

**EXPRESS LOGISTICS, LLC
540 BARLEY LANE
WINCHESTER, VA 22602**

**AGREEMENT BETWEEN PROPERTY
BROKER AND CONTRACT CARRIER**

This agreement, made and entered into the _____ day of _____, 20____, by and between **EXPRESS LOGISTICS, LLC**, located at **540 BARLEY LANE, WINCHESTER, VA 22602**, hereafter designated as **BROKER**, and _____ hereafter designated as **CARRIER**:

WITNESSETH:

WHEREAS, **BROKER** holds License **MC-514670-B** issued by the Interstate Commerce Commission which authorizes **BROKER** to arrange for the transportation of property (except household goods) between all points in the United States; and

WHEREAS, **CARRIER** is a motor contract carrier in interstate and foreign commerce under Permit MC _____ issued by the Interstate Commerce Commission, a copy of which is attached as *Appendix A*; and

WHEREAS, **CARRIER** desires to utilize the services of **BROKER** in arranging for transportation, and **BROKER** desires to perform such services;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed that:

1. **CARRIER** agrees to accept lawful shipments of property offered it by **BROKER**, subject to the capacity of **CARRIER'S** equipment and facilities, to transport such shipments to the destinations designated by **BROKER** and to provide a service designated to meet the specialized transportation requirements or special arrangements required by the underlying shipper and/or by **BROKER**. In the event **CARRIER** is unable to supply services within the time requested by **BROKER**, it shall so advise **BROKER** and arrange to provide service at a later date, or the **BROKER** may, if desires elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of the terms of this contract.

2. CARRIER will issue and sign a standard bill of lading or receipt acceptable to the BROKER and underlying shippers on acceptance of the goods and CARRIER assumes the liability of an interstate common carrier from the time of receipt of said goods by the CARRIER until proper delivery is made, and such receipt of bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the face of such document. All such documents shall show the actual consignor and consignee and the BROKER shall appear in the "BILL TO" Section and in the "SPECIAL INSTRUCTIONS" Section as being "shipped under contract authority with the BROKER."
3. BROKER agrees to employ the services of CARRIER, and CARRIER agrees to transport for BROKER and its underlying shippers, not less than 100,000 pounds of freight in a series of shipments for every twelve (12) months that this contract continues in effect.
4. BROKER agrees to pay CARRIER for transportation service in accordance with the schedule of rates and charges attached to and made part of the Agreement as Appendix B. All rates may be changed by mutual consent in writing, or the mailing or electronic transmission of confirmation of verbal adjustments effective on the date of such mailing or transmission. CARRIER agrees that it will look exclusively to BROKER for payment of CARRIER'S Appendix B rates and charges, and CARRIER hereby expressly waives any claim it may have for unpaid rates or charges against the consignor or consignee of any shipment handled under this Agreement.
5. BROKER may bill SHIPPER directly on behalf of CARRIER and payment thereof by the SHIPPER to the BROKER shall relieve the SHIPPER of any liability to the CARRIER for non-payment.
6. It is the intent of the parties that the CARRIER shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. CARRIER agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pensions and benefits of CARRIER'S employees and agents (including owner-operators) utilized by CARRIER in the performance of the Agreement.

7. CARRIER agrees to indemnify and save harmless the BROKER from any and all claims of any nature whatsoever arising out of CARRIER'S operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence of legal liability of CARRIER, its employees or agents, which may occur during the performance of services under this Agreement. CARRIER further agrees to procure and to keep and maintain insurance coverage as specified by the Department of Transportation and the Interstate Commerce Commission, and to maintain insurance coverage for cargo loss and/or damage in the amount of \$100,000.
8. CARRIER agrees not to directly or indirectly attempt to circumvent BROKER'S relationship with any shipper, which includes, but is not limited to; back-solicitation as well as attempts to arrange customer pick ups from shippers, for a period of two (2) calendar years from date of this contract. In the event of violation of this portion of the agreement, CARRIER will forfeit 20% of any and all revenues gained from back-solicitation.
9. Claims for loss or damage received by BROKER within any period of limitation shall be deemed timely filed with the CARRIER, provided the BROKER transmits the necessary documentation in a reasonable time to the CARRIER. Documentation, which reasonably establishes the nature, extent, and value of the loss, shall be deemed adequate. Claims liability and payment shall be directly to and for the benefit of the shipper.
10. This Agreement applies to regulated and unregulated commodities and services as well as interstate and intrastate transportation (where permitted), and the transportation of mixed or unmixed loads.
11. This Agreement shall be for a period of two (2) years and from year to year thereafter until cancelled by either party by thirty (30) days written notice to the other.
12. This agreement shall be interpreted according to the laws of the State of Virginia except that any state or period of limitation applicable to interstate transportation shall apply. All actions affecting this

Agreement shall be brought in the State of Virginia in the court of proper jurisdiction nearest the office of the BROKER, and CARRIER consents to service by registered mail at its principal office as indicated below.

- 13. If any part or provision of the Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.

IN WITNESS WHEREOF, the parties by their duly authorized officers or agents have executed this Agreement on the day and year first above set forth.

EXPRESS LOGISTICS, LLC(Broker) _____(Carrier)

By:  _____

By: _____

Address: 540 Barley Lane
Winchester, VA 22602
Telephone: 540-535-1055
Fax: 540-535-1056

Address: _____

Telephone: _____
Fax: _____
Cell Phone: _____



Phone: 540-535-1055
 Fax: 540-535-1056
 Email: winchexp@visuallink.com

Direct Deposit Agreement, Change, and/or Cancellation Form and Authorization Agreement

Your Company authorizes Express Logistics LLC to initiate automatic deposits to your Company's account at the financial institution named below. Your Company also authorizes and permits Express Logistics LLC to make withdrawals from this account if a credit entry is made in error.

New Setup:

Name of Financial Institution: _____
 Account Number: _____
 Routing Number: _____
 Checking: _____ Savings: _____
 Email Address or Fax Number for Remittance Notices: _____

Change Request:

Old Account Information

Financial Institution: _____
 Account Number: _____
 Routing Number: _____
 Checking: _____ Savings: _____

New Account Information

Financial Institution: _____
 Account Number: _____
 Routing Number: _____
 Checking: _____ Savings: _____

Cancellation Request:

_____ I hereby request Express Logistics LLC to cancel my Company's Direct Deposit

Payment Terms (Please select one)

_____ 1 Day at 3.5%
 _____ 14 Day (No Fee for Direct Deposit)

 Company Name

 MC# or DOT#

 Signature

 Title

** Please include copy of voided check. Direct Deposit is only available on continental United States bank account.



Phone: 540-535-1055
Fax: 540-535-1056
Email: winchexp @visuallink.com

Comcheck Advance Authorization

- Comcheck Advances are available only after freight has been loaded (50% maximum, \$3,000 limit)
- Please indicate who you authorize to obtain Advances. If no selection is made advances will be given to any person representing your company.

Drivers are permitted to receive fuel advances via Comcheck. Yes _____ No _____

Dispatchers are permitted to receive fuel advances via Comcheck. Yes _____ No _____

(50% maximum, \$3,000 limit, \$20 Fee will be taken out of remaining balance)

- Express Logistics LLC can only issue Comcheck Fuel Advances upon confirmation from the shipper that the truck has been loaded. If the shipper is not available, we may request a fax copy of the shipper's bill of lading prior to issuing advance.
- Advances will only be given Monday thru Friday during regular business hours (8am to 4pm).

Carrier: _____

MC#: _____

Name: _____

Signature: _____

Title: _____

Date: _____

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)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input 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)
City, state, and ZIP code		
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								

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

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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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 www.irs.gov/w9 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

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

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.



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
April 11, 2005

LICENSE
MC-514670-B
EXPRESS LOGISTICS, LLC
WINCHESTER, VA

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



HONORS

EXPRESS LOGISTICS, LLC.

AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 2009

This certificate of membership recognizes your

***Leadership** in the third party logistics industry,*

***Commitment** to customer service, and*

***Dedication** to ethics and excellence through adherence to the
TIA Code of Ethics.*

Issued for the 2010 membership year by the
Transportation Intermediaries Association

A handwritten signature in black ink, appearing to read 'Robert A. Voltmann', written over a horizontal line.

Robert A. Voltmann
President & CEO

A handwritten signature in black ink, appearing to read 'Chip Smith', written over a horizontal line.

Chip Smith
Chairman, TIA Board of Directors

Commonwealth of Virginia



STATE CORPORATION COMMISSION

Richmond, January 27, 2005

This is to certify that the certificate of organization of

EXPRESS LOGISTICS, LLC

was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: January 27, 2005



State Corporation Commission

Attest:

Joel H. Beck
Clerk of the Commission

Express Logistics LLC

Carrier References

- **Lynch Trucking, Tom Lynch, (571)215-3059**
- **V&V Trucking, Vern Strawderman, (540)405-1743**
- **Mark Gilbert Trucking, Mark Gilbert, (540)325-1013**
- **Packard Transport, Eric – Ext.3, (800)727-7225**
- **William McDonald Trucking, Billy McDonald, (540)327-4994**
- **H.J. Fleming Trucking, H.J. Fleming, (304)616-6796**

Additional references available upon request.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

Bond Serial No. 20131007683

FORM BMC-84

Filer FMCSA Account Number: 22010-00

License No(s): 514670

KNOW ALL MEN BY THESE PRESENTS, that we, EXPRESS LOGISTICS LLC (Name of Broker or Freight Forwarder)

of 540 BARLEY LN WINCHESTER VA 22601 (Address)

as PRINCIPAL (hereinafter called Principal), and AMERICAN ALTERNATIVE INSURANCE CORPORATION (Name of Surety)

a corporation, or 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 DELAWARE (hereinafter called Surety), are held and firmly bound unto the United States of America in the sum of \$75,000 (Penalty Amount)

for a broker or freight forwarder, 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 or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to 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 either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers 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 Motor Carrier Safety 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 Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 08 day of October, 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 Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA 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 herein before 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 FMCSA 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 08 day of October, 2013.

PRINCIPAL

EXPRESS LOGISTICS LLC
COMPANY NAME
540 BARLEY LN
STREET ADDRESS
WINCHESTER VA 22601
CITY, STATE, ZIP CODE

MICHAEL HOFMANN, PRESIDENT/OWNER
(type or print Principal officer's name and title)

[Handwritten Signature]
(Principal officer's signature)

Theodore Good
(type or print witness's name)

[Handwritten Signature]
(witness's signature)

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

[Handwritten Signature]

Matthew L. Zehner, Attorney-in-Fact

[Handwritten Signature]

Jennifer E. Rome, Witness

