



Fax Memo

To: Any Interested Carrier
From: John Anderson
Subject: Necessary Paperwork

Thanks for your interest in working with us on the load we discussed. We welcome the opportunity to establish a good working relationship with you.

The following pages contain all the basic information that is normally needed to establish an account with us. **Please review all the information carefully and return the 5 items requested on the next page.**

Please call me at (800) 678-8674 x1427 or email me at janderson@integritylogistics.com if you have any questions.

Thank you.



Who We Are

Integrity Logistics is a group of “hands on” transportation professionals whose extensive experience in this industry gives us a special strength in handling the day-to-day operations of a traffic department. With an average industry experience of over 20 years, the staff of Integrity Logistics has the background our customers can trust to move their freight quickly and professionally.

In addition to simple truckloads, we specialize in combining larger LTL shipments into multi-stop truckloads – averaging 3 pick-ups and 3 deliveries per load. At times, we may also broker single LTL shipments.

Our customer’s needs require us to maintain a high level of control and communication between our dispatch and your driver. **We expect to know where our shipment(s) is at least once each day while in transit.** The nature of combining LTL shipments requires as much direct contact as possible to avoid major problems. Loading a truck is a dynamic process and flexibility on everyone’s part will make the process go smoother.

Finally, we recognize how important it is to work *with* the driver who must make everything happen. We treat them with the same respect and professionalism that we apply to our best customers.

What We Need From You

The following pages contain important information that must be completed in order for us to work together. In addition to our credit information and copies of our authority, bond and insurance, the following forms **MUST BE COMPLETED AND FAXED BACK TO US BEFORE WE CAN PROVIDE SPECIFIC LOAD DETAILS**

1. Transportation Contract
2. IRS Form W-9
3. Our Carrier Profile Form

In addition, you will need to send us:

1. Your operating authority
2. A copy of your current insurance coverage (liability AND cargo).

YOU MUST HAVE YOUR INSURANCE AGENT SEND US THE CERTIFICATE OF INSURANCE NAMING INTEGRITY LOGISTICS AS CERTIFICATE HOLDER.



CREDIT REFERENCE INFORMATION

Established: 1988 – (Name was changed from Traffic Management Services In May 2000).
Bank: US Bank of Oregon
Account: 153606524368
Contact Person: Tony Mendezona
Phone: (503) 692-1015

Federal ID: 93-0977896

A/P Contact: Mr. Terry Wolff (x4415)

Required for Pmt: 1. Carrier's Invoice 2. Original B/L or Delivery Receipt SIGNED BY CONSIGNEE.

TRADE REFERENCES

Lund Trucking Company
1924 Bishop Road
Chehalis, WA 98532
(360) 456-1265

Landstar
13410 Sutton Park South
Jacksonville, FL 32224
(800) 235-4466 X1735

Trail Lines
P.O. Box 128
Commerce, CA 90660
(877) 548-5713

Kinard Trucking
310 N Zarfoss Drive
York, PA 17404
(800) 233-1906

AUTHORITY

Integrity Logistics operates as a Property Broker under authority granted by the Federal Motor Carrier Safety Administration under docket MC-209478

TRANSPORTATION CONTRACT

THIS CONTRACT, made this ____ day of _____ 200__ by and between Integrity Logistics, Inc. (Broker) and _____ (Carrier) for the transportation of specified goods in accordance with the following conditions:

WHEREAS, Broker desires to engage the services of Carrier for the transportation of Broker's goods (and those of its customers) in interstate commerce between points within Carrier's authorized licenses and operational capabilities;

NOW, THEREFORE, in consideration of the following mutual covenants, the Broker and Carrier agree as follows:

1. BILATERAL COMMITMENT: Broker shall tender to Carrier and Carrier shall transport a series of shipments between points designated by Broker. Carrier shall advise Broker if it is unable to supply transportation service within the time requested by Broker in which Broker may arrange other transportation. Carrier shall use its best efforts to transport shipments tendered by Broker in a timely fashion.

2. DISTINCT NEEDS: Carrier shall provide service to meet the unique, distinct needs of the Broker which shall include but not be limited to team service, overnight delivery, driver loading/unloading, overnight delivery, stops in transit, drop trailers, detention, weekend/holiday shipments and dedication of equipment.

3. RATES AND CHARGES: Broker shall pay Carrier for the transportation services described herein at the rate of \$1.00/mi between all points in the United States. The parties agree that this fixed rate may be amended based on prevailing market conditions in the following manner: After a rate is agreed to by the parties but before the Carrier's driver is dispatched, the Broker shall fax to the Carrier a confirmation sheet identifying the pickup date, origin, destination, rate and charges. This sheet shall then be an accepted amendment to this contract. If the Carrier disputes the accuracy of the amended fixed rate or charges on the load confirmation sheet, the Carrier shall notify the Broker prior to driver dispatch.

4. PAYMENT OF FREIGHT CHARGES: Carrier will bill the charges for transportation services to Broker and shall provide Broker with a copy of the signed bill of lading, delivery receipt and/or other proof of delivery along with its freight bill. Broker agrees to pay such properly presented freight bills within 30 days from receipt.

5. INSURANCE: Carrier shall maintain public liability insurance with a single limit of not less than \$1,000,000. Carrier shall maintain cargo insurance against Carrier's liabilities for loss or damage to goods shipped pursuant to this Contract with a limit of not less than \$100,000 per truckload. Carrier's insurance shall be primary insurance irrespective of any other insurance carried by Broker or Shipper in effect at the time of loss. Carrier will arrange to have its insurance agent(s) promptly send an original certificate of coverage to Broker verifying such coverage, naming Broker as a certificate holder and additional insured with advance notice of changes and of cancellations.

6. CLAIMS: All loss and damage claims and any salvage arising therefrom shall be handled and processed in accordance with the regulations of the Federal Highway Administration as published in the Code of Federal Regulations (49 CFR 1005).

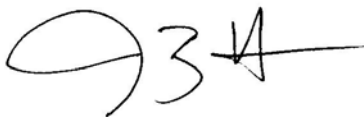
7. COLLECTION FEE: If Broker's account should necessitate outside collection action because invoices have not been paid in full within the above named credit period, Carrier reserves the right to add reasonable collection costs, finance charges, court costs and/or legal fees to the invoice amounts.

8. CARRIER AS INDEPENDENT CONTRACTOR: Broker does not employ or allow Carrier to act as "agent" for Broker. Parties to this agreement are acting as fully independent entities and nothing in this agreement should be construed as creating an employment or agency agreement.

9. DURATION: This contract shall continue for a period of one (1) year and shall be renewed automatically for durations of an additional year, but either party shall have the right to cancel this Contract upon 30 days notice to the other party.

BROKER: Integrity Logistics, Inc.

CARRIER: _____



By: _____

By: _____

Title: _____



Carrier Profile

Carrier Name: _____ Dispatch Phone: (____) ____ - _____ Fax: (____) ____ - _____

Mailing Address: _____ City _____ State ____ Zip Code _____

Physical Address: _____ City _____ State ____ Zip Code _____

Contact Name(s): _____ Cell Phone: (____) ____ - _____ Hours of Operation _____

E-mail Address: _____ Web Site Address: _____

Is Tracking Available on Web Site? Yes No Proof of Delivery? Yes No EDI Capable? Yes No

Indicate how you can provide daily equipment availability: Fax (503) 582-4499 Email (trucks@integritylogistics.com)

Are you a: (check all that apply) ____ Carrier (common or contract) ____ Private Fleet ____ Broker

Do you have: Hazmat Certification? Yes No Mexican Authority? Yes No Canadian Authority? Yes No

Please Circle all areas in which you operate: All Regions West Midwest Southeast Northeast

Equipment Information:

Please fill out the equipment information below. We will use this to better utilize your equipment. Use numbers when identifying what equipment you possess. (For example, Tractors 40 Trailers 48' 20 Trailers 53' 10)

Tractors: _____ (Satellite Equipped ____ Team Drivers ____)

Dry Vans: _____ (45' ____ 48' ____ 53' ____ 57' ____)

Refrigerated: _____ (45' ____ 48' ____ 53' ____)

Flatbeds: _____ (45' ____ 48' ____ 53' ____)

Please list the numbers of the following specialized pieces of equipment you have (some of these should already be included in above equipment numbers as well):

How many of your trailers are equipped with or have the following capabilities:

Air Ride _____ Pads/Blankets _____ Liftgates _____ Dumps _____

E-Trac _____ Plate Trailers _____ Pups _____ Heavy Haul _____

Auto Haul _____ Liquid Tankers _____ Decking _____ Roller Floor _____

Heater _____ Curtain Side _____ Garment _____ Hopper _____

Do you offer any of the following services:

Drop Trailers Yes No Expedited Services Yes No Pallet Exchange Yes No

Bonded Carrier Yes No Local Cartage Yes No LTL Services Yes No

Warehousing Yes No If yes, in which cities are warehouses located:

Integrity Logistics
7950 SW Burns Way Suite 200
Wilsonville, OR 97070
fax (503) 582-4499
(800) 678-8674 / (503) 582-4400

Carrier Service Regions Dry Van/Temp Control

Midwest - Heather Coffman

(888) 304-3079
(503) 582-4408

hcoffman@integritylogistics.com

Northeast -

Mark Swartwood

(800) 294-3745
(503) 582-4404

mswartwood@integritylogistics.com



West -

Randy David

(800) 294-3743
(503) 582-4414

rdavid@integritylogistics.com

Southeast -

Neil Gavitt

(800) 294-3748
(503) 582-4405

ngavitt@integritylogistics.com

Carrier Service for Flatbed and Oversize/Overweight Shipments –

Mark Wert (888) 304-3081 mwert@integritylogistics.com

Phil Farrell (888) 304-3073 pfarrell@integritylogistics.com

NCA
SERVICE DATE
May 15, 2000

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

DECISION

No. MC-209478
TRAFFIC MANAGEMENT SERVICES, INC.

BEAVERTON, OR

REENTITLED

INTEGRITY LOGISTICS

On May 09, 2000, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records changed to reflect a name change.

It is ordered:

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

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

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

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

Decided: May 10, 2000

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

Terry Shelton, Acting Director

Office Data Analysis & Information Systems

SERVICE DATE

AUG 9 1988

PM-25
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

LICENSE

No. MC 209478

TRAFFIC MANAGEMENT SERVICES, INC.
BEAVERTON, OR

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 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)

NORETA R. MCGEE,
Secretary.

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

No. MC 209478

Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the federal Highway Administration, 400 7th St., SW, Washington, DC 20590.

B. M. G. 84
(10/98) PB5744

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

FILER FHWA
ACCOUNT NO. _____

License No.
MC 20-9478

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

KNOW ALL MEN BY THESE PRESENTS, That we INTEGRITY LOGISTICS

(Name of Property Broker)

of 10550 SW ALLEN BLVD SUITE 108 BEAVERTON, OR 97005
(Street) (City) (State) (Zip code)

as PRINCIPAL (hereinafter called Principal), and CONTRACTORS BONDING & INSURANCE COMPANY

(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 WASHINGTON (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, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 1st day of October, 1999, 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.

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 25 day
of May, 2000.

PRINCIPAL

Name INTEGRITY LOGISTICS

By *Keith L. L...* **PRESIDENT**
(Signature and Title)

Witness *Katherine Jordan*

SURETY

Name CONTRACTORS BONDING & INS CO [SEAL]

By *Debi Lewis*
(Signature and Title)
Debi Lewis ATTORNEY IN FACT

Witness *Lucretia Butler*

Request for Taxpayer Identification Number and Certification

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

Please print or type

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

Part I Taxpayer Identification Number (TIN)

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

Social security number								

OR

Employer identification number								

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

List account number(s) here (optional)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III 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 that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, 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. (Also see **Part III Instructions** on page 2.)

Sign Here

Signature ▶

Date ▶

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate **Instructions for the Requester of Form W-9**.

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

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.