#### CREDIT APLICATION

Load 2 Brokerage LLC dba Load 2 Logistics LLC 25 Northwest Point Ste 950 Elk Grove Village , IL 60007 www.loadtwo.com Phone# (847) 790-2774 Email: dispatch@loadtwo.com



Name: Address: City, State, Zip: Telephone: Fax: E-mail: Web: Federal ID# Company Composition: LOAD 2 BROKERAG, LLC dba LOAD 2 LOGISITCS, LLC
25 NORTHWEST POINT STE 950
ELK GROVE VILLAGE, IL 60007
847-790-2774
847-700-8118
DISPATCH@LOADTWO.COM
WWW.LOADTWO.COM
81-3754820

Dispatch Contact:
Dale Email:
Dispatch Contact:
Sam E-mail:
Trackand Trace Team

Dale 847-790-2774

<u>dale@loadtwo.com</u>
Sam 630-364-6978

<u>ss@loadtwo.com</u>
<u>chrissy@loadtwo.com</u>
andy@loadtwo.com

LLC

Accounting Department:
Phone
Fax:

Accounts Rec/Payable:

Gina Oasis 847-790-2774 847-700-8118 accounting@loadtwo.com

Bank Name:
Address
Phone
Contact
Account#:

TBK BANK 3151 US HIGWAY 20 ELGIN, IL 60124 SCOTT DAMISCH 4933979

Trucking Referance

Buisness Name
Address
Contact
E-mail:
Buisness Name:
Address:
Contact:
E-mail:
Buisness Name

Address Contact E-mail: BDK EXPRESS

1100 PRATT AVE

JOE FRIEND

joe.friend@llsteamusa.com

SOURCE ALLIANCE NETWORK

2023 W. Carroll St. - C205

JIM BACA

JBACA@SOURCEALLIANCE.NET

PENMARK

1250 MARK STREET BENSENVILLE

1250 MARK STREET BENSENVILLE IL 60106 GEORGE K

PENMARKTRANS@GMAIL.COM



1200 New Jersey Ave., S.E. Washington, DC 20590

Service Date April 07, 2021

LICENSE MC-987737-B U.S. DOT No. 2926761 LOAD 2 BROKERAGE LLC ELK GROVE VILLAGE, IL

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.

Jeffrey L. Secrist, Chief

Alby L. Stein +

Information Technology Operations Division

NOTE: This registration is issued pursuant to a transfer.

**BPO-A** 

ASTHILAIRE01

DATE (MM/DD/YYYY)

### CERTIFICATE OF LIABILITY INSURANCE

6/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Stassen Insurance Agency, Inc. PHONE (A/C, No, Ext); (815) 338-2452 FAX (AC, No): (815) 338-9311 PO Box 1600 Woodstock, IL 60098 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Underwriter's at Lloyds 15792 INSURED INSURER B : NCCI-ILLINOIS Load 2 Brokerage LLC 25 Northwest Point STE 950 INSURER D : Elk Grove Village, IL 60007 INSURER E: INSURER F : COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP INSR ADDL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER 1,000,000 A X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE | X | OCCUR 5/7/2021 IRPI-GL-20-486 5/7/2022 5,000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 X POLICY FECT 100 PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 A AUTOMOBILE LIABILITY IRP-CL-21-202 5/7/2021 5/7/2022 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY X UMBRELLA LIAB OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 6/3/2021 6/3/2022 100,000 50675497 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT Y N/A 100,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 DISEASE - POLICY LIMIT 5/7/2021 5/7/2022 100,000 RPI-MCC-20-696 1000 DED ContingentCargo Llab DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

OMB No.: 2126-0017	Expiration: 05/31/2020
Oline itoli	

P SALVORES	
USDOT Number:	Date Received:

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation Federal Motor Carrier Safety Administrat

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

Bond # 11648215

Broker's or Freight Forwarder's Sure	ty Bond under 49 0.5.c. 1999	MC# 987737
FORM BMC-84		
L DESENTS that we. L	OAD 2 BROKERAGE LLC	
KNOW ALL MEN BY THESE PRESENTS, that we, $\frac{L}{\Omega}$	Name of Broker or Freight Forwarder) ELK. GROVE VILLAGE	Illinois 60007
of 25 NORTHWEST POINT STE 950	(City)	(State) (Zip)
(Street)	Southwest Marine and General Insurance Co	mpany
as PRINCIPAL (hereinafter called Principal), and		
as PRINCIPAL (hereinafter called Principal), and a a corporation, or a Risk Retention Group establis	hed under the <u>Liability Fisk Retendon Action is</u>	4 6-mbs bound unto the United States of
Arizona	(hereinafter called Surety), are held and	a firmly bound division and
America in the sum of \$75,000 for a broker or fre	eight forwarder, for which payment, well and tr	ruly to be made, we bind ourselves and our
WHEREAS, the Principal is or intends to become the rules and regulations of the Federal Motor C of motor carriers and shippers, and has elected	Carrier Safety Administration relating to insural	ministration such a bond as will ensure
of motor carriers and shippers, and has elected	to file with the Federal Motor Carrier Salety As	of 1995 in accordance with contracts,
and or arrangellie its the color	I Downley	or a licanced Fibiditi I Ol Walas.
agreements, or arrangements therefore, and WHEREAS, this bond is written to assure compl of Transportation by motor vehicle with 49 U.S.	( 13336(b), and the rules and regulations of the	ne Federal Motor Carrier Salety
of Transportation by motor vertice with a party of the state of the st	ecurity for the protection of motor carriers and	a damages herein described.
NOW, THEREFORE, the condition	tion is such that if the Principal shall pay or cau ne Principal may be held legally liable by reasor perments, and arrangements made by the Princ	ipal while this bond is in effect for the
form fulfill and carry out all contracts, as		o the Finicipal by and
Safety Administration, then this obligation and	and by any payment or succession of payments	hereunder, unless and until such pay
The liability of the Surety shall not be discribed	yed by any payment or succession of payments the penalty of the bond, but in no event shall to furnish written notice to the Federal Motor	Carrier Safety Administration forthwith of
or payments shall amount in the aggregation	the penalty of the bond, but in no event shall to furnish written notice to the Federal Motor ats made by said Surety under this bond.	Carrier Surety
in class indoements refluered, and popular		i litter and the address of the
and day of	April	
This bond is effective the	April , 2021 , 12:01 a.r n force until terminated as hereinafter providereral Motor Carrier Safety Administration at its or receipt of said notice by the FMCSA on the present	office in Washington, DC, such cancellation
cancel this bond by written notice to the Fed	eral Motor Carrier Safety Administration at its or receipt of said notice by the FMCSA on the pre grety shall not be liable hereunder for the payn	scribed Form BMC-36, Notice of Cancellat
become effective thirty (30) days area	weby shall not be liable hereunder for the paying	in the supplying of
Motor Carrier and Broker Surety Borla. The	coments, undertakings, or arrangements made	by the Time party of the Surety
which arise as the result of any contracts, as	ond as herein provided, but such termination s ages arising as the result of contracts, agreeme he date such termination becomes effective.	ents, or arrangements made by the Princip
transportation after the terminal transportation after the payment of any such dam	ages arising as the result of contracts, agreeme	
c it inniting of Hallsbulletion prior		the compativide itilico de l'
The receipt of this filing by the FMCSA certification	les that a store 387 315 of Title 49 of the Code	of Federal Regulations.
such company is qualified to make this filing	ies that a Broker Surety Bond has been issued to gunder <u>Section 387.315 of Title 49</u> of the Code giminal penalties prescribed under <u>18 U.S.C. 10</u>	01.
Falsification of this document can result in c	riminal penalties prescribed under <u>18 U.S.C. 16</u>	

IN WITNESS WHEREOF, th	ne said Principal and Surety ha	ve executed this instrumen	t on the 2nd da	ay of April	, 2021
PRINCIPAL LOAD 2 COMPANY	BROKERAGE LLC	ELK GROVE VILI	Southwest Marine COMPANY NAME	and General Insuration and Blvd 2nd Floor	Elk Grove Village
STREET AD Illinois STATE	DDRESS 60007 ZIP CODE	630-903-8789 TELEPHONE NUMBER	IL STATE Lisa Gelsomino, Attorn	60007 ZIP CODE	847-700-8100 TELEPHONE NUMBER
	(type or print Principal officer's principal officer's sign	alure)	Ofma Outson	r print Principal officer's	ature)
	(type of print wity ss's	navae)	W -08	(type or print witness's	name)

Filings must be transmitted online via the Internet at http://www.fmcsa.dot.gov/urs.

ARIZONA

## BROKER - CARRIER AGREEMENT

This Agreement is entered as of,, by and between Load 2 Brokerage LLC ("LOAD 2"), an Illinois limited liability company whose business address is 25 Northwest Point, Suite 950, Elk Grove Village, Illinois 60007, and whose Federal Employer Identification Number ("FEIN") is 81-3754820, and ("CARRIER"), whose business address is and whose FEIN is
LOAD 2 is a property broker licensed by the Federal Motor Carrier Safety Administration ("FMCSA") in No. MC-987737. LOAD 2's USDOT Number is 2926761.
CARRIER is:
a corporation; state:; copy of articles of incorporation and Federal Employer's Identification Number confirmation attached. a limited liability company; state:; copy of articles of organization and Federal Employer's Identification Number confirmation attached.
CARRIER'S FMCSA authority number is MC
CARRIER's USDOT Number is
CARRIER's Federal Employer's Identification Number FEIN is
LOAD 2 is in the business of selling and arranging for transportation by motor carrier for compensation. CARRIER is in the business of transporting goods as a for-hire motor carrier.
CARRIER has equipment suitable for providing truck transportation services. CARRIER, as an independent contractor, proposes to provide trucking and related services for LOAD 2 under the terms and conditions stated in this Agreement.
THEREFORE, In consideration of the promises exchanged between them in this Agreement, LOAD 2 and CARRIER agree as follows:
1. SERVICES.
(a) CARRIER agrees to provide the trucking and related services described in Exhibit A for the rates and charges stated in Exhibit A. Exhibit A may be amended from time to time by written agreement between the parties and, as so amended, will be incorporated into this Agreement. The agreement may be amended by fax or by e-mail, as long as there is written, signed confirmation of that amendment. From time to time, the parties may propose and accept rates and other terms for services in rate confirmation documents exchanged between them. The charges and services covered by any of those rate confirmations will be subject to the terms and conditions of this Agreement.
(b) CARRIER agrees to transport shipments tendered to it by LOAD 2 under its own operating authority. CARRIER will not re-broker, assign or interline the shipments tendered to CARRIER without prior written consent of LOAD 2. If CARRIER breaches this section of
1 INITIALS FOR CARRIER INITIALS FOR LOAD 2

the Agreement, LOAD 2 will not be obligated to pay CARRIER for any shipment handled in violation of this section, and LOAD 2 will have the option to pay money otherwise owed to CARRIER directly to the delivering entity. Upon LOAD 2's payment to delivering entity, CARRIER will not be released from any liability to LOAD 2 under this Agreement, and CARRIER shall be liable for any incidental, special or consequential damages incurred by LOAD 2 as a result of CARRIER's violation of this section.

(c) CARRIER shall perform all services as a contract carrier. No tariffs published or adopted by or on behalf of CARRIER will apply to the services provided by CARRIER under this Agreement.

#### 2. TERM.

- (a) This Agreement will begin on the date stated above and will continue for an initial term of 1 year. This Agreement will then be renewed automatically for successive additional terms of 1 year each, unless a party proposing to terminate this Agreement gives the other party notice of its intent to terminate this Agreement at least 30 days prior to the expiration of the then-current term.
- (b) After termination of this Agreement for any reason, each party shall be obligated to complete performance of its obligations which may have accrued or be in progress but which not have been completed or fulfilled prior to termination.
- 3. INDEPENDENT CONTRACTOR. CARRIER will be an independent contractor, and LOAD 2 will not be considered the employer of CARRIER or any of CARRIER's drivers, helpers, agents or employees. CARRIER, as an independent contractor, will determine the method, means and manner of performing all of its obligations under this Agreement. CARRIER agrees to pay any and all social security, unemployment, workers' compensation, income and other federal, state or local taxes and fees which may be assessed, demanded from, or levied against CARRIER and/or CARRIER's drivers, helpers, agents or employees, and CARRIER agrees to defend, indemnify and hold LOAD 2 harmless from and against any assessment, levy or demand for payment of those taxes or assessments.

#### 4. INSURANCE.

- (a) CARRIER agrees that it will maintain in effect during each term of this Agreement, the insurance coverage required by federal and state laws and regulations applicable to the service being performed and commodities being shipped by CARRIER for LOAD 2.
- (b) At a minimum, CARRIER shall obtain and maintain the insurance coverages in the form and amounts stated in Exhibit B to this Agreement. CARRIER agrees to know and keep current with all insurance-related federal, state and other laws and regulations that are applicable to the service CARRIER is performing for LOAD 2. CARRIER agrees that any insurance coverage it provides shall always remain in compliance with such laws and regulations.
- (c) LOAD 2 may, from time to time, request CARRIER to provide additional or different insurance coverages. LOAD 2 will give CARRIER at least 10 days' notice of its request for those additional or different coverages. If CARRIER does not provide those

INITIALS FOR CARRIER	
INITIALS FOR LOAD 2	

additional or different coverages within the time set by LOAD 2, then LOAD 2 may, at its option, suspend the use of CARRIER's services until those coverages are provided or terminate this Agreement as of the date by which CARRIER should have provided those additional or different coverages.

### 5. CARRIER'S OPERATIONS; SAFETY RATING.

- (a) CARRIER agrees to maintain and operate its vehicles and provide its services at all times in an efficient, safe, and lawful manner, and shall comply with all lawful orders, rules and regulations of any governmental agency with jurisdiction.
- (b) CARRIER shall at all times comply with all applicable federal, state and other laws and regulations relating to the provision of its services including, but not limited to the Department of Transportation Hazardous Materials Regulations; security regulations; equipment lease regulations; loading and securement of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, 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.
- (c) CARRIER shall endeavor to maintain a satisfactory USDOT (FMCSA) safety rating, but under no circumstances is CARRIER allowed to provide services under this Agreement if its safety rating falls to "unsatisfactory" or if CARRIER is subject to any "unauthorized to operate" or similar notices from any government agency.

#### 6. TRANSPORTATION DOCUMENTS.

- (a) For each service provided by CARRIER, CARRIER shall execute a bill of lading or receipt and other records of service acceptable to LOAD 2 and LOAD 2's customer when goods are accepted for transportation. Those documents will be evidence of CARRIER's receipt of those goods in good order.
- (b) CARRIER will provide the transportation documents required by LOAD 2 accompanying the freight bill within 5 days of the delivery of each shipment. Each bill of lading and freight bill shall contain the load number assigned to that shipment by LOAD 2 at the time of dispatch.

# REASONABLE DISPATCH; FORCE MAJEURE.

- (a) CARRIER will pick up and deliver shipments arranged by LOAD 2 with reasonable dispatch, except as otherwise agreed to in advance, in writing, between CARRIER and LOAD 2.
- (b) If CARRIER is unable to carry out its obligations under this Agreement by force majeure, on notice given to LOAD 2 by CARRIER claiming force majeure and giving particulars of the force majeure by telephone, confirmed promptly in writing or by e-mail or fax as soon as possible after the occurrence of the cause relied on, the obligations of

INITIALS FOR CARRIER _	
INITIALS FOR LOAD 2	

CARRIER will be suspended during the continuance of any inability caused, but for no longer period, and so far as possible that cause will be remedied as soon as possible. "Force majeure" includes acts of God, strikes, acts of the public enemy, wars, blockades, epidemics, lightning, earthquakes, fire, storms, floods, washouts, restraints of government, explosions, valid rules, regulations and orders of governmental agencies, and other causes which are not within the reasonable control of CARRIER.

#### 8. BILLING; RATES; PAYMENTS.

- (a) CARRIER authorizes LOAD 2 to invoice CARRIER's charges to shipper, consignee, or third parties responsible for payment. LOAD 2 agrees to perform all billing-related services required in connection with the services performed by the parties under this Agreement.
- (b) All written confirmations of rates, including confirmations by billing and payment, will be incorporated into this Agreement as part of Exhibit A. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be binding when specifically agreed to in writing signed by both parties.
- (c) LOAD 2 will pay CARRIER for CARRIER's services within 30 days of the date of CARRIER's invoice, if CARRIER has given LOAD 2 all of the required documents (including signed clean bills of lading) required by LOAD 2 for each shipment.

### CARRIER LIABILITY; INDEMNITY.

- (a) CARRIER agrees to be liable for the full, actual loss of or damage to goods which CARRIER transports pursuant to this Agreement, and CARRIER shall reimburse LOAD 2 and LOAD 2's customer for all loss of or damage to goods and any costs or fees (including interest charges and attorneys' fees) which LOAD 2 or its customer may incur in pursuing any claim against CARRIER.
- (b) No limitation of CARRIER's liability for loss of or damage to any particular shipment tendered to CARRIER pursuant to this Agreement shall be effective unless and until such limitation of liability is approved, in advance, in writing, by LOAD 2.
- (c) CARRIER agrees to defend, indemnify, hold LOAD 2 harmless from and against and reimburse LOAD 2 for any and all claims, losses, damages, damage, injuries (including death), fees (including attorneys' fees), costs and expenses to the extent that any such claims, losses, damages, damage, injuries (including death), fees (including attorneys' fees), costs and expenses are or may be caused or contributed to by the acts or omissions of CARRIER, its employees, agents, contractors or subcontractors.
- (d) CARRIER shall be liable for all loss, damage and injury (including any consequential damages) resulting from or in any way connected with contamination of any load due in whole or in part to any act or omission of CARRIER. CARRIER must ensure that each trailer is cleaned and suitable for use prior to accepting any shipment under this Agreement.

#### 10. CLAIMS.

- (a) CARRIER will promptly handle and attempt to resolve claims which are submitted either by LOAD 2 or directly by a shipper or receiver for loss of or damage to any property transported by CARRIER. CARRIER will comply with all laws, rules and regulations concerning handling of claims.
- (b) Claims for loss or damage received by LOAD 2 and filed with CARRIER within 2 years following tender of shipment to CARRIER will be deemed timely filed with CARRIER.
- (c) If any claim is filed against LOAD 2 by its customer or by any other shipper, consignor, consignee, or if any party with any interest in those goods files a claim against LOAD 2, LOAD 2 will transmit that claim to CARRIER, and CARRIER will then be responsible for handling that claim, paying that claim (if applicable), and defending, indemnifying LOAD 2 against that claim in accordance with the provisions of this Agreement.
- 11. CONFLICTS BETWEEN DOCUMENTS. If there is any conflict between the terms of this Agreement and any bill of lading or shipping document or tariff (which shall not apply in any event) for any other document executed by CARRIER or LOAD 2, the terms of this Agreement shall supersede and control any conflicting terms in that bill of lading or other document, even if that bill of lading or other document was executed after the execution of this Agreement.
- 12. NO BACK-SOLICITATION. CARRIER agrees that it will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of LOAD 2's effort, or (2) where the traffic of the shipper, consignor, consignee, or customer of LOAD 2 was first tendered to CARRIER by LOAD 2. If CARRIER breaches this Agreement and "back solicits" LOAD 2's customer, and obtains traffic from that customer, LOAD 2, without further documentation, and for a period of 24 months after CARRIER has carried its last shipment on behalf of LOAD 2 to this customer, is entitled to a commission from CARRIER of 25% of the gross revenue billed by CARRIER on the movement of that traffic.
  - 13. WAIVER OF BREACH; CURE OF BREACH.
- (a) Waiver by either party to this Agreement of a breach of any term of this Agreement shall not be construed as a waiver of any subsequent breach of that term or as a waiver of any other term of this Agreement.
- (b) If either party believes that the other party is in material breach of this Agreement, the party claiming breach shall give the other party written notice of that breach, specifically identifying the things that cause the claiming party to believe that the other party is in breach. The party alleged to be in breach of this Agreement shall then have 15 days within which to cure that breach or, if that breach cannot be cured within that 15-day period, then the party alleged to be in breach shall have 15 days within which to undertake good faith efforts to cure that breach. If that breach is not cured within that 15-day period or (as the case may be) if the breaching party has not undertaken to cure that breach within that 15-day period, then the claiming party shall have the right to terminate this Agreement.

14. AMENDMENT. This Agreement may be amended only by a written instrument signed by both parties.

#### 15. CONFIDENTIALITY.

- (a) Each party agrees to forever protect and keep confidential the other party's trade secrets and confidential and proprietary information and will never, directly or indirectly, disclose any of that other party's trade secrets or confidential or proprietary information, whether or not those secrets or information are acquired, learned, attained or developed by a party alone, by the parties together, or by a party in conjunction with any other person or entity. Each party agrees that it will never use any of those secrets or that information for purposes other than the business purposes of this Agreement. Either party may disclose trade secrets or confidential or proprietary information only when authorized or directed to do so by the other party in writing.
- (b) The following things are considered to be a party's trade secrets and/or confidential or proprietary business information:
  - (1) The names and addresses of past or present customers, the products or services produced or used by those customers, and any other information relating to those customers; and the names, addresses, products or services produced or used by, and any other information relating to the customers or suppliers of the party's customers;
  - (2) The names and addresses of people and entities whose business a party may have solicited, bid for, or otherwise attempted to obtain, the products or services produced or used by those people or entities, and any other information relating to those people or entities, whether or not the party actually obtained that business;
  - (3) The commodities transported or otherwise handled by a party, origin points from which those commodities have been, are or may be shipped, destinations to which those commodities have been, are or may be shipped, weights or volumes of commodities shipped or proposed to be shipped, prices quoted or charged by a party for any actual or proposed shipments and any other information relating to shipments or services provided by a party or which may have at any time proposed to provide, whether or not that party actually transported those shipments or provided those services;
  - (4) Any and all of the methods or means by which a party conducts its business, such as means or methods for dispatching trucks; hiring, training, compensating, disciplining, or discharging employees or independent contractors; office, accounting and operating procedures; methods, techniques and programs for soliciting business; and billing and collection procedures;
  - (5) Information concerning any of a party's suppliers, such as the names or addresses of past, existing or potential suppliers, the sources or types of goods or services supplied or to be supplied, and the quantities of goods or services or the prices at which those goods or services were furnished or offered; and
  - (6) Any other information which one party tells the other party, either orally or in

writing, is secret or confidential, or which, from all of the circumstances, it may reasonably be determined, assumed or inferred by that party that the information is or should be considered secret or confidential.

Neither party shall be obligated to keep secret or confidential any of those things in (1) through (6) above which are public knowledge or which become public knowledge, provided that they have not become public knowledge through any direct or indirect act or omission of a party.

- 16. NOTICES. All notices required by this Agreement shall be given in writing, postage or delivery prepaid, and addressed to the parties at their respective addresses shown above. Notice may be given by certified mail, by e-mail with confirmation of transmission, or by receipted express courier service.
- 17. ASSIGNMENT. No party may assign this Agreement without the express, written consent of the other party. In the event of an assignment, all provisions of this Agreement shall be binding on the successors and assigns of the parties to it. No assignment shall relieve the assigning party of its duties and liabilities under this Agreement.
- 18. AGREEMENT SUBJECT TO LAWS AND REGULATIONS. This Agreement and the operations under it are subject to any valid and applicable laws, rules, regulations and orders of any governmental body affecting operations under this Agreement. However, nothing in this Agreement will be construed as a waiver of any right to question or contest any such law, rule, regulation or order. If it becomes necessary for either party to modify its performance under this Agreement to comply with additional or changed laws, rules, regulations or orders of any governmental body, that compliance will not be considered a breach of this Agreement, and this Agreement will continue in full force and effect; provided, however, that the party that is required to comply with such additional law, rule, regulation or order may modify its performance under the terms of this Agreement only to the extent required to comply with that law, rule, regulation or order. If any part of this Agreement is declared invalid, the remainder of this Agreement will continue in full force and effect.
- 19. AMENDMENTS TO EXHIBITS. Each Exhibit to this Agreement may be amended from time to time, by written agreement between the parties and, as so amended, will be incorporated into and made a part of this Agreement.

The parties confirm this Agreement by their signatures below.

("CARRIER")	-	LOAD 2 BROKERAGE LLC ("BROKER")
Signature and date	s	Signature and date
Printed name and title		Printed name and title
	_	25 Northwest Point, Suite 950 Elk Grove Village, Illinois 60007
	7	INITIALS FOR CARRIER
		TATTIALS FOR LOAD 3

Phone:	Phone: (630) 903-8789
e-mail:	e-mail: ss@loadtwo.com
FEIN:	FEIN: 81-3754820

Revision Number \_\_\_\_\_ Effective \_\_\_\_\_

SERVICES,	RATES AND CHARGES
	IVATES AND CHARGES
CARRIER agrees to provide the fol stated in this Exhibit.	llowing services to LOAD 2 at the rates and charges
[AN EXAMPLE: CARRIER will be paid \$X] FoodStuffs Corporation at Lemon City, In	X.YY per ton for all shipments moved from the diana, to XYZ Warehouse, Glen Ellyn, Illinois]
[ANOTHER EXAMPLE: All refrigerated lo Cook, DuPage and Will Counties, Illinois, and finish time.]	ads from Coldandwindy, Illinois, to customers in will be paid at \$XX.YY per hour, based on daily star
"]	I rate confirmations, as long as the rate t between Load 2 Brokerage., and Carrier dated
	2 2
The parties confirm this exhibit by	y their signatures below.
The parties confirm this exhibit by	LOAD 2 BROKERAGE LLC
("CARRIER")	LOAD 2 BROKERAGE LLC
("CARRIER") Signature and date	LOAD 2 BROKERAGE LLC ("BROKER")
("CARRIER")	LOAD 2 BROKERAGE LLC ("BROKER")  Signature and date
("CARRIER") Signature and date Printed name and title	LOAD 2 BROKERAGE LLC ("BROKER")  Signature and date  Printed name and title  25 Northwest Point, Suite 950 Elk Grove Village, Illinois 60007
("CARRIER") Signature and date Printed name and title	LOAD 2 BROKERAGE LLC ("BROKER")  Signature and date  Printed name and title  25 Northwest Point, Suite 950 Elk Grove Village, Illinois 60007  Phone: (630) 903-8789

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### INSURANCE COVERAGES TO BE MAINTAINED BY CARRIER

CARRIER shall obtain, and shall maintain in force during each term of this Agreement, the following insurance coverages, with insurance companies reasonably satisfactory to LOAD 2.

- (1) Bodily injury and property damage liability coverage, in an amount no less than one million dollars (\$1,000,000.00) combined single limit per occurrence, and two million dollars (\$1,000,000.00) combined single limit aggregate.
- (2) Cargo liability insurance ("motor truck cargo coverage"), in an amount no less than one hundred thousand dollars (\$100,000.00), per occurrence, if required to transport particular shipments tendered to CARRIER by LOAD 2. There shall be no exclusions whatsoever unless such exclusions are approved, in advance, in writing, by LOAD 2.
- (3) Workers' compensation, employers' liability and occupational disease insurance covering each of the states in which work is to be performed.

Load 2 Brokerage., shall be named as an additional insured in the policy or policies described in (1) through (3) above, to the extent available by law. All insurance policies shall provide for notice of cancellation to be given to LOAD 2 at least 30 days prior to cancellation; and each such insurance policy must provide for waiver of subrogation.

CARRIER shall provide LOAD 2 with copies of each insurance policy showing the coverages required by this Agreement.

The parties confirm this Exhibit by their signatures below.

("CARRIER")	LOAD 2 BROKERAGE LLC ("BROKER")  Signature and date	
Signature and date		
Printed name and title	Printed name and title	
	25 Northwest Point, Suite 950 Elk Grove Village, Illinois 60007	
Phone:	Phone: (630) 903-8789	
e-mail:	e-mail: ss@loadtwo.com	
FEIN:	FEIN: 81-3754820	

# (Rev. October 2018) Department of the Treasury

Internal Revenue Service

#### Request for Taxpayer **Identification Number and Certification**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2 Business name/disregarded entity name, if different from above					
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any)				
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any)  (Applies to accounts maintained outside the U.S.)				
Spe	Uther (see instructions) ►  5 Address (number, street, and apt. or suite no.) See instructions.  Requester's name are	nd address (optional)				
See	6 City, state, and ZIP code					
	7 List account number(s) here (optional)					
Pa	Taxpayer Identification Number (TIN)					
backi reside entitie TIN, I Note	up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see How to get a ater.  If the account is in more than one name, see the instructions for line 1. Also see What Name and	identification number				
Numi	per To Give the Requester for guidelines on whose number to enter.	-				
Par	t II Certification					
	r penalties of perjury, I certify that:					
2 1 8	e number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issum not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been not revice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) to	otified by the Internal Revenue				

- no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.					
Sign Here	Signature of U.S. person ▶	Date▶			

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident

alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might

be subject to backup withholding. See What is backup withholding, later.