Freedom Lines

service • integrity • flexibility

3110 Mike Collins Drive • Suite 101 • Eagan, MN 55121
Phone: 651-379-5120 Fax: 651-379-5548
www.freedomlines.net

Carrier Name: _____ SCAC Code: _____

Contact Name: _____ Email: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Website: _____

Remit to information (if different)

Name: _____

Address: _____

City, State, Zip _____

Phone: _____ Fax: _____

Required Information

☐ Contract Authority (Provide Certificate)

☐ Signed Contract

☐ Certificate of Insurance – Show Freedom Lines as holder
$100,000 Cargo Insurance Required
$1,000,000 General Liability Required
$1,000,000 Automobile/Public Liability Required
Worker's Compensation

☐ W-9 Completed

Complete and return via fax to 651-379-5548 Attn: Keith

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BROKER/MOTOR CARRIER AGREEMENT

THIS AGREEMENT is entered into this____day of_____, 200___, by and between FREEDOM LINES, LLC. ("BROKER"), located 3110 Mike Collins Drive Suite 101, Eagan, MN 55121, a Registered Property Broker, Lic. No. MC-470675, and _____, a Registered Motor Carrier, D.O.T. Permit/Certificate No. ,("CARRIER"); collectively the "Parties". ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration or its predecessor agencies, within the U.S. Department of Transportation.)

A. <u>CARRIER REPRESENTS AND WARRANTS THAT IT</u>

1) 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;

2) Shall transport the property, subject to the terms of this Agreement;

3) Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;

4) Has and will maintain cargo, personal injury, public liability, motor vehicle liability (including but not limited to hired and non-owned motor vehicles), insurance as described below, which covers the risks referred to in Pars. A11, 12 and C3and4;

5) Will not insert, nor authorize a SHIPPER to insert BROKER'S name on a bill of lading as the SHIPPER or CARRIER without BROKER's express written consent;

6) Has authorized the person signing this Agreement to do so;

7) Will not assign, re-broker, subcontract, interline with any other motor carrier, or by substituted service with any railroad or other modes of transportation, or warehouse the shipments hereunder, without prior written consent of BROKER;

8) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: owner/operator lease regulations; loading and securement of freight regulations; implementation, maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation and temperature requirements for transporting food and other perishable products, qualification, licensing and training of drivers for any hazardous materials shipments; implementation, and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers;

9) Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, and will notify BROKER in writing immediately of any changes in the rating; has not been, is not being investigated for, nor is it currently subject(ed) to any fines or disciplinary action by any governmental agency (state of federal) related to the enforcement of any safety laws and regulations;

10) Will notify BROKER immediately if: CARRIER's federal Operating Authority is threatened to be or is revoked, suspended or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of CARRIER; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason;

11) Will defend, indemnify, and hold BROKER and its customers harmless and pay BROKER on demand from any claims, losses, damages, fines, or liability of any kind for damage to freight, personal injury, death, and/or property damage (including, but not limited to, reasonable attorney's fees) arising out of CARRIER's performance of, or violation of, any of the terms of this Agreement;

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12) Shall comply with all applicable laws and regulations relating to the transportation of Hazardous Materials as defined in 49 C.F.R.§ 172.800, §173, and §397, et seq. (including any amendments) to the extent that any shipments hereunder constitute Hazardous Materials. CARRIER shall be solely responsible for any violation of the applicable laws and regulations, and shall defend, indemnify, and hold BROKER and its customers harmless and pay BROKER on demand from any claims, losses, damages or liability incurred, including, but not limited to reasonable attorneys fees arising from any non-compliance;

13) Expressly authorizes BROKER to accept payment from shippers (or others obligated to pay) for CARRIER's services, and waives all rights to collection from shippers (or others obligated to pay) for those services.

B. <u>BROKER RESPONSIBILITIES:</u>

1. <u>SHIPMENTS, BILLING & RATES:</u> BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least three (3) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any time or temperature-sensitivity instructions or special equipment requirements provided BROKER has timely received such information from SHIPPER.

2. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER) charges, as mutually agreed in writing or by fax, contained in BROKER's Rate Confirmation Sheet(s) Exhibit A attached and incorporated herein by reference. Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, 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) by both Parties. Any such changes in rates shall automatically be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. CARRIER's schedule of rates and charges shall be provided by CARRIER to BROKER in writing (fax or mail) upon BROKER'S request, and shall include all rates, classifications, rules and practices upon which any rate applicable to the shipments transported under this Agreement, is based, and no part thereof shall be amended, modified or changed to affect agreed upon rates (Exhibit A) without mutual written consent of the Parties.

3. Additionally, any rates which may be verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Unless specifically agreed to in writing, no rates or charges, including, but not limited to, accessorial charges, detention charges, "released rates", or "limited liability" rates or values, other than those mutually agreed upon by the Parties herein shall be valid.

4. <u>PAYMENT:</u> (a) BROKER agrees to pay CARRIER for its services rendered hereunder, upon written receipt of proof of delivery (bill of lading or delivery receipt) and freight bill, in accordance with the rates set forth above, or as otherwise agreed in writing, within thirty (30) days of receipt of CARRIER's invoice, provided invoice and other required documentation is received no later than 60 days after date of delivery, or scheduled date of delivery of the freight whichever is earlier. CARRIER expressly waives its right to collection for failure to deliver timely invoicing and other required documentation within the 60 day period. Arbitration action for alleged nonpayment for CARRIER services hereunder must be commenced within one year of date of delivery or scheduled date of delivery whichever is earlier in order to avoid being permanently barred. Upon receipt of payment of any amounts by CARRIER arising out of this Agreement, CARRIER automatically assigns all of its rights to payment from shippers, consignees, or third parties to BROKER.

(b) Except when delivery of freight is rejected by consignee(s), and stored/warehoused at direction or approval of BROKER or shipper, CARRIER shall neither have nor claim any lien rights against freight transported under this Agreement. Liens for storage/warehousing shall be limited to the freight subject of the lien. CARRIER's lien rights shall be released and are automatically assigned to BROKER, upon receipt of payment by CARRIER or warehouse for any such storage/warehousing.

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C. CARRIER RESPONSIBILITIES:

1. EQUIPMENT: All shipments tendered by a shipper or customer to CARRIER, procured by BROKER under the terms of this Agreement, shall be accepted by CARRIER for transportation, provided such shipment does not exceed the capacity (weight or cubic volume) of CARRIER's equipment. Subject to its representations and warranties in Paragraph A above, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed.

2. BILLS OF LADING: CARRIER shall issue a bill of lading for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/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/liability continues until delivery to consignee at destination, and consignee signs bill of lading or delivery receipt, and delivers it to CARRIER. All signed delivery receipts and/or bills of lading shall be sent to BROKER within 24 hours of pick-up or delivery. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. 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.

3. LOSS & DAMAGE CLAIMS:

a) CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations issued or adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, for processing all loss and damage claims and salvage, which arise out of the discharge of CARRIER's duties and responsibilities hereunder; and

b) CARRIER's liability for any freight damage, loss, or theft from any cause (regardless of the type of operating authority it has) shall be determined under the Carmack Amendment, 49 U.S.C. §14706; and

c) Special Damages: Any liability of CARRIER under Pars. A11 and 12 which may exceed damages under Par (b) above shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability under Subp. (b) above; and

d) CARRIER assumes all risk of loss and shall indemnify and hold BROKER harmless from any liability arising out of violation of Par. A (7), including consequential damages, costs, expenses and reasonable attorney fees. At BROKER's sole option and not in limitation of any other remedy hereunder, BROKER may pay directly the delivering carrier in lieu of payment to CARRIER.

(e) In order to avoid being permanently barred, claims for freight loss or damage must be delivered in writing to CARRIER within 120 days of date of loss.

4. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies, protecting BROKER from the risks referred to in Pars. A11, 12, C3, and this Par. 4, providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: Public liability, $1,000,000; motor vehicle (including hired and non-owned vehicles) property damage and personal injury liability $1 ,000,000;(5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of ' hazardous substances); cargo damage/loss, $100,000; workers compensation with limits required by applicable state law. Except for the higher coverage limits 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 limit liability to the insurance limits set forth above, nor shall any exclusion or deductible amount in any insurance policy exonerate CARRIER from liability.

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D. MISCELLANEOUS:

1. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee or agency relationship exists, or is intended. CARRIER is solely responsible for operating the equipment necessary to transport the freight under this Agreement. BROKER has no control over CARRIER, except to insist on strict compliance with the terms of this Agreement.

2. NON-EXCLUSIVE AGREEMENT: 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.

3. WAIVER OF PROVISIONS:

a) 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.

b) 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 the Act.

4. DEFAULT: In the event of a material breach by CARRIER of any provisions of this Agreement, BROKER shall have the right to withhold and/or set off any payments owing to CARRIER and/or received from shippers which BROKER is obligated to pay CARRIER. BROKER's set-off rights include but are not limited to) the amount of any freight damage, loss or theft claims arising out of the transportation of freight under this Agreement by CARRIER, and which are asserted against BROKER by shippers, consignees and/or their assignees and /or subrogees. The right of withholding and/or setoff is not an exclusive remedy and BROKER shall have and may exercise, subject to Paragraph 5 below, all other remedies it may have at law or in equity against CARRIER.

5. DISPUTES: In the event of a dispute arising out of this Agreement, the party's sole recourse (except as provided below) shall be to arbitration. Proceedings shall be conducted under the rules of the American Arbitration Association (AAA), Transportation ADR Council, Inc. (ADR) or Transportation Arbitration and Mediation PLLC (TAM) at BROKER's sole discretion. Upon agreement of the Parties, arbitration proceedings may be conducted outside of the administrative control of the AAA, ADR, or TAM. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR, or TAM nearest Eagan, Minnesota or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relief. Unless preempted or controlled by federal law and regulations, the laws of the State of Minnesota shall be controlling. This paragraph shall not apply to enforcement of the award of arbitration.

6. BROKER-CUSTOMER PROTECTION: CARRIER shall not directly or indirectly solicit, divert, backsolicit or perform any freight transportation (with or without compensation) for any customer of BROKER, when such customer(s) was serviced as a result of this Agreement. Transportation of freight hereunder by CARRIER, shall be deemed conclusive evidence of CARRIER's transportation service to BROKER's customers. In the event of breach of this provision, BROKER shall be entitled, for a period of eighteen (18) months following delivery of the last shipment transported by CARRIER under this Agreement to a BROKER customer, to a commission of twenty percent (20%) of the transportation revenue (as evidenced by freight bills) received by CARRI ER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief in which case, CARRIER shall be liable for all costs and expenses incurred by BROKER related thereto, including, but not limited to, reasonable attorney's fees.

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7. CONFIDENTIALITY:

a) During the term of this Agreement and for two (2) years after termination for any reason, the Parties shall not directly or indirectly disclose to anyone, or use for its own, or anyone else's benefit, Confidential Information as defined herein. For purposes of this Agreement, "Confidential Information" shall mean information of the BROKER which includes but is not limited to business and/or marketing and sales plans, trade secrets, customer names, customer contacts, personal customer information, customer shipping or other logistics requirements, and all pricing information related to BROKER and BROKER'S customers. "Customer", for purposes of this Agreement, shall mean any person or entity with whom BROKER is or has conducted business during 18 months immediately preceding violation of this Agreement. Confidential Information may be disclosed either orally, visually or in tangible form (whether by document, electronic media, or other form). The failure of either Party to mark, label or identify any of the above-described information as Confidential shall not affect its status as part of the Confidential Information protected by this Agreement.

b) In the event of violation of this clause, CARRIER acknowledges and agrees that the remedy at law, including monetary damages, may be inadequate and that BROKER shall be entitled, in addition to any other remedy it may have, to an injunction restraining CARRIER from violation of this Agreement in which case CARRIER shall be liable for all costs and expenses incurred by BROKER related thereto, including, but not limited to, reasonable attorney's fees.

c) In addition to the remedy set forth in Subparagraph (b) above, BROKER shall have the right in its sole discretion to immediately terminate this Agreement (with or without prior notice) and recover and/or withhold 20% of the transportation revenue paid (during the eighteen (18) months immediately preceding termination) and/or owing to CARRIER under this Agreement (as evidenced by CARRIER's freight bills) as liquidated damages (and not as a penalty) for breach hereof.

8. MODIFICATION OF AGREEMENT: This Agreement and the rate schedules attached may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs B2 and B3).

9. NOTICES:

a) 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 or by courier with signed delivery receipt.

b) The PARTIES shall notify each other, in writing of any claim that is asserted against either of them, by anyone, arising out of this Agreement immediately.

10. CONTRACT TERM: The term of this Agreement shall be for one (1) year from the date shown above and thereafter it shall automatically be renewed for successive one year periods, unless terminated upon 30 days prior written notice with or without cause, by either party at anytime, including the initial term. In the event of such termination the Parties shall be obligated to complete their performance obligations to each other for unfinished work in process and related payments.

11. SEVERANCE: SURVIVAL: 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.

12. ENTIRE AGREEMENT: Except for Rate Confirmation Sheet(s) Exhibit A (and its amendments) and unless otherwise agreed in writing, 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.

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

FREEDOM LINES, LLC. (BROKER)

By:

Printed: Keith Petersen

_____ (CARRIER)

(Authorized Signature)

Address: _____

_____

Freedom Lines, LLC.
3110 Mike Collins Drive
Suite 101
Eagan, MN 55121
866-475-5436 Fax: 651-379-5548
www.freedomlines.net

Initials

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

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: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

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

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

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

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

- 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 payee 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. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt 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 3 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 for 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). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

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 Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" 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.

The following payees are exempt from backup withholding:

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 payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 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 payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] 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-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, 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.ssa.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* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *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. Entering "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 payees, see *Exempt Payee* 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 [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
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

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] 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), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the 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 for 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.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

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.

Freedom Lines

www.freedomlines.net

Physical Address:

3110 Mike Collins Drive
Suite 101
Eagan, MN 55121

Mailing Address:

P.O. Box 211127
Eagan, MN 55121

MC # 470675

SCAC CODE - FDML

Federal ID # 45-0524936

DUNS # 789674954

SIC # 4731

Credit References

Banking information:

Park Midway Bank
2265 Como Avenue
Saint Paul, MN 55108
Kathy Bjerke # 651-523-7800

10K Surety Bond Information:

Old Republic Surety Company
445 South Moorland Road
BrookField, WI 53005
Office # 262-797-2640
Fax # 262-797-9495

Insurance Carrier:

Daly Agency, Inc
6750 France Ave. S
Suite # 275
Minneapolis, MN 55426
Office # 952-831-0607
Fax # 952-831-4526

Customer References:

General Mills, Inc.
1 General Mills Blvd
Minneapolis, MN 55426
Contact Tony Jolly
763-764-4059

Second Harvest Heartland
1140 Gervais Ave
Saint Paul, MN 55109
Contact Todd Arver
651-209-7951

Smead Manufacturing
600 Smead Blvd
Hastings, MN 55033
Contact Kevin Swanson
651-480-5610

Carrier References:

Transport America
1715 Yankee Doodle Road
Eagan, MN 55121
651-686-2500

McFarland Truck Lines, Inc.
1304 16th Ave NE
Austin, MN 55912
507-437-6651

Bay and Bay transfer
3686 140th st E
Rosemount, MN 55068
800-624-8130

Al Johnson Trucking
81 Saint Anthony Blvd
Minneapolis MN, 55418
612-235-3664

Apollo Transfer
422 South Madison Dr STE 101
Tempe, AZ 85281
480-858-4500

Overnite Express, Inc.
656 Pelham Blvd
Saint Paul, MN 55114
651-645-3447

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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
December 03, 2004

LICENSE

MC-470675-B
FREEDOM LINES, LLC
MINNEAPOLIS, MN

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.

Angeli Sebastian, Chief
Information Systems Division

BPO

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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
November 17, 2003

CERTIFICATE

MC-470675-C
FREEDOM LINES, LLC
EAGAN, MN

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to 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 carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Angeli Sebastian, Chief
Information Systems Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR DR
FREED-3

DATE (MM/DD/YYYY) 02/28/08

PRODUCER

Daly Agency, Inc.
6750 France Avenue South #275
Minneapolis MN 55435
Phone: 952-831-0607 Fax: 952-831-4526

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.

INSURED

Freedom Lines LLC
3110 Mike Collins Dr, #101
Eagan MN 55122

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance Company	
INSURER B: Best Rating: A	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Contingent Cargo	IMW043290	11/05/07	11/05/08	Limit:	$100,000
						Deductibl	$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

SAMPL01

Contingent Cargo
11/5/07-08

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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