



# Circle Logistics Inc

4808 Kroemer Rd, Suite 201

Fort Wayne, IN 46818

Phone: 260-208-4500

Fax: 317-324-9919

Attention: New Carrier

Please fax back these items to 317-324-9919.

- Signed Broker Contract
- Certificate of Liability Insurance & Certificate of Cargo Insurance  
(Listing Circle Logistics Inc as certificate holder)
- Copy of Authority
- W-9



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

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

**SERVICE DATE**  
October 07, 2011

**LICENSE**  
**MC-761291-B**  
CIRCLE LOGISTICS INC  
FORT WAYNE, IN

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.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
ACCEPTANCE REPORT**

USER ID: **BONDS2**  
TRANSMISSION NUMBER: **WEB36409**  
TRANSMITTED ON: **09/28/2011 11:37:08**  
  
COMPANY NAME: **GREAT AMERICAN INSURANCE CO.**  
SUMMITTED BY: **GREAT AMERICAN INSURANCE CO. (02210-00)**

Docket	Form/Type	Policy Number	Effective Date	Action
<b>MC-761291</b>	<b>BMC-84/SURETY</b>	<b>3064303</b>	<b>09/26/2011</b>	<b>ACCEPTED</b>

Values in FMCSA Licensing & Insurance Database:

Legal Name: CIRCLE LOGISTICS INC  
Address: 4808 KROEMER RD  
FORT WAYNE IN US 46818

91X Coverage(Type/Max/Underlying):

Total: 1

TRANSPORTATION BROKERAGE CONTRACT

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Circle Logistics Inc. ("BROKER") and \_\_\_\_\_ ("CARRIER").

I.

Recitals

A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer").

B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

II.

Agreement

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.

3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. CARRIER shall be solely responsible for all aspects of each shipment tendered by BROKER, including but not limited to planning all routes, obtaining any necessary permits, arranging for pick-up and delivery appointments, dispatching drivers, verifying that all drivers have available hours under the safety regulations of the U.S. Department of Transportation, and all other terms and conditions set forth in the Rate Confirmation provided by BROKER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its

Customer. CARRIER agrees to comply fully with BROKER's Communication Protocol, a copy of which is incorporated herein by reference, for each shipment handled under this Agreement.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer. CARRIER shall cause such receipt to be signed by the shipper, driver and consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

6. **INDEMNITY.** To the maximum extent allowed by law, CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply if any such claim is found to be the direct cause of BROKER's sole negligence. CARRIER's indemnification obligations shall survive the termination of this Agreement.

7. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence.
- (b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement.

The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeable preclude coverage relating to cargo claims. No cargo liability limitations shall apply with respect to any shipment handled by CARRIER under this Agreement, and CARRIER shall be responsible for the full actual cost of any damage or loss claim regardless of the amount of cargo insurance required herein.

- (c) Statutory Workers' Compensation Insurance and Employee Liability coverage in such amounts and in such form as required by applicable state law.
- (d) CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages, that are incurred by BROKER or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim. CARRIER agrees that no released rates or liability limitations shall apply to any shipment handled by CARRIER under this Agreement.

9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens that CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation Services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's invoice,, bill of lading containing the arrival and pick-up times with the signatures of the shipper, driver and consignee, signed Rate Confirmation,

clear delivery receipt, and any other receipt that may be required by BROKER's customer to ascertain that service has been provided at the agreed upon charge. CARRIER further agrees to fax or send via Transflow proof of delivery within 72 hours after delivery, and BROKER may deduct \$25 from CARRIER's invoice for each shipment CARRIER fails to do so. In addition, BROKER may deduct an additional \$5 per day after 72 hours until proof of delivery is received by BROKER. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement. Any failure of CARRIER to invoice freight charges within 180 days of the date of delivery, shall cause the freight charges to be waived for each such shipment.

11. **CONFIDENTIALITY AND NON-SOLICITATION**. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER 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 BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. **SUB-CONTRACT PROHIBITION**. CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT**. This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.

14. **SEVERABILITY**. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

15. **WAIVER**. CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any BROKER's rights or privileges herein.

16. **DISPUTE RESOLUTION**. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Indiana and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

**"Circle Logistics Inc."**

**"CARRIER"**



Printed: Chad M. Buchanan

Printed: \_\_\_\_\_

Address: 4808 Kroemer Rd, Suite 201

Address: \_\_\_\_\_

Fort Wayne, IN 46818

\_\_\_\_\_

\_\_\_\_\_

Phone #: 260-208-4500

Phone No.: \_\_\_\_\_

Fax #: 317-324-9919

Emergency No.: \_\_\_\_\_

Email: [dispatch@clinow.com](mailto:dispatch@clinow.com)

Fax No.: \_\_\_\_\_

FID No.: \_\_\_\_\_

Dispatch Email: \_\_\_\_\_

# Communication Protocol

Attention: Carriers

Your dedication to service and extraordinary service history has placed you on our list of carriers able to haul time sensitive freight. All our freight must be maneuvered with this in mind. All drivers must carry two way communication, satellite or cell phone at all times. Failure to comply with these standards could cause removal of your company from our list of eligible carriers. Our rate is above average, and with this pay requires exceptional service.

- ❖ DRIVER WILL CALL INTO CIRCLE DISPATCH 24 HR FOR LOAD INFORMATION, PLEASE SEE RIGHT HAND CORNER OF CONFIRMATION FOR LOAD NUMBER, DRIVER MUST HAVE IN ORDER TO BE DISPATCHED
- ❖ DRIVER MUST CALL UPON ARRIVAL AT SHIPPER
- ❖ CALL WHEN LOADED WITH BOL INFORMATION
- ❖ CALL INTRANSIT EVERY 4 HOURS FOR NORMAL TRANSIT, EVERY 2 HOURS FOR EXPEDITE.
- ❖ CALL UPON ARRIVAL AT CONSIGNEE
- ❖ CALL WHEN DELIVERED WITH POD NAME.
- ❖ FAILURE TO FOLLOW GUIDE LINES AND NOTIFY CIRCLE'S DISPATCH OF SERVICE ISSUES WILL RESULT IN RATE REDUCTIONS OF 25%

Driver must call in if unable to make protects at the given moment his judgment warrants failure to protect either at shipper or consignee. The following protocol must be followed:

1. Call Circle's 24 hr dispatch with load number and failure to make protects circumstances. If our response team does not react within 30 minutes by giving instructions to driver, go to step two (2).
2. After hours numbers for problem solving team - 260-208-4500
3. Emergencies – Eric Fortmeyer 312-399-8061 / Chad Buchanan 260-437-8398

\*\* If no response to the number above: as a driver or dispatch, please insist that the dispatch help you problem solve through the situation. This is crucial for both parties, yet our protocol can only work if both parties are willing to work together to provide service that warrants follow up.

Circle Logistics Inc Signature:



Carrier Signature:



# Circle Logistics Inc.

Phone 260-208-4500; Fax 317-324-9919

Email: [freightpay@clinow.com](mailto:freightpay@clinow.com)

## **GET PAID QUICKER!**

Take advantage of one of our Quick Pay Programs:

- Sign and print your name at the bottom of this page.
- Select Option 1 or Option 2 below.
- Print 48 Hours Quick Pay or 7 day Quick Pay on the top of all your future invoices.
- **Return this page, invoice and BOL by email to: [freightpay@clinow.com](mailto:freightpay@clinow.com) or fax to 317-324-9919.**

## **QUICK PAY PROGRAM**

Please initial the option of your choice.

**Option #1**\_\_\_ Get paid by check in 48 hours from the receipt of your invoice, and proof of delivery for only 5%.

**Option #2**\_\_\_ Get paid by check in 7 days from the receipt of your invoice, and proof of delivery for only 2%.

_____ COMPANY NAME
_____ YOUR SIGNATURE, TITLE
_____ PRINTED NAME
_____ DATE



\*Once all of the necessary paperwork has been received at the appropriate e-mail address or fax number, it will be processed. **ONLY** a paper check will be issued and sent by regular mail. We are happy to expedite your check by FedEx or UPS if you can provide us with your account information.



# Circle Logistics Inc.

## General Company Information

Contact Person	Chad Buchanan, CPA Chief Financial Officer Phone: (260) 208-4500 Fax: (260) 399-4409 Email: <a href="mailto:chad@clinow.com">chad@clinow.com</a> 4808 Kroemer Rd., Suite 201, Fort Wayne, IN 46818
Accounts Payable Contact	Accounts Payable Department Phone: (260) 208-4500 Fax: (260) 399-4409 Email: <a href="mailto:freightpay@clinow.com">freightpay@clinow.com</a> Website: <a href="http://www.clinow.com">www.clinow.com</a>
Federal ID #	45-3296211
Type of Business	Corporation
Bank Information	General Credit Union 5001 U.S. 30 West Fort Wayne, Indiana 46818
Bank Contact	Peggy Phone: (260) 471-5544 Email: <a href="mailto:gcu@gencu.org">gcu@gencu.org</a>
Bank Account Info	Account Number: 8003807 Routing Number: 274973206
Principal Business Activity	Trucking & Freight Brokerage
Business Established	2011
MC #	761291
SCAC Code	CLIM
D&B #	969952469
SIC Code	4119-14
Annual Gross Revenue	\$5,000,000.00
Corporate Officers	Eric Fortmeyer – President Chad Buchanan – Secretary, Treasurer
Total Employees	10
Financial Statements	Available Upon Request

## Credit References

VTI Specialized, LLC 12044 Flagstone Drive Fishers, IN 46037 Phone: (317) 625-2418 Fax: (317) 495-9944	Buchanan Hauling & Rigging, Inc. 2502 W. Epler Rd. Indianapolis, IN 46217 Phone: (317) 919-2025 Fax: (260) 399-4409	Ormsby Trucking, Inc. P.O. Box 67 Uniondale, IN 46791 Phone: (260) 543-2233 Fax: (260) 543-2842
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## Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

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

### Purpose of Form

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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