of CARRIER.

E. *INSURANCE:* CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed and which names BROKER as an additional insured or certificate holder, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; and workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible

in any insurance policy. CARRIER shall take such action as is necessary to have BROKER named as an additional insured in such insurance policies.

- F. *ASSIGNMENT OF RIGHTS*: CARRIER automatically assigns to BROKER all CARRIER's rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.
- G. *PAYMENTS/WITHHOLDING BY CARRIER*: CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

6. INDEMNIFICATION:

- A. CARRIER shall defend, indemnify and hold BROKER, its customer(s), its customer(s) and their employees, officers, directors, managers and agents, and BROKER's employees, officers, directors, managers, agents, parents, subsidiaries, affiliates, predecessors, successors and assigns ("BROKER Indemnified Parties"), 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 the BROKER Indemnified Parties 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 arising out of or in connection with the transportation of property under this Agreement by CARRIER or the personnel, contractors, subcontractors or any other agent of CARRIER. CARRIER's obligation to defend, indemnify and hold the BROKER Indemnified Parties 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 CARRIER or the contractors, subcontractors or other agents of CARRIER under applicable worker's compensation acts, disability benefit acts or other employee benefit acts, and CARRIER 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.
- B. BROKER shall defend, indemnify and hold harmless from all fines, costs, penalties, and claims if every kind including attorney's fees, cost of suit, settlements, judgments, and all other expenses to which CARRIER 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 omissions of BROKER.
- C. If BROKER's shipper customer or other party delivers to CARRIER (or its driver) any payment for freight charges of BROKER and/or CARRIER, CARRIER agrees to promptly deliver such payment to BROKER.
- D. The Indemnification Obligations herein shall survive the termination or expiration of this Agreement.

7. MISCELLANEOUS:

- A. *INDEPENDENT CONTRACTOR*: The Parties expressly acknowledge and agree that the relationship between BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, 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 or employer/employee relationship between the

Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as all vehicles and equipment used to perform its transportation services hereunder. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER. By this Agreement CARRIER and BROKER do not intend to provide for division of profits between CARRIER and BROKER, to create any joint venture between CARRIER and BROKER, or to otherwise create a de facto or de jure joint enterprise or partnership between CARRIER and BROKER and any shipper.

- B. *SEAL ON TRAILER; NO ADDITIONAL CARGO WITHOUT PERMISSION*: CARRIER agrees that neither it nor its driver, other employee, owner operator or agent shall break any seal on any trailer, add any additional cargo or combine the cargo of BROKER's shipper customer with the cargo of any other shipper unless written permission has been given by BROKER to CARRIER to do so, regardless of the weight or the volume of the cargo. If the shipper, the consignor or agent of the shipper or the consignor loads and seals a trailer tendered without a representative of CARRIER inspecting and counting the cargo during the loading process, CARRIER shall not be liable for shortage, upon delivery of the trailer with the seal intact. CARRIER shall be similarly not liable for shortage, upon delivery if a seal was broker only at the direction and under the supervision of a United States governmental authority agent, and CARRIER applies another seal to the trailer under the observation of the governmental authority agent and notes the new seal number on the bill of lading.
- C. *NON-EXCLUSIVE AGREEMENT*: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- D. *WAIVER OF PROVISIONS*: Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
- E. *AGREEMENT ENTERED INTO PURSUANT TO 49 U.S. CODE SECTION 14101 (b); WAIVER PURSUANT TO 49 U.S. CODE SECTION 14101(b)*: To the extent this Agreement is applicable to U.S. DOT regulated interstate or foreign commerce shipments, CARRIER and BROKER agree that this Agreement is entered into pursuant to 49 U.S. Code Section 14101(b) for the purpose of providing and receiving specified services under specified rates and conditions. CARRIER, in connection with any U.S. DOT regulated interstate or foreign commerce transportation services to be provided by CARRIER under this Agreement, expressly waives pursuant to 49 U.S. Code Section 14101(b) any and all rights and remedies under Part B, Subtitle IV, Title 49, U.S. Code which are inconsistent with or conflict with any provision of this Agreement.
- F. *DISPUTES*: In the event of a dispute arising out of this Agreement during the Term or following the termination or expiration of this Agreement, including but not limited to Federal or State statutory claims, the Party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA) by a single arbitrator. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA. The decision of the arbitrator shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of arbitrator shall not be fully explained in a written opinion. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorneys' fees as well as those incurred in any action for injunctive relief, or in the event

further legal action is taken to enforce the award of arbitrator. The exclusive venue for such arbitration proceedings shall be conducted at the office of the AAA nearest Chicago, Illinois or such other place as mutually agreed upon in writing; provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Illinois shall be controlling notwithstanding applicable conflicts of laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

Subject to the time limitation set forth in Paragraph 7.F above, for disputes where the amount in controversy is less than \$50,000 or is in excess of \$250,000 (exclusive of anticipated attorneys' fees and costs), CARRIER shall have the right, but not the obligation, to select litigation in order to resolve any disputes arising hereunder. The exclusive venue for such litigation shall be the state or federal courts located in Cook County, Illinois. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and reasonable attorneys' fees, including but not limited to any incurred on appeals.

G. *NO BACK SOLICITATION:*

- i. Unless otherwise agreed in writing, CARRIER shall not directly or indirectly solicit freight shipments (or accept shipments) for a period of twelve (12) month(s) following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
- ii. In the event of breach of this provision, BROKER shall be entitled, for a period of twelve (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of twenty-five percent (25%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

H. *CONFIDENTIALITY:*

- i. In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- ii. In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

I. *MODIFICATION OF AGREEMENT:* This Agreement and any exhibits attached hereto may only be modified and/or amended by a signed writing between the parties.

J. *NOTICES:*

- i. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.

- ii. The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
 - iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- K. *SEVERABILITY; SURVIVAL*: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive the termination or expiration of this Agreement.
- L. *ASSIGNMENT*. No assignment by CARRIER of its rights nor delegation by CARRIER of its obligations under this Agreement shall be permitted absent the prior written consent of BROKER.
- M. *COUNTERPARTS*: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- N. *FAX & ELECTRONIC MAIL CONSENT*: The Parties to this Agreement are authorized to fax and/or to email to each other at the numbers and email addresses shown herein (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- O. *FORCE MAJEURE*. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.
- P. *ENTIRE AGREEMENT*: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

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SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

LOAD DELIVERED LOGISTICS, LLC

(CARRIER)

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

750 North Orleans, Suite 100
Chicago, IL 60654

Company Address

Phone

Phone

Fax

Fax

Email

Email



LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Load Delivered Logistics, LLC. The following items are necessary to complete the approval process.

- Completely fill out our **Motor Carrier Agreement**, sign and fax back to 312.662.5902. The ~~8~~¹⁰-page agreement **MUST** be returned with the "CARRIER" signature included.
- Fax a copy of your **Contract Carrier Authority** to 312.662.5902.
- Have your insurance company add "**Load Delivered Logistics, LLC, 750 N. Orleans St, Suite 100, Chicago, IL 60654**" as a certificate holder on your policy.
- U.S.-based Carriers, please fax back your **FORM W-9** for taxpayer identification. Form W-9 is available at <http://www.irs.gov/pub/irs-pdf/w9.pdf>
- Canadian-based Carriers, please fax back your **FORM W-8BEN** for taxpayer identification. Form W-8 is available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- Other Information (if applicable)
 - ✓ Copy of your Hazardous Materials Registration
 - ✓ Canadian authorities your company holds
- To be approved as a carrier for **Load Delivered**, your DOT safety rating must be Satisfactory. If you show a **CONDITIONAL** safety rating, we will not move forward with this agreement.

Thank you. We look forward to working closely with you while building a strong working relationship and helping you to fill your capacity with high quality, profitable loads. Above all, we ask to you communicate with us where we can improve and share with us your satisfaction when we are able to demonstrate exceptional service and expertise.



LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

CARRIER PAYMENT OPTIONS:

Paid-In-Full

1. Speedy COM-Check Paid in Full:

Upon Delivery, Load Delivered offers an option for payment in full via COM-Check.

- BOL/POD/Receipts Required, please fax to 312.662-5902
- 3% of the total amount of the load will be deducted to cover Administrative expenses.
- Minimum charge is \$10

2. Standard Mail:

Upon delivery, please send us all the requisite paperwork listed about earlier via U.S. Mail or fax and we will promptly process your payment. Our standard payment terms are Net 30 days. There is no fee for standard payment.

Fuel Advances

1. Load Delivered offers 40% fuel advances on all shipments. Please let your Representative know at the time of booking if you would like to utilize this service And they will provide an express code upon confirmed pick up. There is a small fee associated with this option of 3% of the amount of the Fuel Advance. Example- \$1,000 line haul, 40% fuel advance would equal 400. 3% of 400 = \$12. Com check would be for \$388.

Accessorials:

Load Delivered pays for all unloading, loading, gate fees etc., so long as receipt of other documentation is provided unless otherwise agreed at the time of booking. Please let your representative know immediately any occurrence of accessorials so we can confirm with shipper/consignee and get a COM-Check ready if need be for your driver. There is no fee for Com Checks for accesorials.



Credit Information

Company Legal Name: Load Delivered Logistics, LLC

SCAC: LDLC

Website: [Http://www.LoadDelivered.com](http://www.LoadDelivered.com)

Phone: 877-930-LOAD (5623)

Fax: 312-649-6657

Physical/Billing Address: 750 N. Orleans Ste 100 Chicago, IL 60654

CEO: Robert Nathan

CFO: Jon Michelon

Accounts Payable Contact: J. Kevin Green 312-662-4747 JKGreen@LoadDelivered.com

Documentation with Invoices: Proof of Delivery, Lumper Receipts

Type of Business: 3PL/Broker **Years in Business:** 11/2007

MC# 629379-B **Federal ID#** 45-0582140

Bank Information:

Name: JPMorgan Chase Bank, N.A. **Phone #:** 312-732-7175 **Fax#:** 866-721-0473 **Account#:** 938707254

Address: 10 S. Dearborn, Flr 34 Chicago, IL 60603

Account Officer: Andrew Lapp, Vice President Commercial Banking

Terms: Net 30

D&B #: 008973396

Trade References:

Abbyland Trucking

Abbotsford, WI

Tammy: (715) 223-3402

USA Truck, Inc.

Van Buren, AR

Jennifer: (800) 872-8782

Werner Enterprises

Omaha, NE

Chris: (800) 346-4861

U.S. Xpress

Chattanooga, TN

Chris M: (423) 510-6579

Bond Information:

Surety Bond Holder: Pacific Financial Association

Policy #: 22512

On behalf of Load Delivered Logistics, I certify that we are familiar with and agree to abide by the Interstate Commerce Act, and Recodifications thereof, pertaining to the payment of transportation and related charges. I hereby grant permission to the above referenced bank and credit references to release pertinent information regarding our accounts to the carrier. Furthermore, my signature attests to the financial responsibility, ability, and willingness to pay all transportation and related charges within 30 days of the date invoiced.

Name: _____ Title: _____ Date: _____



LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

CREDIT REFERENCES:

Con-way Truckload, Inc

Contact: Ryan Puckett

Phone: 800.641.4747 X 5312

Gordon Trucking—Tacoma , WA

Contact: Holly Surek

Phone: 800.426.8486 X 4271

Roehl Transport

Contact: Dianne Vine

Phone: 800.826.8367 X 2240

Schneider National—Green Bay, WI

Contact: Amanda VandenPlas

Phone: 920.592.3229

Werner Enterprise

Contact: Mary Laperriere

Phone: 800.521.3426 X 2480

SEND FREIGHT BILLS TO:

Load Delivered Logistics, LLC

750 N. Orleans, Suite 100—Chicago, IL 60654

**You can also e-mail your invoices to billing@loaddelivered.com
or fax them to 312.662.5926.**

Load Delivered Logistics was established in 2008. FMCSA-MC629379: Surety Bond is with Pacific Financial.

Load Delivered Logistics is a registered subscriber to Compunet Credit Services, Inc./First Advantage and D&B.
<https://www.compunetcredit.com>

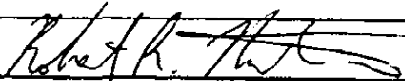
D&B # 008973396

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.	Name (as shown on your income tax return) Load Delivered Logistics, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <u> C </u> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 750 N. Orleans, Suite 100	Requester's name and address (optional)
City, state, and ZIP code Chicago, IL 60654		
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																				
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Social security number</td></tr> <tr><td> </td><td> </td><td> </td><td>-</td><td> </td><td> </td><td>-</td><td> </td><td> </td></tr> </table>	Social security number												-			-			
Social security number																				
			-			-														
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;">Employer identification number</td></tr> <tr><td>4</td><td>5</td><td>-</td><td>0</td><td>5</td><td>8</td><td>2</td><td>1</td><td>4</td><td>0</td></tr> </table>	Employer identification number									4	5	-	0	5	8	2	1	4	0
Employer identification number																				
4	5	-	0	5	8	2	1	4	0											

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).	
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 4.	
Sign Here	Signature of U.S. person ▶  Date ▶ <u>1/17/11</u>

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

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

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States.
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590.

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 629379

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Load Delivered Logistics LLC

(Broker)

of 750 N. Orleans Suite# 100 Chicago, IL 60654
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.,
(Name of Trustee)

a financial institution created and existing under the laws of the State of California
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U. S. C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 16 day of Jan, 2008, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 23 day of Aug, 2011.

TRUSTOR

Name Load Delivered Logistics LLC
Address 750 N. Orleans Suite# 100
Chicago, IL 60654
Telephone No. (847)509-0623
By [Signature]
Jon Michelson
Member
Witness [Signature] Dir. of Acctg
(Signature and Title)

TRUSTEE

Name PACIFIC FINANCIAL ASSOCIATION, INC.
Address 12707 High Bluff #200
San Diego, CA 92130
Telephone No. (800)595-2615
By [Signature]
J.P. Larson
President
Witness [Signature]
Chelsea Beckman
(Signature and Title)

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE ____ DAY OF _____, _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE ____ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

DATE SIGNED

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF TRUSTEE OR TRUSTOR



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

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

SERVICE DATE
January 23, 2008

LICENSE

MC-629379-B

LOAD DELIVERED LOGISTICS LLC
NORTHBROOK, IL

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Kathy Weiner, Chief
Information Systems Division

BPO



LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

Load Delivered Logistics Introduces a Faster Way for Carriers to get paid.

Load Delivered Logistics has implemented TRANSFLO \$Velocity from Pegasus TransTech to send your documents with ease and more certainty than in the past. With this new service, you will be able to get your trip information to us in a matter of minutes instead of days.

Benefits to You

- ✓ Get paid faster – no more waiting for the mail to deliver the documents
- ✓ Free to download and free to use!
- ✓ Total control of your documents because you no longer hand your documents off to someone hoping they do not get lost.
- ✓ Keep your original paperwork until payment has been received.
- ✓ Ability to confirm that your invoices arrived for processing.
- ✓ You get a confirmation number immediately after sending so you know your documents have been sent.
- ✓ Eliminates the need to make copies before sending your documents.

To Participate

You need the following:

- A PC
- A local scanner or network scanner

Go to the link to download and install the program and use the Broker ID of **LDLCV**. If you need additional assistance, please contact \$Velocity Customer Support at 866-503-5707.

www.transfloveLOCITY.com/download

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

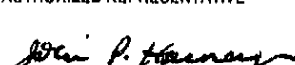
PRODUCER Mesirow Insurance Services, Inc. 1500 S. Lakeside Drive Bannockburn, IL 60015	CONTACT NAME: Heck Team
	PHONE (A/C, No, Ext): 847 444-1060 FAX (A/C, No): 847 444-2709 E-MAIL ADDRESS:
INSURED Load Delivered Logistics, LLC 750 N. Orleans St., Suite 100 Chicago, IL 60654	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Cincinnati Insurance Company 10677
	INSURER B: Cincinnati Indemnity Company 23280
	INSURER C: Hanover Insurance Company 22292
	INSURER D: Market Insurance Company 38970
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		EPP0011954	02/28/2012	02/28/2013	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$500,000
						PERSONAL & ADV INJURY	\$10,000
						GENERAL AGGREGATE	\$1,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						\$	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
D	AUTOMOBILE LIABILITY		TBL101201 *Transportation	02/28/2012 Broker	02/28/2013 Liability	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB						\$
A	UMBRELLA LIAB		EPP0011954	02/28/2012	02/28/2013	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	<input type="checkbox"/> CLAIMS-MADE					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC2113852	02/28/2012	02/28/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A				OTHER	
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT	\$500,000
						E.L. DISEASE - EA EMPLOYEE	\$500,000
C	Contingent Cargo Liability		IH5542415302	02/28/2012	02/28/2013	E.L. DISEASE - POLICY LIMIT	
						\$250,000/Vehicle \$500,000/Occurrence Deductible: \$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CERTIFICATE ISSUED AS EVIDENCE OF COVERAGE

CERTIFICATE HOLDER SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Think Load Delivered.

Benefits of becoming a carrier partner:

WEB-BASED LOAD BOARD

Create a login to view and bid on our available freight. Filter allows you to refine your search by location, equipment type, lane, etc. Visit loaddelivered.com/thinkcarrier

LOAD FINDER—MOBILE APP

Interested in keeping your trucks moving, maximizing profits and doing it from the palm of your hand? Meet our mobile app, Load Finder.

VIEW PAYMENT STATUS

Want to know the status of your check? You now have access to our online portal that provides that visibility.



- 24-hour, multilingual dispatch
- 24-hour fuel advances
- 21-day payment processing (check issued within 21 days from receipt of proper documentation)
- 15-day payment processing (documentation must be submitted via fax or email)
- Multiple resources to view and access our available shipments.

As an organization, we take great pride in our ability to pay faster than other 3PLs. We understand the importance of getting paid quickly, which is why we provide additional expedited payment options. These include Quick Pay COM-Check and Electronic Funds Transfer (EFT).

To pay quickly, we have partnered with Transflo VELOCITY. This program enables Load Delivered to electronically retrieve and transmit paperwork from our carrier partners. Carriers have the ability to scan paperwork directly into our system at virtually any truckstop. This process eliminates the need for any mail/document tracking altogether.

VIEW PAYMENT STATUS

Order	Ship date	Origin	Destination	Delivery date	Carrier pay	Other pay	Total pay	Invoice number	Check number	Payment date	Equipment type
0010415	02/04/2011 10:22AM	CINCINNATI, OH	NEW LENOX, IL	02/05/2011 10:00AM						03/02/2011	53' Dry Van
0010799	01/27/2011 02:21PM	YAKIMA, WA	WALDEN, NY	02/04/2011 11:06AM						03/02/2011	Van Intermodal (DAT)
0010802	01/27/2011 02:11PM	YAKIMA, WA	WOLCOTT, NY	02/07/2011 10:00AM						03/29/2011	Van Intermodal (DAT)
0010869	02/08/2011 12:17PM	INDIANAPOLIS, IN	DES PLAINES, IL	02/09/2011 07:00AM						03/09/2011	53' Dry Van
0010947	02/15/2011 12:30PM	KARNS CITY, PA	NORTH CHICAGO, IL	02/16/2011 02:45PM						03/22/2011	53' Dry Van
0010989	02/07/2011 02:14PM	NORTH CHICAGO, IL	COLUMBIA, IL	02/08/2011 11:07AM						04/06/2011	Van Hazmat (DAT)
0010990	02/03/2011 02:56PM	NORTH CHICAGO, IL	NILES, MI	02/04/2011 10:15AM						03/02/2011	53' Dry Van