Frontline Logistics, Inc.	O/D/				
P.O. Box 756	Rate				
South Lyon, MI 48178	Driver				
Ph# 734.449.9474	*Confirmation to follow signed agreement!				
Fax# 734.449.9596					
email: dispatch@frontlinel BOOKED BY:	ogistics.com				
DATE	CARRIER				
ATTN	EMAIL				
DH	FY				

Thank you for working with Frontline Logistics, Inc. Attached, you will find the information on Frontline Logistics, Inc., including, F.H.W.A. Brokerage License, BMC-84 Surety Bond and Credit References.

To further assist you as a carrier, please complete the following pages and return immediately, (The signed Broker Carrier Agreement (BCA), carrier data sheet, Taxpayer ID Form and the W-9 form) allowing us to send you the Carrier Load Confirmation.

In addition to these pages, it will also be necessary for you to provide the following F.H.W.A. required items and the proper placement of a Frontline Logistics, Inc. Confirmation Number on your invoice along with a copy of the Frontline Logistics, Inc. Signed Carrier Confirmation, to process your invoice for payment.

Original certificate of cargo insurance with a limit of no less than \$100,000, naming Frontline Logistics, Inc. as the Certificate Holder. An original certificate of auto/truck liability insurance for property damage and bodily injury with a limit of no less than \$750,000, naming Frontline Logistics, Inc. as a certificate holder.

- Copy of your F.H.W.A. permit as evidence of the carrier's authority to engage in transportation as a Contract Carrier by motor vehicle.
- Motor Carrier Safety Rating and Hazardous Material Certification from Department of Transportation, if you transport Hazardous Material. <u>A copy of your HM 232 Hazmat Security</u> Plan.
- <u>Must</u> place Frontline Logistics work order number on your carrier invoice to process for payment. (Send To: PO Box 756 South Lyon, MI 48178 or e-mail to: mcalvin@frontlinelogistics.com
- <u>Must include copy of Frontline Logistics, Inc. Carrier Confirmation</u> and a signed Proof of Delivery, along with your carrier invoice for payment.

Again, thank you for your help. We look forward to working with you. If you have an questions or need further assistance, please call: 1-734-449-9474, Ext.1

CARRIER DATA SHEET

Frontline Logistics, Inc. P.O. Box 756

South Lyon, MI 48178

email: dispatch@frontlinelogistics.com

PLEASE SIGN & RETURN TODAY PH# 734.449.9474 Fax# 734.449.9596

CARRIER NAME:				
CHECKS REMITTED TO: (If you use a		CARRIERS PHYSICAL ADDRESS		
Factoring company, please insert below	•			
Factoring Co.:				
ADDRESS:				
CITY:				
STATE:ZIP:				
PHONE#				
E-Mail Address				
MC#		FEDE	ERAL I.D#	
USDOT#		SCA	C CODE:	
OPERATIONS MGR.:		РНО	NE#	
DISPATCHER:		PHO	NE#	
After Hours Contact:		PHO	NE#	
Fax number rate confirmation should I		ed to: _		
DAYS AND HOURS OF OPERATION:				
INSURANCE COMPANY:		COV	ERAGE:	
NAME:	_			
ADDRESS:			GO:	
		LIAB	ILITY:	
PHONE#				
TYPE OF FREIGHT PREFERRED:				
FULL LOADS:		INTERSTATE:		
HALF LOADS: LTL:		INTR	ASTATE:	
HAZMAT: Y N	(Plea	se chec	k one and send MCS 90 Ce	rtificate, if Yes)
			RAILER TYPES:	
Van 53': Conestoga's:			Reefers:	Flatbeds:
			#of units:	
Do you offer team service?		N	(PLEASE CHECK ONE)	
Owner/Operators:	·		(PLEASE CHECK ONE)	
Company Drivers:	Υ		(PLEASE CHECK ONE)	
Do you exchange pallets? Check One	Υ	N	(PLEASE CHECK ONE)	
**PLEASE NOTE: RATE CONFIRMATION COMPLETED BY: (Please sign)				YOUR INFORMATIO

Taxpayer Identification Form

Frontline Logistics, Inc. P.O. Box 756 South Lyon, MI 48178 Ph# (734) 449-9474 Fax# (734) 449-9596

Ph# (734) 449-9474	
Fax# (734) 449-9596	
ATTENTION: ACCOUNTING DEPARTM	ENT
Dear Supplier:	
	requires the withholding of income tax at the rate of 20% from we do not have a correct Taxpayer Identification Number (TIN).
	ur Social Security Number. If you are a partnership or Identification Number. You must indicate your number even if
Please check below your type of organ	nization and indicate your TIN:
Individual	Social Security No
Partnership	Federal I.D. NO
Corporation	Federal I.D. NO
Complete Name of Entity	
Authorized Signature	
Please return your response within or	ne (1) day to:
	Frontline Logistics, Inc.
	P.O. Box 756
	South Lyon, MI 48178
	Attn: Carrier Development
Thank you for your cooperation in this	s important matter.
Sincerely,	
David R. Lineberry	

David R. Lineberry

President



BROKER - CARRIER AGREEMENT

	Agreement is entered this day of, 2 NTLINE LOGISTICS, INC. ("BROKER"), a Registered Property Broker, I #2229823 / MC-441603, and	2021, by and between License No.
Regis	stered Motor Carrier.	, a
"Part	nit / Certificate No. DOT# / MC ("CARRIEF ties". ("Registered" means operated under authority issued by the Fec ty Administration (or its predecessors) within the U.S. Department of	deral Motor Carrier
1.	CARRIER REPRESENTS AND WARRANTS THAT IT:	
	Is a Registered Motor Carrier of Property authorized to provide transer contracts with shippers and receivers and/or brokers of general cor	
B. this <i>A</i>	Shall transport the property, under its own operating authority and s Agreement;	subject to the terms of
C.	Makes the representations herein for encouraging BROKER to enter	this Agreement.

FRONTLINE BROKER CARRIER AGREEMENT 2021

- D. Agrees that a Shipper's insertion of BROKER's name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER's status as a property broker nor CARRIER's status as a motor carrier.
- E. Will not re-broker, co-broker, subcontract, assign, interline, or transfer the transportation of shipments hereunder to any other persons or entity conducting business under a different operating authority, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER's payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Par 1.H, CARRIER will be liable for consequential damages for violation of this provision.
- F. (i) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials (including the licensing and training of Haz-Mat qualified drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; security regulations; owner/operator lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances and alcohol testing, and hours of service regulations; sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers; all applicable insurance laws and regulations including but not limited to workers' compensation.
- (ii) Is solely responsible for all management, governing, discipline, direction and control of its employees, owner/operators, and equipment with respect to operating within all applicable federal and state legal and regulatory requirements to ensure the safe operation of CARRIERS vehicles, drivers and facilities. CARRIER and BROKER agree that safe and legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.
- G. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in

control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

- H. (i) CARRIER shall defend, indemnify and hold BROKER and its shipper customer harmless from any claims, actions or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.
- (ii) Except for CARRIER's liability under Par 1.E, unless otherwise agreed in writing, the Parties' indemnity obligations shall be subject to the insurance coverage and monetary insurance limits referred to in Subpart 3. D.
- I. Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional". Authorizes BROKER to invoice CARRIER's freight charges to shipper, consignee, or third parties responsible for payment.
- J. Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.
- K. On behalf of shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California on refrigerated equipment, CARRIER warrants that it shall only utilize equipment which is in full compliance with the California Air Resources Board (CARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM) in-use regulations. CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on, or assumed by BROKER due to penalties imposed on BROKERS customer because of CARRIER's use of non-compliant equipment.

2. BROKER RESPONSIBILITIES:

- A. <u>SHIPMENTS</u>, <u>BILLING & RATES</u>: BROKER shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (i) place of origin and destination of all shipments; and (ii) if applicable, any special shipping and handling instructions, special equipment requirements, or value of shipments more than the amount specified in Par. 3C(vi) below, of which BROKER has been timely notified.
- B. BROKER agrees to conduct all billing services to shippers, consignees, or other party responsible for payment. CARRIER shall invoice BROKER for its (CARRIER's) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER's Load Confirmation Sheet(s) / dispatch sheets incorporated herein by this reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax or email) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by this reference.
- C. <u>RATES</u>: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by this reference. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, shall only be valid when their terms are specifically agreed to in a writing signed by both Parties.
- D. <u>PAYMENT</u>: The Parties agree that BROKER is the sole party responsible for payment of CARRIER's charges. Failure of BROKER to collect payment from its customer shall not exonerate BROKER of its obligation to pay CARRIER. BROKER agrees to pay CARRIER's invoice within **30** days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. If BROKER has not paid CARRIER's invoice as agreed, and CARRIER has complied with the terms of this Agreement, CARRIER may seek payment from the Shipper or other party responsible for payment after giving BROKER **30** (business days) advance written notice. CARRIER shall not seek payment from Shipper, consignees, or third parties, if they can prove payment to BROKER.

- E. <u>BOND</u>: BROKER shall maintain a surety bond /trust fund as agreed to in the amount of \$75,000 and on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount not less than that required by that agency's regulations.
- F. BROKER will notify CARRIER immediately if its federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- G. BROKER's responsibility is limited to arranging for, but not actually performing, transportation of a shipper's freight.

3. CARRIER RESPONSIBILITIES:

- A. <u>EQUIPMENT</u>: Subject to its representations and warranties in Paragraph 1 above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- B. <u>BILLS OF LADING</u>: CARRIER shall sign a bill of lading, produced by shipper or CARRIER in compliance with 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.

C. LOSS & DAMAGE CLAIMS:

- (i) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and
- (ii) CARRIER's liability for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and
- (iii) Special Damages: CARRIER's indemnification liability (Par 1.H) for freight loss and damage claims under this sub part C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under Subpart (ii) above.
- (iv) Except as provided in Par 1.E above, neither Party shall be liable to the other for consequential damages without prior written notification of the risk of loss and its approximate financial amount, and agreement to assume such responsibility in writing.
- (v) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within **30** days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this **30**-day period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
- (vi) CARRIER's liability for cargo damage, loss, or theft from any cause for any one shipment, under Subpart ii above shall not exceed \$ 100,000 unless CARRIER is notified by BROKER or Shipper of the increased value **7** days prior to shipment pick up.
- D. <u>INSURANCE</u>: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability \$1,000,000.00; motor vehicle (including hired and non-owned vehicles) \$1,000,000.00, (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances); cargo damage/loss, \$100,000.00; workers' compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.
- E. <u>ASSIGNMENT OF RIGHTS</u>: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment of its freight charges from BROKER.

F. CARRIER assumes full responsibility and liability for payment of the following items: All applicable federal, state, and local payroll taxes, taxes for unemployment insurance, old age pensions, workers' compensation, social security, with respect to persons engaged in the performance of its transportation services hereunder. BROKER shall not be liable for any of the payroll-related tax obligations specified above and CARRIER shall indemnify, defend, and hold BROKER harmless from any claim or liability imposed or asserted against BROKER for any such obligations.

4. MISCELLANEOUS:

- A. <u>INDEPENDENT CONTRACTOR</u>: The relationship of the Parties to each other shall always be that of independent contractors. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, or employer/employee relationship between the Parties. Each Party shall provide sole supervisions and shall have exclusive control over the actions and operations of its employees, and agents used to perform its services hereunder. Neither Party has any right to control, discipline or direct the performance of any employees, or agents of the other Party. Neither Party shall represent to any party that it is anything other than an independent contractor in its relationship to the other Party.
- B. <u>NON-EXCLUSIVE AGREEMENT</u>: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS:

(i) Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

(ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under the Act.

D. <u>DISPUTES</u> : In the event of a dispute arising out of this Agreement, including but not
limited to Federal or State statutory claims, the Party's sole recourse (except as provided below)
shall be to arbitration. Proceedings shall be conducted under the rules of the (select one):
American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR), DRC
(Fruit and Vegetable Dispute Resolution Corp) for fresh produce related claims, upon agreement
of the Parties, or if no agreement, then at BROKER's sole discretion. Arbitration proceedings
shall be started within eighteen (18) months from the date of delivery or scheduled date of
delivery of the freight, whichever is later. Upon agreement of the Parties, arbitration proceedings
may be conducted outside of the administrative control of the AAA, ADR, or DRC. The decision
of the arbitrators shall be binding and final and the award of the arbitrator may be entered as
judgment in any court of competent jurisdiction. The rationale and reasoning of the decision of
arbitrator(s) shall be fully explained in a written opinion. The prevailing party shall be entitled to
recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action
for injunctive relief, or in the event further legal action is taken to enforce the award of
arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, or DRC
nearest Brighton , MI or such other place as mutually agreed upon in writing, or by conference
call or video conferencing upon agreement of the Parties, or as directed by the acting arbitration
association. Provided, however, either Party may apply to a court of competent jurisdiction for
injunctive relief. Unless preempted or controlled by federal transportation law and regulations,
the laws of the State of Michigan shall be controlling notwithstanding applicable conflicts of
laws rules. The arbitration provisions of this paragraph shall not apply to enforcement of the
award of arbitration.
(i) (BROKER INITIAL DRL ; CARRIER INITIAL) Subject to the time limitation set forth
in Subpart
D above, for disputes where the amount in controversy exceeds \$3,000.00 , BROKER shall have
the right, but not the obligation, to select litigation to resolve any disputes arising hereunder. In
the event of litigation, the prevailing Party shall be entitled to recover costs, expenses and
reasonable attorney fees, including but not limited to any incurred-on appeals.
(ii) (BROKER INITIAL DRL ; CARRIER INITIAL) Subject to the time limitation set forth
in Subpart D above, for disputes where the amount in controversy does not exceed \$3,000.00,
BROKER shall have the right, but not the obligation, to select litigation in small claims court
order to resolve any disputes arising hereunder. The prevailing Party shall be entitled to recover
costs, expenses and reasonable attorney fees, including but not limited to any incurred-on
appeals.

(iii) (IF i AND/OR ii ARE ADOPTED, THEN iii MUST BE INCLUDED) Venue, controlling law, and jurisdiction in any legal proceedings under Subparts i or ii above shall be in the State of **Michigan**.

E. NO BACK SOLICITATION:

- (i) Unless otherwise agreed in writing, CARRIER shall not knowingly solicit freight shipments (or accept shipments) for a period of **12 months** following termination of this agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER.
- (ii) In the event of breach of this provision, BROKER shall be entitled, for a period of <u>12</u> <u>months</u> following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of **twenty percent (20%)** of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event, it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. <u>CONFIDENTIALITY</u>:

- (i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.
- (ii) In the event of violation of this Confidentiality paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. <u>MODIFICATION OF AGREEMENT</u>: This Agreement and Exhibit A <u>et. seq</u>. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Pars 2.B and 2.C).

I. NOTICES:

- (i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax, or by email with electronic receipt.
- (ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.
- (iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.
- J. <u>CONTRACT TERM</u>: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- K. <u>SEVERANCE</u>: In the event, any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- L. <u>COUNTERPARTS</u>: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- M. <u>FAX CONSENT</u>: The Parties to this Agreement are authorized to fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

- N. <u>FORCE MAJEURE</u>. In the event that either Party is prevented from performing its obligations under this Agreement because of an occurrence beyond its control and arising without its fault or negligence, including without limitation, war, riots, rebellion, acts of God, acts of lawful authorities, fire, strikes, lockouts or other labor disputes, such failures to perform (except for any payments due hereunder) shall be excused for the duration of such occurrence. Economic hardships, including, but not limited to, recession and depression, shall not constitute Force Majeure events.
- O. <u>ENTIRE AGREEMENT</u>: Unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS, WHEREOF, we have signed this Agreement the date and year first shown above.

FRONTLINE LO	GISTICS, INC.			
(BROKER)		(CARRIER)		
David R.	Lineberry			
Authorized Sign	nature	Authorized Signature		
David R. Lineber	ry			
Printed Name	•	Printed Name		
<u>President</u>				
Title		Title		
Company Addr	ess:	Company Address:		
10315 Grand Riv	ver Suite 300			
Brighton, MI 48	116			
724 446 647	724 440 6706			
	734-449-9596 -			
Phone	Fax	Phone	Fax	
dispatch@frontl	inelogistics.com			
E-Mail		E-Mail		

TRADE REFERENCES

BANK: First Merit Bank

419 South Lafayette

South Lyon, MI 48178 Contact: Branch Manager

Tel: (248) 446-4152 Fax: (248) 437-4010 Acct# 3148017134

Credit References:

Tech Team Nation

PO Box 35

Whitmore Lake, MI 48189

734.469.5221 Bob Buyers

Arcline 2000, Inc.

PO Box 7055

Innsfil, ON L9S 1A8 800.364.4905

Federal ID #: 16-1627055 D & B #: 13-4290894 **BMC-84 Surety Bond**

American Alternative Insurance Corp.

555 College Road East Princeton, NJ 08543 Tel#: (609) 951-8295 Acct# 20110816286

Kirk Trucking Service, Inc.

PO Box 365

Delmont, PA 15626

724.468.8100 Jim Goroncy

JK Transport, Inc. 13101 Eckles Rd.

Bldg. #2 Suite #105 Plymouth, MI 48170

Julie: 734.207.0250

FHWA Permit # MC-441603

SCAC: FOLG









Federal Motor Carrier Safety Administration

400 7th Street SW Washington, DC 20590

SERVICE DATE
October 09, 2002

LICENSE

MC-441603-B FRONTLINE LOGISTICS, INC SOUTH LYON, MI

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.

Terry Shelton, Director

Terry Shelton

Office of Data Analysis & Information Systems

701 Poydras St., Suite 420 New Orleans, LA 70139

(504)581-6436 (504)581-1876 – FAX ipalmeri@internationalsureties.com

August 23, 2021

FRONTLINE LOGISTICS, INC. 10315 EAST GRAND RIVER STE 300 BRIGHTON, MI 48116

RE: FMCSA BOND #612404071

To Whom It May Concern,

The purpose of this letter is to provide you with the details for the current and active \$75,000.00 BMC-84 FMCSA Surety Bond for Frontline Logistics, Inc.:

Bond Summary:

PRINCIPAL NAME: FRONTLINE LOGISTICS, INC.

10315 EAST GRAND RIVER STE 300

BRIGHTON, MI 48116

BOND NUMBER: 612404071 MOTOR CARRIER #: MC-441603

BOND DESCRIPTION: FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION BMC-84

BOND AMOUNT: \$75,000.00 EFFECTIVE DATE: JULY 15, 2019

RENEWAL PERIOD: JULY 15, 2021 – JULY 15, 2022

SURETY: UNITED STATES FIRE INSURANCE COMPANY

305 MADISON AVE. MORRISTOWN, NJ 07962

The bond can be verified by visiting:

Jessica Palmeri

http://li-public.fmcsa.dot.gov/LIVIEW/pkg_carrquery.prc_carrlist.

Should you have any questions, please do not hesitate to contact our office.

Sincerely,

Essica Palmeri