

## Welcome to Dedicated Logistics Brokerage Network!

Thank you for your interest in working with the Dedicated Logistics Brokerage team. To become a Carrier Partner, please follow the instructions provided below:

- 1) Complete the contract and return before hauling for DLI
- 2) Use black or blue ink only *and* initial or sign ALL pages.
- 3) Page 6 must be signed by an Officer of the company
- 4) Fax pages 1 through 8 back to us at **800-323-6351**. We also require the following supporting documents with your fax.

- Copy of your company's Federal Operating Authority.

This will be a certificate or permit for contract or common carrier authority showing the carrier's MC number and legal company name with Tax Identification Number and Certification (form W9).

- Copy of Current Insurance Certificate w/Dedicated Logistics as the Certificate Holder; Address to appear on certificate:
  - Dedicated Logistics Incorporated
  - 2900 Granada Lane North
  - Oakdale, MN 55128

The minimum requirements are as follows:

General Liability: \$1,000,000  
Auto Liability: \$1,000,000  
Cargo Liability: \$100,000

- Copy of Current Safety Rating.

If you do not have a safety rating from SAFER, please provide applicable references.

- Copy of IRS Form W-9

A blank copy of this form is provided in enclosure (1) for your convenience.

The following enclosures are for your information:

Enclosure (2)	Sample of Addendum with explanations
Enclosure (3)	Payment Procedures
Enclosure (4)	Dedicated Logistics Broker Authority
Enclosure (5)	Dedicated Logistics Surety Bond



**DEDICATED LOGISTICS, INC.**

Any changes made to the contract will delay processing. DLI will execute your signed contract and fax or mail our signature copy back to you.

## MASTER CONTRACT CARRIER AGREEMENT

THIS MASTER AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Dedicated Logistics, Inc., a Minnesota corporation with its principal office at 2900 Granada Lane N, Oakdale, Minnesota 55128, Property Broker license No. MC-700327 ("**Broker**") and \_\_\_\_\_ with its principal office at \_\_\_\_\_ ("**Carrier**").

### WTTNESSETH:

WHEREAS, Carrier is engaged in the business of hauling and transporting goods and merchandise by motor vehicle as a contract carrier;

WHEREAS, Carrier represents that it has appropriate authority from any and all governmental agencies to conduct its business;

WHEREAS, Broker is engaged in the business of soliciting goods and merchandise for transportation by motor vehicle on behalf of contract carriers; and

WHEREAS, Carrier is desirous of retaining the services of Broker to secure such goods and merchandise for transporting as offered by Broker.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and accepted, Carrier and Broker hereby agree as follows:

1. **APPOINTMENT AND AUTHORIZATION**

Carrier hereby appoints and retains Broker as its agent to solicit and secure on Carrier's behalf goods and merchandise available for transportation by motor vehicle to further act as Carrier's agent to the extent that this Agreement specifically provides. Carrier hereby authorizes Broker to act with full power and authority on Carrier's behalf for the sole purposes expressed in this Agreement.

2. **COMMODITIES**

Carrier agrees to transport by motor vehicle between points in the United States all general commodities (excluding Classes A and B explosives, household goods, hazardous materials or waste and commodities in bulk except for de minimis quantities contained within shipments primarily consisting of general commodities other than these items) which are tendered by Broker and accepted by Carrier for transportation from time to time pursuant to the terms and conditions of this Agreement.

3. **BROKER OBLIGATION:** Broker agrees to solicit and secure shipments of the above-referenced commodities for transportation by motor vehicle between points in the United States (“*Available Freight*”) and may offer such Available Freight to Carrier for shipment pursuant to the terms and conditions of this Agreement. If Broker decides to offer Available Freight to Carrier, Broker shall inform Carrier of the origin(s) and destination(s) of the Available Freight, the required dates and times of pick-up(s) and deliver(ies) of the Available Freight at each origin and destination, a general description of the Available Freight and the compensation rate to be paid to Carrier for transporting the Available Freight.
  
4. **CARRIER OBLIGATION.**
  - (a) Carrier may accept at its discretion any Available Freight offered by Broker by informing Broker orally, in writing or by any other means. Upon Carrier’s acceptance of Broker’s Available Freight, such freight shall become “**Accepted Freight.**” Carrier agrees upon receipt of the Accepted Freight from the origin shipper(s) designated by Broker to issue receipts and uniform (standard) bill(s) of lading in conformance with the terms of this Agreement and the terms and conditions of the said bill(s) of lading (the “**Bills of Lading**”). The Bills of Lading shall contain the standard provisions as to the filing and settlement of claims and will serve as exclusive evidence of the receipt of Accepted Freight by Carrier in good order and condition unless otherwise specifically noted on the face thereof. The Bills of Lading shall note that the Accepted Freight was transported by Carrier.
  
  - (b) If after Carrier has accepted a shipment of Available Freight from Broker and such Available Freight has become Acceptable Freight and Carrier is thereafter unable to meet the agreed conditions for the transportation, pick-up and delivery of such Accepted Freight, Carrier shall advise Broker immediately. In such event, if Broker desires, Broker may designate another transportation provider instead of Carrier to transport such Accepted Freight. If Broker is able to secure such an alternative transportation provider for such Accepted Freight, the Carrier’s failure to comply with the terms and conditions originally agreed to for such Accepted Freight shall not constitute a breach of this Agreement.
  
5. **CONFIRMATION.** Within twenty-four (24) hours of the time at which Available Freight becomes Accepted Freight, Broker shall issue to Carrier a written confirmation of the agreed upon terms and conditions for such Accepted Freight in the form attached hereto as Addendum A and incorporated herein by reference (the “**Confirmation**”). Broker shall issue a separate Confirmation for each shipment of Accepted Freight. Carrier shall be conclusively presumed to have agreed to and accepted the terms and conditions set forth on such Confirmation as complete and correct unless Carrier objects to such terms and conditions prior to pick-up of the Accepted Freight. Upon loading of the Accepted Freight, Carrier further represents and warrants that the terms and conditions contained in the Confirmation for such Accepted Freight are sufficient and shall not be subject to a later claim for undercharges.

If the specific shipping schedule for any shipment of the Accepted Freight changes, Broker and Carrier may verbally amend the terms and conditions of the Confirmation for such Accepted Freight, provided, however, that such verbal amendments shall be reduced in writing within twenty-four (24) hours of the movement of such Accepted Freight in order to remain binding between the parties. All issued Confirmations are hereby made part of this Agreement and incorporated herein.

6. COMPENSATION OBLIGATION.

- (a) In consideration of the services provided by Carrier under the terms and conditions of the Agreement and the Bill(s) of Lading, for each shipment of Accepted Freight, Broker agrees to pay Carrier the charges contained in the Confirmation applicable to such shipment of Accepted Freight. Carrier shall invoice Broker exclusively for such charges.

For rates computed on a per mile basis, mileage shall be determined by using the Rand McNally Milemaker, including reissues thereof or amendments thereto. Distance rates will be applied to the total miles from point of origin to point of final destination through any intermediate stopoff points.

- (b) Broker shall pay Carrier the applicable charges contained in the Confirmation for each shipment of the Accepted Freight within thirty (30) days of receipt by Broker of Carrier's original Bill(s) of Lading, freight bill(s), and delivery receipt(s) regarding such Accepted Freight. In the event of a claim pursuant to Section 7 of this Agreement, Broker may withhold payment on the Accepted Freight under which the claim arises until such time as the claim is settled.
- (c) Carrier specifically acknowledges that Broker will not notify Carrier of improperly submitted documentation for a shipment of Accepted Freight and that a minimum of \$25.00 in administrative fees per occurrence will be deducted from the Carrier's compensation for a shipment of Accepted Freight if additional research is required for Broker's proper administration and payment for such shipment of Accepted Freight because of improper documentation.
- (d) Carrier authorizes Broker, as an agent for and on behalf of Carrier, to invoice the shipper, receiver, consignor or consignee of Accepted Freight for all applicable freight charges with respect to such Accepted Freight. Broker shall invoice such shipper, receiver, consignor or consignee exclusively and payment shall be made to Broker. Such shipper, receiver, consignor or consignee shall have no liability to Carrier for payment of the charges contained in any Confirmation.

7. CLAIMS. Carrier shall determine whether each shipment of Accepted Freight has been loaded in a proper and safe manner suitable for shipment. Carrier may reject any Accepted

Freight if such determination cannot be made without such rejection constituting a breach of this Agreement, and in this event, Carrier shall immediately report this fact to Broker.

Carrier shall also immediately report to Broker any shortage, overage or damage to the Accepted Freight prior to leaving the shipper's or receiver's facility. Carrier's liability shall begin at the time Accepted Freight is loaded in or on Carrier's equipment at the point of origin, and continue until said Accepted Freight is delivered to the designated consignee or receiver at the destination(s). All loss, damage, shortage or overage to Accepted Freight must be noted in detail on the Bill(s) of Lading for such Accepted Freight. Broker shall submit all claims for loss or damage to Accepted Freight to Carrier in writing. Carrier shall respond to any claims submitted by Broker within thirty (30) days of the date of such written claim. If Carrier does not respond to a claim within such 30-day period, Broker is authorized to deduct the full amount of the claim from Carrier's compensation for such Accepted Freight. Carrier's liability with respect to any lost or damaged item(s) shall be the replacement cost of the lost or damaged item(s).

8. **FORCE MAJEURE.** Neither party hereto will be liable for the failure to tender or timely transport of Accepted Freight under this agreement, in the event of invasion, insurrection, strikes, lockouts, riots, civil war, commotion, military action or acts of God.
9. **INSURANCE.** Carrier shall at all times during the life of this Agreement carry the following insurance coverage:
  - (a) Public liability and property damage with a combined single limit of at least \$1,000,000, including coverage for automobile liability and commercial general liability, and workers' compensation insurance to the extent required by applicable law. Such insurance policy or policies shall name Broker as an additional insured with respect to liabilities for personal injury, including death, and property damage arising out of the ownership, maintenance, use or operation of the equipment to be used by Carrier in performing its obligations under this Agreement.
  - (b) Cargo insurance with a single limit of at least \$100,000. The cargo insurance shall meet the requirements of all applicable laws. To the extent not addressed by this Agreement, claims for loss and damage of Accepted Freight, and any salvage arising therefrom shall be handled and processed in accordance with the procedures as published in the Code of Federal Regulations (49 C.F.R. Section 1005).

Prior to the dispatch and pick-up of Accepted Freight, Carrier shall cause its insurance carrier(s) to forward to Broker standard Certificates of Insurance which certificates shall require the insurance carrier to give Broker thirty (30) days written notice prior to cancellation of such insurance.



10. INDEMNIFICATION. Carrier agrees to indemnify and hold harmless Broker against any and all liability, loss, damage, injury and/or claims of any kind on each shipment of Accepted

Freight transported pursuant to the terms and conditions of this Agreement, which may be asserted by any and all persons, including without limitation the employees of Carrier, and that may arise by any act, error, omission or negligence of Carrier in connection with the transportation of Accepted Freight or in connection with any other Carrier's actions. Without limiting the generality of the foregoing, Carrier specifically agrees to indemnify and hold harmless Broker from any and all liability, costs or damages arising out of Carrier's obligations to pay any road, fuel or other taxes or fees, or arising under any operating permits.

11. RELATIONSHIP. The relationship of the Carrier to Broker shall, at all times be that of an independent contractor. Broker shall act as agent for Carrier only as specifically provided in this Agreement. Broker and Carrier expressly understand and agree that all drivers of motor vehicles and persons employed in connection with the transportation of Accepted Freight under this Agreement are subject at all times to the direction, control, and supervision of Carrier and not of Broker. Carrier further represents and agrees that Carrier's employees are and at all times during the term of this Agreement will be covered by adequate workmen's compensation insurance as provided by law.

12. ACCOUNT PROTECTION. During the term of this Agreement, Carrier shall not solicit any freight from any shipper, consignor, consignee, receiver or customer of the Broker (each, a "**Broker Customer**") where (1) the availability of such freight first became known to Carrier as a result of Broker's efforts, or (2) where freight of such Broker Customer was first offered to Carrier by Broker. Neither Carrier, nor a related or unrelated person or entity acting on Carrier's behalf, shall, for the term of this Agreement and for a period of one (1) year after the effective date of any termination hereof, directly or indirectly, attempt to solicit, serve, or perform any transportation services for compensation for any Broker Customer without Broker's prior written consent. Unless Carrier is given such prior written consent, Carrier shall pay Broker a commission of fifteen percent (15%) of all revenues billed to any Broker Customer in violation of any of the foregoing, and such commission(s) shall be due and payable within thirty (30) days after each billing date generating such revenue.

13. ASSIGNABILITY. This Agreement is made by and between the Carrier and Broker and is binding upon the successors and assigns of the respective parties hereto; provided, however, that Carrier shall not assign this Agreement or any right hereunder without the prior written consent of Broker. Carrier specifically agrees that all Accepted Freight shall be transported solely by Carrier, and that Carrier shall not sub-contract, broker, or in any other form arrange for Accepted Freight to be transported by a third party without the specific advance written consent of Broker.

14. TERM OF AGREEMENT. The term of this Agreement shall commence on the date first set



forth above and shall be effective for a period of one year from such date, and shall continue thereafter from year to year, unless terminated by either party upon thirty (30) days written notice by certified mail of one party to the other.

15. MISCELLANEOUS. This Agreement, including any Confirmations issued pursuant hereto,

constitutes the entire contract between the parties with respect to the subject matter hereof and may not be changed, modified or amended, except by an instrument in writing signed by both parties. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect. No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision hereof whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein.

16. GOVERNING LAW AND JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA, UNLESS SUPERSEDED SPECIFICALLY BY APPLICABLE FEDERAL LAWS AND REGULATIONS. THE PARTIES HEREBY AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS IN AND OF THE STATE OF MINNESOTA, RAMSEY COUNTY, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA FOR ANY PROCEEDING EXISTING UNDER OR RELATING TO THIS AGREEMENT AND TO THE RESPECTIVE COURTS TO WHICH AN APPEAL OF THE DECISIONS OF ANY SUCH COURTS MAY BE TAKEN. EACH PARTY HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE IN THE STATE OF MINNESOTA, INCLUDING THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY PROCEEDING EXISTING UNDER OR RELATING TO THIS AGREEMENT OR ANY ANCILLARY DOCUMENT (INCLUDING THE FOUNDER'S NOTES).



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

BROKER

DEDICATED LOGISTICS, INC.  
2900 Granada Lane North  
Oakdale, MN 55128

By: \_\_\_\_\_

Title: \_\_\_\_\_

CARRIER

Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, St., Zip: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

fb.us.2205060.02

## Carrier Profile – Contact and Equipment Information

### Operational Contacts

Company Name:	_____	SCAC:	_____
Dispatch Address:	_____		
City:	_____	State:	_____
EDI Capabilities:	Yes _____	No	_____
Zip Code:	_____		
Primary Contact:	_____	Telephone:	_____
		Fax:	_____
		E-mail:	_____
Secondary Contact:	_____	Telephone:	_____
		Fax:	_____
		E-mail:	_____

### Accounts Receivable Contact

Billing Address:	_____		
City:	_____	State:	_____
Zip Code:	_____		
Primary Contact:	_____	Telephone:	_____
		Fax:	_____
		E-mail:	_____

### Comments

<p>- 8 -</p>	<p>Carrier Representative Initial _____</p>
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### Company Owned Equipment

Tractors:	Quantity	Equipment Type	Average Age (Months)
		Conventional	
		Cab Over	
Trailers:	Quantity	Equipment Type	Average Age (Months)
		Van (53')	
		Van (48')	
		Flatbed	
		Reefer	

### Driver Pool Profile

Number of Company Drivers:	Union: _____	Non-Union: _____
_____		
Number of Owner/Operators:	_____	
Satellite Tracking:	Yes _____	No _____
Cellular Communications:	Yes _____	No _____

### Freight Preferences

Please list your preferred origins and destinations by state:

Origin:	Destination:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**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, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
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 Line 1 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								
or								
Employer identification number								

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

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** 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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**ADDENDUM A  
SETTLEMENT INSTRUCTIONS**

This Addendum A is attached to and shall be governed by the terms and conditions contained in the Contract Carrier Agreement between carrier and broker.

This letter shall confirm that ABC Transport  
has agreed to carry the following load:

TO: ABC Transport

FAX: 1-999-999-9999  
EMAIL: carrierx@zz.com

FROM: DLI Broker

06/18/2007 1515

LOAD NO: 0001234  
MILES: 515  
TRAILER#:

PIECES: 1  
RATE: \$850.00

WEIGHT: 42,520  
TOTAL: \$850.00

LOAD AT:

CONSIGNEE:

ACME COMPANY  
X FIRST STREET  
ANYWHERE, USA  
800-555-1111  
APPT: 06/19/2007 0800

XYZ Company  
Y AVENUE  
SOMEWHERE, USA  
800-555-2222  
APPT: 06/20/2007 0800

P.O. NUMBER: 123456

BOL NUMBER: 321200000011111

PICKUPS AND DROPS:  
NONE

NEGOTIATION COMMENTS:  
NONE

CARRIER:

DEDICATED LOGISTICS, INC.

AUTH.  
SIGNATURE \_\_\_\_\_

AUTH.  
SIGNATURE \_\_\_\_\_

Please send all signed Freight Receipts to:

Dedicated Logistics, Inc  
Brokerage Division  
P.O. Box 75784  
St. Paul, MN 55175-0784  
Phone: 651-631-5918  
Toll Free: 800-295-5268  
Email: dlibrokerage@shipdli.com  
Fax: 800-323-6351

Please forward this document to your billing department.

To guarantee fast, efficient payment for your services, please submit the following documentation and information for each load that DLI tenders to your company:

- 1) Original bill(s) of lading for Accepted Freight identifying your company as the Carrier (reference: Section 4(a) of the Master Contract Carrier Agreement)

Note: If the shipper does not provide one, your company must.

- 2) Carrier copy of signed Addendum A (Confirmation)
- 3) An individual invoice from your company billing Dedicated Logistics, Inc. for each individual load that your company transports. (One invoice for each load)
- 4) Trip number (located on the rate confirmation sheet - Addendum A) must be included on all documentation submitted for settlement.
- 5) All paperwork submitted must be original copies unless other arrangements are made with Dedicated Logistics, Inc. prior to submission. Faxed copies are not eligible for settlement.

Please mail paperwork to the following address:

Dedicated Logistics, Inc.  
Attn: Brokerage Department  
P.O. Box 75784  
St. Paul, MN 55175-0784

All questions regarding payment should be directed to Bruce Ruiz at (651) 638-5516.

If the rate on your confirmation is in dispute, please contact that DLI representative that tendered the load to your company.

SERVICE DATE

INTERSTATE COMMERCE COMMISSION

NOV 14 1995

LICENSE

No. MC 700327 (Sub-No. 2)

DEDICATED LOGISTICS, INC.  
ST. PAUL, MN

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

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

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

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

By the Commission.

(SEAL)

Vernon A. Williams  
Secretary

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

Enclosure (4)

existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy or this burden estimate or suggestions for reducing this burden should be directed to the Federal Highway Administration, 400 7th St., SW, Washington, DC 20590.

E. M. C. 34  
(10/98)

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

BOND #08557220

FILER FHWA 1-1960  
ACCOUNT NO.

License No.  
MC 700327

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

KNOW ALL MEN BY THESE PRESENTS, That we DEDICATED LOGISTICS, INC.  
*(Name of Property Broker)*

of 2896 CENTRE POINTE DRIVE ST. PAUL, MN 55113  
*(Street) (City) (State) (Zip code)*

as PRINCIPAL (hereinafter called Principal), and FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
*(Name of Surety)*

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of MARYLAND (hereinafter called Surety) are held and  
*(State or District of Columbia)*

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

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

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

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

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

This bond is effective the 14th day of MAY 2002, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a Broker Surety Bond has been 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.



**TRAILER INTERCHANGE RIDER**

This Trailer Interchange Rider (this “*Rider*”) is made and entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between Dedicated Logistics, Inc., a Minnesota corporation with its principal office located at 2896 Centre Pointe Drive, Roseville, Minnesota 55113 (hereinafter referred to as “*Broker*”) and \_\_\_\_\_, a \_\_\_\_\_ \*\*[corporation] with offices located at \_\_\_\_\_ (hereinafter referred to as “*Carrier*”).

**RECITALS**

A. Broker is authorized as a property broker to arrange for the interstate transportation of property by motor carrier under License No. MC-700327 issued by the Surface Transportation Board, and further engages in the provisioning of logistics management services.

B. Broker has engaged Carrier to perform logistics services pursuant to that certain Master Contract Carrier Agreement between Broker and Carrier dated as of \_\_\_\_\_ (the “*Master Agreement*”).

C. Broker and Carrier desire to amend and supplement the Master Agreement by providing for certain terms and conditions relating to trailers that may be used in connection with Carrier’s performance of services under the Master Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the covenants and promises hereinafter set forth, the parties agree as follows:

**ARTICLE 1: REFERENCE TO MASTER AGREEMENT**

The Master Agreement is hereby specifically referred to and this Rider is an addendum to, and subject to all of the terms and conditions contained in, the Master Agreement, and the Master Agreement shall continue in full force and effect in accordance with its terms. Any capitalized terms used but not specifically defined in this Rider have the meanings provided therefor in the Master Agreement.

**ARTICLE 2: AGREEMENT REGARDING TRAILERS**

(a) Carrier acknowledges that in the ordinary course of performing services under the Master Agreement:

(i) it may become necessary or convenient for Carrier to use a trailer owned by Broker, a Broker Customer, or another motor carrier subject to an agreement with Broker that is substantially similar to the Master Agreement, including without limitation, terms substantially similar to the terms contained in this Rider (each such carrier, a “*Participating Carrier*”);

(ii) it may become necessary or convenient for Broker, a Broker Customer, or another Participating Carrier to use a trailer owned by Carrier; and

(iii) any trailer that becomes the subject of the uses contemplated by clauses (i) or (ii) above will be deemed a “**Subject Trailer.**”

(b) Carrier agrees that it will use Subject Trailers, and permits its owned trailers to be used as Subject Trailers, to the extent deemed advisable or necessary by either Carrier or Broker.

(c) During the period in which Carrier is in possession or control of a Subject Trailer (in each instance, an “**Applicable Period**”), Carrier will:

(i) be responsible for any loss or damage to the Subject Trailer other than ordinary wear and tear;

(ii) maintain any Subject Trailer in accordance with industry custom and practice, including without limitation, completing and paying for any repairs that are immediately necessary to keep the Subject Trailer in a safe and operational condition during the Applicable Period; and

(iii) operate while using any Subject Trailer, in compliance with all applicable federal, state and local statutes, rules, regulations and ordinances.

(d) Carrier will indemnify, defend and hold Broker harmless of, from and against, any and all loss, cost, liability and claim incurred by Broker including but not limited to court costs and reasonable attorneys’ fees (whether or not litigation is commenced), of any kind or nature arising out of, or relating to, Carrier’s use, possession or operation of any Subject Trailer, except for any loss, cost, liability and claim resulting directly from Broker’s breach of its obligations under this Rider, or the negligent acts or omissions of Broker.

(e) Upon verbal or written notice given by either Carrier or Broker, Carrier and Broker agree to exchange Subject Trailers at either the site where Carrier originally obtained the Subject Trailer, or at such other location as mutually agreed by Carrier and Broker, so that the Subject Trailers are returned to their rightful owners within 15 days of such notice. Carrier or Broker will incur demurrage charges of \$450 per month pro-rated on a per day basis for failure to comply with the preceding sentence’s 15-day period.

### **ARTICLE 3: TERM**

This Rider shall remain in effect for an initial period of thirty (30) days from the date set forth above. This Rider shall automatically renew for additional thirty (30) day periods, unless written notice of termination is given by either party at least thirty (30) days prior to the effective date of such termination.

**ARTICLE 4: COUNTERPARTS**

This Rider may be executed in counterparts, each of which will be deemed an original, and all of which will constitute the same agreement

\* \* \* \* \*

\*[Signature Page Follows]\*

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year first written above.

**DEDICATED LOGISTICS, INC.**

**\*\*[CARRIER]**

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

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