

hank you for your interest in becoming an approved carrier with Verst Logistics. Some of the benefits our approved carriers enjoy include:

- ✓ Prompt payment/pay options
- ✓ Confidence in Verst as a historically financially sound presence in the industry
- ✓ Advanced tools to identify the best load to carrier compatibility
- ✓ Extremely knowledgeable and friendly staff

The attached Carrier Packet contains documents that will need to be completed and returned. Also you will find information about Verst Logistics for your review. Please see the checklist below for a complete listing of documents that Verst Logistics will need to receive before adding you as an approved carrier.

Please complete and return/provide the following:

Copy of your Contract Carrier Authority

Copy of a satisfactory safety rating letter.

Please complete and return the above documents to 859-379-1281. You may also scan and email them to CarrierAdmin@VerstLogistics.com. We cannot add your company as an active carrier until all completed documents are received and approved.

For assistance or questions, please call us at 1-800-582-6706 x1233 or email CarrierAdmin@VerstLogistics.com.

Federal ID# 31-1313675 MC# 250574 US DOT# 544846 D&B# 36-381-8253 SCAC: VGXP ISO9001:2015 CERTIFIED #FS656589







Carrier Profile

Company Information:

Legal Name:	Phone#:
DBA:	Fax#:
Physical Address:	ICC MC/MX#:
City:	SCAC:
State/Province: Zip/Postal Code:	Federal ID:
Web Address:	D.O.T. Safety Rating:
	Last Evaluation Date:
Please list any previous or current alternate company names and MC#'s of	used:
Please list your power lanes: SE NE W SW Midwest	
Terminal Locations (City, State):	

Contact Information	Please 🛛 the preferred contact m	iethod
Primary Contact:	Email:	
	Phone:	
	Fax:	
Accounting Contact:	Email:	
	Phone:	
	Fax:	
Claims Contact:	Email:	
	Phone:	
	Fax:	
Dispatch Contact:	Email:	
	Phone:	
	Fax:	
Dispatch Contact:	Email:	
	Phone:	
	Fax:	

Equipment:

Dry Van	#	Bulk/Hopper	#
	Size		Size
	Avg. Age		Avg. Age
Refrigerated	#	Side Kits	#
	Size		Size
	Avg. Age		Avg. Age
Flatbed/Specialized	#	Liftgate Trailers	#
	Size		Size
	Avg. Age		Avg. Age
Step Deck	#	Power Units	#
	Size		Size
	Avg. Age		Avg. Age

Services: \square all that apply

Truckload
LTL
Small Package
Flatbed
Expedited
Air
Rail
Intermodal
Straight Truck
Pneumatic/Dump
Haz Mat
Specialized



MASTER AGREEMENT BETWEEN BROKER AND CONTRACT MOTOR CARRIER

This Agreement is entered into this _____, 20____ by Verst Logistics, Inc., ("BROKER") a Licensed Property Broker, License No. MC 250574, & ______, Federal ID Number (or Social Security Number) ______ hereinafter referred to as CARRIER.

1. CARRIER represents and warrants that it:

- A. Is a Contract Motor Carrier of Property, authorized by the United Stated Department of Transportation, to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities, in compliance with 49 U.S. C. 10102
- B. Shall transport the property, subject to the terms of this Agreement, solely as a contract carrier.
- C. The representations made herein are to the purpose of encouraging BROKER to enter into this Agreement.
- D. Has and will maintain, while this Agreement is in effect, Cargo, Personal Injury and Public Liability insurance as described below.
- E. Has authorized the person signing this Agreement and subsequent rate confirmations to do so.

2. This Agreement is entered into for the mutual benefit of the parties, and BROKER shall offer CARRIER at least three (3) shipments or (loads) of freight annually. This Agreement shall be deemed to "cover" all shipments and shall constitute a series of shipments, transported hereunder. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER) charges. The basic transportation rates negotiated between the parties shall be agreed upon before the shipments are offered to CARRIER and shall be confirmed in writing (or fax). Additional rates may be established to meet changing market conditions, shippers needs, BROKER needs, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or fax) by one or both 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 the BROKER has paid it. If BROKER pays a lesser rate, that rate will be deemed the confirmed rate, unless, CARRIER disputes in writing the amount paid within thirty (30) days of receipt of payment. CARRIER will bill all charges for transportation services directly to the BROKER and CARRIER shall provide BROKER with an *original* of the signed bill of lading and delivery receipt, signed by the consigned. BROKER agrees that it will (endeavor to) pay all freight bills for transportation performed within thirty (30) days of receipt of paperwork.

4. CARRIER REPRESENTS, WARRANTS AND AGREES THAT IT SHALL BE LIABLE TO BROKER AS FOLLOWS:

- A. For all losses, delays, destruction, theft, damage or liability of any kind to or for all freight, the transportation of which has been arranged by BROKER, arising out of CARRIER'S transportation, or failure to transport, such freight; and
- B. For all losses, expense or liability of any kind arising out of carrier's violation of any of the terms in this Agreement; and
- C. For any failure on carrier's part to comply with all applicable laws, regulations, federal, state and local; and
- D. That it shall protect, defend, indemnify and save BROKER harmless from any and all claims, loss, damage, expenses, or liability, including reasonable attorney's fee, arising out of any of its actions or omissions in the performance of this Agreement including, but not limited to, those described above.



5. CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies, protecting BROKER from the risks identified herein, providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: **Public liability and public vehicle liability**, **\$1,000,000; property damage \$100,000; cargo damage/ loss \$100,000; statutory workers' compensation and employers' liability.** The certificates or policies shall be in a form acceptable to BROKER and which comply with minimum requirements of the USDOT and any other applicable regulatory agency. Nothing in this Agreement shall be construed to limited liability to the insurance limits set forth above.

6. CARRIER shall issue a uniform standard bill of lading in compliance with 49 U.S.C.81 and 49 CFR U.S.C. 1035, for the property it receives for transportation under this Agreement, and shall be liable to the person so entitled to recover under a bill of lading. Failure to issue a bill of lading shall not affect the liability of the CARRIER. Carrier's liability shall be the same as a common carrier's liability under 49 U.S.C. 11707. In the event of conflict between the terms on a bill of lading and this Agreement, this Agreement shall control. CARRIER shall not insert BROKER'S name on bill of lading without BROKER'S express written consent.

In the event of default by Carrier of any of the provisions of this Agreement, occasioned by Carrier's 7. Bankruptcy, Broker shall have the right to withhold and / or set off any payments owing to BROKER and / or received from shippers which BROKER is obligated to pay CARRIER. Said right of withholding and / or set off is not an exclusive remedy and BROKER shall have and may exercise and any all other remedies it may have at law or in equity against CARRIER. Unless pre-empted by federal bankruptcy law, or otherwise controlled by Federal Laws and Regulations, the laws of the State of Kentucky shall be controlling in the event of defaults or disputes arising out of this Agreement. The parties acknowledge and agree that; the Contract Motor Carrier service provided by CARRIER hereunder is accomplished (1) by assigning motor vehicles for a continuing period of time for the exclusive use of BROKER: or (2) providing services designed to meet the distinct needs of BROKER-Broker's distinct needs include (but are not limited to (1) the assumption of full liability for actual loss or injury to the property tendered; (2) agreement to indemnify BROKER for any losses arising out of violation of this Agreement; (3) the provision of Cargo insurance in form acceptable to BROKER; (4) the agreement to charge to BROKER at rates agreed upon at dates shipments were offered to CARRIER; (5) the Agreement to accept time sensitive shipments; (6) Pallet exchange arrangements; (7) the tailoring of CARRIER'S services to satisfy the specific needs to BROKER'S shipper customers. Except when equipment is assigned to the exclusive use of BROKER, CARRIER may obtain maximum load factors, and obtain maximum efficiency of fuel use by commingling freight being transported under this Agreement with its common carrier operations, provided the broker's shipper authorizes such commingling. Any such commingling shall not convert the relationship of the parties, nor the nature of the transportation provided under this Agreement, to common carriage.

8. 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 the prior written consent of BROKER CARRIER shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes, transportation, or other third party intermediates.

9. CARRIER will be responsible to comply with all applicable USDOT regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier. All claims for loss and damage and salvage shall be handled and processed in accordance with regulations of the USDOT as published in the code of Federal Regulations (49 C.P.R. 1005).

10. CARRIER agrees to support and protect BROKER'S efforts in performance of this Agreement by refraining from any direct contact or solicitation of BROKER'S customers. During the term of the Agreement and for a period of one year form the time of the termination of this agreement CARRIER shall not, directly or indirectly, by means of telephone or otherwise, solicit or do business of a transportation nature with any of BROKER'S customers who are serviced by CARRIER as a result of this agreement and solicits and moves broker's shipper accounts.

11. Obligations of this Agreement are separate and divisible and in the event that any clause or wording is deemed unenforceable, the balance of the Agreement shall continue in full force and effect.

12. The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor, except that BROKER shall be the agent for CARRIER for the collections and payment of charges to CARRIER. CARRIER agrees that it will look only to BROKER for payment. CARRIER shall have no lien on any shipments.



13. 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 (weigh or cubic volume) of CARRIER'S equipment. CARRIER agrees to dedicate the necessary equipment to meet the distinct needs to BROKER. CARRIER agrees that all shipments will be transported and delivered as scheduled and expeditiously as possible.

14. **ENTIRE AGREEMENT:** Except for billing, invoices, and receipt of payment on documents referred to above, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the parties and supersedes all prior agreements, arrangements and understanding of the parties relating to the subject matter stated herein.

15. CARRIER agrees that BROKER'S compensation hereunder for its services is confidential and need to be disclosed to CARRIER. CARRIER further agrees that it will not reveal to anyone the terms of this Agreement, the pricing of the transportation service, or any other details of the business conducted between CARRIER and BROKER.

16. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed under the laws of the State of Kentucky.

17. This agreement shall be deemed to be effective on the first date that CARRIER and BROKER commenced business together and the parties agree that the provisions contained herein property express and Memorialize the complete understanding of the parties as contained in all prior Agreements, both verbal and in writing. The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) days written notice by either party at a time.

18. **Waiver** - The failure of either party to enforce the breach of waiver of any provisions or term of this agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not bar the right of either party to thereafter enforce such term or provision.

19. **Assignment -** This Agreement may not be assigned by either party, without prior written consent signed by both parties.

NOTICES:

A. All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the address shown herein, with postage prepaid.

B. BROKER shall notify CARRIER of any claim that is asserted against CARRIER which BROKER has knowledge, IN WITNESS THEREOF, we have signed this Agreement the date and year first shown above.

Carrier Name:	Verst Logistics
Address:	300 Shorland Drive, Walton, KY 41094
Phone:	859-485-1212
MC#	MC# 250574
Authorized Signature:	Verst Signature:
Authorized Name Printed/Title:	



PAYMENT OPTIONS - **ALL PAYMENTS MADE VIA ACH effective July 1, 2013**

Please circle **ONE** of the following **FOUR** payment options that you prefer. If nothing is circled, or this sheet is incomplete or not returned, we will cut a check <u>once per month on the 30th and mail it</u>.

1. 7 Day Pay:

ACH deposit will be made by the 7th business day after the <u>COMPLETE PAPERWORK*</u> is received. A 3% service fee will be deducted from total gross of load.

2. 14 Day Pay:

ACH deposit will be made by the 14th business day after the <u>COMPLETE PAPERWORK*</u> is received. A 2% service fee will be deducted from total gross of load.

3. 21 Day Pay:

ACH deposit will be made by the 21st business day after the <u>COMPLETE PAPERWORK*</u> is received. A 1% service fee will be deducted from total gross of load.

4. 30 Day Pay:

ACH deposit will be made by the 30th business day after the <u>COMPLETE PAPERWORK*</u> is received. No service fee will be deducted.

******Please provide the following information, <u>and a copy of a voided check</u>, in order for the ACH transaction to be made. If this information is incomplete, <u>payment will be mailed once per month on the 30th.</u>

 Bank Name:

 Routing #:

 Account#:

 Email address for remittance:

Do you use a factoring company? Yes No

• If you use a factoring company, we will need signature authorization on **YOUR COMPANY'S** letterhead in order to pay them.

Carrier Name:

Signature/Title

Date

*To secure prompt payment for your services, please submit:

- Signed Bill Of Lading (BOL),
- Scales tickets, lumper receipts, etc.
- Your company invoice with **OUR REFERENCE #**.
- Mail to: Verst Logistics
 - 300 Shorland Drive Walton, KY 41094 -OR-
- Fax to: 859-379-1281

-OR-

• Scan and email to: CarrierAdmin@VerstLogistics.com (Please put 'Invoice' in the subject line)

page 2.	2 Business name/disregarded entity name, if different from above		
Print or type Specific Instructions on pa	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership	☐ Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)
nt or istruc	Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the the tax classification of the single-member owner.	he line above for	Exemption from FATCA reporting code (if any)
드는	□ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)
pecific	5 Address (number, street, and apt. or suite no.)	Requester's name a	and address (optional)
See S I	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Par	t 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	d Social sec	curity number
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for ant alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other is, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		
TIN or	n page 3.	or	
Note.	If the account is in more than one name, see the instructions for line 1 and the chart on page 4	for Employer	identification number
	ines on whose number to enter.		-

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

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	Signature of
Here	U.S. person ►

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)

Date 🕨

- 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.

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 to enducting 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.

In the cases below, the following person must give 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:

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt* payee code on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

 Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

 $4-\!\mathrm{A}$ foreign government or any of its political subdivisions, agencies, or instrumentalities

5-A corporation

6-A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

 $7{-}\mathrm{A}$ futures commission merchant registered with the Commodity Futures Trading Commission

8-A real estate investment trust

 $9-\mbox{An entity}$ registered at all times during the tax year under the Investment Company Act of 1940

10-A common trust fund operated by a bank under section 584(a)

11-A financial institution

 $12\mbox{--}A$ middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947 The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B-The United States or any of its agencies or instrumentalities

C–A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D-A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E-A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F-A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

 $\rm H-A$ regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L-A trust exempt from tax under section 664 or described in section 4947(a)(1)

M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 TIN, 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 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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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 2. Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'
 Custodian account of a minor (Uniform Gift to Minors Act) 	The minor ²
 a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law 	The grantor-trustee' The actual owner'
 Sole proprietorship or disregarded entity owned by an individual 	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

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.

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 "Business name/disregarded entity" 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 2. *Note. Grantor also must provide a Form W-9 to trustee of trust.

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, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance

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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



U.S. Department of Transportation Federal Motor Carrier Safety Administration 400 7th Street SW Washington, DC 20590

SERVICE DATE January 5, 2004

DECISION

MC-250574 V G EXPRESS, INC. WALTON, KY **REENTITLED** VERST GROUP LOGISTICS, INC.

On December 29, 2003, 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 VERST GROUP LOGISTICS, INC.

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, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024.

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://lipublic.fmcsa.dot.gov. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: December 30, 2003 By the Federal Motor Carrier Safety Administration

A A.

Angeli Sebastian, Chief Information Systems Division

NC/A



CERTIFICATE OF LIABILITY INSURANCE

VERST-1

OP ID: DH

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FMCSA Motor Carrier

USDOT Number: 544846 Docket Number: MC250574 Legal Name: VERST GROUP LOGISTICS, INC.

DBA (Doing-Business-As) Name

FMCSA

Active/Pending Insurance:

Rejected Reason:

Form: 84 Policy/Surety Num Effective Date: 1 0		URETY Coverage From: Cancellation Date:	Posted Date:	10/0 \$0	1/2013 To:	\$75,000*
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* If a carrier is in com vehicle, \$10,000 per	pliance, the amount o occurrence for cargo rier may actually have	of coverage will always be sh insurance, \$75,000 for bond, e higher levels of coverage.	own as the requir /trust fund insurar	ed Fe ice for	deral mir brokers	nimum (\$5,000 per and freight
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S. F. M.





The U.S. Environmental Protection Agency recognizes SmartWay[®] Transport Partner Verst Group Logistics As a Registered

Partnership Date: 11/25/2009 SmartWay ID: 12045807 Expires: 05/06/2017

Hey & Byru

Center Director, SmartWay Transport Partnership



Servificate of Members

This certificate of membership recognizes

Verst Group Logistics

- AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 2006

Issued for the 2017 membership year for

LEADERSHIP in third party logistics industry, COMMITMENT to customer service, and

DEDICATION to ethics and excellence through adherence to the TIA Code of Ethics

ROBERT VOLTMANN PRESIDENT & CEO Kardy 9

DEFFREY TUCKER

SEFFREY TUCKER CHAIRMAN, TIA BJARD OF DIRECTORS

