

CARRIER INFORMATION SHEET		DAT	ΓΕ:	
COMPANY NAME:				
TERMINAL ADDRESS:				
CITY:				
TERMINAL CONTACT NAME:		CONTACT PHON	IE #:	
MAIN OFFICE ADDRESS:				
CITY:				
TERMINAL FAX #:				
MAIN OFFICE FAX #:				
FEDERAL TAX ID #:				
PAYMENT INFORMATION:				
REMIT TO ADDRESS:				
IS IT A FACTORING COMPANY? Y/N	NAME OF I	FACTORING COMPAN	Y:	
LIABILITY INSURANCE AGENT NAME:				
PHONE #:		FAX #:		
CARGO INSURANCE AGENT NAME:				
PHONE #:		_FAX #:		
TYPE OF TRUCKS(HOW MANY):FL	AT BED	STEP DECK	_DOUBLE DROP	RGN

# PLEASE FAX THIS FORM BACK TO US ALONG WITH THE FOLLOWING DOCUMENTS:

- W-9 FORM
- SIGNED CARRIER AGREEMENT
- **AUTHORITY**
- CERTIFICATE OF INSURANCE SHOWING US AS A CERTIFICATE HOLDER













## CARRIER AGREEMENT CONTRACT

This CA	RRIER AGREEME	VT (hereinafter referred to as "the Contract") is made and entered or
the	day of	20, between
		, (hereinafter referred to as the "Carrier")
and Ligh	tning Freight Broker	age, a LLC with its principal place of business at 10622 Hirsch Rd.
Houston	TX 77016.	

### WITNESSETH

- Lightning Freight Brokerage is a motor carrier property broker duly licensed by the Federal Highway Administration (FHWA) to arrange the transportation of property by authorized motor carriers, which desires from time to time to use the services of Carrier to transport freight for or on behalf of its customers, the transportation of which Lightning Freight Brokerage controls.
- Carrier is a motor contract carrier of property, authorized by the Federal Highway Administration , all other applicable State or Federal (FHWA) in Docket No. MC governmental agencies which may be required to conduct operations and provide services in intrastate, interstate or foreign commerce in the transportation of General Commodities (except Household Goods), under continuing contracts with Lightning Freight Brokerage.
- Lightning Freight Brokerage commits to tender, and Carrier hereby commits to transport shipments during the term of the contract. Carrier agrees to provide service designed to meet the unique, distinct and continuing transportation service needs of Lightning Freight Brokerage and its Customers.
- Carrier agrees to communicate thoroughly with Lightning Freight Brokerage from the time the confirmation is received by Carrier until the shipment is delivered to the consignee. If a problem arises the Carrier will notify Lightning Freight Brokerage immediately.
- Carrier agrees to notify Lightning Freight Brokerage when the shipment is delivered and will give a verbal proof of delivery (signature of whom signed for the shipment).
- Carrier will issue and sign a standard uniformed straight bill of lading or other receipt acceptable to Lightning Freight Brokerage and Lightning Freight Brokerage customers upon acceptance of goods for transportation. The receipt or bill of lading issued or executed by Carrier shall be prima-facic evidence of receipt of goods in good order and condition by Carrier unless otherwise noted on the face of said document.
- Carrier shall submit to Lightning Freight Brokerage the original signed bill of lading evidencing good delivery of the goods. If Carrier fails to maintain and provide the bills of lading as agreed, Carrier assumes all risk of loss resulting from the failure to prove delivery.
- If Carrier cannot provide a signed bill of lading or receipt evidence delivery, the carrier will not be paid. Lightning Freight Brokerage has to provide their customers with signed delivery receipts upon invoicing transactions.
- Carrier agrees to fax a hard copy of the delivery ticket with a legible signature to Lightning Freight Brokerage as soon as they receive the paperwork from their driver.
- Carrier will bill Lightning Freight Brokerage and Lightning Freight Brokerage will pay carrier for freight charges payable to Carrier on shipments tendered by Lightning Freight Brokerage. Carriers freight charges will be printed on the Rate Confirmation in the amount negotiated between Lightning Freight Brokerage and the Carrier on each individual shipment, before the carrier is dispatched to pick up the shipment.













- Lightning Freight Brokerage agrees that it will endeavor to pay all freight bills of transportation performed within 30 days of receipt of said freight bills.
- Carrier agrees to transport the commodities to the specified destination with reasonable dispatch (defined as the length of time that it would ordinarily take to transport a like shipment), unless the specified delivery date and/or time is communicated to Carrier prior to the pick-up of any shipment.
- Carrier agrees to procure and maintain for the benefit of Lightning Freight Brokerage and its
  Customers, at Carriers own expense, and to provide written proof of, all insurance coverage
  required by the US Department of Transportation; a minimum of \$100,000 per vehicle cargo
  liability insurance covering all goods transported by Carrier under the terms of this agreement.
  Carrier will also maintain a minimum of \$1,000,000 per occurrence Automotive Liability
  Insurance. Carrier shall have their insurance agency send proof, naming Lightning Freight
  Brokerage as the certificate holder on this policy.
- Carrier, at its sole cost and expense, shall furnish all equipment required for its services
  hereunder and shall maintain all equipment in good repair and condition. Carrier, at its sole cost
  and expense shall employ for its services hereunder only competent and legally licensed
  personnel. Without written consent from Lightning Freight Brokerage, the Carrier shall not
  permit any shipment tendered hereunder to be transported by any other motor carrier or interline
  service.
- Carrier agrees to hold Lightning Freight Brokerage harmless from and indemnify Lightning
  Freight Brokerage for any liability resulting from loss or damage to any freight transported by
  Carrier pursuant to this agreement, including all cost to defend claims. Carrier also agrees to hold
  Lightning Freight Brokerage harmless from and indemnify Lightning Freight Brokerage for any
  liability resulting from personal injury or property damage, which may occur during the
  operations of Carrier pursuant to this agreement, including all cost to defend claims.
- It is further agreed that Lightning Freight Brokerage shall not be liable or responsible to anyone
  for the operations, maintenance, or control of Carrier's equipment nor shall Lightning Freight
  Brokerage be liable or responsible for any violation of traffic regulations, load weight
  limitations, or rules, regulations or laws which pertain to or affect the transportation of the
  property contemplated herein.
- Carrier agrees that is will not directly or indirectly contact or communicate with, or deal with any
  account referred to it by Lightning Freight Brokerage for 1 year following the date of the initial
  referral or the date service was last performed for such account, under the terms of this
  Agreement, whichever is later. Carrier will not solicit business from any shipper, consignor,
  consignee of customer of which Lightning Freight Brokerage tendered shipment. If Carrier
  breaches this agreement and "back solicits" Lightning Freight Brokerage customers and obtains
  traffic from such a customer, Lightning Freight Brokerage will be entitled, for a period of 15
  months after the involved solicitation first begins to a shipment, to a same commission from the
  Carrier of 20% of the transportation revenue received on the movement of the shipment.
- Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, bill of lading or shipping document shall be confidential and shall not be disclosed by Carrier to persons other than its officers, directors, employees, agents, accountants, and auditors.
- This Agreement shall be deemed to be effective on the first date that Carrier and Lightning Freight Brokerage commenced business together and the parties agree that the provisions











contained herein properly express and memorialize the complete understanding of the parties contained in all prior agreements, both verbal or in writing. This Agreement shall be effective as a continuing agreement subject to the right of either party hereto to cancel the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

IN WITNESS WHEREOF, the parties have caused this Agreement to as of the date first above written.

Lightning Freight Brokerage, LLC	Carrier										
Signature	Signature										
Print Name	Print Name										
week the common will be a first											
Title	Title										
Date	Date										









## LIGHTNING FREIGHT BROKERAGE CONTACTS

Office Phone: 713-255-9100 Fax Line: 713-255-9105

Dispatch@lightning-logistics.com To Book a Load or Dispatch:

> Nelson Montenegro - Tractors nelson@lightning-logistics.com

Adriana Rivera - Hot Shot adriana@lightning-logistics.com

Andrea Perez – Hot Shot andrea@lightning-logistics.com

Jamie Castaneda - Brokerage jamie@lightning-logistics.com

Ben Malloy - Brokerage ben@lightning-logistics.com

Sales: **Shea Jones** 

Cell: 713-382-2368

shea@lightning-logistics.com

Hallie James Cell: 713-419-7972

hallie@lightning-logistics.com

**Accounts Payable:** Theresa Traywick

theresa@lightning-logistics.com

**Safety & Compliance:** Kenny Mallet

Cell: 281-701-4437

kenny@lightning-logistics.com

**Chief Operations Officer:** Adam Wright

Cell: 713-247-9489

adam@lightning-logistics.com













## **CREDIT REFERENCES**

Federal Tax ID #: 80-0408567

MC #: 680808

Officers: Brody Chapman - CEO

> David Miller - CFO Adam Wright - COO Shea Jones - VP Sales

Bank: **Texas Capital Bank** 

> One Riverway, Suite 150 Houston, TX 77056

Contact: Trey Mounce (SVP)

832-308-7091

**References: McCoy Workplace Solutions** 

> 6869 Old Katy Road Houston, TX 77024 Contact: Mike Hamrick

713-865-4352

**Premier Trailer Leasing** 8222 Market Street Houston, TX 77029 Contact: Mark Valdez

713-675-0087

**Tele-Pro Communications** 

PO Box 1585 Sugar Land, TX 77487 Contact: Stephen Rentz

281-275-5050

**THTF Enterprises, LLC** 

PO Box 590701 Houston, TX 77062 Contact: Shawn Boone

832-398-4549











# (Rev. August 2013) Department of the Treasury

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

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

1111077101														
	Name (as shown on your income tax return)													
	Lightning Freight Brokerage, LLC  Business name/disregarded entity name, if different from above													
Q.	Business name/disregarded entity name, it officered from above													
page	Check appropriate box for federal tax classification:								Exemptions (see instructions);					
9	☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership	estate												
pe								code	(if any	y)				
Print or type Specific Instructions on page	Elimited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P							Exemption from FATCA reporting code (if any)						
P. i	☐ Other (see instructions) ➤				<u> </u>									
ı iğ	Address (number, street, and apt. or suite no.)	Reques	ter's	name	and a	ddre	ss (op	tional	)					
beć	P.O. Box 21149													
S	City, state, and ZIP code													
See	Houston, TX 77226													
	List account number(s) here (optional)													
Par			1.0											
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Na	me" line	500	ial s	ecurity	nur	nber							
to avo	id backup withholding. For individuals, this is your social security number (SSN). However that alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For ot	her	l			-		-						
entitie	s, it is your employer identification number (EIN). If you do not have a number, see How to	get a	l(	l	J	L.								
	page 3.		E	-1	- ida	1:6:0		h						
	If the account is in more than one name, see the chart on page 4 for guidelines on whose			Picy	er identification number				=					
numo	er to enter.		4	5	-  :	3   8	3 5	8	7	3	2			
	Certification		<u>)                                    </u>			—	Ш.,	Ш						
Par			—–	···										
	penalties of perjury, I certify that: number shown on this form is my correct taxpayer identification number (or I am waiting	for a numb	ner to	he.	issue	t to	mel a	nd.						
									raal E	Dava	0.10			
Se	<ol> <li>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</li> </ol>													
3. I a	n a U.S. cirizen 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.													
Certif	cation instructions. You must cross out item 2 above if you have been notified by the IR	S that you	are c	urre.	ntly si	ıbje	et to b	acku	ıp wi	thho	lding			
becau	se you have failed to report all interest and dividends on your tax return. For real estate tra it paid, acquisition or abandonment of secured property, cancellation of debt, contribution	ansactions, is to an inc	, item lividu	al re	oes n tirem	ot ap ent a	arrand	eme eme	nt (IF	age ≀A), a	nd.			
genera	ally, payments other than interest and dividends, you are not required to sign the certificat	ion, but yo	ย สเน	st pr	ovide	you	r corr	ect T	IN. S	See t	ne			
instru	itions on page 3.													
Sign Here	Signature of U.S. person	Date ►	1	-/.	5-	14	1							
Gon	eral instructions withholding tax on the control of	foreign partn	ers' s	hare	of effe	ctive	ly coni	ecte	d ince	ome,	and			

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## 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, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made

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
- Claim exempt on 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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income

Cat. No. 10231X

Form W-9 (Rev. 8-2013)





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

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

SERVICE DATE January 17, 2012

DECISION

MC-680808 LIGHTNING LOGISTICS, LLC HOUSTON, TX REENTITLED

LIGHTNING FREIGHT BROKERAGE, LLC

On January 10, 2012, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

## It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as LIGHTNING FREIGHT BROKERAGE, LLC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: http://li-public.fmcsa.dot.gov. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: January 11, 2012

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief

Offer L. Stant

Information Technology Operations Division

NC<sub>4</sub>A













# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/6/2014

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).

	lieu of such endorsement(s).	o may roquire an anaoroom	2111 71 3111 011 011 011 01 01 01 01 01 01 01 01	iouto does not some				
PRODUCER		CONTACT NAME:	Kimberly Allen					
Saffe Property & Casualty			PHONE (AIC, No. Ext): (281) 766-1400 FAX (AIC, No. Ext): (281) 766-1423					
2611 Cypress C	reek Parkway	E-MAIL ADDRESS:						
Suite F-101			INSURER(S) AFFORDING COV	ERAGE	NAIC #			
Houston	TX 77068	INSURER A	Burlington Insurance	ce Company	23620			
INSURED		INSURER E	Hallmark County Mu	tual	29408			
Lightning Logi	stics, LLC	INSURER C	Lexington Insurance	e Company	19437			
10622 Hirsch R	oad	INSURER D	Travelers Lloyd's		25674			
		INSURER E	i :					
Houston	TX 77016	INSURER F	f ;					
COVERAGES	CERTIFICATE NUM	MBER;CL136331809	REVISIO	ON NUMBER:				
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CERTIFICATE HOLDER	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
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/6/2014

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.

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	Houston, TX 77016-				INSURER 8:						
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	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		`		;			E.L. DISEASE - EA EMPLOYEE \$		1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	L.						E.L. DISEASE - POLICY LIMIT \$		1,000,000	
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ACORD 25 (2010/05)



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