## L. T. Brokers, Inc. P. O. Box 312 Cochran, Georgia 31014 800-342-1286

Fax: 478-934-9202

Date:	
To:	
Fax:	

Attached, please find a copy of our Broker/Carrier Agreement, ICC Broker Authority, Surety Bond, Carrier Profile, L. T. Brokers, Inc. Credit Information & Broker Settlement Policy.

Please return the following Via Fax 478-934-9202:

- 1. Signature page of Broker/Carrier Agreement
- 2. Copy of your ICC Carrier Contract Authority
- 3. Your Federal Identification Number
- 4. Completed Carrier Profile Sheet
- 5. Current Insurance Certificate showing L. T. Brokers, Inc., P.O. Box 312, Cochran, GA 31014, as certificate holder. The insurance certificate must be faxed to us directly from your insurance agent and or insurance company. Please request the original to be mailed to us under separate cover. Our insurance coverage requirements are 1,000,000 in Auto Liability and 100,000 in Cargo.

Upon receipt of above listed items, we will issue you a Broker Carrier Number. Please refer this five digit number to our offices on any future shipments.

If you should have any questions, do not hesitate to give us a call at 800-342-1286, ext. 5229.

## L. T. Brokers, Inc. P. O. Box 312 Cochran, Georgia 31014 800-342-1286, Ext. 5207

Fax: 478-934-9202

#### **Broker Carrier Agreement**

This Agreemei	nt is entered into between	L. T. Brokers, Inc., P. (	O. Box 312, Cochran
Georgia 31014	, an ICC regulated Brokei	r MC <mark>23191</mark> 9 (hereinaf	ter referred to as
"Broker" and		, MC No	•

An ICC regulated Motor Carrier and Contract Carrier (hereinafter referred to as "Carrier).

This Agreement shall be governed by the State of Georgia and shall be deemed to comply with the requirements of The Negotiated Rates Act of 1993 and the rules & regulations set forth by the Interstate Commerce Commission in Ex Part MC-198 (Sub. 1).

- 1. <u>Bilateral Agreement:</u> Broker agrees to tender to Carrier and Carrier agrees to transport a series of shipments as set forth herein for compensation as stated.
- 2. <u>Series of Shipments:</u> Broker shall tender to Carrier and Carrier shall transport a series of shipments consisting of three (3) shipments per year during the duration of this Contract.
- 3. <u>Duration of Contract:</u> This Contract shall be for one year's duration but shall be automatically renewed, unless canceled in writing on or before the anniversary date.
- 4. <u>Distinct Need:</u> Broker has a distinct need for responsive Motor Carrier Service to be performed by Carrier with assurance of Cargo Insurance at limits above requirement of Common Carriers. To meet this distinct need, Carrier agrees to a minimum of \$100,000 in Cargo Insurance Coverage.
- 5. Rate or Method for Determining Rate(s): Attached hereto as Appendix A is a schedule or matrix of rates for which Carrier agrees to transport the said series of shipments and for which Broker agrees to pay Carrier.
- 6. Governing Rules & Regulations: Unless otherwise set forth in this Contract the relationship between Broker and Carrier shall be that of independent contractors and Carrier agrees to accept Common Carrier duties and obligations as set forth in the uniform Bill of Lading and in accordance with the general rules of the U. S. D. O. T. and the Interstate Commerce Commission (including, but not limited to, claims rules as set forth at 49 C. F. R. ζ 1005).
- 7. <u>Provisions for Spot Market Conditions:</u> The series of shipments contemplated by this Agreement may be amended by addenda agreed to in writing by the parties and attached hereto.

- 8. <u>No Back Solicitation:</u> Carrier recognizes that intermediary named herein is the Agent of its Shipper/Principal for all purposes here relevant including future solicitation of freight for a period of one (1) year.
- 9. <u>Terms of Payment:</u> L. T. Brokers, Inc. agrees to pay Carrier for its services rendered under this Agreement in accordance with the effective schedules within 15 days of receipt of the Carrier's freight bill covering such transportation accompanied by an original signed Delivery Receipt or Bill of Lading.
- 10. Hold Harmless Agreement: Carrier agrees that it will hold harmless and indemnify L. T. Brokers, Inc., its customers and the consignors from and against all claims, lawsuits, demand, liability, costs, and expenses covered by, to property, including cargo, from Carrier's negligent performance of this Agreement, including attorney's fees and other reasonable cost of defense. Excluding all loss, damage, costs and expense of claims of liability including attorney's fees resulting from injury to or death of any person, or damage to any property including Cargo, due to the negligence of shipper Force Majeure Clause or it's employees or agents.
- 11. Force Majeure Clause: In event Carrier fails to timely or safely transport freight under this Agreement and such failure is caused by strikes, acts of God, war, accidents, civil disorder or through compliance with any legally constituted order of civil or military authorities, Carrier shall be relieved of liability for such for its nonperformance, but only to the same extent L. T. Brokers, Inc., is simultaneously relieved of liability for its non-performance under the Agreements between L. T. Brokers, Inc. and the customer based upon the same set of circumstances that affected Carrier.

This Contract is entered this	_day of	, 20
Authorized Carrier Representativ	ve	
Authorized Broker Representativ	<u></u>	

# L. T. BROKERS, INC. CARRIER PROFILE

Carrier Name:	
Address:	
Federal ID:	
Phone:	Fax:
EQUIPMENT:	
# Company Trucks:	
# Owner Operators:	
# Flatbed Trailers:	Size:
# Van Trailers:	Size:
Legal Weight Limit: <sub>.</sub>	
Check flatbed equipn	nent provided on all trucks:
Lumber Tarps	_Steel TarpsChainsStraps
Coil Racks – Othe	.p.•

Credit Infomation L. T. Brokers, Inc. P. O. Box 312 Cochran, Georgia 31014 ICC MC231919

Phone: 800-342-1286

Fax: 478-934-9202

Dispatch Contacts: Broker Ext. 5229

Donna Page, Ext. 5211

Bank Reference: Citizens Bank of Cochran

303 N. E. Dykes Street Cochran, GA 31014

478-934-6277

#### **Carrier Credit References**

Malone Freight Lines Mason Dixon Lines, Inc.

P. O. Box 71573 PO Box 2122

Chicago, IL 60694-1573 Warren, MI 48090

800-366-6350 904-548-9991

RSC Transportation Market Transport Service

PO Box 688 PO Box 403526 Pooler, GA 31322 Atlanta, GA 30384

888- 809 -1476 800-784-1283

J & S Bulk Transport Mayes Trucking

PO Box 165 PO Box 81860

Rockport, IN 47635 Las Vegas, NV 89180-1860

800-359-1464 800-890-6497

### SETTLEMENT POLICY

Once you have delivered a load brokered through our Company, mail the <u>original</u> signed delivery receipt to the above address for prompt payment. Settlement can not be processed without the consignee's <u>original signature</u>.

Our normal weekly cut-off time for processing settlement is 5:00 p.m. on Tuesdays. If the <u>original</u> signed delivery receipt is in our possession by the cut-off time, your check will be mailed on Thursday of the same week. If the <u>original</u> signed delivery receipt arrives after the cut-off time, your settlement check will be mailed on Thursday of the following week. Our cut-off time may vary due to holidays. If you should have any questions concerning payment on or around holidays, please contact our Accounting Department.

Thank you,

L. T. Brokers, Inc.

### CEMUCE DATE

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### Power Certificate No. GA 003 momo pol 310005810

#### AEGIS SECURITY INSURANCE COMPANY POWER OF ATTORNEY

ENOW ALL SIEN BY THESE PRESENTS, THAT REGIS SECURITY INSURANCE COMPANY for hardy make considered appoint. ROBERT G. TREEGR, DIANNE L. HREHOR, ROBERT M. BREHOR, RATHY S. SMITH, RENA C. MINES.

its into and heated Automorphic Field, so make, execuse and deliver on its benefit wavely bonds, undermising and other accretions of similar names as follows: \$1 MHELHON

Time From all directory is greeced and contain under sea by the natherity of the following Mesotyphen surposed by the Brand of Theories of the Company in the 4th day of February, 1993.

Resolved. The tim Problem, my Vica President, the Secretary and any Assistant Secretary appealmed for then prepare by the efficients charge of surery executions shall each have sufficiently is appoint indirection as Atlanta while or main either agreements with makefully is assente on reduct of the Company, Buckly and acrety bonds and other documents of similar character leaved by the Company in the course of as business. Our new instrument making or environment, and approximent, the algorithm has be affected by facilities. On any instrument obstacting such authority or on any bound or undertaking of the Company, the oral or lacetime interest may be impossed in fixed in its say other magnetic reproduced, provided, however, that the seal shall not be necessary to the subday of any such instrument or and character.

"Resolved. That his impaction of south of the following officers: President. Vice President say Assistant Vice President, in Secretary of Assistant Secretary and the soci of the Company may be affired by Residents to any Power of Assistance of to any Continues relating baseto. appaining Residen: Vice Freistene. Resident Assistan September Associated in Past for the propose only of executing and meeting binds and undertaking and other verticage open the Champery and any such power recorded and northful by such facilitate agentics and textileste and shall be valid and binding on the Company in the lower with respect to any limit or undertaking in which it in matched

EXEMITHESS WHEREON, ARGIN SECURITY INSURANCE COMPANY his most in official limit to be hereone without, and here preserves be becaused by its Foreigned this \_ist\_day of \_issuade \_\_. 1998

ARGIS SECURITY INSURANCE COMPANY

Darlsey J. Frdy President

Contractoraldi of Frants/Notific i sa . Niumitharg

Comey of Desphile

On this livering of Language. 1999, before site personally same Darken L. Frie to me known, who being by me duly sweet, site depose and say that she is President of AECIS SECURITY INSURANCE COMPANY, the composition described baseds and which execused the above meanment, that she known the real of the raid corporation, that the instituted to the raid instituted is that corporate small that it was an affixed by order of the Board of Directors of suit cuspension and that the signed her man't therein by like order

> preedok liddick Motary Public My Commission Explica Taly 19, 1004

I the understand, Secretary of ARCH SECURITY INSURANCE COMPANY, a Person variation for their DO BERREY CERTIFY that the following and attaches Power of Actionary remains in full force and his nor bean sevelade and fluiderings that the Resolution of the Board of Directors, see forth in the said Power is Attorney, le now in force

Separational sealed in the City of Harrisbury, in the Communication of Francy Avanta, dates this 25 Th assist SANBARY, 2005.

LT HONGERS, INC.

ORBORAHA, GOOD Secretury

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and the second community of the second secon Fabilitation of this document can result in criminal populates prescribed under 18 U.S.C. 100; IN WITHESS WHEREOF, the said Principal and Sussey have executed this instrument on the \$272 day January PROPERM SURETY Maste II arokers, Inc. Name ARGIS SECURITY INCIREMENT EXPONENCES. RUBERT C. BRENC MIDDELY 2- FAGI Nodry Futific, Exercisy County, Service My Communistr Expense Sept. 2, 2, 3

## AEGIS SECURITY INSURANCE COMPANY

2407 Park Drive, Suite 200 Harrisburg, PA 17110

Collateral No: 05-AEG00057

#### COLLATERAL RECEIPT

Aegis Security Insurance Company, 2407 Park Drive, Suite #250, Harrisburg, PA 17110 has received collatoral in the form of a Letter of Credit #050 in the amount of the Ten Thousand and No/100 Dollars (\$10,000.00) issued by The Citizens Baris of Cochran (Cochran, GA) for the account of LT Brokers, Inc., Roy E. Hamrick for the execution of Bond No.

810005810. The collateral will be held until the Bond for LT Brokers. Inc. on behalf of The U.S. FMCSA in the amount of (\$10,000.00), is no longer in fall force and effect and any claims discovery period has expired and all has been released by Surety.

Signed and sealed this 25th day of January, 2005.

Aegis Security Insurance Company

Rakert C. Hrobar Artorney in Fac