

CARRIER PACKET

DOCUMENTS REQUIRED:

The following items and forms need to be **COMPLETED** and **RETURNED** to RTS, prior to issuance of a rate confirmation:

- 1) **Carrier Profile, Completed**
- 2) **Broker-Carrier Agreement, Completed and Signed**
- 3) **W-9, Completed and Signed**
- 4) **Payment Terms, Completed and Signed**
- 5) **ACH Option, Completed and Signed**
- 6) **Carrier References, Completed**
- 7) **Insurance Certificates, Valid current copies**

- a. **Cargo (100,000 Minimum Required)**
- b. **General Liability**
- c. **Auto Liability**
- d. **Workers Compensation**

- 8) **Carrier Authority, MC and/or DOT#**

- 9) **HAZARDOUS MATERIAL ADDENDUM (if applicable)**

!!!All carriers transporting hazardous materials must provide the following items!!!

- a. **Hazmat Insurance, Current**
- b. **Hazmat Certificate**
- c. **US Hazmat Registration/Certificate**
- d. **Letter of Hazmat-232 Compliance**
- e. **Driver Hazmat Program**

- 10) **REFRIGERATED CARGO ADDENDUM (if applicable)**

!!!All carriers transporting temperature controlled materials must provide or commit to the following items!!!

- a. **Insurance Certificate, indicating breakdown coverage.**
- b. **Documented monthly Reefer Unit inspections, made available upon request.**
- c. **Carrier responsible to maintain specified temperature.**

Named Holder on COI to read:
REED TRANSPORT SERVICES
PO BOX 2527
BRANDON, FL 33511
813-655-9700 fax

RTS COMPANY PROFILE PACKET

- * **Profile**
- * **Operating Authority**
- * **Surety Bond - Basic**
- * **Surety Bond - Additional**

RETURN ALL REQUIRED DOCUMENTS TO:

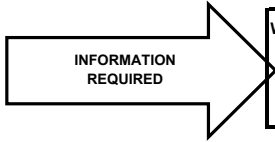
FAX 813-655-9700 or CarrierRelations@reedtransport.net



CARRIER PROFILE - General Information

Name of Person completing this form: _____

CARRIER: _____ **MC#** _____
ADDRESS1: _____ **DOT#** _____
ADDRESS2: _____ **SCAC:** _____
CITY: _____ **STATE:** _____ **ZIP:** _____
MAIN PHONE: _____ **MAIN FAX:** _____
FEDERAL ID# _____ **WEBSITE:** _____
BILLING ADDRESS: _____
CITY: _____ **STATE:** _____ **ZIP:** _____
BILLING CTC: _____ **Email:** _____
Phone: _____ **Fax:** _____
PRICING CTC: _____ **Email:** _____
Phone: _____ **Fax:** _____
DISPATCHER: _____ **Email:** _____
Phone: _____ **Fax:** _____



WEEKEND/AFTER HOUR CONTACT:
CONTACT: _____ **PHONE:** _____
CELL: _____ **EMAIL:** _____

COVERAGE:
 Mon-Friday _____ to _____
 After Hours _____ to _____

COMPANY TYPE (Check all that apply):
 Carrier Broker
 Asset Based Non-Asset

EQUIPMENT (Number of each)

DRIVER / POWER

_____ Dry Vans (1VANS)
 # _____ Vans w/pads,decking,straps (1VL)
 # _____ Reefers
 # _____ E Trac Reefers (1RL)
 # _____ Flatbeds
 # _____ 53' Flatbeds (1F53)
 # _____ Stepdecks

_____ Double Drops (1DD)
 # _____ RGN (Removeable Goose Necks)
 # _____ Multi Axle (6 or more total axles)
 # _____ Canastoga(s)
 # _____ Bulk Trailers
 # _____ Tanker (1LIQUID TANKER)
 # _____ Open Top

_____ TRUCKS (1PO)
 # _____ DRIVERS
 # _____ Owner Operators
 # _____ Team Setups
 # _____ Hazmat Endorsed
 # _____ Reefer Breakdown
 # _____ TWIC Clearance

ADDITIONAL INFORMATION

SMARTWAY Member
 HAZMAT CERT.
 Other (explain) _____
 Other (explain) _____
 CTPAT
 DOD CERT.

TRACKING ABILITY

CELL PHONE
 ONLINE
 EDI
 SATELLITE



Preferred LANES of Service, by State (LOS)

Preferred AREA of Service (AOS) *SELECT ONLY THOSE THAT APPLY

ORIGIN	DESTINATION	ORIGIN	DESTINATION
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ZONE 0 CT, MA, ME, NH, NJ, RI
 ZONE 1 DE, NY, PA
 ZONE 2 DC, MD, NC, SC, VA, WV
 ZONE 3 AL, FL, GA, MS, TN
 ZONE 4 IN, KY, MI, OH
 ZONE 5 IA, MN, MT, ND, SC, WI
 ZONE 6 IL, KS, MO, NE
 ZONE 7 AR, LA, OK, TX
 ZONE 8 AZ, CO, ID, NM, NV, UT, WY
 ZONE 9 AK, CA, HI, OR, WA

RETURN ALL REQUIRED DOCUMENTS TO:

FAX 813-655-9700 or CarrierRelations@reedtransport.net

BROKER - CARRIER AGREEMENT

This Agreement is entered into this ____ day of _____, 20____, by and between Reed Transport Services, Inc. ("BROKER"), a Registered Property Broker, License No. MC-309204 and _____, a Registered Motor Carrier, Certificate No. MC-_____ and/or DOT-_____ ("CARRIER"); collectively, the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (`FMCSA) (or its predecessors) within the U.S. Department of Transportation (`DOT)).

1. BROKER REPRESENTS AND WARRANTS THAT IT:

- A.** Is a Registered Broker of Property authorized to engage in operations, in interstate or foreign commerce, as a broker arranging for the transportation of freight, and as a broker arranges services for various consignors, consignees, motor carriers and/or other third parties (hereinafter individually or collectively `CUSTOMER(S)).
- B.** Makes the representations herein for the purpose of inducing CARRIER to enter into this Agreement.
- C.** Is not in the business of acting as a motor carrier, providing motor carrier services, nor controlling the motor carrier's duties.

2. CARRIER REPRESENTS AND WARRANTS THAT IT:

- A.** Is a Registered Motor Carrier of Property authorized to provide transportation of property as a common or contract carrier with shippers and receivers and/or brokers of general commodities;
- B.** Shall transport the property, under its own operating authority and subject to the terms of this Agreement in accordance with stated pick-up and delivery schedules and only from/to those parties specified on the bill of lading. Carrier understands Broker does not control actions essential to the delivery of cargo, such as (but not limited to) operating or directing the operation of commercial motor vehicles.
- C.** Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- D.** 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.
- E.** Will 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 obligations in Paragraph 2.H., CARRIER will be liable for lawful consequential damages for any violation of this provision.
- F.** 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 drivers), as defined in 49 C.F.R. í 172.800, í 173, and í 397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; 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 hours of service regulations; sanitation and temperature requirements for transporting food and other perishable 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;
- G.** Will notify BROKER immediately if CARRIER's federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of ownership of CARRIER; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- H.**
 - i.* Subject to the express monetary insurance limits in Paragraph 4.D. as to CARRIER, and BROKER's monetary insurance limits for public liability, and property damage, or such other amounts as mutually

agreed by the Parties in writing, BROKER and CARRIER shall defend, indemnify and hold each other harmless from any claims, actions or damages, arising out of their respective performances under this Agreement. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party. The obligation to defend shall include all reasonable costs of defense as they accrue, and shall be paid within 30 days of tender.

ii. Except for CARRIER'S liability under Paragraph 2.E., unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub paragraph i) above, is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub paragraph i).

I. Does not have an `Unsatisfactory_ safety rating issued by the FMCSA or DOT, and will notify BROKER in writing immediately upon notice if its safety rating is changed to `Unsatisfactory_ or `Conditional_, and such notice shall be confirmed as received by BROKER.

J. Authorizes BROKER to invoice CARRIER 's freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

L. Shall afford the BROKER or BROKER 's CUSTOMERS the right to audit, when given adequate notice of at least 72 hours, (1) that CARRIER is maintaining those levels of insurance coverage identified in Paragraph 4.D. hereof; (2) that CARRIER 's operating authority remains in effect, (3) that CARRIER 's safety rating, as issued by the FMCSA, has not been downgraded from `Satisfactory_ to `Conditional_ or `Unsatisfactory_, and (4) any and all CARRIER freight charge billings.

M. Is solely responsible for ensuring that all personnel performing services under this Agreement are in compliance with the Immigration Reform and Control Act of 1986. CARRIER shall only use employees to perform services under this Agreement that are eligible to work as employees in the United States and CARRIER shall maintain all required records. CARRIER agrees to indemnify and hold harmless BROKER and its CUSTOMERS against any loss (including reasonable legal expenses) resulting from employees performing services in violation of this Paragraph.

N. For temperature controlled freight:

i. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (ARB) TRU ACTM in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on BROKER because of CARRIER 's use of non-compliant equipment.

ii. Will inspect or have inspected each vehicle 's refrigeration or heating unit at least once each month. CARRIER will maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records will be provided upon request to the CARRIER 'S insurance company and Broker.

iii. Will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the CUSTOMER for failure to do so.

iv. Will provide cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request.

3. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER loads/shipments as BROKER deems appropriate. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to CUSTOMERS. 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). Additional rates or charges 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) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference.

C. RATES: 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 reference when indicated, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. PAYMENT:

i. 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 30 days from the receipt of the bill of lading or proof of delivery or on shorter terms as agreed in writing by CARRIER, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER must file claim for payment within twelve (12) months of invoice date. Under no circumstances shall CARRIER seek payment from the shipper or consignee.

ii. Payment and other disputes are subject to the terms of Paragraph 5.D., which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.

E. BOND: BROKER shall maintain a surety bond /trust fund on file with the FMCSA in the form and amount required by that agency's regulations.

F. 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's responsibility is limited to arranging for transportation of the Customer's freight. It is understood that the Broker does not perform any motor carrier duties or responsibilities generally, or as defined in ICCTA, the Federal Motor Carrier Act, 49 U.S.C. Section 13101, or in the Federal Regulations. The BROKER and MOTOR CARRIER furthermore agree the manner and method by which the motor carrier performs its duties and functions will not be controlled by the BROKER.

4. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph 2 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its 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. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. § 80101 et seq., 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 inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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. Under no circumstance shall CARRIER execute any bill of lading or any other document which represents or holds out BROKER as the person responsible for the transportation, shipping, loading, unloading or delivery of any freight.

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 FMCSA, DOT, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and

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; and *iii.* Special Damages: CARRIER's indemnification liability (Paragraph 2.H.) for freight loss and damage claims under this sub paragraph C (ii) shall include legal fees

which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability under this sub paragraph (ii) above.

iv. 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.

v. 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 21 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 21 day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.

vi. CARRIERS liability for cargo damage, loss, or theft from any cause for any one shipment, under sub paragraph C. ii) above, shall not exceed \$200,000 unless CARRIER is notified by BROKER or Shipper of the increased value prior to shipment pick up agreed to in writing.

D. INSURANCE: CARRIER shall furnish BROKER with certificate(s) of insurance or insurance policies providing thirty (30) days advance notice of cancellation or termination from companies reasonably satisfactory to BROKER and/or its CUSTOMERS, and unless otherwise agreed, subject to the following minimum limits: General liability liability: \$1,000,000 per occurrence and \$2,000,000 in aggregate; motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$200,000 (including reefer breakdown for any temperature controlled freight); workers ~compensation with limits required by law. All policies shall be written and required to respond and pay prior to any other available coverage. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the FMCSA and any other applicable regulatory state agency. certificate(s) of insurance or insurance policies provided constitute a representation that CARRIER is complying with the insurance requirements within this Agreement. Such certificate(s) of insurance shall reflect that all liability policies name BROKER as certificate holder, and, if requested by BROKER, names BROKER and/or its CUSTOMERS as additional named insureds and/or loss payee. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy. Motor carrier also agrees to purchase BMC 32 cargo coverage through its carrier in the minimal statutory amount of \$5,000, to purchase MCS 90 coverage with limits in the minimal amount established by law, and provide broker with copies of the filing forms for the same.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

F. 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.

5. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed 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, employer/employee relationship between the Parties. CARRIER shall provide the sole supervision and shall have exclusive control over the hiring, training and 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 or delivery route 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.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this Agreement 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.

C. WAIVER OF PROVISIONS:

i. 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.

ii. This Agreement is for specified services pursuant to 49 U.S.C. § 14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out 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 Transportation Arbitration and Mediation PLLC (TAM). 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 TAM. The decision of the arbitrators shall be binding and final, and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney 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 arbitrators. Arbitration proceedings shall be conducted at the office of the TAM nearest Tampa, Florida, or such other place if mutually agreed upon in writing. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Venue for any such action shall be in Hillsborough County Florida. Unless preempted or controlled by federal law and regulations, the laws of the State of Florida shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.

E. NO BACK SOLICITATION:

i. CARRIER shall not knowingly solicit freight shipments from any shipper, consignor, or consignee, or other customer of BROKER, when: such shipments of the shipper, consignor, or consignee or BROKER customer were first tendered to the CARRIER by the BROKER.

ii. In the event of breach of this provision, BROKER shall be entitled, for a period of eighteen (18) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of ten percent (10%) 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.

F. 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 and 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.

G. 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.

H. MODIFICATION OF AGREEMENT: This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs 3.B. and 3.C.).

I. 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 e-mail 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.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, or as otherwise provided in this Agreement by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.

K. SEVERANCE: 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 termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. 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.

O. ENTIRE AGREEMENT: 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.

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

Reed Transport Services, Inc.

(CARRIER)

Authorized Signature: *Jason Reed*

Authorized Signature:

Printed Name: Jason Reed

Printed Name:

Title: CEO

Title:

Physical Address: 122 Linsley Ave., Brandon, FL 33511

Mailing Address: PO Box 2527 Brandon, FL 33509

Company Address:

Phone: 813-655-9500

Phone:

Fax: 813-655-9700

Fax:

PAYMENT TERMS

Carrier Name:	MC#
Please indicate which of the following payment terms you would like to be set up with. Your selection will remain as your permanent payment term until we (RTS) are notified in writing that you would like your term changed. If this form is not filled out, signed and returned your payment terms will default to 28 days.	
>>>All pay terms are calculated from the day RTS receives required paperwork<<<	

- DIRECT DEPOSIT*** - Available on Net 28, 7 day and next day payment terms, with completed ACH agreement form returned and signed.
- 28 DAY OPTION* - No Fee.** A check or ACH direct deposit will be issued within 28 days of RTS receiving required paperwork
- 7 DAY OPTION* - 2% Fee** with a \$25 dollar minimum will be deducted from the carrier's agreed gross truck rate. A Comcheck or ACH direct deposit will be issued within 7 days of RTS receiving all required paperwork.
- QUICK PAY OPTION* - 3% Fee** with a \$25 dollar minimum will be deducted from the carrier's agreed gross truck rate. SAME DAY with paperwork received prior to 10:00am Eastern Standard Time will be processed and paid after 4:00pm will be paid with Comcheck only, the same business day. NEXT DAY with paperwork received prior to 2:00pm Eastern Standard Time will be processed and paid the next business day with Comcheck or ACH-Direct Deposit. Quick Pay will only be processed when all supporting paperwork is present including signed rate confirmation, bills of lading, packing slips and lumper receipts. In addition Reed must be able to verify with all receiving parties that there are no potential damages, shortages or chargebacks.

Email to quickpay@reedtransport.net or fax to 813-793-4799

Next Day and Same Day Options may be selected on a per invoice basis, regardless of regular payment selection and by clearly indicating "3% QUICK PAY" on the Bill of Lading or Proof of Delivery as sent with your required paperwork.

ALL REQUIRED PAPERWORK SUBMITTED MUST INCLUDE:

- > Invoice with company name and address.
- > Original or legible copy of Bill of Lading or Proof of Delivery, signed by the receiver.
- > Any Lumper, Pallet, Scale or other accessorial receipts, agreed to on rate confirmation.
- > Copy of RTS signed rate confirmation.

COMCHECK AUTHORIZATION

Comchecks are available only after freight has been confirmed loaded. If this form is not completed RTS will not be able to issue Comchecks. YES or NO must be selected for each item listed below. There will be a \$25.00 Fee for each Comcheck issued.

- | | |
|--|--|
| Comchecks are to be issued ONLY FOR UNLOADING/LUMPER FEES*
<i>(*amount will be deducted from settlement, without required unloading/lumper receipt)</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Comchecks can be issued to dispatchers
<i>(maximum allowance 40% w/ \$2,500.00 limit)</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Comchecks can be issued to drivers
<i>(maximum allowance 40% w/ \$2,500.00 limit)</i> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Comchecks are NOT TO BE ISSUED TO EITHER DISPATCHERS OR DRIVERS. | Yes <input type="checkbox"/> No <input type="checkbox"/> |

!!! RTS AFTER HOURS / WEEKEND COMCHECK PROCEDURES !!!

RTS after hours personnel can only issue a Comcheck upon confirmation from the shipper or shipping facility that the truck has been loaded. In the event that the shipper or shipping facility can not be reached, we may request a fax copy of Bills of Lading

RETURN ALL REQUIRED DOCUMENTS TO:

FAX 813-793-4799

FORM W-9, For United States Carriers Only

Carrier Name: _____	MC# _____
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Reed Transport Service (RTS) Form W-9 is used to determine whether or not RTS should file Form 1099-MISC annually for a specific payee. The Internal Revenue Service requires RTS to supply our payees with either the standard Federal W-9 Form or our substitute W-9 Form, to be held in the payee's file. Please complete RTS Substitute W-9 Form and return it with your Carrier Contract Packet. Should you have any questions, please feel free to call 800-606-4471.

>Please be sure to provide your "Doing Business As" information, if applicable. The DBA is necessary for proper tax reporting.<

CORPORATIONS	
Corporation Name: _____	
Doing Business As (if applicable): _____	
State of Incorporation: _____	Federal EIN#: _____
INDIVIDUALS, SOLE PROPRIETORS, PARTNERSHIPS	
Company or Individual Owner Name: _____	
Doing Business As (if applicable): _____	
Federal EIN#: _____	
Social Security #: _____	

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

CERTIFICATION
<small>Under penalties of perjury, I certify that: (1) the number shown on this form is my correct taxpayer identification number (or as indicated, I have applied and pending issuance); (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 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.</small>

Signature: _____ Date: _____

RETURN ALL REQUIRED DOCUMENTS TO:
FAX 813-655-9700 or CarrierRelations@reedtransport.net

ACH Direct Deposit Sign Up

Reed Transport Services, Inc. method of payment will be ACH Direct Deposit. Please sign up today to prevent payment delay.

There are **no fees** associated with the direct deposit program with Net 28 terms and most importantly it helps you get paid in a more timely fashion. **Reed Transport Services, Inc. is authorized to make deposits only, no withdrawals may be taken.** If you are in a current contract with a factoring company, please forward this request to them.

***Any changes to bank information will only be accepted in writing. Reed Transport will reply to request in writing for confirmation of change.**

Please fill out the required information below, attach a copy of **voided check** (required) and fax to: **813-793-8250 or email accounting@reedtransport.net**

Carrier Information

Carrier Name _____ MC# _____
Contact Name _____
Phone# _____ Fax# _____
Email (only 1 please) _____
Mailing Address _____
City _____ ST _____ Zip _____

Bank Information

Account Type (circle one) Checking Savings
Bank Routing/ABA# (9digits) _____ Account# _____
Bank Name _____
Authorized By: (Print) _____
Title _____

AUTHORIZED SIGNATURE: _____

Factoring Company Information (if applicable)

Factoring Company Name _____
Contact Name: _____
Phone# _____ Fax# _____
Mailing Address _____
City _____ ST _____ Zip _____

RETURN THIS DOCUMENT TO:
FAX 813-793-8250 or EMAIL accounting@reedtransport.net

CARRIER REFERENCE FORM

Carrier
Name:

MC#

Company: _____

Contact: _____

Phone: _____ Years Associated _____

Company: _____

Contact: _____

Phone: _____ Years Associated _____

Company: _____

Contact: _____

Phone: _____ Years Associated _____

Company: _____

Contact: _____

Phone: _____ Years Associated _____

RETURN ALL REQUIRED DOCUMENTS TO:

FAX 813-655-9700 or CarrierRelations@reedtransport.net



122 Linsley Ave
Brandon, FL 33511
Phone: 813.655.9500
Toll Free: 800.606.4471
Fax: 813.655.9700
www.ReedTMS.com
Servicing USA,
Canada & Mexico

MC #: 309204
SCAC Code: RDRV



238 S Commerce St
Cedar Grove, WI 53013
Phone: 920.668.8626
Toll Free: 888.550.8626
Fax: 920.668.8629
www.TMSLogistics.com
Servicing Contingent
USA

MC #: 323053
SCAC Code: TMSG
USDOT Satisfactory
Safety Rating
DOT #: 697429

Reed Transport Services, Inc. is a third-party logistics provider licensed with the Federal Highway Authority since 1996. Based in Brandon, Florida, Reed Transport provides brokerage and freight management services throughout the North America.

Founded in 1997 in Cedar Grove, Wisconsin, TMS Logistics, Inc. is a truckload carrier specializing in dry van, blanket-wrapped and dedicated services with specific lanes servicing all states to the Midwest, southeast and Florida. All equipment is late-model, well maintained and California CARB approved.

Business References

Customers

Publix	Wade Lock	863.688.1188
Sysco International Food Group	Will Carnes	813.864.8470

Carriers

Code	Milan	877.303.1265 x 214
Megatrux	Javier	800.541.7722
Southern Freight	Steve	800.241.6679

Company	Contact	Contact Phone Number
Alliance Laundry	Kelly Luedtke	920.748.4331
Colomer USA	Tom Turner	904.366.2602
Connors Industries	Tom Connor	800.466.8672
Palmer Hamilton	John Pisanello	262.723.8200 x 238

Insurance

Type	Provider	Coverage (per incident)
Cargo—contingent	Travelers Property Casualty Company of America	\$300,000.00
General/Commercial Liability	Kinsale Insurance Company Aggregate	\$1,000,000.00 \$2,000,000.00
Auto Liability—contingent	Lloyd's of London	\$100,000.00
Excess/Umbrella Liability	James River Insurance Co. Aggregate	\$4,000,000.00 \$4,000,000.00
Workers Comp. & Employee Liability	Aon Risk Florida	\$2,000,000.00
Surety Bond	Great American Alliance	\$90,000.00

Type	Provider	Coverage (per incident)
Cargo	Great West Casualty Co.	\$100,000.00
General/Commercial Liability	Great West Casualty Co. Aggregate	\$1,000,000.00 \$2,000,000.00
Auto Liability—contingent	Great West Casualty Co.	\$1,000,000.00
Workers Comp. & Employee Liability	Acuity, A Mutual Insurance Company	\$1,000,000.00

Technology

Internet Track & Trace
EDI Track & Trace

EDI Transactions Sets (all)
EDI/Web (full capability)

Third Party EDI Billing
Mobile Communication

Web Ability (Send/Receive)
Satellite Trailer Tracking

Affiliations



PM-25
(Rev. 1/95)

SERVICE DATE
December 10, 1996

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 309204 B

REED TRANSPORT SERVICES, INC.
BRANDON, FL, US

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

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division



April 10, 2012

JASON REED
REED TRANSPORT SERVICES INC
PO BOX 2527
BRANDON, FL 33509

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **RDRV** has been renewed for:

REED TRANSPORT SERVICES INC
PO BOX 2527
BRANDON, FL 33509
MC-309204

This Alpha Code will apply only to the company name shown above through June 30, 2013. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
7681 Boston Blvd., Beaugard 1st FI Wing A
Springfield, VA 22153
AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC inconnection with freight rates. For participation and membership information, please call (703) 838-1810



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2012

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	HNI Risk Services PO Box 510187	CONTACT NAME:	
	New Berlin WI 53151	PHONE (A/C, No, Ext): 262-782-3940	FAX (A/C, No): 262-782-4198
INSURED	Reed Transport Services, Inc. PO Box 2527 Brandon FL 33509-2527	INSURER(S) AFFORDING COVERAGE	
		INSURER A : Kinsale Insurance Company	NAIC # 38920
		INSURER B : Lloyd's of London	
		INSURER C : James River Insurance Company	12203
		INSURER D : Travelers Property Casualty Company of America	25674
		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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			0100003732-1	11/10/12	11/10/13	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ Excluded
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Excluded
								\$
B	AUTOMOBILE LIABILITY			PFDBB1200090	11/10/12	11/10/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			00051113-1	11/10/12	11/10/13	EACH OCCURRENCE	\$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> RETENTION \$		<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y / N	N/A			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Contingent Cargo			QT-660-9512L229-TIL-12	11/10/12	11/10/13	Limit	\$300,000

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

Contingent Cargo Includes Shippers Interest/Direct Damage

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate

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



Reed Transport Services, Inc.



is

PERFORMANCE CERTIFIED

by the Transportation Intermediaries Association

*indicating the company's commitment
to the most professional industry standards*

and

participation in TIA's

Guaranteed Payment Program



Valid through February 1, 2012, Bond 8100035, with a limit of \$90,000.00

Gilles Roch
Chairman
TIA Services

Robert A. Voltmann
President & CEO
Transportation Intermediaries Association



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/13

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 Avalon Risk Management 150 Northwest Point Boulevard, 4th Floor Elk Grove Village, IL 60007	CONTACT NAME:	
	PHONE (A/C, No., Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Great American Alliance Insurance Company		
INSURER B :		
INSURER C :		
INSURER D :		
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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
<input type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
<input type="checkbox"/>	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
<input type="checkbox"/>							PERSONAL & ADV INJURY	\$
<input type="checkbox"/>							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
<input type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
<input type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person)	\$
<input type="checkbox"/>	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
<input type="checkbox"/>	HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below			N / A			E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	TIA Performance Certified Program			8100035	2/1/13	1/31/14	Great American Alliance Insurance Company	\$ 90,000 Bond

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

Excess coverage for claims exceeding the \$10,000 BMC-85 broker trust fund agreement of the FMCSA licensed property broker named herein as the Insured. See bond terms for scope of coverage.

CERTIFICATE HOLDER

Evidence of coverage for benefit of shippers and carriers of Named Insured only.

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

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ADDENDUM TO PROPERTY BROKER'S SURETY BOND NUMBER 13413

WHEREAS Reed Transport Services, Inc. (the "Principal") is a duly licensed property broker with MC Number 309204, and in compliance with applicable statutes and regulations under Title 49 of the United States Code (collectively, "Title 49"), Principal has on file with the Federal Motor Carrier Safety Administration ("FMCSA") a Form BMC-84 "Property Broker's Surety Bond Under 49 U.S.C. 13906" (the "Required Security") issued by Southwest Marine and General Insurance Company;

WHEREAS Title 49 requires the Principal to have proof of the Required Security on file with the FMCSA in order to ensure financial responsibility in the course of providing services as a Title 49 licensed property broker;

WHEREAS the principal may or may not have elected to increase the amount of the Required Security beyond the statutory requirement (the "Optional Increase"). Total Security means the sum of Required Security and any Optional Increase elected by the Principal as applicable.

WHEREAS the Principal wishes to provide to Vantix Logistics, 2085 Midway Road, Carrollton, TX 75006, herein after referred to as Shipper, financial responsibility in excess of the Total Security, for services the Principal renders under its authority as a Title 49 licensed broker;

NOW THEREFORE, in consideration of payment of an agreed-upon premium, the receipt of which is a condition precedent to effect coverage under this Property Broker's Addendum to the Property Broker's Surety Bond (the "Addendum to Surety Bond"), and upon the terms, conditions, and limitations set forth below, Southwest Marine and General Insurance Company (the "Surety") and Principal agree as follows:

I. COVERAGE

The Surety, on behalf of the Principal, hereby agrees to provide payment to the Shipper provided that it has made a timely and valid claim under this Addendum to Surety Bond, in the manner set forth below, in an amount that is in excess over the amount of the Total Security up to the limit of \$100,000, if, and only if, (a) the Total Security has been Exhausted as defined below, and (b) this original, signed Addendum to Surety Bond is in the possession of the Surety prior to the subject shipment Date(s) that give rise to a claim hereunder.

"The Total Security has been Exhausted" means that claimants have received payment or a written promise of payment of all or a pro rata amount of the Total Security by the surety, thereby exhausting the same, such that a deficiency remains toward the full satisfaction of the claims of the Shipper against the Principal for services it renders under its authority as a Title 49 licensed broker.

II. TERMS, CONDITIONS, AND LIMITATIONS

A. Except as otherwise provided herein, the protection afforded under this Addendum to Surety Bond is limited to eligible freight charges arising out of services the Principal has rendered as a Title 49 licensed broker after the Effective Date but before the Effective Date of Termination of this Addendum to Surety Bond, and this Addendum to Surety Bond is subject to and shall follow all of the terms, definitions, conditions, and limitations of the Required Security, and any applicable statutes, regulations, and/or rules.

As a condition precedent to the protection afforded under this Addendum to Surety Bond, the Principal shall timely pay all premiums due and maintain the Total Security and this Addendum

All premiums are deemed fully earned by the Surety upon its receipt of the same. In the event that the Principal makes a material misrepresentation or omission in the information that the Principal furnishes to the Surety in applying for this Addendum to Surety Bond, such material misrepresentation or omission shall render this Addendum to Surety Bond null and void from its inception.

"Termination" of this Addendum to Surety Bond means its cancellation or non-renewal by either party or immediately upon the Principal's failure to maintain the Total Security. The effective date of any given Termination shall be ten days from the date on which the terminating party has given written notice of Termination to the other party (the "Effective Date of Termination"). Regardless of which party terminates the Addendum to Surety Bond, it shall be the Principal's sole responsibility to notify its Shipper of Termination. But any Termination shall be effective irrespective of whether the Principal notifies its Shipper of the same.

B. The Shipper is the sole obligee under this Addendum to Surety Bond, and only the Shipper shall be entitled to exercise any rights hereunder. Third-party claims are prohibited. Payment of any claim hereunder by the Surety shall be directly to the claiming Shipper of the Principal, but only following payments to all claimants under the Total Security.

Within ninety (90) days of the date of a Shipper's invoice to the Principal or the date of delivery, whichever is earlier, and in no event later than ninety (90) days from the Effective Date of Termination of this Addendum to Surety Bond (the "Claims Cut-Off Date"), the Shipper must submit an "Excess Claim" by writing to the Surety at the address set forth below in paragraph "G."

The Surety shall make payment to the Shipper in an amount equal to the Excess Claim subject to a limit of \$100,000, promptly after the occurrence of all of the following events:

1. The Total Security has been Exhausted;
2. The Surety's receipt of the Shipper's timely and completed Excess Claim on the required form; and
3. As part of the Excess Claim, the Shipper shall provide true and correct copies of the following documents: (a) proof that the Total Security has been Exhausted; (b) the invoice(s) issued by the Shipper to the Principal; (c) the subject bill(s) of lading; (d) the subject rate confirmation form(s); (e) the subject cancelled check(s) or other proof of payment; and (f) copies of all documents arising out of or in any way connected with any claim, litigation, or arbitration between the Shipper and Principal that is connected in any way to the Shipper's Excess Claim, including, without limitation, copies of the applicable broker-carrier and/or broker-shipper agreements.

The Surety shall require an affidavit from the Shipper, in a form acceptable to the Surety in its sole discretion, that the copies of the above documents are true and correct. The Surety, at its sole discretion, may waive any of the aforementioned events without prejudice to any other term, condition, or limitation of this Addendum to Surety Bond.

C. A payment by the Surety under this Addendum to Surety Bond shall, to the extent of that payment, constitute a defense of the Surety against any duplicative claim made under this Addendum to Surety Bond by any person.

D. The Principal, or its successor by operation of law or regulation, shall promptly notify the Surety (i) of any condition of the Principal that is reasonably likely to result in the Surety's being required to make a payment under this Excess Surety Bond or (ii) any assertion against the Principal of any claim or threatened claim, suit, or proceeding of which the Principal has received notice and that is reasonably likely to result in the Surety's being required to make a payment under this Excess Surety Bond.

The Surety has no duty or obligation to assume control of the settlement or defense of any claims made or suits brought or proceedings instituted against the Principal. But the Surety shall have the right and be given the opportunity to associate with the Principal or its successor in interest in the defense and control of any claim, suit, or proceeding, where such claim, suit, or proceeding involves or appears reasonably likely to affect payment under this Excess Surety Bond, in which event the Principal and the Surety shall cooperate in all respects in the defense of such claim, suit, or proceeding.

E. The Surety shall be subrogated to the rights and claims of each CSMC to which the Surety shall make payment under this Excess Surety Bond, to the extent of the Surety's payment to the CSMC or for its account. Each CSMC to which the Surety shall be obligated to make payment shall, as a condition to the receipt thereof, execute an assignment of such rights and claims in favor of the Surety in a form acceptable to the Surety, and the CSMC shall agree, at the Surety's expense, to cooperate with the Surety and exercise reasonable efforts to assist the Surety to recover such payment, together with all costs and expenses, including, without limitation, attorneys' fees, that the Surety incurs that arise out of or are in any way connected to the payment or the recovery.

F. The Principal agrees to submit for prior approval by the Surety any advertising or marketing by or on the Principal's behalf that references the Surety's name or coverage under this Excess Surety Bond.

G. The parties shall give any notices to each other required by this Excess Surety Bond by U.S. mail, postage prepaid, to the following addresses:

Great American Alliance Insurance Company c/o Avalon Risk Management, Inc. Surety Department 150 Northwest Point Boulevard, 4th Floor Elk Grove Village, IL 60007	Principal: Street Address: City, State ZIP:	<u>Reed Transport Services, Inc.</u> <u>122 Linsley Ave. Ste B</u> <u>Brandon, FL 33511</u>
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H. This Excess Surety Bond shall become effective at 12:01 a.m. Central Standard Time on 2/24/10, (the "Effective Date"), and shall continue for twelve months from the Effective Date, unless otherwise terminated under paragraph II(A) of this Excess Surety Bond. In the absence of either party's Termination, this Excess Surety Bond shall automatically renew in exchange for the Principal's payment of additional annual premiums. This Excess Surety Bond is non-stacking; Regardless of the number claims, CSMCs, or bond periods involved, the Surety's liability will in no event exceed this Excess Surety Bond's limit of \$90,000.

I. In lieu of litigation, the parties and CSMC(s) agree to settle any claim, dispute, or controversy that directly or indirectly, arises out of or is in any way related to this Excess Surety Bond, or the breach thereof, by a binding and neutral arbitration administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules then in effect. A person that receives an arbitration award may enter judgment on the award in any court of competent jurisdiction. This Excess Surety Bond, including this arbitration clause and the parties' relationship shall be construed under the laws of the State of Illinois, without giving consideration to principles of conflict of law. The parties agree to conduct any arbitration under this clause exclusively in Cook County, Illinois, and in no other place.

Any interested person may demand arbitration by giving notice in writing to all other interested persons, and in any event, to the Surety. No arbitration may commence within thirty days of the aforementioned written demand. Any such demand shall specifically set forth the issue or issues that are the basis for the person's demand. The parties to the arbitration shall choose a single arbitrator to hear the matter. In the event that those parties are unable to agree to an arbitrator within fourteen days of the notice demanding arbitration, then the AAA shall select the arbitrator at random. The arbitration shall commence no later than three months after the appointment of the arbitrator. The arbitrator shall, in the award, allocate all of the costs of the arbitration, including the costs and fees of the arbitration and the costs and attorneys' fees of the prevailing party, against the party or parties that did not prevail. The prevailing party shall be the party that, in the sole discretion of the arbitrator received the greater relief in the entire arbitration.

J. The Principal shall indemnify the Surety for all amounts it has paid to any and all CSMCs under this Excess Surety Bond and for all administrative expenses, costs, and fees, and any and all third-party expenses, costs, and fees, including, without limitation, arbitration, and reasonable attorneys' fees. For every Excess Claim that any CSMC makes under this Excess Surety Bond, in addition to the complete indemnity requirement of the preceding sentence, the Principal further agrees to pay to the Surety a liquidated-damage fee of 10 per cent of each Excess Claim. The Principal agrees that the liquidated-damage fee shall become due and payable at the time of the Surety's Receipt of each Excess Claim under this Excess Surety Bond.

PRINCIPAL

By: Reed Transport Services, Inc.
Name: Mark W. Reed
Title: President & CFO
Date: 2/24/10

SURETY

By: Great American Alliance Insurance Company
Name: Chia Gelsomino, Lisa M. Gelsomino
Title: Attorney in Fact
Date: 2/24/10

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 Highway Administration, 400 7th St., SW, Washington, D.C. 20590.

B.M.C. 84
(10/98)

Approved by OMB
2125-0570

Filer FHWA
ACCOUNT NO 28318

License No.
MC- 309204

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we Reed Transport Services, Inc.
(Name of Property Broker)

of 122 Linsley Ave, Ste B Brandon FL 33511
(Street) (City) (State) (ZIP Code)

as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company a corporation,
(Name of Surety)

or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and

existing under the laws of the State of Arizona (hereinafter called Surety) are held and
(State or District of Columbia)

firmly bound unto the United States of America in the sum of \$100,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond 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 therefore, and

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

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

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

This bond is effective the 22nd day of May, 2013, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, D.C., such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Principal for supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying for transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

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

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 21st day of May 2013

PRINCIPAL

Name: Reed Transport Services, Inc.

By [Signature] CEO
(Signature and Title)

Witness [Signature]

SURETY

Name: Southwest Marine and General Insurance Company

By [Signature]
Lisa Gelsomino, Attorney-in-Fact

Witness [Signature]



Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Reed Transport Services, Inc

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee

Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
P.O. Box 2527

City, state, and ZIP code
Brandon, Florida 33509

Requester's name and address (optional)

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 *How to get a TIN* on page 3.

Social security number

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Employer identification number

5	9	-	3	3	8	8	7	6	4
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II 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. 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** ▶ 4-20-2011

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.