



FOR IMMEDIATE RELEASE
February 25, 2016

PLEASE READ!!!!

Magna Transport Solutions, LLC has changed its address effective immediately!!!!
Please update your records to allow for invoicing.

2704 W. Armitage Ave.
Suite 1
Chicago, IL 60647

Contact info remains the same:

Main Line (toll free): (800) 724-6751

Main Line: (312) 724-6101

Fax Line: (312) 626-2496

Website: www.magnatrans.com



2704 W. Armitage #1
 Chicago, IL 60647
 Office: (312) 724-6101
 FAX: (312) 626-2496

Email: helpdesk@magnatrans.com

Web: www.magnatrans.com

BROKER CONTACT/COMPANY PROFILE SHEET

Broker and/or Broker-Agent Information:	
Name:	Magna Transport Solutions, LLC
Phone Number:	312-724-6101
Fax Number:	312-626-2496
Email Address:	helpdesk@magnatrans.com

Corporate Office Information:	
Address:	2704 W. Armitage Ave #1 Chicago, IL 60647
Phone Number:	312-724-6101
Fax Number:	312-626-2496
Email:	helpdesk@magnatrans.com
Web:	www.magnatrans.com
Admin Contact:	Bob O'Donnell, President
Accounting Contact:	accounting@magnatrans.com
MC #:	835764
Federal EIN #:	46-3178849
Surety Bond:	\$75,000.00 surety bond on file with Authorities Direct
Contingent Insurance:	Insurance on file with Contingent Auto Liability



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/4/2016

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(ies) must 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).

PRODUCER LOGISTIQ Insurance Solutions, A GSIS Company 2613 Manhattan Beach Blvd. Suite 200 Redondo Beach CA 90278	CONTACT NAME: GSIS CSR PHONE (A/C. No. Ext): (310) 379-9660 E-MAIL ADDRESS: debi@logistiqins.com		FAX (A/C. No): (310) 374-2431
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Magna Transport Solutions 2704 W. Armitage Ave Suite 1 Chicago IL 60647	INSURER A: Hiscox Syn 33		NAIC # 112650
	INSURER B: Kiln 510		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: Master 16-17

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H3316-052	10/8/2016	10/8/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Contingent Auto <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			K16500-005	10/8/2016	10/8/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contingent Cargo Legal Liab			K16500-005	10/8/2016	10/8/2017	\$100,000 any one acc/occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes

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

Jennifer Morgan/JEN

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BROKER/CARRIER AGREEMENT

This Agreement shall govern the services provided by _____, a licensed motor carrier pursuant to USDOT # _____ & MC# _____ (hereinafter referred to as "**CARRIER**") and **Magna Transport Solutions, LLC** (hereinafter referred to as "**BROKER**"), a licensed property broker pursuant to Docket No. **MC#835764**. The **BROKER** and the **CARRIER** have determined an agreement is to their mutual advantage and best interest and they hereby agree to the following terms and conditions:

1.0 Relationship - The relationship between the **CARRIER** and the **BROKER** shall be that of an independent contractor, each to the other, and at no time shall the employees, agents or associates of one be considered to be employees, agents or associates of the other. If any disputes arise about any matter covered by the terms of this agreement, the dispute will be referred by either/both parties to the Arbitration Procedures of the Transportation Broker's Conference of America or to any party to whom the parties mutually agree. If neither of these is satisfactory, the dispute must be referred to the Arbitration Procedures of the American Arbitration Association and will be subject to the applicable laws, regulations and procedures of the state of Illinois. No court action can be taken by either party prior to arbitration, and the decision of the Arbitration Association shall be binding on both parties, in any subsequent action in court.

1.1 Requirements – CARRIER represents and warrants that at all times during this Agreement it will be duly and legally qualified and registered in accordance with all federal, state, provincial, territorial, and local laws, statutes, regulations, rules and ordinances (collectively, "Applicable Law") to provide the transportation services contemplated herein as a contract motor carrier in interstate, intrastate, provincial and/or foreign commerce, and that it does not have an unsatisfactory or unfit safety rating issued by a regulatory authority with jurisdiction over **CARRIER'S** operations, including, but not limited to, the FMCSA. **CARRIER** further agrees to comply with all Applicable Law in the performance of its services under this Agreement, including without limitation, for services performed in California, compliance with 95300-95312, title 17, California Code of Regulations, providing equipment that complies with U.S. Environment Protection Agency ("U.S. EPA") requirements, and compliance with in-use California air resource Board's ("Carb") Transport Refrigeration Unit ("TRU") Airborne Toxic Control Measure ("ATCM") regulations. Upon receiving an unsatisfactory safety rating or otherwise being prohibited by Applicable Law from performing services hereunder, **CARRIER** shall immediately notify **BROKER** of such fact and cease to perform transportation services hereunder until **CARRIER** is once more in compliance and **BROKER** expressly permits **CARRIER** to perform services hereunder. Upon **BROKER'S** request, **CARRIER** shall provide proof of **CARRIER'S** compliance with Applicable Laws, including the CARB TRU ATCM regulations where applicable, by proving **BROKER** with all relevant documentation, such as copy of **CARRIER'S** ARBER (CARB's online TRU registration system) certification page that identifies the applicable TRU and shows its compliance status and compliant-through date.

2.0 Soliciting - **CARRIER** agrees it will not knowingly communicate by telephone, directly or otherwise, with clients referred to it by the **BROKER** without the express knowledge and approval of the **BROKER**. It is understood by the **CARRIER** that the provisions herein pertain to "back soliciting". **CARRIER** hereby agrees that neither it nor anyone under its employ will approach shipper clients introduced to it by the **BROKER** for the purpose of providing services without the participation of **BROKER**, for as long as the **BROKER** is in operation.

3.0 Payment - **BROKER** shall pay **CARRIER** for services rendered in an amount equal to the rates and accessorial charges agreed to on the Broker/Carrier Rate Confirmation Sheet or other signed writing. **CARRIER** must submit proof of delivery with invoices to **BROKER** as agent for the shipper immediately upon delivery. Payment terms shall be thirty (30) days from receipt of necessary supporting documentation unless otherwise arranged and agreed to by both the



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BROKER and **CARRIER**. **CARRIER** agrees that **BROKER** is the sole party responsible for payment of **CARRIER'S** invoices and that, under no circumstance, will **CARRIER** seek payment from the shipper or consignee.

3.1 **Quick Pay** – Quick Pay service is available on a load by load basis and requires **BROKER** pre-approval. Funds will be deposited within two (2) business days upon receipt of all proof of delivery documentation. All accessorial charges must be submitted within 48 of delivery to be reimbursed. Please note that a 3% charge off the stated rate on the Load Confirmation and Rate Agreement will be assessed.

3.2 **Rates & Payments** – **CARRIER** will invoice and **BROKER** will pay the rates and charges set forth in the separate Rate Confirmation Agreement, for transportation services performed under this Agreement. **CARRIER** will send invoices to **BROKER**. **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**.

4.0 **Minimum Insurance Requirements** - **CARRIER** warrants to **BROKER** (and its shipper's principals) that it meets the following criteria: (a) **CARRIER** shall maintain cargo insurance in the amount of not less than (\$100,000.00) per shipment; (b) **CARRIER** shall maintain public liability insurance in the amount of not less than (\$1,000,000) as required by federal regulation (BMC-91) on file including owned, hired, and non-owned vehicles; (c) **CARRIER** agrees to maintain worker's compensation, unemployment, and disability insurance, as necessary by state, from an insurance carrier approved by each state in which services are performed hereunder; (d) **CARRIER** shall agree to provide certificates of insurance upon request; (e) **CARRIER** shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) **CARRIER** shall be in compliance with all applicable laws and regulations.

4.1 **Coverage** - Any insurance coverage's required by any government body for the types of transportation and related services specified in a Transportation Schedule. All insurance required by this Agreement or a Transportation Schedule must be written by an insurance company having a Best's rating of "B+" or better and must be authorized to do business under the laws of the state(s) or province(s) in which **CARRIER** provides the transportation and related services under all of the Transportation Schedules. **CARRIER'S** insurance shall be primary and required to respond and pay prior to any other available coverage. **CARRIER** agrees that **CARRIER**, **CARRIER'S** insurer(s), and anyone claiming by, through, or under **CARRIER** shall have no claim, right of action, or right of subrogation against **BROKER**, its affiliates, or its Customer based on any loss or liability insured under the foregoing insurance. **CARRIER** shall, prior to providing transportation and related services pursuant to this Agreement, name **BROKER**, as a certificate holder on each of the foregoing insurance policies and shall cause its insurance company to issue a certificate to **BROKER**, evidencing the foregoing coverage.

4.2 **Additional Terms** - **CARRIER** represents and warrants that it will continuously fulfill the requirements of this Section throughout the duration of this Agreement. **BROKER**, shall be notified in writing by **CARRIER'S** insurance company at least thirty (30) days prior to any cancellation, change or non-renewal of the submitted insurance policies. **CARRIER** shall at all times during the term of this agreement have and maintain in full force and effect, Public Liability, Property Damage, Cargo, and Workers' Compensation Insurance with reliable insurance companies acceptable to Shipper, and in the following amounts, which amounts may be modified by **BROKER** subsequently upon thirty (30) days' written notice: \$1,000,000 Bodily Injury; \$1,000,000 Property Damage; \$100,000 all-risk cargo liability insurance to include mechanical refrigeration unit breakdown, if applicable; Workers' Compensation insurance in the amounts required by statute in the jurisdictions where the services hereunder will be performed, and Employer's Liability Insurance in an amount no less than \$500,000 per occurrence. If **CARRIER** is self-insured, a certificate of the state in which the transportation services are to be performed must be furnished by such state agencies directly to **BROKER**.



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Insurance will meet or exceed the requirements of federal and state regulatory bodies having jurisdiction over **CARRIER'S** performances pursuant to this agreement.

4.3 Equipment – **CARRIER** shall be solely responsible for supplying, carrying, and maintaining all equipment necessary to carry out its obligations under this Agreement. Such equipment shall be in good, safe efficient operating condition (which includes providing secure, clean, sanitary, dry, defect-free and odor-free trailers that have not previously hauled waste products), in compliance with any all Applicable Law (including those relating to emissions and other environmental issues), shall be suitable and properly configured to safely load, transport, and unload the shipments specified on each load tender sheet (including any special requirements related thereto), and shall be registered, licensed, insured and identified under **CARRIER'S** own name and USDOT number.

4.4 Food Grade – All equipment provided for the transportation of food or food grade products will comply with the requirements of the Sanitary Food Transportation Act and all other applicable statutes and regulations, and **CARRIER** warrants that none of the equipment provided has been, or will be used for the transportation of any waste of any kind, garbage, hazardous materials or any other commodity that might adulterate or contaminate food, food products or cosmetics. **CARRIER** acknowledges that it has in place a food security program as required by the Federal Drug Administration. **CARRIER** further warrants that it is in compliance with the Bioterrorism ACT, including all notice, notice confirmation, and record retention requirements contained therein.

4.5 Carrier Moving Perishables - Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

5.0 Governing Rules - The following rules shall apply: (a) The terms of the standard straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. §370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. §14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with **CARRIER** by Shipper; and (f) **BROKER'S** customer is third party beneficiary of this Agreement.

6.0 Shipping Document Execution - **CARRIERS** are to be named on the bill of lading as the "carrier of record." **BROKER** shall be shown as the third party payer of all freight charges and it is understood that at no time will the **BROKER** have physical control, custody, possession, nor either physical or financial responsibility for the freight listed upon the bill of lading before, during or after transport.

6.1 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



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by **BROKER** or the Customer, and **CARRIER** shall cause such receipt to be signed by the 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. **CARRIER** will promptly send the properly signed POD to the specific **BROKER** entity identified on the applicable load tender for all applicable freight and accessorial charges, and in all cases within ten (10) calendar days of such charges being incurred, or of the date of the delivery of the applicable shipment, whichever is earlier. Any POD's presented after such ten (10) calendar days period will not be accepted or paid, and **CARRIER** will be deemed to have waived its rights to full reimbursement for the shipments detailed on such invoices.

6.2 **Seals** – Where cargo is shipped as “Shipper Load & Count” or otherwise sealed by the consignor, **CARRIER** shall ensure that the seal on the load remains intact from the time of pickup and loading until the cargo is delivered, and will comply with all other Customer seal requirements. If the seal is not intact at the time of delivery, the consignee shall have the right to reject the cargo in part or in its entirety, without any actual evidence of damage or contamination, and **CARRIER** shall be solely responsible for any replacement costs, losses, damages or amounts relating to such cargo, unless: (a) the seal was legitimately broken at a previous authorized stop within the scope of **CARRIER'S** services relating to such cargo, or (B) the seal was broken due to inspection of the shipment by any government authority, in transit or otherwise, for any reason, including customs or security, and **CARRIER** produces documentation relating to such inspection, as well as a written certification that such cargo has not otherwise been accessed by any third party.

6.3 **Haz-mat Certification** – **CARRIER** has and will continue to comply and will cause its drivers to comply with all federal, state, provincial and/or local laws and regulations applicable to its operations, including but not limited to those governing transportation of hazardous materials. Specifically, **CARRIER** certifies that it has complied with all applicable requirements of Docket No. RSPA-02-12064 (HM-232) of the Department of Transportation Hazardous Materials Regulations (HMR), including the following:

1. **CARRIER** has adopted a written in-depth security plan to address personnel security, unauthorized access and en route security of hazardous materials;

2. **CARRIER** operates in compliance with that security plan and has confirmed that its drivers providing hazardous materials transportation will operate in compliance with its respective security systems;

3. **CARRIER** has provided in-depth security training to each of its haz-mat employees and drivers regarding the security plan, including **CARRIER'S** security objectives, specific security procedures, employee responsibilities, actions to take in the event of a security breach and organizational security structure and has verified that its **CARRIER'S** providing hazardous materials transportation have also provided such in-depth security training;

4. **CARRIER** will provide recurrent general security awareness training to all haz-mat employees as required by law regarding security issues associated with hazardous materials transportation, possible methods to enhance transportation security and methods to recognize and respond to possible security threats;

5. **CARRIER** is properly licensed, qualified or certified to transport such commodity and will inform **BROKER** of any change to its qualified or certified status immediately. By accepting a shipment, **CARRIER** warrants it is licensed, qualified, and certified to transport the shipment and has the insurance required by 49 CFR 387.7 and 387.9 (or successor regulations thereto) to transport such commodity.

6.4 **Haz-mat Claims** - **CARRIER** agrees to be responsible for any and all hazardous materials and environmental claims, clean-up and remediation and the costs stemming therefrom that may arise from a material breach of this Agreement, or negligence, of the **CARRIER** or any party performing transportation services hereunder other than the **BROKER**.



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7.0 Indemnification - The **CARRIER** shall defend with competent counsel, indemnify and hold the **BROKER**, its shareholders, directors, officers, employees, and agents harmless from and against any liabilities, causes of action, claims, suits, damages, losses, judgments, penalties, contributions, fines, and fees, including without limitation, all arbitrator's or attorneys' fees and related costs, brought by or on behalf of any person, firm, corporation, government authority or other entity based upon or arising out of, or in connection with, in whole or in part, the acts or omissions, with or without negligence of **CARRIER**, its employees, agents, or contractors.

7.1 Claims Resolution Process - With the firm understanding that the **BROKER** cannot be held accountable for any type of claims, the **BROKER** nonetheless supports a Voluntary Claim Resolution process whereby the **BROKER** can act as a mediator between the **CARRIER** and Shipper, if both are in agreement. This process will involve solely the **CARRIER**, Shipper, and **BROKER** acting as mediator (no legal counsel will be required).

8.0 Carrier's Cargo Liability - **CARRIER** assumes liability as a common carrier for loss, damage to, or destruction of any and all of Customer's goods or property while under **CARRIER'S** care, custody or control. **CARRIER** shall inspect each load at the time it is tendered to **CARRIER** to assure its condition. If **CARRIER** is tendered a load which is not in suitable condition, it shall notify **BROKER**, immediately. Cargo which has been tendered to **CARRIER** intact and released by **CARRIER** in a damaged condition, or lost or destroyed subsequent to such tender to **CARRIER**, shall be conclusively presumed to have been lost, damaged or destroyed by **CARRIER** unless **CARRIER** can establish otherwise by clear and convincing evidence. **CARRIER** shall either pay **BROKER** directly, or allow **BROKER** to deduct from the amount **BROKER** owes **CARRIER'S** the Customer's full actual loss, or the amount determined by **BROKER** and **CARRIER** to be **CARRIER'S** responsibility. **BROKER**, shall deduct from the amount **BROKER** otherwise owes **CARRIER**, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. **CARRIER** agrees to indemnify **BROKER**, for any payments made hereunder. In the event of an accident, **CARRIER** shall notify **BROKER** immediately for further instructions.

9.0 Salvage Claims - **CARRIER** shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at **BROKER'S** reasonable request and direction, promptly return or dispose, at **CARRIER'S** cost, any and all of Customer's damaged and overage goods shipped by **CARRIER** under a Transportation Schedule. Salvage process responsibility/burden of proof rests with the **CARRIER** and his insurer. Motor Carrier and Insurers are entitled to mitigate their losses through salvage, but not at the expense of the Shipper. **CARRIER** shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, **CARRIER** may receive a credit for the actual salvage value of such goods.

9.1 Rejected Shipments - In the event that the consignee rejects a shipment that **CARRIER** has attempted to deliver, **CARRIER** shall immediately notify **BROKER**, and **BROKER** shall provide **CARRIER** with instructions respecting the disposition of such shipment. Unless specifically instructed by **BROKER**, **CARRIER** shall not place such shipment in a warehouse or other storage. **CARRIER** agrees that if it places such shipment in a warehouse or other storage contrary to, or in the absence of, **BROKER'S** express instructions, **CARRIER'S** liability with respect to such shipment shall continue to be that of a motor carrier and not that of a warehouseman. The foregoing shall not be deemed to waive any of **BROKER'S** or **BROKER'S** Customers' rights or remedies with respect to **CARRIER'S** handing of such shipment. In no event may **CARRIER** dispose or salvage the shipment without the written consent of **BROKER**.



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9.2 **Waiver of Carrier 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 which **CARRIER** might otherwise have to any goods of **BROKER** or its Customer in the possession or control of **CARRIER**.

10.0 **Agreement Terms** - This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice. This agreement shall be governed by the laws of the State of Illinois, without reference to its principles of conflicts of laws. This agreement contains the entire understanding of the parties and no additions or alterations shall be made unless in writing and signed by both parties. **CARRIER** may not assign or transfer any of its rights or obligations under this agreement.

CARRIER NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____



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CARRIER PROFILE

CARRIER INFORMATION:

Control #:	Company Name:	Dispatcher Name:	Ops. Mgr. Name:	Dispatch Day Ph #:	Office Hrs:
Dispatch Night Ph #:	Fax No:	Email Address:	DOT #:	MC #:	Fed. Tax Id #:
Owner/Operator? Yes <input type="checkbox"/> No <input type="checkbox"/>	Authority: Broker <input type="checkbox"/> Contract <input type="checkbox"/> Common <input type="checkbox"/>		Contract or Fleet? Yes <input type="checkbox"/> No <input type="checkbox"/>		Physical Address:
Remit to Address:			Mailing Address:		

INSURANCE INFORMATION:

Cargo Ins - \$100,000 Yes <input type="checkbox"/> No <input type="checkbox"/>	Insurance Company/Ph # :	Liability - min \$750K Yes <input type="checkbox"/> No <input type="checkbox"/>	Ins. Co./Ph #:	Bodily Injury: Yes <input type="checkbox"/> No <input type="checkbox"/>	Ins. Co./Ph #:
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Equipment Information:

# of Power Units:	# of Flatbeds:	# of Heavy Haul:
Area of Service:	Preferred Lanes:	Terminal Locations:



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Certificate Holder Request Form

To whom it may concern,

Please make "Magna Transport Solutions, llc" a certificate holder for _____ effective immediately. Our address is 2704 W. Armitage #1 Chicago, Il 60647. Please send updated form back via email @ helpdesk@magnatrans.com or fax to (312) 626 - 2496. Thank you in advance!

Office: 312-724-6101

FAX: 312-626-2496

Email: helpdesk@magnatrans.com

Web: www.magnatrans.com

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	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	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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 instructions for line 1 and 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); 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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>3-1-2016</u>
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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 funds)
- 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? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



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

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

SERVICE DATE
August 26, 2013

LICENSE
MC-835764-B
U.S. DOT No. 2431353
MAGNA TRANSPORT SOLUTIONS LLC
CHICAGO, 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.

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

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



April 26, 2016

ROBERT O'DONNELL O'DONNELL
MAGNA TRANSPORT SOLUTIONS LLC
2704 W ARMITAGE AVE SUITE 1
CHICAGO, IL 60647

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **MGBS** has been renewed for:

MAGNA TRANSPORT SOLUTIONS LLC
2704 W ARMITAGE AVE SUITE 1
CHICAGO, IL 60647
MC-835764

This Alpha Code will apply only to the company name shown above through June 30, 2017. **Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity.** Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACE, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy of this letter has been requested by BCBP, only then should you forward the requested information (email preferred as a PDF or TIF attachment) to the following address:

Customs and Border Protection
Attention: SCAC Beauregard, Cube C-231-1
1801 N. Beauregard Street
Alexandria, VA 20598-1350
AMS.SCAC@DHS.GOV

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810