



Carrier Setup

We are setting you up as a carrier in our system. Please take a moment and fill out the information below. Please be sure to include a copy of your insurance certificate with Bedford Logistics listed as the certificate holder as well as copies of your authority, Federal ID # and our contract signed. When completed fax back to us with the appropriate paperwork and forms.

Carrier Name: _____

Physical Address: _____

Remit to Name: _____

Remit to Address: _____

Primary Contact: _____

800 Number: _____

Phone: _____ Fax: _____

Cell Phone: : _____

Email: _____

Hazmat: Yes No

Teams: Yes No

Equipment: _____ Please use equipment legend when specifying

Type: _____ Please specify TL or LTL or both

Fleet Size: _____

SCAC: _____

If there are any particular lanes you would prefer to send your trucks please list them below:

EQUIPMENT LEGEND:
A = AIRRIDE
B = BROKER
C = CURTAIN VAN
D = DROPDECK
F = FLATBED
H = HAZMAT
HP = HOPPER TRUCK
L = LOGISTICS
I = INTERMODAL
P = POWER ONLY
R = REFER
S = STEPDECK
ST = STRAIGHT TRUCK
T = TANKERS
V = VAN
W = WAREHOUSE
X = EXPEDITE/AIRFREIGHT

Please sign and date: _____

Bedford Logistics, Inc.
Application for Credit

Name: Bedford Logistics, Inc.

Corporate Address: 2600 Internationale Parkway
Woodridge, IL 60517

Telephone: 630.739.6760
Fax: 630.739.6799

Type Entity: Corporation

Officers: President: Edward Borkowski
Vice President: John Borkowski
Controller: Tim Nelson
Accounts Payable: Mary Beth Duda

Date incorporated: January 1, 2007

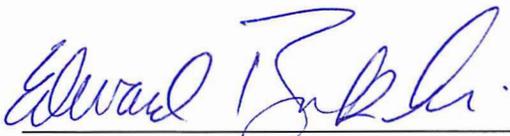
State Incorporated: Illinois

FEIN Number: 74-3186485

IL ICC #: MC 144547

Interstate CC #: MC 575551

P.O. Required: No



Edward Borkowski
President

Banking Reference

Mr. Robert Hallberg
Group President Commercial Banking
MB Financial Bank, N.A.
1400 Sixteenth Street – Suite 120
Oak Brook, IL 60523
630.203.1055
Account #: 1740006432

Bedford Logistics, Inc.
Credit Application

Credit References

RR Concepts
PO Box 5397
Woodridge, IL 60517
Phone: 847-544-1718
Fax: 847-628-0208
Email: riverarich@rrconcepts.net

Herlache Truck Lines
5111a Green Valley Road
Oshkosh WI 54904
Phone: 920-471-0225
Fax: 414-877-0053
Email: accounting@shiphtl.com

Martins Bulk Milk Service
1101 Water Street
Wilton, WI 54670
Phone: 608-435-2032
Fax: 608-435-6266
Email: juliea@martinmilk.com

Teddys Transport
930 Interchange Drive
Holland MI 49423
Phone: 800-659-3887
Email: tammy@teddystransport.com

BROKER/CARRIER AGREEMENT

This agreement is made this _____ day of _____, 2018 between Bedford Logistics ("Bedford Logistics" or "Broker") and _____ (herein referred to as "Carrier")

Recitals

WHEREAS, Bedford Logistics is a licensed ICC property broker conduction operations pursuant to Docket No. MC-575551 and domiciled at 2600 International Parkway Woodridge, IL 60517 Whereas, Broker is engaged in the business of arranging for transportation for compensation and Whereas, Broker and Carrier mutually desire to enter into a continuing arrangement for the transportation of regulated Property as permitted by 49 U.S.C. S14101 (b) and for transportation of non-regulated products as well;

Now, THEREFORE, in consideration of the mutual promises contained herein, Broker and Carrier agree as follows:

Effective Date and Term

1. This agreement is to become effective on the date first written above, or to the extent applicable, upon the date of the first shipment arranged by the broker and handled by carrier, whichever is earlier, and shall remain in effect for a period of one year from such date. This agreement shall be automatically renewed from year to year thereafter, subject to the right of either party to terminate this Agreement at any time upon 30 days advance written notice to the other party.

Scope of Agreement

2. This agreement shall govern all shipments arranged for by the Broker and tendered by Broker to Carrier, regardless of whether the shipment involved regulated or non-regulated products or whether same moves in Interstate or Intrastate commerce. This agreement and any shipment-specific load confirmation sheet signed by the parties shall set forth all rates, charges, and compensation billed by Carrier or due to Carrier and this Agreement and any signed load confirmation sheet shall supersede and waive any conflicting rate change or fee as permitted by the expressed waiver provisions of 49 C.F.R. S14101.

3. The rate and charge agreed to by the parties and paid by Broker to Carrier shall not be subject to post audit payment by broker and acceptance by Carrier shall constitute accord and satisfaction. In the event Carrier or any assignor or successor in interest of Carrier shall seek to recover from Broker or its customer rates or charges which are not set forth in this Agreement or agreed to in writing, then Carrier or its successor assign shall be liable to Broker for 10% of all charges paid to Carrier by Broker on all shipments transported under this agreement.

4. The relationship between each party to the other shall, at all times, be that of an independent contractor. Nothing in this Agreement shall be construed as establishing an employment, agency, partnership, or a joint venture relationship between Broker and Carrier. Neither party shall be responsible for any debts or obligations Incurred by the other in the performance of its business activates, except as provided herein. Carrier shall invoice Broker and only Broker for freight charges arising out of transportation services provided. Broker shall be considered as third party payor of all charges.

Broker's Obligations to Carrier

5. Broker shall pay Carrier for the transportation of property under this Agreement in accordance with the line haul rates and accessorial charges agreed to in a signed writing between parties. All payments shall be made within 30 days of receipt by broker of carrier's uncontested invoice and documentation of proof of delivery covering services provided.

6. In the event the Broker's customer becomes bankrupt or default on its obligation to pay Broker, freight charges and fees which Broker has already paid to Carrier, Carrier agrees to assign any rights, title and interest to such charges to Broker for purposes of collection or recovery of freight charges from responsible parties.

Carrier's Obligations

7. Subject to the availability of suitable equipment, Carrier shall provide expeditious and safe service as may be agreed to and shall bill all charges for such services directly to the Broker. Carrier agrees to provide reasonable dispatch and to meet scheduled appointments which are set forth and noted on load confirmation sheets. In the event of breakdown or delay, carrier agrees to surrender possession of goods at Broker's direction where necessary to facilitate timely delivery and to waive any possessory lien or impediment which might cause a service failure.

8. Carrier shall issue a uniform straight bill of lading identifying itself as the Carrier and showing the kind, condition and numerical quantity of the property received and delivered at the loading and unloading points. Broker shall be named as the third party payer or in the "Send freight bill to" provisions of the bill, but the failure of Carrier to properly complete the bill shall not affect the liability, duties and obligations of the parties. Carrier will assume full and complete responsibility and liability for any loss, damage or delay to the shipment while in its possession and control. All claims for loss, damage, or delay shall be processed in accordance with 49 C.F.R. S370. Carrier shall be liable for the full value of property lost or damaged, which shall be the replacement cost of the lost or damaged property. The terms, conditions, or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. The contract cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules, classifications, practice, schedule or tariff.

9. Carrier shall furnish, if capable, transmission of data elements ("EDI") on each shipment in the format specified by the Shipper as well as similar data elements for automated payment of freight bills.

10. Carrier at its sole cost and expense shall furnish all equipment required for the transportation and service hereunder, maintaining equipment in clean condition, good repair and working order. Carrier shall only employ competent property licensed personnel who will be trained in the care, safety, and response procedure applicable to shipments being transported. Without prior consent or Broker, Carrier shall not broker or interline any shipments under this Agreement to any other motor carrier, or in substituted railroads or any other mode of transportation.

11. Carrier warrants that it is in full compliance with the U.S. DOT, state and federal laws and regulations and that it enjoys satisfactory safety rating.

12. Carrier warrants that it has all the risk motor cargo insurance in the amount of \$100,000 or greater when specifically indicated in writing and agree to by Broker and Carrier, to compensate Broker and its customers for any loss or damage to property while in its possession and control.

Carrier also warrants that it maintains public liability insurance as required for Form BMC-91X on file with the FMCSA. Carrier further warrants that it holds appropriate workman's compensation insurance for all employees. Carrier agrees to provide Broker with the Certificate of Insurance evidencing coverage upon request.

13. Carrier agrees to defend, indemnify and hold harmless Broker and its customer from any and all lost or third party liability for personal injury, death, or property damage arising out of any negligent act or omission or Carrier or its Agents and of provisions of service under this Agreement. Carrier agrees that this warranty shall survive any termination of this Agreement.

Freight Rate/Confirmation in Writing

14. All rates, charges and fees for shipping tendered by Broker, and accepted by Carrier under this Agreement shall be reasonable. Such rates and charges may be established or amended verbally in order to meet specific shipping schedules, but such verbal agreements must be confirmed in writing within 48 hours of loading. Such written "load confirmations" shall include all charges for shipments and also shall contain, where applicable, terms and conditioned for application of any additional accessorial charges. This "load confirmation" shall be sent by Broker to Carrier via computer generated facsimile or email within 4 hours of bookings.

15. All written load confirmations shall be deemed as accepted by Carrier and as reflective of the full amount of any agreed freight charges unless disputed prior to pickup.

Shipments Producing Claims, Rejections Etc.

16. When a shipment is partially or wholly refused or rejected by the receiver, or Carrier is unable to deliver it for any reason, Carrier shall notify Broker and shipper in order to receive disposition instructions. If disposition instructions are not received from Broker in a timely manner, Carrier must place the shipment in public warehouse under Broker's name or in its terminal or storage facility under reasonable security and provide written notice of such act to Broker. Carrier shall have no right to sell, auction or otherwise dispose of any property tendered to it but which is undeliverable, without providing written notice of such intent to Broker and to shipper, at least 30 days in advance of such sale, auction or other disposition.

17. Except as provided in the section immediately above, Carrier shall have no right to assert any lien on or against any property transported under this Agreement. If Carrier fails to settle any claim for loss, damage, or delay within 60 days of filing. Broker shall have the right to set-off an amount sufficient to cover such claim and to deduct or withhold such amount from any payment due Carrier for freight charges.

Non-Solicitation Covenants

18. Carrier and Broker agree that Broker, at great expense, has developed a broad customer base of shippers, receivers and vendors that is essential to the successful operation of the Broker. Carrier and Broker agree that disclosure of the identity of one or more of Broker's said customers to Carrier constitutes valuable consideration. During the term of this Agreement, and for a period of one (1) year from its termination, Carrier shall not, directly or indirectly, solicit or do business of a transportation or warehousing nature with any Broker's customers who are serviced by Carrier as a result of this Agreement unless otherwise agreed to by the parties in writing.

19. Solicitation prohibited under this Agreement means participation in any conduct, whether direct or indirect, the purpose of which involves transportation and/or handling of property by Carrier for which Carrier does, or did in the past, provide such services for that customer under arrangements first made or procured by Broker.

20. If carrier should perform services of a transportation or warehousing nature for compensation of any Broker customer without prior documented authorization from Broker during the applicable time period in violation of this Agreement, Carrier shall pay Broker within ten (10) days of each such violation an amount equal to ten percent (10%) of all revenues invoiced by Carrier to the solicited customer.

21. Broker shall identify its customers to Carrier as each first load from each customer is tendered to Carrier. Carrier's acceptance of the pay and movement of the property will acknowledge that this new customer is a Broker customer. Carrier has ten (10) days after such "first load" moves to challenge, in writing, why the customer should not be considered a Broker customer. In any case of challenge, Broker and Carrier will agree in writing exactly how this customer will be handled.

Resolution of Disputes

22. In the event any dispute arises about matter covered by the terms of this Agreement, except disputes relating to lost or damaged cargo, the parties agree to voluntary alternative dispute resolution as a means to resolve matters fairly and equitably and without the cost of litigation. By mutual agreement, mediation or binding arbitration may be held before the Transportation Arbitration Board or by the Arbitration Committee of the Transportation Lawyers Association. In the event of a dispute, a defendant may, at its sole election, demand binding arbitration, conditioned upon its prior posting of an escrow, letter of credit, or other suitable evidence of financial capacity to insure that any award is paid.

23. In the event not stayed by arbitration or mediation, any dispute arising out of this Agreement shall be subject to the statute of limitation applicable under federal transportation law.

Concluding Provisions

24. Force Majeure: Neither party will be liable for the failure to tender or timely transport property under this agreement if such failure, delay or other omission is caused by strikes, acts of God, war, civil disorder or through compliance with legally constituted order of civil or military authorities.

25. Entire Contract: The provisions contained in this Agreement property express and memorialize the complete understanding and agreement between the parties, including those contained in all prior agreements, both verbal or written, and there are no other agreements or understandings between the parties, express or implied, except as set forth herein.

26. Amendments: This Agreement may not be modified or amended except by a subsequent written amendment signed by both parties.

27. Waivers: Waiver by either party of any failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or waiver of any other breach of failure to comply with any other provision of this Agreement.

28. Assignments: Neither party may assign its rights or obligations under this Agreement without written consent of the other party.

29. Binding Effect: This agreement shall be binding upon the parties and their legal representatives, successors and authorized assigns.

30. Severability: If any provisions of this Agreement is determined by the Court of Competent Jurisdiction to be contrary to the laws of any jurisdiction, then such invalid and enforceable provision shall be severed from the Agreement; however such termination shall not in any way affect the validity of any other provisions of this Agreement.

31. Authority of Representatives to Bind Parties: It is agreed and warranted by the parties that the persons signing this Agreement respectively for Carrier and Broker are authorized to do so. No further proof of authorization is or shall be required.

32. Counterparts: This Agreement may be executed in any number of identical counterparts and each such executed counterpart shall be deemed a duplicate original hereof.

33. Notices: Any notices required or permitted to be given under this Agreement shall be in writing and shall be sent by first class mail and by fax transmission. The mailed notices shall be addressed to the parties, respectively, at the address show below, and the contemporaneously. Faxed notices shall be likewise transmitted to the facsimile numbers shown below.

34. This Agreement shall be governed by the laws of the State of Illinois.

Sub-Contract Prohibition (Double Broker)

35. Carrier specifically agrees that all freight tendered to it by Broker shall be transported on equipment operated only under the authority of Carrier and that Carrier shall not in any manner sub-contract, broker or in any other form arrange for the freight to be transported by a third party without the prior written consent of Broker. If the Carrier violates the Double Broker or Sub-Contract provisions, Broker is entitled to receive liquidated damages from Carrier.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first written above.

Broker

Bedford Logistics

Broker Name

Carrier

Carrier Name

2600 International Parkway

Address of Principal Office

Address of Principal Office

Woodridge, IL 60517

City, State and Zip Code

City, State and Zip Code

Richard Rivera

Printed Name

Printed Name



Signature

Signature



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
November 17, 2006

LICENSE

MC-575551-B
BEDFORD LOGISTICS, INC
WOODRIDGE, IL

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 367) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read 'A. Sebastian'.

Angeli Sebastian, Chief
Information Systems Division

BPO

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Bedford Logistics, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 2600 Internationale Parkway	
	6 City, state, and ZIP code Woodridge, IL 60517	
	7 List account number(s) here (optional)	

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
7	4	-	3	1	8	6	4	8	5

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Commercial Surety Bond
Application (Form B)**
**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183**

Agency name and code: Vincent L. Braband Insurance	Agent's name: Jeff Narlock	Bond #: 106001724
Applicant's name in full (if a partnership give the name of each partner); including Tax ID # () or S.S.# () Bedford Logistics, Inc.		
Business or residence address: 2600 Internationale Parkway, Woodridge, IL 60517		
Type of Bond: Property Brokers Bond	Amount of Bond: \$75,000	Effective date: 10.1.2013
Complete name and address of Oblige: Federal Motor Carriers Safety Administration, 1200 New Jersey Ave., SE, Washington, DC 20590		

Indemnity Agreement

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth without reservation, and are made for the purpose of inducing TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, ST. PAUL FIRE AND MARINE INSURANCE COMPANY, any of their present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for and any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows:

Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result of or in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees, and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise: a) to promptly reimburse Company for all sums paid and b) to deposit with Company on demand an amount sufficient to discharge any claim made against Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the Bond.

Whereas, the obligee or beneficiary under the Bond may make a demand for payment ("Demand") against the Bond. When such Demand is made, Company must pay the amount of the Demand, not to exceed the penal sum of the Bond, as well as all necessary fees, within the time period required by the Demand. Under such Bond, Company, with the knowledge and consent of Indemnitors, has expressly waived all defenses to making such payment. If Indemnitors receive notice from Company that a Demand has been made against the Bond by the obligee or beneficiary, Indemnitors will, at least three (3) business days before payment of such Demand is due the obligee, pay Company the full amount of the Demand, which amount shall not exceed the penal sum of the Bond, as well as all necessary fees. Such payment will be made by wire transfer or otherwise in immediately available funds to the bank account specified in the notice provided to Indemnitors by Company. Indemnitors waive, to the fullest extent permitted by applicable law, each and every right which they may have to contest such payment. Failure to make payment to Company as herein provided shall cause Indemnitors to be additionally liable for any and all costs and expenses, including attorney's fees, incurred by Company in enforcing this Agreement, together with interest on unpaid amounts due Company. Interest shall accrue, commencing the date Company pays the amount of the Demand, at 130% of the prime rate of interest in effect on December 31 of the previous calendar year as published in the Wall Street Journal. Indemnitors stipulate and agree that Company will suffer immediate irreparable harm and will have no adequate remedy at law should Indemnitors fail to perform this obligation, and therefore Company shall be entitled to specific performance of this obligation.

Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report. Company may furnish copies of any and all statements, agreements, financial statements and any information which it now has or may hereafter obtain concerning Indemnitors, to other persons or companies for the purpose of procuring co-suretyship or reinsurance.

Indemnitors have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein. Indemnitors further acknowledge and agree that (a) the execution, delivery and performance of this Agreement by such Indemnitors, (b) the compliance with the terms and provisions hereof, and (c) the carrying out of the obligations contemplated herein, do not, and will not, conflict with and will not result in a breach or violation of any terms, conditions or provisions of the charter documents or bylaws of such Indemnitors, or any law, governmental rule or regulation, or any applicable order, writ, injunction,

judgment or decree of any court or governmental authority against Indemnitors, or any other agreement binding upon Indemnitors, or constitute a default thereunder.

Company shall have the right, in its sole discretion, (a) to deem this Agreement breached should any Indemnitor become involved in any agreement or proceeding of liquidation, receivership, bankruptcy, insolvency or creditor assignment, whether voluntarily or involuntarily, or should any Indemnitor, if an individual, die, or be convicted of a felony, become a fugitive from justice, or for any reason disappear and cannot immediately be found by Company by use of usual methods, and (b) to adjust, settle, compromise or defend any claim, demand, suit or judgment upon the Bond.

A duplicate or facsimile copy or electronic reproduction of the original document shall have the same force and effect as the original. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all, of the parties hereto. If any provision or portion of this Agreement shall be unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted.

Regardless of the date of signature(s), this Agreement is effective as of the date of execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. An Indemnitor may terminate participation in this Agreement with respect to future renewals or substitution bonds or undertakings by providing written notice to Company of such Indemnitor's intent to terminate. Such notice shall be addressed to Travelers Bond & Financial Products, Attention: Senior Vice President Commercial Surety, One Tower Square, Hartford, Connecticut 06183 and shall become effective sixty (60) days after Company's receipt of the same. Termination hereunder shall not relieve the terminating Indemnitor from liability with respect to any renewals or substitution bonds or undertakings issued, or for which Company has obligated itself to issue, before the effective date of termination.

This Agreement is in addition to and not in lieu of any other agreements and obligations undertaken in favor of Company, whether now existing or entered into hereafter.

WE HAVE READ THIS CONTRACT OF INDEMNITY CAREFULLY. THERE ARE NO SEPARATE AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OUR OBLIGATIONS AS ABOVE SET FORTH. IN TESTIMONY HEREOF, WE THE INDEMNITORS HAVE SET OUR HANDS AND FIXED OUR SEALS AS SET FORTH BELOW.

Attention: Any person who knowingly and with intent to defraud a surety company or any other person files an application for a surety bond containing any materially false information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act and may be subject to civil and/or criminal penalties.

If Indemnitor an Individual, sign below:

Instructions: Signatures of individual Indemnitors must be witnessed. Indemnitors must include their Social Security Number. All signatures must be dated with names printed or typed on the line provided.

_____ (Witness Signature)	_____ (Date)	_____ (Indemnitor Signature)	_____ (Date)
_____ Print or Type Name:		_____ Print or Type Name:	

If Indemnitor a Corporation, Limited Liability Company or Partnership, sign below:

Instructions: If the entity is: 1) a corporation the secretary and an authorized officer should sign on behalf of the corporation, 2) a limited liability company the manager(s) or member(s) should sign on behalf of the LLC, or 3) a partnership the partner(s) should sign on behalf of the partnership. Two signatures are required for all entities and all signatures must be notarized and dated. Please provide the entity's federal tax identification number on the line provided.

Each of the undersigned hereby affirms to Company as follows: I am a duly authorized official of the business entity Indemnitor on whose behalf I am executing this Agreement. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that such entity has the power and authority to enter into this Agreement and that the individuals executing this Agreement on behalf of such entity are duly authorized to do so.

Bedford Logistics, Inc.
(Indemnitor Name)

X Michael Borkowski (Seal)
(First Signature)

74-3186485
(Federal Tax ID)

Michael Borkowski
(Print or Type Name and Title) (Date)

Bradley Borkowski
(Second Signature)

(Seal)

Bradley Borkowski
(Print or Type Name and Title)

(Date)

ACKNOWLEDGEMENT
STATE OF Illinois

County of Will

On this 7 day of October, 2013, before me personally appeared Bradley Borkowski, known or proven to me to be the owner of the entity executing the foregoing Instrument ("Entity") and Michael Borkowski, known or proven to me to be the owner of the Entity, and they acknowledged said instrument to be the free and voluntary act and deed of said Entity, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said Entity and that it was affixed and that they executed said instrument by authority of the Entity. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL the day and year first above written.

Diane Wawronowicz
Notary Public residing at Waukegan, Illinois
(Commission expires 8-30-2015)

