



Companion Logistics

CUSTOMER PACKET

8115 Maple Lawn Blvd, Ste 350
Fulton, MD 20759

MC: 50571
DOT: 3052458
SCAC: COGJ

888-511-0014 (toll free)
828-641-9138 (fax)
info@companionlogisticscorp.com
www.companionlogisticscorp.com

Welcome to Companion Logistics!

Our freight brokerage is ready to go to work for you.

You can count on dedicated customer service and direct access to your broker 24 hours/day every day. No voicemail. No dispatchers who don't know the particulars of your loads. We get to know you, and we treat your freight like it's our own.

We make it our business to manage the details so your shipping can be hands off and hassle free—especially those tough loads others shy away from.

We're family owned and operated, which means something to us and we hope to our customers too. We want to do right by each of you—every time. Our team has been part of this crowded industry for decades, and we won't stop until we serve you better than the others.

You won't find another broker ready to work harder for you.

Please complete and return:

- Customer Profile
- Broker-Customer Agreement

Please keep for your records:

- Our Operating Authority
- Our Certificate of Insurance
- Our Certificate of Bond
- Our W-9
- Our NOA and EFT Instructions

Accounting Contacts

Kim Adkinson
Companion Logistics
kim@companionlogisticscorp.com
443-744-1782 (direct)

Juby Toribio
Triumph Business Capital
jtoribio@tbcap.com
214-513-9602 (direct)

CUSTOMER PROFILE

DATE:

COMPANY NAME:

ADDRESS:

PHONE:

CONTACT NAME:

POSITION:

EMAIL:

ADDRESS *(if different)*:

PHONE *(if different)*:

If different
A/P CONTACT:

EMAIL:

PHONE:

**COMPANION LOGISTICS CORPORATION
BROKER-CUSTOMER TRANSPORTATION AGREEMENT**

THIS AGREEMENT, "Agreement", made and intended to be effective _____, by and between Companion Logistics Corporation, having offices at Fulton, Maryland, (BROKER), and _____ having offices at _____ (CUSTOMER), collectively, the "PARTIES".

RECITALS

A. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) under USDOT No. 3052458, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority and a copy of BROKER's Surety Bond or trust fund agreement will be provided on request of CUSTOMER; and

B. WHEREAS CUSTOMER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of CUSTOMER's freight.

NOW THEREFORE, intending to be legally bound, BROKER and CUSTOMER agree as follows:

AGREEMENT

1. **TERM.** Subject to paragraph 11, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. **SERVICE.** BROKER agrees to arrange for transportation of CUSTOMER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of CUSTOMER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix A.

3. **VOLUME.**

A. CUSTOMER agrees to tender certain shipments to BROKER, and BROKER agrees to arrange for the transportation of said shipments. CUSTOMER is not restricted from tendering freight directly to motor carriers or other freight brokers. BROKER is not restricted from arranging transportation for other parties.

- B. CUSTOMER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling requirements, for any shipment.

4. **FREIGHT CARRIAGE.** BROKER warrants that it has entered into, or will enter into, bilateral contracts with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state regulations and shall include substantially the following provisions:

- A. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC § 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.
- B. Carrier shall agree to maintain at all times during the term of the contract, insurance coverage with limits not less than the following:

General Liability/Property Damage - \$1,000,000

Auto Liability - \$1,000,000/\$5,000,000 for
hazardous materials

Cargo Liability - \$100,000

Worker's Compensation – as required by law.

BROKER shall verify that each carrier it utilizes in the performance of this Agreement has insurance coverage as defined above.

- C. Carrier shall agree that the provisions contained in 49 CFR § 370.1 et seq. shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.
- D. Carrier shall authorize BROKER to invoice CUSTOMER for services provided by the Carrier. Carrier shall further agree that BROKER is the sole party responsible for payment of its invoices and that, under no circumstance, will Carrier seek payment from the shipper, consignee or BROKER's customer.
- E. Carrier shall agree that, at no time during the term of its contract with BROKER, shall it have an "Unsatisfactory" or "Conditional" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an Unsatisfactory or Conditional safety rating, it shall immediately notify BROKER. BROKER shall not knowingly utilize any carrier with an unsatisfactory safety rating in the performance of this Agreement. BROKER will require additional investigation if Carrier receives a conditional rating.

F. Carrier shall agree that the terms and conditions of its contract with BROKER shall apply on all shipments it handles for BROKER. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract

G. Carrier shall expressly waive all rights and remedies under Title 49 U.S.C. § 14101(b) to the extent they conflict with the contract.

5. **RECEIPTS AND BILLS OF LADING.** If requested by CUSTOMER, BROKER agrees to provide CUSTOMER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by CUSTOMER. CUSTOMER's insertion of BROKER's name on the bill of lading shall be for CUSTOMER convenience only and shall not change BROKER's status as a property broker. CUSTOMER understands that even when, for CUSTOMER's convenience, BROKER is listed on the bill of lading, BROKER is not a motor carrier and will not perform transportation of freight. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

6. **PAYMENTS.** BROKER shall invoice CUSTOMER for its services in accordance with the written rate confirmation and any accessorial or other charges effective at the time of the shipment as set forth on BROKER'S website (www.companionlogisticscorp.com), and any written supplements or revisions that are mutually agreed to between the PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to CUSTOMER and CUSTOMER's payment to BROKER. CUSTOMER agrees to pay BROKER's invoice within thirty days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve CUSTOMER, Consignee or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify CUSTOMER, Consignee or other responsible party against such liability.

7. **CLAIMS.**

A. **Freight Claims:** CUSTOMER must file claims for cargo loss or damage with BROKER within sixty (60) days from the date of such loss, shortage or damage, which for purposes of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. CUSTOMER must file any civil action against BROKER in a Court of Law within two (2) years from the date the carrier or BROKER provides written notice to CUSTOMER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.b above. BROKER's and carriers' cargo liability for any one shipment shall not exceed \$100,000, unless BROKER is notified by CUSTOMER of the increased value prior to shipment pickup and with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and

agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage or delay in the transportation of CUSTOMER 's property unless caused by BROKER's negligent acts or omissions in arranging for transportation of CUSTOMER's freight pursuant to this Agreement. BROKER shall assist CUSTOMER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to CUSTOMER, CUSTOMER automatically assigns its rights and interest in the claim to BROKER so as to allow BROKER to subrogate its loss. In no event shall BROKER or BROKER's Carrier be liable to CUSTOMER or anyone else for special, incidental, or consequential damages that relate to loss, damage or delay to a shipment, unless CUSTOMER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type and approximate value of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.

- B. **All Other Claims**: The PARTIES shall notify each other within sixty (60) days of learning of any claims other than cargo loss or damage claims, and shall file any such claims with the other Party within sixty (60) days from the date of notice. Civil action, if any, shall be commenced in a Court of Law within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. **INSURANCE**. BROKER agrees to procure and maintain at its own expense, at all times during the term of this Agreement, the following insurance coverage amounts:

- | | |
|--|-------------|
| A. Comprehensive general liability insurance
covering bodily injury and property damage | \$1,000,000 |
| B. Contingent Cargo Insurance | \$100,000 |
| C. Auto Liability | \$1,000,000 |

BROKER shall submit to CUSTOMER a certificate of insurance as evidence of such coverage and will name CUSTOMER as "Certificate Holder" upon request.

9. **SURETY BOND**. BROKER shall maintain a surety bond or trust fund agreement in the amount of \$75,000 and furnish CUSTOMER with proof upon request.

10. **HAZARDOUS MATERIALS**. CUSTOMER and BROKER shall comply with all applicable laws and regulations relating to the transportation of hazardous materials as defined in 49 CFR §172.800 and §173 et seq. to the extent that any shipments constitute hazardous materials. CUSTOMER is obligated to inform BROKER immediately if any such shipments do constitute hazardous materials. CUSTOMER shall defend, indemnify and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of CUSTOMER's failure to comply with applicable hazardous materials laws and regulations.

11. **DEFAULT.** Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. CUSTOMER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to CUSTOMER.

12. **ASSIGNMENT/MODIFICATIONS OF AGREEMENT.** Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

13. **SEVERABILITY/SURVIVABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid or unenforceable, the Parties agree that such portion or provision shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

14. **INDEPENDENT CONTRACTOR.** It is understood between BROKER and CUSTOMER that BROKER is not an agent for the Carrier or CUSTOMER and shall remain at all times an independent contractor. CUSTOMER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

15. **NONWAIVER.** Failure of either party to insist upon performance of any of the terms, conditions or provisions of this Agreement, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Agreement, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16. **NOTICES.** Unless the PARTIES notify each other in writing of a change of address, any and all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)	(CUSTOMER)
Companion Logistics Corporation	Company:
	Attn:
8115 Maple Lawn Blvd, Suite 350	Address:
Fulton, MD 20759	
Phone: 888-511-0014	Phone:
Fax: 828-641-9138	

17. **FORCE MAJEURE.** Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by

fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the CUSTOMER or BROKER, provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

18. **CHOICE OF LAW AND VENUE.** All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a court of law or in arbitration, shall be governed by and construed and enforced in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply. Any action filed by either party shall be filed only in a state or federal court embracing Rutherford County, North Carolina, and the Parties irrevocably consent to the exercise of personal jurisdiction by those courts.

19. **CONFIDENTIALITY.** BROKER shall not utilize CUSTOMER's name or identity in any advertising or promotional communications without written confirmation of CUSTOMER's consent and the PARTIES shall not publish, use or disclose the contents or existence of this Agreement except as necessary to conduct their operations pursuant to this Agreement. BROKER will require its carriers and/or other brokers to comply with this confidentiality clause.

20. **BACK SOLICITATION.** CUSTOMER shall not solicit the services of BROKER's motor carriers where the CUSTOMER's use of such carrier first occurred through the BROKER's efforts. If the CUSTOMER breaches this provision of this AGREEMENT, BROKER shall be entitled, as reasonable damages and not as a penalty, to a commission of fifteen percent of the gross revenue from traffic assigned by CUSTOMER to such carrier for a period of fifteen months. CUSTOMER also agrees that the breach of this provision entitles BROKER to be entitled to obtain an injunction against CUSTOMER in a court of competent jurisdiction, at BROKER's option.

21. **ENTIRE AGREEMENT:** This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed or implied, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed in their respective names by their fully-authorized representatives as of the dates first above written.

Companion Logistics Corporation
BROKER

Company: _____
CUSTOMER

Signed

Signed

Printed

Printed



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

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

SERVICE DATE

October 23, 2017

LICENSE

MC-50571-B

U.S. DOT No. 3052458
COMPANION LOGISTICS CORPORATION
FULTON, MD

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
Information Technology Operations Division

BPO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/27/2017

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 Integro Insurance Brokers 161 North Clark, Suite 1850 Chicago, IL 60601	CONTACT NAME: Brian Dreher	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS: brian.dreher@integrogroupp.com	
INSURED Companion Logistics Corporation 8115 Maple Lawn Blvd. Suite 350 Fulton, Maryland 20759	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Beazley Marine Insurance- Syndicate 2623/623		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 008578****VERIFICATION NUMBER: 58586954**

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			W3112217PNVE	11/01/2017	11/01/2018	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	CONTINGENT CARGO			W3112217PNVE	11/01/2017	11/01/2018	Occurrence \$100,000
A	CONTINGENT AUTO LIABILITY			W3112217PNVE	11/01/2017	11/01/2018	Aggregate \$1,000,000

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

**CERTIFICATE HOLDER**Companion Logistics Corporation
8115 Maple Lawn Blvd. Suite 350
Fulton, Maryland 20759**CANCELLATION**

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

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

10/11/17

PRODUCER Integro Insurance Brokers 161 N Clark, Suite 1850 Chicago, IL 60601 Contact: Brian Dreher; Email: brian.dreher@integrogroup.com	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
COMPANY A Aspen American Insurance Company	
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE -0b(MM/DD/YY)	POLICY EXPIRATION DATE -0b(MM/DD/YY)	LIMITS				
	GENERAL LIABILITY				GENERAL AGGREGATE		\$		
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG.		\$		
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY		\$		
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE		\$		
	<input type="checkbox"/> _____				DAMAGE TO RENTED PREMISES		\$		
	<input type="checkbox"/> _____				MED. EXPENSE (Any one person)		\$		
	<input type="checkbox"/> _____								
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT		\$		
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)		\$		
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)		\$		
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE		\$		
	<input type="checkbox"/> HIRED AUTOS								
	<input type="checkbox"/> NON-OWNED AUTOS								
	<input type="checkbox"/> CONTINGENT AUTO _____								
	GARAGE LIABILITY				AUTO ONLY – EA ACCIDENT		\$		
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:				
	<input type="checkbox"/> _____				EACH ACCIDENT		\$		
	<input type="checkbox"/> _____				AGGREGATE		\$		
	EXCESS LIABILITY				EACH OCCURRENCE		\$		
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE		\$		
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						\$		
	WORKER'S COMPENSATIONAND EMPLOYER'S LIABILITY				<input type="checkbox"/>	WC STATU- TORY LIMITS	<input type="checkbox"/>	OTH ER	
	EACH ACCIDENT				\$				
	DISEASE-POLICY LIMIT				\$				
	DISEASE-EACH EMPLOYEE				\$				
A	OTHER	SU56097	10/23/2017	10/23/2018	LIMIT: \$75,000				
	FMCSA SURETY BOND								

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER <div style="text-align: center; padding-top: 20px;"> *For Reference Only* </div>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: center; padding-top: 20px;"> </div>
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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.

COMPANION LOGISTICS CORPORATION

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:

☐ Individual/sole proprietor or single member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

8115 Maple Lawn Blvd Ste 350

Requester's name and address (optional)

6 City, state, and ZIP code

Fulton, MD 20759

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 the "Name" line 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

Employer identification number

82-2900252

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 ▶

Carter Admin

Date ▶

10/16/17



701 Canyon Drive
Suite 100
Coppell, Texas 75019

Main: 214.513.9600
Fax: 214.513.9611
triumphbcap.com

March 02, 2018

To:

Telephone:

Facsimile:

Re: **Notice of Assignment of Accounts**

In order to serve you better, COMPANION LOGISTICS CORPORATION, MC/DOT-050571, (our 'Client'), has partnered with Advance Business Capital LLC d/b/a Triumph Business Capital ('TRIUMPH') for the financing, management and collections of its accounts receivable. Effective immediately, under the terms of its agreement with TRIUMPH, all amounts due or to become due ('Accounts') to Client have been assigned to TRIUMPH and **all payments on the Accounts are payable to and only to TRIUMPH**. This Notice of Assignment may only be rescinded by a notarized letter to you from an officer of TRIUMPH.

If you receive copies of Client's invoices from TRIUMPH or a statement without invoices, the originals have previously been mailed to you. Please direct any and all payments to:

**Triumph Business Capital
P.O. Box 610028
Dallas, TX 75261-0028**

Alternatively, you may remit payment electronically, either by ACH or wire transfer to:

**Triumph Business Capital
c/o Frost National Bank, San Antonio TX
ABA Nbr: 114000093
Account Nbr: 950014664
Remittance Advice to: payments@tbcap.com.**

Please make the appropriate changes to your accounting and accounts payable systems to reflect the new remittance information. If you have any questions, please contact us at (866) 414-9600.

Sincerely,
TRIUMPH BUSINESS CAPITAL

COMPANION LOGISTICS
CORPORATION

George A. Thorson
Executive Vice President

Carter Franklin Adkinson
President

This is not a notice of default or collection, but rather a legal advisory providing notice as required under the Uniform Commercial Code, Section 9-406, of your obligation to make payment directly to TRIUMPH for all obligations owed to Company.



701 Canyon Drive
Suite 100
Coppell, Texas 75019

Main: 214.513.9600
Fax: 214.269.8222

Andrea McCann
Assistant Vice President
Treasury Services
Direct: 214.513.9606
amccann@triumphbcap.com

Incoming ACH/Wire/EFT Instructions

To Whom It May Concern:

Account Name: Advance Business Capital LLC DBA Triumph Business Capital

ABA: 114000093 Frost Bank, a Texas state bank
2735 Austin Highway
San Antonio, TX 78218

Account #: 950014664

Swift Code: FRSTUS44 (International transfers only)

Tax ID: 13-4284814

Please make sure to include the carrier name in the originator to beneficiary field and email all remittance information to payments@triumphbcap.com for proper credit.

Should you have any questions or concerns please contact me direct at 214-513-9606.

Sincerely,
Andrea McCann

Assistant Vice President
Treasury Services