

MURPHY TRANSPORTATION  
6720 KILBY ROAD  
HARRISON, OH 45030  
MC# 282259 - BROKER  
MC #273582 - CARRIER

(513) 367-2990 LOCAL  
(800) 591-2288 WATTS  
(513) 367-4080 FAX

CREDIT REFERENCES

BARNETS, INC                      PHONE: 937-452-1218  
CAMDEN, OH                      FAX: 937-452-1219

BURD BROS.                      PHONE: 513-777-8466  
BATAVIA, OH                      FAX: 513-735-0328

TRANS STATES EXPRESS        PHONE: 519-679-7100  
CINCINNATI, OH                  FAX: 513-821-0230

BANK REFERENCES

US BANK  
11751 PRINCETON PIKE  
CINCINNATI, OH 45246  
513-942-8310  
513-942-8317 FAX  
CONTACT: MELISSA BRADLEY  
DENISE SCHMIDT  
ACCT # 130112808352

PAYMENT TERMS

45 DAYS AFTER RECEIPT OF ORIGINAL SIGNED BILL OF LADING

INTERSTATE COMMERCE COMMISSION

LICENSE

SERVICE DATE

No. MC 282253

FEB 3 1995

M & Q TRUCKING, INC.  
d/b/a MURPHY TRANSPORTATION  
CINCINNATI, OH

This License is evidence of the applicant's authority, to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to 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 meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

Anne K. Quinlan  
Acting Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

NCA  
SERVICE DATE  
Oct 13, 2000

DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

DECISION

No. MC-282253  
M & Q TRUCKING, INC.  
D/B/A MURPHY TRANSPORTATION  
CINCINNATI, OH

REENTITLED

MURPHY LOGISTICS, LLC

On Sep 27, 2000, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records changed to reflect a name change.

*It is ordered:*

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records are amended to reflect the carrier's name as MURPHY LOGISTICS, LLC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000 or visit our web site at: <http://fhwa-li.volpe.dot.gov/>. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

*Decided:* Oct 10, 2000

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION.

Terry Shelton, Acting Director  
Office Data Analysis & Information Systems

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 M St., SW, Washington, DC 20590.

B.M.C. 34  
(10/95)

Approved by OMB  
2125-0570  
Expires 11/30/2001

FILER FHWA  
ACCOUNT NO. \_\_\_\_\_

License No.  
MC 282253

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13905

KNOW ALL MEN BY THESE PRESENTS, That we, Murphy Logistics, LLC  
*(Name of Property Broker)*  
of 255 West W. W. W. Road, Cincinnati, Ohio 45216  
*(City) (State) (Zip code)*  
as PRINCIPAL (hereinafter called Principal), and Ohio Farmers Insurance Company  
*(Name of Surety)*  
a corporation, or a Member-Benefit Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Ohio  
*(State or District of Columbia)* (hereinafter called Surety) are held and

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

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of 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, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 24th day of October, 2000, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, DC, 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 the 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 of 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 received by the \_\_\_\_\_

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 24th day

of October, 2000

PRINCIPAL

of Murphy Logistics, LLC

SURETY

Name Ohio Farmers Insurance Company [SEAL]

Bond # 5877452

[Signature] Vice President  
(Signature and Title)

By Amanda L. Morris  
(Signature and Title)

Amanda L. Morris, Attorney-In-Fact

Witness [Signature]

## Request for Taxpayer Identification Number and Certification

Give this form to  
 the requester. Do  
**NOT** send to IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)	
Business name (Sole proprietors see instructions on page 2.) (If you are exempt from backup withholding, complete this form and enter "EXEMPT" in Part II below.)	
Address (number and street)	68601W
City, state, and ZIP code	List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, this is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN below.

*Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
OR	
Employer identification number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	

**Part II For Payees Exempt From Backup Withholding (See Exempt Payees and Payments on page 2)**

Requester's name and address (optional)

**Certification.**—Under penalty of perjury, I certify that:

The number I have entered above 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 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.

**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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, 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. (Also see item 2 on page 2.)

Signature	Date
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**Useful references are to the Internal Revenue Code.**

**Purpose of Form.**—A person who is required to file an information return with the IRS must furnish your correct TIN to report income paid to you for real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. Use Form W-9 to furnish your correct TIN to the requester (the person asking you to furnish your TIN) and, when applicable, (1) to certify that the TIN you are furnishing is correct; (2) to certify that you are not subject to backup withholding; and (3) to claim exemption from backup withholding if you are an exempt payee. Furnishing your correct TIN and making appropriate certifications will prevent certain payments from being subject to backup withholding.

**If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form.**

**To Obtain a TIN.**—If you do not have a TIN, you should apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

**When to complete Form W-9.**—If you do not have a TIN, write "Applied for" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have

60 days to obtain a TIN and furnish it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN to the requester. For reportable interest or dividend payments, the payer must exercise one of the following options concerning backup withholding during this 60-day period. Under option (1), a payer must backup withhold on any withdrawals you make from your account after 7 business days after the requester receives this form back from you. Under option (2), the payer must backup withhold on any reportable interest or dividend payments made to your account, regardless of whether you make any withdrawals. The backup withholding under option (2) must begin no later than 7 business days after the requester receives this form back. Under option (2), the payer is required to refund the amounts withheld if your certified TIN is received within the 60-day period and you were not subject to backup withholding during that period.

**Note:** Writing "Applied for" on the form means that you have already applied for a TIN OR that you intend to apply for one in the near future.

As soon as you receive your TIN, complete another Form W-9. Include your TIN, sign and date the form, and give it to the requester.

**What Is Backup Withholding?**—Persons making certain payments to you after 1982 are required to withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest,

dividends, broker and barter exchange transactions, rents, royalties, nonemployee compensation, and certain payments from fishing boat operators, but do not include real estate transactions.

If you give the requester your correct TIN, make the appropriate certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS notifies the requester that you furnished an incorrect TIN, or
3. You are notified by the IRS that you are subject to backup withholding because you failed to report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
5. You do not certify your TIN. This applies only to reportable interest, dividend, broker, or barter exchange accounts opened after 1983, or broker accounts considered inactive in 1983.

Except as explained in 5 above, other reportable payments are subject to backup withholding only if 1 or 2 above applies. Certain payees and payments are exempt from backup withholding and information reporting. See Payees and Payments Exempt From

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CINCINNATI, OH                 FAX: 513-821-0230

BANK REFERENCES

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11751 PRINCETON PIKE  
CINCINNATI, OH 45246  
513-942-8310  
513-942-8317 FAX  
CONTACT: MELISSA BRADLEY  
DENISE SCHMIDT

PAYMENT TERMS

45 DAYS AFTER RECEIPT OF ORIGINAL SIGNED BILL OF LADING

BROKER CARRIER AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day \_\_\_\_\_, 201\_\_\_\_, by and between \_\_\_\_\_ referred to as ("CARRIER"). whose principle place of business is located at \_\_\_\_\_ and \_\_\_\_\_ and Murphy Logistics, LLC. Referred to as ("BROKER") located at 6720 Kilby Road, Harrison, OH 45030.

I.  
Recitals

- A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer");
- B. CARRIER is a Motor Contract Carrier, authorized by the I.C.C. under permit No. MC-\_\_\_\_\_ to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

II.  
Agreement

1. TERM. The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.
2. CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW. CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.
3. PERFORMANCE OF SERVICES. CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.
4. RECEIPTS AND BILLS OF LADING. Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

Carrier Initial \_\_\_\_



5. CARRIER'S OPERATIONS. CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (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. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

6. INDEMNITY. CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortious conduct of BROKER.

7. INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

(a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.

(b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

(c) Statutory Workers' Compensation Insurance and Employee Liability coverage in such amounts and in such form as required by applicable state law.

(d) CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

8. FREIGHT LOSS, DAMAGE OR DELAY. CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages, that are incurred by BROKER or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim.

9. WAIVER OF CARRIER'S LIEN. CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

10. PAYMENTS. CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement.

11. CONFIDENTIALITY AND NON-SOLICITATION. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from

customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. SUB-CONTRACT PROHIBITION. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, including its Liability Insurance, Physical Damage Insurance, Cargo Insurance, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

13. ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT. This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.

14. SEVERABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

15. WAIVER. CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

16. DISPUTE RESOLUTION. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Ohio and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

BROKER:

CARRIER:

MURPHY LOGISTICS, LLC.

By: Timothy J. Murphy  
Printed: Timothy J. MURPHY  
Title: VICE PRESIDENT

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

FID No.: \_\_\_\_\_

Carrier Initial \_\_\_\_\_

APPENDIX A  
HAZARDOUS MATERIAL REQUIREMENTS

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under 49 C.F.R. Part 181, BROKER and CARRIER agree that the following additional provisions shall apply for all such shipments:

1. CARRIER represents and warrants that it has obtained all necessary federal permits and registrations to transport hazardous materials or waste in inter-provincial interstate and/or intrastate commerce. Upon request, CARRIER shall provide BROKER with a copy of all such federal and state permits and registrations. Additionally, CARRIER agrees to notify BROKER immediately upon any revocation or suspension of CARRIER's state or federal hazardous material permits or registration as well as the suspension or revocation of CARRIER's "Satisfactory" Safety Fitness Rating issued by the U.S. Department of Transportation, which satisfactory rating is a prerequisite to providing transportation for hazardous materials under this Agreement.
  
2. CARRIER represents and warrants that all drivers used to transport hazardous material shipments have undergone the necessary training requirements of state and federal laws, including, but not limited to, the training requirements under 49 C.F.R. Part 126(F). CARRIER further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver's License to legally transport such shipments. CARRIER further agrees to comply with all federal, state and local laws regarding the transportation of hazardous material, including, but not limited to, the requirements specified under 49 C.F.R. Part 181, and 49 C.F.R. Part 397.
  
3. CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$5,000,000 (U.S. Dollars) per occurrence. Such insurance policy shall name BROKER and CARRIER as insureds with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of the ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by CARRIER under this Agreement.

*Please Fax to your Insurance Company*

Before driver can be dispatched, we must have this form filled out by your insurance agent and faxed back to us.

Please list Murphy Logistics, LLC, 6720 Kilby Rd., Harrison, OH - Fax # 513-367-4080  
45030 as additional Insured on Certificate of Insurance and

Summary of Exclusions, Limits of Insurance and Special Conditions

Insured: \_\_\_\_\_ Policy No.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Exclusions:

- |                                                                    |                                                                                   |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| <input type="checkbox"/> NO EXCLUSIONS                             | <input type="checkbox"/> Geographical exclusion, please indicate territory: _____ |
| <input type="checkbox"/> Reefer breakdown                          | <input type="checkbox"/> Other: _____                                             |
| <input type="checkbox"/> Reefer breakdown after certain age        | <input type="checkbox"/> Glassware                                                |
| <input type="checkbox"/> Alcoholic beverages                       | <input type="checkbox"/> Leather Goods                                            |
| <input type="checkbox"/> Cigarettes/tobacco products               | <input type="checkbox"/> Perfumes                                                 |
| <input type="checkbox"/> Computers                                 | <input type="checkbox"/> Rayons                                                   |
| <input type="checkbox"/> Cosmetics                                 | <input type="checkbox"/> Silks                                                    |
| <input type="checkbox"/> Electronics (TV, VCR, DVD, Radio, Stereo) | <input type="checkbox"/> Textiles                                                 |
| <input type="checkbox"/> Furs, or fur-trimmed products             |                                                                                   |
| <input type="checkbox"/> Garments, Shoes or other                  |                                                                                   |
| <input type="checkbox"/> Wearing Apparel                           |                                                                                   |

Limits of Insurance:

NO LIMITS  
Commodity: \_\_\_\_\_ Limit: \_\_\_\_\_  
\_\_\_\_\_

Deductible: \_\_\_\_\_

Special Conditions/Exclusions:

- NO SPECIAL CONDITIONS
- Theft
- Unattended Vehicle
- Property loaded on vehicle overnight
- Locked vehicle
- Vehicle alarm required
- Stationary vehicles/unarmed terminals
- Unattached trailer
- Other \_\_\_\_\_

Changes in policy:

In order to protect the best interests of all parties involved, please notify this company in writing within 24 hours of any changes to the insured's cargo policy.

Policy reviewed by:

_____	_____
printed name	position
_____	_____
signature	company