



TO WHOM IT MAY CONCERN,

FOX BROTHERS TRANSFER, INCORPORATED WAS ESTABLISHED IN 1992. WE OFFER TRUCKLOAD AND LTL SERVICE WITHIN A FORTY-FIVE MILE RADIUS OF CHICAGO, ILLINOIS. IT WAS WITH GREAT PLEASURE THAT WE ANNOUNCED THE FORMATION OF **FOX TRANSPORTATION SERVICES, INCORPORATED** IN LATE 2006. THIS NEWER ENTITY IS OWNED AND MANAGED BY THE SAME TEAM THAT STARTED AND CURRENTLY OPERATES **FOX BROTHERS TRANSFER, INCORPORATED**. WE WOULD LIKE TO OFFER THE ATTACHED CREDIT REFERENCES ESTABLISHED BY BOTH ENTITIES OVER THE DURATION OF OUR TIME IN BUSINESS. WE HAVE ALWAYS OPERATED BOTH ENTITIES PAYING ALL BILLS UPON RECEIPT. PLEASE BE ASSURED THAT ALL BILLS FOR GOODS OR SERVICES WILL BE PAID BY FOX TRANSPORTATION SERVICES, INCORPORATED WITHIN SEVEN DAYS. YOU HAVE MY PERSONAL GUARANTEE.

A handwritten signature in black ink, appearing to read "Thomas W. Fox", is written over a horizontal dashed line.

THOMAS W. FOX

PRESIDENT

FOX TRANSPORTATION SERVICES, INC.

10 EAST PROGRESS ROAD

LOMBARD, ILLINOIS 60148

PHONE: 630-261-0800

FAX: 630-261-0888

FOX TRANSPORTATION SERVICES, INC.

10 EAST PROGRESS ROAD

LOMBARD, ILLINOIS 60148

PHONE: 630-261-0800 FAX: 630-261-0888

PLEASE RETURN THE FOLLOWING MATERIALS TO FOX TRANSPORTATION SERVICES, INC. BY RETURNING THE REQUESTED MATERIALS, YOU ENSURE THAT WE HAVE A COMPLETE RECORD FOR YOUR COMPANY. OUR FAX NUMBER IS 630-261-0888. THANK YOU.

PLEASE USE THIS AS A CHECKLIST FOR YOUR OWN REFERENCE!

- **CONTRACT:** INITIAL EACH PAGE AND SIGN THE FINAL PAGE.
- **CERTIFICATE OF INSURANCE** – IT MUST SHOW FOX TRANSPORTATION SERVICES INCORPORATED, INC. AS A CERTIFICATE HOLDER, ADDITIONAL INSURED ON AUTO & GENERAL LIABILITY POLICIES, AS WELL AS A LOSS PAYEE ON CARGO POLICIES. PLEASE LIST OUR COMPANY AS IT APPEARS ABOVE AT THE TOP OF THIS PAGE.
- **OPERATING AUTHORITY WITH YOUR CARRIER MC#.**
- **HAZARDOUS MATERIALS CERTIFICATER** (IF APPLICABLE)
- **CARRIER INFORMATION FORM** – THIS FORM ALLOWS US TO MATCH LOADS TO YOUR LANES AS WELL AS THE STATES YOU SERVICE.

PLEASE ACCEPT THE FOLLOWING CREDIT REFERENCES FOR FOX BROTHERS TRANSFER, INC. AS WELL AS FOX TRANSPORTATION SERVICES, INC.

CHARTER ONE BANK

MR. TULLY F. KARI
PHONE: 312.777.3666 FAX: 866.666.5280
71 S. WACKER DRIVE
CHICAGO, ILLINOIS 60606

KLA TRANSPORT

MR. KEVIN BRUMMEL
PHONE: 630-234-8851 FAX: 630-553-6487
4 TIMBERCREEK DRIVE
YORKVILLE, ILLINOIS 60560

LUCKEY LOGISTICS

MR. DAVID HJERPE
PHONE: 815-672-2931 FAX 815-672-2982
29988 N 00 EAST ROAD
STREATOR, ILLINOIS 61364

TRIPLE J TRUCKING

GRANT OR STEVE
PHONE: 270-338-4217 FAX: 270-338-7725
3296 ST ROUTE 181 S.
GREENVILLE, KENTUCKY 42345

USI MIDWEST INSURANCE

MR. DUKE TOMEI
PHONE: 312.442.7200 FAX: 610.362.8443
1801 SOUTH MEYERS ROAD, SUITE 150
OAKBROOK TERRACE, ILLINOIS 60181

DEPENDABLE WAREHOUSING, INC.

MS. DEBBIE BULANDA
PHONE: 815.524.3251 FAX: 815.524.3390
1244 STATE STREET, SUITE 318
LEMONT, ILLINOIS 60439

J.R.B. TARGET, INC.

MALINDA
PHONE: 563.264.8537 FAX: 563.263.1467
2725 OGILVIE ROAD
MUSCATINE, IA 52761

BILL FRITTS TRUCKING

PHONE: 708.979.8059 FAX: 708.586.2263
BILL FRITTS
11701 S RIDGELAND AVE LOT 25
WORTH, IL 60482

**PLEASE USE THIS LETTER AS AUTHORITY TO CONTACT THESE VENDORS FOR INFORMATION REGARDING OUR CREDIT HISTORY.
SINCERELY, THOMAS W. FOX - PRESIDENT**

Bond Rider to FMCSA Form BMC-84

Bond Serial No: 121770
Principal Name: FOX TRANSPORTATION SERVICES INC.
Principal's MC or FF No: 592002

This rider makes the following changes, effective October 1, 2013, so that the FMCSA Form BMC-84 bond described above will conform to the September 26, 2013 revision of that form:

1. The bond shall reflect the following OMB number and expiration date: "OMB No.: 2126-0017 Expiration: 01/31/2014".
2. The title of the bond now reads:
"Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906
Form BMC-84"
3. This bond is for the following Filer FMCSA Account Number(s): 22010-00
4. In the first paragraph, the amount of the bond is \$75,000, and the text ", for which payment," shall read "for a broker or forwarder, for which payment,".
5. In the second paragraph, the text "intends to become a Broker" shall now read "intends to become a Broker or Freight Forwarder".
6. In the third paragraph, the text "as a licensed Property Broker" shall now read "as either a licensed Broker or a licensed Freight Forwarder".
7. Paragraphs 6 and 7 shall be combined into one paragraph (new paragraph 6).
8. In the new paragraph 6, the text "on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond." shall be inserted at the end of the second sentence after "said notice by the FMCSA".

This rider is executed and effective on October 1, 2013.

SURETY:
AMERICAN ALTERNATIVE INSURANCE CORPORATION
(A DELAWARE CORPORATION)
555 COLLEGE ROAD EAST
PRINCETON, NJ 08540-6616

Contact Address Requested by Surety:
ROANOKE INSURANCE GROUP INC.
Managing General Underwriters for
AMERICAN ALTERNATIVE INSURANCE CORPORATION
1475 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, IL 60173
Phone: 847-969-1420

Matthew L. Zehner

Matthew L. Zehner, Attorney-in-Fact



Jennifer E. Rome

Jennifer E. Rome, Witness



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
February 16, 2007

LICENSE

MC-592002-B

**FOX TRANSPORTATION SERVICES INC
LOMBARD, IL**

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

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

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief
Information Systems Division

BPO

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Fox Transportation Services, Incorporated	
	Business name/disregarded entity name, if different from above	
	NA	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____		
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
10 E. Progress Road		
City, state, and ZIP code		
Lombard, Illinois 60148		
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.

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

Social security number									
Employer identification number									
2	0		8	1	5	5	1	3	2

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), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	Date ▶ 3/12/2014
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

FOX TRANSPORTATION SERVICES, INCORPORATED

10 EAST PROGRESS ROAD

LOMBARD, ILLINOIS 60148

PHONE: 630-261-0800 FAX: 630-261-0888

CARRIER INFORMATION FORM

COMPANY NAME: _____

CONTACT: _____

ADDRESS: _____

PHONE NUMBER: _____

CITY: _____

FAX NUMBER: _____

STATE: _____ ZIP: _____

EMAIL: _____

LTL, TRUCKLOAD, OR BOTH? _____

HAZARDOUS MATERIALS: _____

CIRCLE: REEFER / DRY VAN / FLATBED

TOP FIVE STATES

TOP 2 OR 3 REGIONS

STATE 1: _____

REGION 1: _____

STATE 2: _____

REGION 2: _____

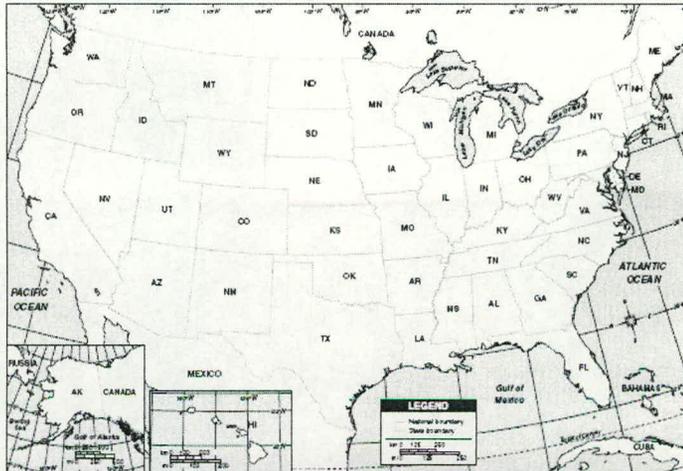
STATE 3: _____

REGION 3: _____

STATE 4: _____

STATE 5: _____

PLACE AN "X" IN STATES YOU PRIMARILY SERVE AND/OR DRAW IN YOUR LANES:



PLEASE FAX COMPLETED FORM AND ACCOMPANYING MATERIALS TO 630-261-0888.

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT, made and entered into _____ (date), at Lombard, Illinois, by and between **FOX TRANSPORTATION SERVICES, INCORPORATED**, a corporation with its principal place of business at 10 East Progress Road, Lombard, Illinois 60148, hereinafter referred to as "BROKER" and

_____ (CARRIER), with its principal place of business at

_____ hereinafter referred to as "CARRIER."

WITNESSETH

WHEREAS, Carrier is a motor contract carrier of property, authorized by the Federal Motor Carrier Safety Administration ("FMSCA") in Docket No. MC-_____ to conduct operations and provide service in interstate and foreign commerce in the transportation of General Commodities (except Household Goods), between points in the United States (except Alaska and Hawaii) under continuing contract(s) with broker; and

WHEREAS, Broker is a freight broker duly licensed by the FMSCA to arrange transportation of properly authorized motor carriers; and

WHEREAS, Broker desired from time to time to use services of Carrier to transport freight for or on behalf of it's customers; and

WHEREAS, both BROKER and CARRIER enter into this Contract pursuant to 49U.S.C. 14101 (b) for the purpose of providing and receiving specified services under specified rates and conditions, and under which the parties intend to waive certain rights and remedies permitted to be waived under the Interstate Commerce Act, and to the fullest extent possible, have all of their dealings governed by the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing terms and conditions and the mutual promises contained herein, Carrier and Broker agree as follows:

1. **Series of Shipments, no Sub-Contracting.** Broker hereby agrees to cause freight to be tendered to Carrier, and Carrier agrees to transport such freight, in a series of shipments, in an amount of not less than fifty thousand (50,000) pounds per year, and Carrier hereby agrees to pick up, transport, deliver and provide such services as Broker shall require on all such freight tendered. Carrier will also transport whatever additional quantities of freight Broker shall cause to be tendered to Carrier to the best of its abilities and the extent of the availability of Carrier's equipment to handle such additional quantities of freight. Carrier specifically warrants and agrees that all freight tendered to it by Broker pursuant to this Agreement shall only be transported by Carrier on, in or with equipment owned by Carrier or leased to Carrier under a lease having a duration of more than thirty (30) days, operating under Carrier's operating authorities. Except to the extent that Carrier uses the services of "owner/operators" in the course of it's regular operations, Carrier shall not, in any manner, sub-contract, broker or tender to any third party for transportation any freight tendered to Carrier by Broker pursuant to this agreement.
2. **Independent Contractor.** Carrier shall serve Broker as an independent contractor, not as an agent, joint venture or employee. Carrier shall make all arrangements it deems appropriate to provide sufficient, appropriate, personnel and motor vehicle equipment, which shall be dedicated to Broker's exclusive use while transporting freight tendered by Broker, to provide transportation services contemplated by this agreement. Carrier shall provide transportation services designed to meet the Broker's distinct needs, which may include specialized motor vehicle equipment, special rates and other services which Broker may from time to time request. Broker is not and will not be responsible for any debts, liabilities or obligations incurred by the Carrier in the performance of it's business. It is the intent of the parties that the Carrier is, shall be and will remain an independent contractor and nothing contained

[Type text]

[Type text] CARRIER REPRESENTATIVE INITIAL _____

herein shall be construed to be inconsistent with that relationship. Carrier agrees to and save Broker and/or its customers harmless from any and all claims, demands, actions, cause of actions and liabilities and/or its customers harmless from any and all claims, demands, actions, cause of action and connection with Carrier's transportation services rendered pursuant to this agreement or otherwise arising or growing out of the operations and activities of the Carrier hereunder, as a Carrier or otherwise, and to assume full responsibilities for all commissions, salaries, insurance, taxes, pensions and benefits of Carrier's agents, contractors and/or employees in performance of this contract as now or hereafter apply.

3. **Term.** This agreement shall remain in effect for one (1) year from the date hereof and, if not cancelled, shall automatically renew for additional periods of one (1) year. Either party may terminate this agreement upon giving the other party thirty (30) days prior written notice of its intention to do so. Termination may be with or without cause. Termination of this agreement shall not release either party from any liability to the other arising pursuant to this agreement, whether or not such was ascertained at the time of termination.
4. **Compliance with law.** Carrier shall comply with all laws, rules and regulations of any duly constituted governmental authority in any manner relating to the performance of the transportation services to be rendered pursuant to this agreement. Carrier shall be solely responsible for any acts, omissions, and/or violations by Carrier, its employees, contractors or agents and will defend and save Broker and/or its customers harmless from any fine, penalty, or liability that may result from such acts or violations, provided, however, that this paragraph shall not apply to any penalty or liability arising solely as a consequence of any wrongful or neglect acts, omission, or violations by the Broker, its customer's, agents or employees. Carrier represents and warrants that the drivers or personnel operating its vehicles and property trained and licensed and its fully informed concerning the responsibilities for all involved freight. Carrier agrees to pay any and be solely responsible for all salaries, workers compensation coverage and all taxes relating to all drivers or other personnel. Carrier further agrees to provide and maintain the equipment necessary to fulfill this agreement and to furnish all necessary fuel, oil, gasoline, tires and repairs for the operation of said equipment and to pay all expenses incidental to such operation. Carrier warrants that all equipment provided pursuant to this agreement shall be in the first class operating condition and will be suitable for transporting all freight tendered. Carrier warrants motor vehicle equipment provided by carrier for the transportation of food grade products will comply with the requirements of the sanitary food transportation act, that no freight transported pursuant to this agreement shall become, or shall be deemed adulterated or misbranded within the meaning of the federal food drug and cosmetic act, the federal meat inspection act, or the federal poultry inspection act, as amended in the future, or any other federal, state or local law or regulation of similar kind or content, by reason of being or having been transported in or with motor vehicle equipment provided by carrier to transport freight tendered or arranged by Broker, or any of Carrier's activities or such transport and that none of the equipment provided for the transportation of food or food grade products has been or will be used for the transportation of waste of any kind, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products or cosmetics. No poison, pesticide, rodenticide or other toxic or hazardous commodity shall be transported in the same vehicle and at the same time is any shipment of food, foodstuffs, food products, commodities intended for human or animal consumption as food or food supplements or cosmetics. Should Carrier violate this provision it shall be liable for all claims occurring as a consequence thereof, without regard to whether or not any actual contamination to any such shipment occurred. Carrier represents that the transportation rendered hereunder will be performed without violating any federal or state laws or any rules or regulations of any federal, state or local agencies or regulatory bodies having jurisdiction over the operations. Carrier agrees that it will at no time allow its DOT safety rating to become "Conditional" or "Unsatisfactory". A "Conditional" or "Unsatisfactory" safety rating shall be considered to be a material breach of this agreement by Carrier and will result in immediate termination of the tender of freight to Carrier until cured.
5. **CARRIER PAID ONLY BY BROKER.** On all shipments tendered to Carrier pursuant to this agreement, compensation shall be paid to Carrier solely and exclusively by Broker, in the amount set forth in Appendix A attached hereto and made a part hereof, provided, however, that the parties hereto may at any time, in writing, or orally and subsequently conformed by both parties in writing, on a form incorporating all the information of and hereof, change such compensation for any specific shipment or shipments. Such confirmation may be accomplished through the exchange of supplements to this agreement executed by the parties and acknowledged in a written supplement to this agreement. Such rate confirmation sheets are supplements to this agreement, not separate contracts or

agreements. Broker shall be solely and exclusively liable for and responsible to Carrier for its charges relating to the transportation of freight tendered by Broker pursuant to this agreement. Broker's customers sole obligation with regard to the payment of transportation charges relating to said freight is to make payment to Broker. Broker will bill its customers on Carrier's behalf and remit such proceeds as such Carrier may be entitled to pursuant to this agreement to Carrier. Carrier specifically agrees it will look only to Broker for the payment of its charges. Carrier appoints and designates Broker as its sole agent for the sole purpose of billing and collections of freight charges from the shipper's whose freight Broker tenders to Carrier or arranges for Carrier to transport. Carrier will not communicate, directly or indirectly, in any manner with Broker's customers, consignors, consignees or any other than Broker concerning the collection of any charges relating to transportation services acquiring in connection with or as a consequence of this agreement. Carrier shall have no lien, and hereby expressly waives its right to have any lien on any cargo, freight or other property of Broker or any of its customers.

6. **CARRIERS HANDLING OF FREIGHT.** Carrier will transport all shipments tendered pursuant to this agreement to the specified consignee at the specified destination at the time specified, or, if there is no time specified than within a reasonable time. Carrier agrees that in the course of services provided pursuant to this agreement that Carrier's drivers will remain under Carrier's exclusive control. Broker and Carrier both agree and recognize that time is of the essence of this agreement and due to the varying geographical origins together with the need for expeditious transportation, both parties will commence performance under this contract immediately following the oral tender of a shipment to Carrier by Broker. At the time each shipment is received by Carrier from Broker's customers Carrier shall request and obtain instructions concerning all handling, securing and product or freight requirements (heat, cold, moisture, etc.) of each shipment, including specification, on the bill of lading or otherwise and Carrier shall be solely liable for any damages to any shipment occurring from any such cause if Carrier either fails to do so or fails to comply with such instructions. Carrier is responsible for insuring that all freight is properly blocked and braced for transportation unless tendered to Carrier in a pre-loaded, sealed trailer, and Carrier is instructed not to break the seal(s) on the trailer, which fact must be noted on the bill of lading. Carrier is responsible to determine that the goods being shipped are in apparent good order and condition to the extent that such is ascertainable through a visual examination of the exterior of the goods shipped before loading and, in the event that they are not Carrier will contact Broker for further instructions.
7. **BILL OF LADING.** Carrier will issue and sign a standard, uniform straight bill of lading or other receipt acceptable to Broker and Broker's customers upon acceptance of goods for transportation. In the event that the terms and conditions of any bills of lading issued by Carrier in connection with a shipment transported pursuant to this agreement shall conflict with the terms and conditions of this agreement, the terms and conditions of this agreement shall govern and take precedence. Carrier assumes the liability of an interstate motor common carrier, as specified in 49 U.S.C. 14706 or any successor law or statute, for all freight transported pursuant to this agreement, from the time of receipt of said goods by the Carrier until proper delivery is made thereof. The receipt or bill of lading issued or executed by Carrier shall be prima-facie evidence of receipt of such goods in good order and condition by Carrier unless otherwise noted on the face of said document. In the event that Carrier's personnel are not allowed or afforded an opportunity to view and/or examine the goods shipped, prior to loading on the Carrier's vehicle, in order to ascertain the condition of those goods that the absence of any exception to the condition of the goods on the bill of lading shall not be conclusive against Carrier as to the condition of the goods when received. However, in such event, Carrier's personnel shall note on the bill of lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped. The parties agree that this agreement and operations performed hereunder are subject to 49 U.S.C 14706.
8. **SUBMISSION OF DOCUMENT/CLAIMS.** Carrier shall submit to Broker all required shipping documents within fifteen (15) days of delivery of each shipment transported pursuant to this agreement and Broker shall pay Carrier for each shipment tendered pursuant to this agreement the agreed compensation within twenty (20) days from receipt by Broker of (A) if applicable a written rate confirmation sheet (amendment to Appendix A), duly signed by Carrier acknowledging a change in compensation for any specific shipment or shipments, and (B) Carrier's freight bill with attached original bill of lading (or a readable copy thereof), without exception or notation, signed by the consignee at point of delivery as proof of delivery of the shipment in good order and condition. Only if no such bill of lading was provide at point of origin will a written and signed delivery receipt be acceptable as a substitute. Broker will not be responsible for the payment of any freight bills for any charges which are not substituted to be responsible for the

[Type text]

[Type text] CARRIER REPRESENTATIVE INITIAL _____

payment of any freight bills for any charges which are not submitted to Broker by Carrier within 180 days of the date of delivery of the shipment(s) represented on any such freight bills. Compensation due to carrier under this agreement may be withheld by Broker, in whole or in part to satisfy claims for loss or damage to shipments arising tendered to Carrier by Broker pursuant to this agreement. Any claims for overpayment or underpayment of transportation charges in connection with shipments transported pursuant to this agreement shall be presented in writing by the party asserting the claim to the other party within 60 days of the discovery of the claim by that party, but in no event will any such claims be asserted more than 180 days after the delivery of the shipment or shipments giving rise to any such claim. In the event that the parties cannot resolve any such claim among themselves within 30 days of presentation of such a claim, then the parties shall submit the claim to binding arbitration by a mutually agreeable arbitrator. If the parties cannot, in good faith, agree upon the arbitrator within 30 days than Broker shall select an arbitrator.

9. **FACTORING.** Carrier shall provide Broker written notice of any assignment, factoring or other transfer of its right to receive payments arising under this agreement thirty (30) days prior to such assignment factoring, or other transfer taking legal effect. Such written notice shall include the name and address of assignee-transferee, date, date assignment is to begin, and terms of the assignment, and shall be considered delivered upon receipt of such written notice by Broker. Carrier shall be allowed to have only one assignment, factoring or transfer legally effective at any one point in time. No multiple assignments, factorings or transfers by the Carrier shall be permitted. Carrier shall identify Broker against and hold Broker harmless from any and all lawsuits, claims, actions, damages (including reasonable attorneys fees, obligations, liabilities, and liens) arising or imposed in connection with, the assignment or transfer of any account or right arising thereunder where the Carrier has not complied with the notification of assignment requirements of this section. Carrier also releases and waives any rights, claim, or action against Broker for the amount due and owing under this agreement where Carrier has not complied with this notice requirements of this section such notices shall be marked to the address first recited above.
10. **CARRIER'S WARRANTIES.** Carrier warrants that it is a motor contract carrier of property duly authorized by the FMCSA to perform the transportation as provided herein and that all transportation performed by it for or on behalf of Broker and/or Broker's customers as a motor common carrier and the carrier's rates and tariffs as a motor common carrier shall not, except as may be specifically provided in this agreement the applicable to any transportation which it shall perform for and on behalf of Broker.
11. **CARRIER'S INSURANCE.** Carrier agrees at all times to carry general liability, auto liability, public liability and property damage insurance in amounts not less than one million dollars (\$1,000,000.00) and "all risk" cargo liability insurance in amount not less than one hundred thousand dollars (\$100,000.00) with an AM best (A) rated or better insurance company or companies approved by Broker, which policy shall not contain any restrictions such as deductible obligations or exclusions which are not approved or accepted by Broker, including exclusion based on driver's negligence, moisture and specific commodities which the Carrier is in fact actually hauling with Broker. Carrier warrants that at all times it will have on file with the FMCSA or any successor agency appropriate insurance forms. B.M.C. - 91 or 91X with regard to liability insurance, and B.M.C. - 34 with B.M.C. - 32 endorsement with regard to cargo insurance. Carrier will promptly furnish Broker with certificates of insurance that identify Broker as an additional insured under all general liability, auto liability, public liability and property damage insurance policies. Carrier will cause Broker, and any customer of Brokers as Broker shall direct, named insured, certificate holder and loss payee on cargo insurance policies (as their interests may exist) and will provide Broker with copies of all such policies and endorsements thereto. All certificates of insurance shall contain provision that Carrier or its insurance carriers shall give Broker no less than thirty (30) days prior notice of any cancellation of any insurance policy or coverages. Carrier or Its insurance carriers shall give cancellation of any insurance policy or coverages shall give Broker no less than thirty (30) days prior notice of any cancellations of any insurance policy or coverages or such cancellation shall not be effective as to Broker and/or its customers. Carrier shall also carry and maintain workers compensation insurance in the amounts required by law in the jurisdictions where the services hereunder will be performed, and employee's liability insurance in an amount of not less than five hundred thousand dollars (\$500,000.00) per occurrence. Absent applicable state laws or regulations to the contrary, none of carriers liability insurance policies specified herein above shall contain any exclusions for punitive damages. Carrier shall remain liable for any claim amounts regardless of the limits in its insurance coverage, the deductible or any exclusions. Carrier agrees to maintain a Best Financial Strength Rating (FSR) or "B+" or better throughout the term of this agreement. If

said rating should change at any point throughout the term of this agreement, Carrier shall notify Broker forty-five (45) days of the change as well as the new rating.

12. **CARGO CLAIMS.** Carrier shall pay all cargo lost or damage claims within sixty (60) days from the date of receipt of notice of such claim. Carrier assumes liability for all shipments transported pursuant to this agreement to the same extent as an interstate motor common carrier pursuant to 49 U.S.C. 14706. Carrier shall only be bound to transport any shipments with reasonable dispatch, unless a specified delivery date and/or time is communicated to Carrier prior the pickup of an individual shipment. "Reasonable dispatch" is the length of time that it would customarily and ordinarily take to transport a like shipment. No released value conditions, whether stated in the rates or otherwise, shall apply against Broker or its customers. Carrier shall not be liable for any loss, damage or delay caused by the act of God, public enemy, the authority of law, the act or default of the shipper or owner, or due to the inherent vice on of the goods shipped. Carrier shall be liable for and responsible to pay Broker for any loss or damage claims Broker may incur or pay to its customers on account of any transportation services performed by Carrier, for Broker. In the event branded or labeled goods are damaged, Broker's customers may determine, with its sole discretion, and subject to a reasonableness standard, whether the goods may be salvaged, and if salvageable the value of such salvage. Any salvage receipts shall be credited against Broker's customer's claims against Carrier. Broker's customers shall have the right to remove all identifying marks or labels when Carrier pays to Broker or Broker's customers the full value of the damaged goods and requests possession of the goods for salvage. Alternatively, the goods shall be permanently marked as (damaged) or a similar notation, without debiting or otherwise charging Broker's customers on account of such notations.
13. **APPLICATION OF CONTRACT.** This contract applies to the tender by Broker and/or the transportation by Carrier of both commodities that are regulated and those that are unregulated pursuant to Federal Law or regulation and the tender and/or transportation of such commodities in mixed or unmixed loads. This agreement also applies to intrastate transportation where such does not result in a violation of any state or local law or regulation and mixed loads of interstate and/or unregulated and intrastate freight.
14. **MILEAGE AND ACCESSORIAL CHARGES.** For each freight movement or shipment, the parties may specify the mileage to apply for the purposes of computing transportation charges if the mileage rate schedule applies. Otherwise, the mileage according to the then current household goods Carrier's mileage guide will apply. There shall be no charge for waiting time or demurrage other than as provided for in this paragraph. Carrier shall allow two (2) hours of free time for loading and after that free time has expired. Broker shall pay for waiting time at a rate of \$35.00 per hour, not to exceed a total of \$150.00. Carrier shall allow two (2) hours of free time for unloading and after that free time has expired. Broker shall pay for waiting at a rate of \$35.00 per hour, not to exceed a total of \$150.00. in order to be eligible to receive payment for waiting time, Carrier must first furnish to Broker signed, written proof of the time of arrival of the subject vehicle for loading/unloading and the time of completion of the loading/unloading on the bill of lading for the subject shipment or other appropriate and acceptable (to Broker) shipping document. Time spent waiting prior to the time of opening for business of the consignor or consignee, as the case may be, shall not be included in the computation of either free time or waiting time. In order to receive payment for waiting time Carrier must first give Broker telephone notice that chargeable waiting time is about to commence or occur so that Broker has an opportunity to intervene with the consignor/consignee in order to avert or minimize such charges for waiting time. Carrier shall not be entitled to any payment for waiting time which was caused due to an act of God, the public enemy, the authority of law, strikes or act of the Carrier. Appointments for loading and unloading are to be made at no additional charge. Load shall be held for delivery at no charge. Upon the request of the consignor and/or consignee of any shipment transported by Carrier pursuant to this agreement for Carrier to load and/or unload any such shipment from Carrier's vehicle. Carrier shall provide such loading and/or unloading service, as its own, sole expense unless otherwise provided for in a rate confirmation sheet from Broker for a specific shipment.
15. **NO BACK-SOLICITATION.** Carrier agrees that neither it, nor any of its employees or agents, shall solicit, directly or indirectly, any customers, customers business, customers freight, freight or business of Broker with whom or which it or they first came into contact with or become aware of as a result of any shipment tendered to Carrier by Broker pursuant to this agreement. To the extent that the Carrier was transporting freight for a customer of Broker's prior to the tender of that customer's freight to Carrier by Broker this prohibition shall apply only to specific business or lanes of traffic or freight movement which Carrier, its employees or agents first came into contact with or become aware of as a result of any shipments tendered to Carrier by Broker pursuant to this agreement. Carrier agrees that during the

term of this agreement and for a period of two (2) years, commencing with the termination of this agreement, Carrier will not engage in any activity in any way involving or related to the solicitation, or transportation as a consequence thereof, of freight, of any kind, such as identified in this paragraph, for or on behalf or belonging to any entity or person, natural or otherwise, who was or is a customer of Broker, during the terms of the agreement, any extensions or renewals of this agreement, or any extension or renewals of this agreement, or any predecessor agreement of like kind between the parties hereto. The term "Carrier" as used in this paragraph shall include Carrier, and all agents of employees of Carrier, and any party which Carrier may contract with to provide equipment for use in transporting freight. In the event that the Carrier violates any provision of this paragraph, then Carrier shall pay to Broker, not as a penalty but as liquidation damages, a sum equal to three (3) times the gross revenues derived from any such transportation by Carrier, plus Brokers actual attorney's fees.

16. **CONFIDENTIALITY.** All information furnished to Carrier by Broker in the course of performing its work and/or rendering services pursuant to this agreement, whether or not it is marked or specifically identified as "proprietary," or "confidential" shall be deemed to be business proprietary information of Broker and/or its customers. Carrier agrees not to disclose any such information, directly or indirectly to any third party nor to use any such information other than in performance of work and/or rendering services pursuant to this agreement and agrees not to use Broker and/or Broker's customers name for promotional or other purposes without prior written consent.
17. **NOTICES.** Any notice, request, direction, instruction or otherwise communication relating to the transactions contemplated by this agreement shall be in writing, shall be sent and shall be deemed to have given when sent postage prepaid by certified mail, return receipt requested or by premium private courier or delivery service to the address recited herein above, or in such other manner or to such other address as shall have been designated, in compliance with this paragraph by the party to which such notice, request, direction, instruction or other communication is to be given.
18. **COMMUNICATIONS.** Carrier and Broker intend and hereby agree to use the entire variety of communications and information transmission means available, whether available presently or in the future, to communicate agreements, modifications, rates, instructions, equipment and load location, and any other information helpful or necessary to carry out the intentions of the parties herein. Such communications and information transmission presently includes telephone, telecopier, software, email internet, electronic funds transfer, satellite, and information received from third parties (including affiliates of Broker, outside billing companies and freight payment entities). But this is not intended to be limiting the manner of future communications as they develop.
19. **BINDING EFFECT/ASSIGNMENT.** This assignment shall extend to and be binding upon the heirs executors, successors, or assigns of Broker and Carrier. Either party may assign its rights or obligations hereunder. This contract shall not be rendered unenforceable by virtue of any failure or alleged failure to comply with the provisions of any statute or regulation applicable to transportation contracts, and the parties expressly waive any right that they might otherwise have to challenge the validity of this contract on such grounds, which waiver shall be binding on the respective assigns, heirs, or successors in interest.
20. **COUNTERPARTS.** This agreement may be executed in one or more counterparts and each of such counterparts shall for all purposes be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.
21. **GOVERNING LAW – VENUE.** This agreement shall be governed by and construed in accordance with the laws of the state of Illinois. Any legal action arising under or pursuant to this agreement shall be brought and maintained only in courts located in Cook County, Illinois.
22. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understanding either oral or written. Broker may from time to time modify or amend the terms or conditions of this agreement by means of a written amendment which it shall promptly mail or otherwise transmit to Carrier. Said modification or amendment shall become effective three (3) days after transmission by Broker. Carrier's continued acceptance of freight tendered by Broker or Broker's customers thereafter shall constitute acceptance by Carrier of such modification or amendment to this agreement shall be in writing and, except as otherwise provided for in this paragraph, must be signed by a duly authorized representative of each party hereto. In the event that any portion of this agreement is declared void or unenforceable than such provisions shall be deemed served from this agreement which shall otherwise remain in full force and effect.

[Type text]

[Type text] CARRIER REPRESENTATIVE INITIAL _____

- 23. **FORCE MAJEURE.** The performance of either or both parties hereto shall be excused and abandoned if such is prevented or substantially impeded by any act of God, the public enemy, the authority of law, natural disaster or other like event, for the duration of such event. The party who is unable to perform because of such event shall give the other party notice of the same within 24 hours of the occurrence of such event or its performance hereunder will not be excused.
- 24. **ENFORCEMENT/ATTORNEY'S FEES.** In the event either party incurs attorneys fees, costs or expenses in enforcing any of the provisions of this contract, or an exercising any right or remedy arising out of any breach of this contract by the other party, the prevailing parties shall be entitled to an award of attorney's fees, costs and expenses against the defaulting party.
- 25. **HEADINGS, NON-WAIVER.** All section headings in the agreement are inserted for convenience only and shall not affect any construction or interpretation of this agreement if either party fails to enforce, or waives the breach of any term or condition of this agreement, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor any other part of this agreement, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or relating to this agreement.
- 26. **SURVIVAL OF RIGHTS.** All rights or obligations arising under this agreement shall survive termination of this agreement.

IN WITNESS WHERE OF, the parties hereto have caused this agreement to be executed as of the date first above written.

Fox Transportation Services, Incorporated

10 East Progress Road

Lombard, Illinois 60148

Broker

By 

Thomas W. Fox, President

Carrier _____

By _____

Title _____