



Keeping Your Business on Track™

## **2012 Carrier Package**

**Please fax completed forms  
to 904-641-4498 as soon as possible.**

**Radius Rail Logistics, LLC**

Revised 01/12/12– Replaces all previous Versions  
Carrier copy, please do not fax this page



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### Radius Rail Logistics, LLC

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**Welcome to Radius Rail Logistics!**

Please take some time to review and complete the attached applications and our carrier contract. The information you provide us will be compiled and maintained for use by Radius Rail Logistics only. It is also considered confidential and will not be accessible to any other company or agency without your express written permission. This information also gives us the knowledge we need to assist your trucks when moving Radius Rail freight.

We have listed below the information and materials that must be submitted by all motor carriers doing business with Radius Rail Logistics. Please take the time to expedite the following documents for our records.

**PLEASE SEND THE FOLLOWING IMMEDIATELY VIA FAX TO (904) 641-4498**

**\*\*\*\*\*Must receive all of the following requested items  
before final payment can be issued for any load tendered.\*\*\*\*\***

- 1) An original "Certificate of Cargo" & "Liability Insurance" and any applicable "Haz-Mat" coverage. All insurance certificates must name RMIS as a Certificate Holder as followed:

**Registry Monitoring Insurance Services  
28001 Dorothy Drive 2<sup>nd</sup> Fl  
Agoura Hills, CA 91301-2609  
Tele: 800-400-4924 Fax: 818-933-6352**

- 2) A completed and signed Contract Carrier Agreement with Radius Rail Logistics.
- 3) A copy of your ICC or FMCSA Operating Authority and current safety rating.
- 4) A completed and signed Carrier Application
- 5) A completed and signed W-9 Form.

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## Company Information

### Corporate Office

8833 Perimeter Park Blvd STE 902 • Jacksonville, FL 32216  
Telephone: (866) 699-RAIL (7245) • Local: (904)-641-0334 • Fax: (904) 641-4498  
[www.radiusrail.com](http://www.radiusrail.com)

### Operating Information

Federal Tax Identification Number – ..... 20-5457718  
Broker Authority.....MC – 577361  
SCAC..... RRLA

### Insurance Information

RJ Ahmann Company • 7555 Market Place Dr • Eden Prairie, MN 55344 • (952) 947-9700

### Financial Institutions

Synovus Bank • 10407 Centurion Pkwy N. • Jacksonville, FL 32256 • (904) 997-7648

**\*\*\*Radius Rail Logistics, LLC is a transportation agent for Sunteck Transport Co.; a wholly-owned subsidiary of Autoinfo, Inc.\*\*\***

**Autoinfo, Inc. is a Publicly Traded Company  
OTCBB Trading Symbol: AUTO**

### Operating and Financial Information – Autoinfo, Inc.

2010 Annual Revenue.....\$279,700,000  
Federal Tax Identification Number – Sunteck Transport Co., Inc. .... 65-0788578  
D-U-N-S Number – Auto Info, Inc.....09-889-6756  
NAICS – Sunteck Transport Co., Inc..... 488510 – Freight Transportation Arrangement  
Sunteck Transport Co., Inc. – Broker Authority ..... MC – 329363



## Carrier Profile Sheet

**(Must be completed and signed by an authorized company representative or officer.)  
Please complete and return via fax to 904-641-4498**

Carrier Name: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please Remit Payment to: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Current DOT Safety Rating \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Company Type: [ ] Corporation [ ] LLC [ ] Partnership [ ] Sole Proprietorship [ ] Other \_\_\_\_\_

Are you Haz-Mat Certified? \_\_\_\_\_

Communication with Drivers: [ ] Cell Phone [ ] Satellite [ ] Pager [ ] Computer [ ] Other \_\_\_\_\_

Telephone #s: Watts: \_\_\_\_\_ Local \_\_\_\_\_

After Hours: \_\_\_\_\_ Fax: \_\_\_\_\_

Contacts: \_\_\_\_\_

How would you like loads tendered to you: [ ] Email [ ] Fax [ ] Phone To: \_\_\_\_\_

Owner/Officer of Company \_\_\_\_\_ Title \_\_\_\_\_

Company Manager \_\_\_\_\_ Title \_\_\_\_\_

Dispatcher(s) \_\_\_\_\_

### Drivers and Equipment

# of Company Drivers \_\_\_\_\_ # of Owner-Operators \_\_\_\_\_ # of Tractors \_\_\_\_\_

Trailer Type	Trailer Length	Number of Units
Dry Van		
Dry Van / Airride		
Reefer		
Flatbed		

Signed this \_\_\_\_\_ day of \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Title



## Appendix “A”

### Hazardous Material Requirements

With respect to the transportation of hazardous materials or waste requiring vehicle placarding under applicable laws, Broker and Carrier agree that the following additional provisions shall apply for all such shipments:

1) CARRIER represents and warrants that it has obtained all necessary provincial, state and federal permits and registrations to transport hazardous materials or waste in inter-provincial, interstate and/or Intrastate commerce. Upon request, carrier shall provide broker with a copy of all such provincial, state and federal permits and registrations. Additionally, carrier agrees to notify broker immediately upon any revocation or suspension of carrier’s provincial, state, or federal hazardous material permits or registration as well as the suspension or revocation of carrier’s “satisfactory” Safety Fitness Rating issued by the US Department of Transportation, which Satisfactory rating is a prerequisite to providing transportation for hazardous materials under this agreement.

2) CARRIER represents and warrants that all drivers used to transport hazardous material Shipments have undergone the necessary training requirements of provincial, state, and federal laws. Carrier further warrants and certifies that all drivers used to transport hazardous material have the proper endorsements on their Commercial Driver’s License to legally transport such shipments. Carrier further agrees to comply with all provincial, state, federal and local laws regarding the transportation of hazardous material.

3) CARRIER shall procure and maintain, at its sole cost and expense, public liability and property damage insurance with a reputable and financially responsible insurance company insuring carrier in an amount not less than seven million five hundred thousand dollars (\$7,500,000) per occurrence. Such insurance policy shall include RADIUS RAIL LOGISTICS, LLC as the additional insured with respect to any and all liabilities for personal injuries (including death) and property damage, including environmental damage due to the release of a hazardous material or waste, arising out of ownership, maintenance, use or operation, including loading and unloading, of the equipment operated by carrier under this agreement.

\_\_\_\_\_ (initial)



**BROKER / MOTOR CARRIER AGREEMENT**

This Broker / Motor Carrier Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between RADIUS RAIL LOGISTICS, LLC ("BROKER"), a Registered Property Broker, License Number MC-577361, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate Number DOT-\_\_\_\_\_ / MC-\_\_\_\_\_ ("CARRIER"); collectively, the "Parties".

For the purpose of this Agreement, "Registered" means operated under authority issued under Title 49 of the United States Code, and regulations promulgated by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

1) CARRIER REPRESENTS AND WARRANTS TO BROKER THAT IT:

- a) Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and hazardous materials (initial here \_\_\_\_ NO HAZ MAT);
- b) Shall transport the property tendered to it by Broker under its own operating authority and subject to the terms of this Agreement;
- c) Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- d) Agrees that a Shipper's insertion of BROKER'S name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER'S status as a property broker nor CARRIER'S status as a motor carrier.
- e) Will not re-broker, assign or interline the shipments transported hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right to pay the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. In such a case, CARRIER shall not be released from liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph 1.i, CARRIER will be liable for the direct, actual, and consequential damages arising from a violation of this Paragraph 1.e.
- f) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to its operations including, but not limited to:
  - i. Transportation of Hazardous Materials,(including the licensing and training of drivers), unless disclaimed in Paragraph 1.a., as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
  - ii. Department of Homeland Security regulations;
  - iii. Independent Contractor / Equipment Lease regulations;
  - iv. Loading and securement of freight standards and regulations;
  - v. Implementation and maintenance of driver safety regulations including, but not limited to, qualification and hiring, controlled substances, and hours of service regulations;

CARRIER INITIAL \_\_\_\_\_ MC# \_\_\_\_\_

- vi. Sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers;
  - vii. Implementation and maintenance of equipment safety regulations;
  - viii. Maintenance and control of the means and method of transportation including, but not limited to, performance of its services.
- g) Will notify BROKER immediately if its federal Operating Authority ("Registered" status) is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
  - h) Shall inform and advise BROKER of any information obtained by CARRIER in performance of this Agreement which is contrary to the information communicated by BROKER to CARRIER under Paragraph 2.a., and any other material aspect of CARRIER'S service hereunder which conflicts with the specific requirements of each shipment transported hereunder.
  - i) Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
  - j) Authorizes BROKER to render an invoice to the party contractually liable to BROKER for transportation service charges, which shall include CARRIER'S freight charges and BROKER'S fees and charges.
  - k) Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

CARRIER shall defend, indemnify and hold BROKER, its shipper customer, and the bill of lading parties harmless from any claims, actions or damages, arising out of its performance under this Agreement or breach of CARRIER'S representations under this Paragraph 1, including damages of any kind asserted against BROKER for negligent hiring of CARRIER, cargo loss and damage, theft, delay, damage to property, and personal injury or death, PROVIDED that, likewise, BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of BROKER'S performance hereunder, except that BROKER shall have no liability to defend, hold harmless, and indemnify CARRIER for the negligent hiring of CARRIER. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense as they accrue.

**2. CARRIER'S RESPONSIBILITIES:**

- a) In addition to the representations and warranties made in Paragraph 1, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required by BROKER and BROKER's customers. Unless CARRIER holds Registered status as a hazardous materials hauler and BROKER has notified CARRIER in writing on the Carrier Rate Confirmation that a shipment contains hazardous materials, CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- b) CARRIER shall issue (or execute) a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become liable for the full actual value of the freight when it takes and receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility and liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading.

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Or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be null and the terms of this Agreement shall apply. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER if its established that CARRIER received the lading.

- c) CARRIER shall serve the best interests of BROKER and the bill of lading parties regarding the processing and settlement of cargo claims, overages, shortages, and damages. In doing so,
- i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.
  - ii. CARRIER'S liability for any cargo damage, loss, or theft from any cause shall be determined under the provisions and principles of the Carmack Amendment, 49 U.S.C. §14706. Notwithstanding, CARRIER's liability shall be for the full actual value of the damaged, lost, stolen, or delayed freight.
  - iii. CARRIER'S obligation to indemnify BROKER and the parties entitled to recover under the bill of lading for freight loss and damage claims shall include legal fees, which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under this Agreement.
  - iv. Except as provided in Paragraph 1.e above, neither Party shall be liable to the other for consequential damages arising out of cargo loss or damages without prior written notification of the risk of loss by type and amount, and agreement to assume such responsibility is stated in writing.
  - v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within THIRTY (30) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this time period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
  - vi. CARRIER'S liability for cargo damage, loss, or theft from any cause for any one shipment, shall not, exceed the full invoice value of the shipment plus taxing costs.
  - vii. CARRIER shall recognize and process cargo claims submitted by BROKER on behalf of BROKER'S shipping customer(s) as though the claim were submitted directly by the same.
- d) CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits:
- i. Public liability \$1,000,000;
  - ii. Motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,0000 (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances);
  - iii. Cargo damage/loss, \$100,000;
  - iv. Workers' compensation with limits required by law.

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Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible in any insurance policy.

CARRIER shall submit its Certificate of Insurance to: Registry Monitoring Insurance Service 28001 Dorothy Drive, 2d Floor, Agoura Hills, California 91301-2609. Telephone: 800-400-4924 / Facsimile 818-933-6352. Registry Monitoring Insurance Service MUST be listed as the Certificate Holder.

- e) CARRIER irrevocably assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER. As such, CARRIER shall provide BROKER with an invoice, a signed copy of the Carrier Rate Confirmation, signed bill of lading or proof of delivery, and all documentation in support of accessorial charges in a timely manner, and in no event later than 21 days from date of delivery.

CARRIER shall defend, indemnify and hold BROKER, its shipper customer, and the bill of lading parties harmless from any claims, actions or damages, arising out of its performance under this Agreement or breach of CARRIER'S representations under this Paragraph 2, including damages of any kind asserted against BROKER for negligent hiring of CARRIER, cargo loss and damage, theft, delay, damage to property, and personal injury or death, PROVIDED that, likewise, BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of BROKER'S performance hereunder, except that BROKER shall have no liability to defend, hold harmless, and indemnify CARRIER for the negligent hiring of CARRIER. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense as they accrue.

### 3. BROKER RESPONSIBILITIES:

- a) BROKER shall solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least two (2) loads each year of this Agreement. BROKER shall inform CARRIER of (a) the place of origin and destination of each shipment tendered under this Agreement; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- b) BROKER shall invoice the services of BROKER and CARRIER to the party which is contractually responsible for payment to BROKER. CARRIER shall invoice BROKER for CARRIER'S charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S written Carrier Rate Confirmation, each of which shall be incorporated herewith upon execution by BROKER and delivery to CARRIER by facsimile or electronic transmission. CARRIER shall execute the Carrier Rate Confirmation and any subsequent confirmation(s) and return the same to BROKER prior to loading (except in the following cases of modification). Additional rates, modifications, or amendments of the original rate(s) or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) in a subsequent Carrier Rate Confirmation by BROKER and CARRIER. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herewith upon execution by BROKER and delivery to CARRIER by facsimile or electronic transmission. CARRIER SHALL SUBMIT TO BROKER WITH ITS INVOICE A COPY OF THE SIGNED (BY BROKER) CARRIER RATE CONFIRMATION WHICH REFLECTS THE FINAL CHARGES DUE CARRIER.
- c) Rates which are verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written Carrier Rate Confirmations, including confirmations by billing and payment, shall be incorporated herewith.

Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

CARRIER INITIAL \_\_\_\_\_ MC# \_\_\_\_\_

**NOTE: CARRIER should insist that all accessorial charges be confirmed in writing by BROKER, as the absence of such written confirmation will delay or excuse payment to CARRIER. \_\_\_\_Carrier initials.**

- d) The Parties agree that BROKER shall be responsible for the billing and collection of freight charges as follows:
  - i. BROKER is the sole party responsible for payment of CARRIER'S charges. Failure of BROKER to collect payment from its customer shall not release BROKER of its obligation to pay CARRIER, provided, however, that BROKER shall have the right, duty and privilege to assert against CARRIER all customer defense(s) to payment. Notwithstanding, BROKER shall pay CARRIER'S invoice(s) within THIRTY (30) days of receipt of the bill of lading or proof of delivery, and all additional supporting documents in connection with CARRIER's invoiced charges, provided CARRIER is not in default under the terms of this Agreement. CARRIER shall and may not seek payment from any bill of lading party which can prove payment to BROKER.
  - ii. Payment and other disputes are subject to the terms of Paragraph 4.d, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
- e) BROKER shall maintain a surety bond / trust fund in the amount of TEN THOUSAND DOLLARS (\$10,000) and file evidence of the same with the Federal Motor Carrier Safety Administration (FMCSA).
- f) BROKER will notify CARRIER immediately if BROKER'S federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

4. MISCELLANEOUS:

- a) The relationship between BROKER and CARRIER is that of independent contractor and not that of employer/employee. BROKER has insufficient control of CARRIER, including but not limited to CARRIER'S discretion to route freight, assign equipment and drivers, and otherwise the means or methods of CARRIER'S service and nothing contained herein shall be construed to be inconsistent with this provision.
- b) CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- c) CARRIER and BROKER acknowledge and agree that certain procedures shall apply in the event of breach or dispute.
  - i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
  - ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under such laws.
- d) In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, Venue for any such action shall be in Florida, Palm Beach County. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling.

CARRIER INITIAL \_\_\_\_\_ MC# \_\_\_\_\_

- e) CARRIER shall not knowingly solicit freight shipments so long as this Agreement is in effect and for a period of SIX (6) months following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of TWELVE (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of FIFTEEN percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- f) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- g) This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs 3.b and 3.c).
- h) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. Notices sent as required hereunder, to the addresses shown in this Agreement, address.
- i) The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- j) In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- k) This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- l) The Parties to this Agreement are authorized to fax and email to each other at the numbers and addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- m) This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

CARRIER INITIAL \_\_\_\_\_ MC# \_\_\_\_\_

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

**CARRIER:** \_\_\_\_\_

**RADIUS RAIL LOGISTICS, LLC**

**BY:** \_\_\_\_\_

**BY:**

**NAME:** \_\_\_\_\_  
(TYPE OR PRINT)

**NAME:** Jesse Martinez

**TITLE** \_\_\_\_\_

**TITLE:** PRESIDENT

**WITNESS:** \_\_\_\_\_

**WITNESS:** Greg Harrison

## 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.

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"/> Other ▶ _____	
<input type="checkbox"/> Exempt from backup withholding	
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.

Social security number								
or								
Employer identification number								

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

### 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. person (including a U.S. resident alien).

**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 ▶
------------------	----------------------------	--------

### 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Brokerage Authority

PM-25  
(REV. 1/95)

**SERVICE DATE**  
**October 2006**

**FEDERAL HIGHWAY ADMINISTRATION**

**LICENSE**

**MC 577361 B**

**RADIUS RAIL LOGISTICS, LLC**  
**JACKSONVILLE, FL. US**

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining  
Chief, Licensing and Insurance Division