



Global Logistic Solutions, LLC

PHONE 901-757-5858 • FAX 901-755-3083 • Watts 888-594-8094
1181 Vickery Lane • Suite 101 • Cordova, TN 38016

ATTN: CARRIER PLEASE FAX PACKET BACK TO 1-901-755-3083

From: Mary / Pam / Michael

Urgent

For Review

Please Comment

Please Reply

Dear Carrier,

Thank you for considering Global Logistic Solutions, LLC as your transportation broker. Attached is a copy of our Agreement for Motor Transportation for your review and signature. This agreement will remain in effect as long as proper authority and insurance is maintained and /or the agreement is terminated, subject to the right of either party, as stated in the agreement.

After approval please fax the signed agreement along with the completed W9, insurance certificate, and authority to 901-755-3083. If you have any questions please call 1-901-757-5858. Global Logistic Solutions, LLC looks forward to working with you in meeting your transportations needs.

Cc

01/16



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
September 13, 2005

LICENSE
MC-532545-B
GLOBAL LOGISTIC SOLUTIONS, LLC
ROSSVILLE, TN

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.

Angel Sebastian, Chief
Information Systems Division

BPO

GLOBAL LOGISTIC SOLUTIONS

Agreement for Motor Transportation

THIS AGREEMENT, (the "Agreement") made as of the _____ day _____.

2016 between _____ (hereafter referred to as "Carrier") and Global

Logistic Solutions, LLC located at 1181 Vickery Lane, Suite 101, Cordova, TN 38016 (hereafter referred to as "Broker").

WITNESSETH

- 1) Global Logistic Solutions is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle MC # 532545.
- 2) Carrier is duly licensed contract motor carrier operating under Docket No. MC# _____ issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities.
- 3) Carrier agrees to accept lawful shipments of property offered it by Broker subject to the capacity of Carrier's equipment and facilities, and to transport such shipments to the destinations designated 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 Broker may, if it 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.
- 4) Carrier agrees to maintain and keep in full force and effect at its own expense a minimum of \$100,000.00 per vehicle cargo liability insurance covering all goods moved by Carrier under the terms of this Agreement. Carrier will also maintain a minimum of \$1,000,000.00 per occurrence Automobile liability insurance. Carrier shall furnish to Broker a Certificate of Insurance evidencing said insurance coverage and naming Broker as a Certificate Holder on said policy.
- 5) Carrier, at its own cost and expense, shall provide motor vehicles and equipment for use in the services performed hereunder, and shall maintain such vehicles and equipment in good and efficient condition both as to operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicle such licenses and permits as are required by Local, State or Federal authorities with respect to such transportation activities and shall comply with all laws and regulations applicable thereto.
- 6) From the date of this Agreement forward, each shipment tendered to Carrier for transportation between points of origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and such shipments will be governed solely by the provisions of law applicable to contract motor carriers, as set forth in this agreement.
- 7) Carrier agrees to immediately notify Broker of any accident or event which impairs the safety of or materially delays delivery of, goods or shipments, and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
- 8) Carrier will issue and sign a standard bill of lading or receipt acceptable to Broker and underlying shippers on acceptance of the goods and Carrier assumes the liability of interstate

common carrier from the time of receipt of said goods by the Carrier until proper delivery is made, and such receipt or bill of lading shall be prima face evidence of receipt of such goods in good order and conditions unless otherwise noted on the face of such document. All such documents shall show the actual consignor and consignee and Global Logistic Solutions shall appear in the "Bill To" section and the "Special Instructions" section as being "shipped under contract authority with Global Logistic Solutions".

- 9) Carrier will bill Broker and Broker will pay Carrier for freight charges payable to Carrier on freight shipments tendered by Broker to Carrier. Carrier's freight charges will be based on a Rate Confirmation amount negotiated between Broker and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to the Agreement.
- 10) Broker will be bill the shipper/consignee for each shipment moved by the Carrier and payment thereof by shipper/consignee to Broker shall relieve the shipper/consignee of any liability to Carrier for nonpayment.
- 11) Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during this Agreement.
- 12) It is the intent of the parties that Carrier shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with this 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 this Agreement.
- 13) (a) Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this Agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49CFR Part 370. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this Agreement and in the event of conflict, this Agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any carriers rates, rules, classification, practice, schedule or tariff.

(b) Carrier agrees to indemnify and save harmless Broker from any and all claims of any nature whatsoever arising out of Carrier's operations and activities hereunder, including with limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of Carrier, its employees or agents, which may occur during the performance of services under this Agreement, including court costs and attorney's fees incurred in defending or processing such claims.
- 14) Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any account referred to it by Broker for a period of one (1) year following the date of the initial referral or the date of services last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of Broker's accounts. In the event that Carrier breaches this provision, Carrier shall be liable to Broker for commission in the amount of thirty (30%) percent of the gross revenue per load on any freight so transported by Carrier for any of Broker's accounts together with interest at the rate of ten (10%) percent per annum and all cost and reasonable legal fees in the event legal proceedings are necessary to collect said accounts. This commission is payable during the period in which this Agreement by either party. The provisions of this paragraph shall be applicable to Carrier and its officers,

directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries, and affiliates.

- 15) The Agreement shall remain in effect until terminated subject to the right of either party hereby to cancel or terminate the Agreement at any time upon notification of thirty (30) days written notice of one party of the other.
- 16) This Agreement shall be governed by the laws of the State of Tennessee except that any statute or period of limitation applicable to interstate transportation shall apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United States Federal Court sitting in Tennessee or in any General Sessions or Chancery Courts or Tennessee in connection with any such suit, action, or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of Carrier or Broker in respect to any such suit, action or proceeding will be heard or determined only in any such court.
- 17) If any part of this Agreement is determined to be contrary to the law of regulation or any jurisdiction, such determination shall not affect the validity of any other terms or conditions.
- 18) Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.
- 19) Broker agrees to pay Carrier, in accordance with the Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of Carrier's invoice referencing Broker's confirmation number, the original bill of lading and proof of delivery. Broker may withhold from compensation due Carrier, amounts sufficient to satisfy claims for loss, damage, injury or delay arising out of transportation of shipments under this Agreement.
- 20) Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, Bill of Lading or shipping document shall be confidential and shall not be disclosed by Carrier to persons other than its officers, directors, employees, agents, attorney, accountants, and auditors. Broker has the right at its sole and absolute discretion to disclose any such information to one or more of its vendors, customers, or consignee. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of five (5) years.
- 21) Without the prior written consent of Broker, Carrier shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted services by railroad or other modes of transportation.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date first written above.

Carrier: _____

Broker: Global Logistic Solutions

By: _____

By: Pam Beck /Mary Fryman

Title: _____

Title: Owners

Address: _____

Address: 1181 Vickery Lane, Ste 101, Cordova, TN 38016

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: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ ☐ 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.

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								
				-				

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 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:

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.



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In order to comply with the FCC junk fax prevention act, we are requesting your Signature for permission to send faxes.

By signing below you give Global Logistic Solutions, LLC the right to send faxes to your company.

Signature

Date

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.



United States Department of Transportation
Federal Motor Carrier Safety Administration

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

Bond Serial No. 20131107725

FORM BMC-84

Filer FMCSA Account Number: 22010-00

License No(s): 532545

KNOW ALL MEN BY THESE PRESENTS, that we, GLOBAL LOGISTIC SOLUTIONS LLC

(Name of Broker or Freight Forwarder)

of 571 MORRISON RD. ROSSVILLE TN 38066

(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. 99-562, created and existing under the laws of the State of DELAWARE (hereinafter called Surety), are held and firmly bound unto the United

(State)

States of America in the sum of \$75,000 for a broker or freight forwarder, for which payment, well and truly to

(Penalty Amount)

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. 13905(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 02 day of November, 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 November, 2013

PRINCIPALGLOBAL LOGISTIC SOLUTIONS LLC

COMPANY NAME

571 MORRISON RD.

STREET ADDRESS

ROSSVILLE TN 38066

CITY, STATE, ZIP CODE

MARY FRYMAN, MANAGING PARTNER

(type or print Principal officer's name and title)

Mary P Fryman

(Principal officer's signature)

Pam Beale

(type or print witness's name)

Pam Beale

(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

Matthew L. Zenner

Matthew L. Zenner, Attorney-in-Fact

Jennifer E. Rome

Jennifer E. Rome, Witness



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