UNITED
PERISHABLE LOGISTICS

7332 E Butherus Dr
Scottsdale, AZ 85260
Phone: 480-289-2095
Fax: 480-625-4760

Thank you for joining the UPL carrier network. Please return this form with the following documents:

- Copy of your Operating Authority
- DOT Certificate
- Signed Carrier Contract
- Completed W-9
- Insurance certificate showing United Perishable Logistics LLC as a certificate holder and additional insured

PLEASE RETURN TO OUR FAX NUMBER :480-625-4760

CARRIER INFORMATION:

Carrier Name _____

Carrier MC# _____

Address _____

City, State, Zip _____

Contact _____

Phone _____

Fax _____

After-hours phone _____

Email address _____

Factored – NO □ YES □ if yes, please provide:

Name of factoring company _____

Phone number for agent _____

Your account number _____

Non-factored companies only:
Preferred method of payment: CHECK □ QUICK PAY □

- Checks are mailed net 15 from receipt of original paperwork
- Inquire about fees for Quick Pay

Form **W-9**
(Rev. January 2011)
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/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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 the "Name" line 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

			-			-				

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 a percentage 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.

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

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/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. 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 the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "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/ disregarded entity name" line.

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/ disregarded entity 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 following chart 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 5 and 7 through 13. Also, C corporations.
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 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, 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 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 item 1, below, and items 4 and 5 on page 4 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 the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

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]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation 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 entity [4]
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 Regulation section 1.671-4(b)(2)(i)(B))	The trust

[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 "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 1.

*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, 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.

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 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. 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.

MASTER BROKER-SHIPPER AND CARRIER AGREEMENT

THIS MASTER BROKER-SHIPPER AND CARRIER AGREEMENT (the "Agreement") is by and between UNITED PERISHABLE LOGISTICS, L.L.C., an Arizona limited liability company, a Regulated Transportation broker, hereinafter referred to as "Broker-Shipper" and _____ hereinafter referred as "Carrier".

W I T N E S S E T H:

WHEREAS, Broker-Shipper holds a license from the Federal Motor Carrier Safety Administration, Department of Transportation ("FMCSA"), to operate as a transportation broker, in MC741197, and is in good standing with all other regulatory agencies having jurisdiction over it; and

WHEREAS, Carrier holds authority to operate as a motor carrier under Certificate or Permit No. _____ issued to it by the FMCSA, is duly registered with the Department of Transportation with a Motor Carrier Safety Rating of "_____" (must be Conditional or higher), is in good standing with all regulatory agencies having jurisdiction over it, and will provide lawful and responsible transportation service; and

WHEREAS, it is the intent and understanding of the parties to this Agreement that all transportation services provided to Broker-Shipper by carrier shall be "contract carriage" as defined at 49 U.S.C. §13102(4)(B), and that this Agreement is entered into under the provisions of 49 U.S.C. §14101(b). It is understood that the shipments offered to Carrier by Broker-Shipper will be only those where Broker-Shipper exercises complete control over the transportation of the commodities, and under these circumstances Broker-Shipper is considered to be a shipper in its relationship with Carrier.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, IT IS HEREBY AGREED as follows:

1. Term. The term of this Agreement shall be for one (1) year beginning with the date of complete execution hereof and shall automatically renew for consecutive one (1) year extensions unless canceled by either party by giving written notice to the other at least thirty (30) days in advance of such cancellation.

2. Scope of Agreement. Carrier and Broker-Shipper agree that this Agreement shall govern all shipments tendered to Carrier by Broker-Shipper during the term of this Agreement. Any rates, rules and charges in tariffs, schedules, rate quotations, or other pricing documents published or maintained by Carrier whether filed or not filed with any regulatory agency, will not apply for any such shipment unless such rates, rules and charges are specifically incorporated herein. Carrier is a motor carrier under 49 U.S.C. 13102 (12), is duly registered with the Department of Transportation pursuant to 49 U.S.C. 13902 and 13905 with a Motor Carrier Safety Rating of "_____" (must be Conditional or higher), and will provide lawful and responsible transportation service to Broker-Shipper under contract. In the event that Carrier has a Conditional Motor Carrier Safety Rating,

Carrier shall provide Broker-Shipper with a written explanation of said Conditional rating, detail the steps Carrier is undertaking to improve said rating to Satisfactory or higher, and provide such further information as to Carrier's safety rating as Broker-Shipper may from time to time request.

3. Broker Confirmation.

(a) The parties agree that as to each load accepted by Carrier the parties shall execute a written instrument entitled "Broker Confirmation" and when executed by the parties, the Broker Confirmation shall be considered as an Addendum to this Agreement.

(b) Each Broker Confirmation shall be issued by Broker-Shipper and signed by the parties prior to the handling of the particular loading(s) described therein. In consideration of Broker-Shipper's efforts on behalf of Carrier as well as of Broker-Shipper's issuing said Confirmation(s) and Broker-Shipper's guaranty to Carrier of payment in accordance with such Confirmation, the parties agree that Broker-Shipper shall keep any sums which Broker-Shipper's customers are willing to pay over and above the Carrier compensation stated in the Broker Confirmation, as Broker-Shipper's commission. It shall be Broker-Shipper's responsibility to complete the Broker Confirmation in duplicate, mailing or faxing one copy to Carrier and retaining the second copy for its own file.

4. Bills of Lading. Carrier and Broker-Shipper acknowledge that an accepted practice of this transportation industry is the preparation of Bills of Lading by companies tendering goods for shipment by carriers. Carrier agrees that the shipper's preparation and Carrier's acceptance of such bills of lading shall be considered as receipt for the goods in good order and shall not constitute any agreement or contract of carriage between Carrier and the company tendering the goods to it.

5. Non-Exclusive. Broker-Shipper shall not be obligated to tender all of its available freight solely to Carrier. Carrier hereby agrees that it will transport all lawful loadings accepted by it from Broker-Shipper to the destination or destinations designated by Broker-Shipper. In the event the Carrier is unable to accept any loading offered to it by Broker-Shipper it shall so advise Broker-Shipper and Broker-Shipper, if it desires, may elect to avail itself of the services of another carrier. Under such circumstances, failure of Carrier to accept Broker-Shipper's request shall not be a breach of the terms of this Agreement.

6. No Intermediary. Carrier agrees that any loading accepted by it will be transported according to Broker-Shipper's instructions with reasonable dispatch. As between Carrier and Broker-Shipper, Carrier hereby assumes all liability for loss and damage while such commodities are in Carrier's custody or control. Except with Broker-Shipper's prior written permission, Carrier shall be prohibited from utilizing any other motor carrier, intermediary, or broker to transport the shipments contemplated by this Agreement. In the event that Carrier should violate the terms of this paragraph, it shall be liable to Broker-Shipper for liquidated damages in an amount which is equal to the freight charge which would accrue to Carrier with respect to such shipment. This provision shall not prohibit Carrier from utilizing owner-operators pursuant to an appropriate lease and the rules and regulations adopted by the FMCSA applicable to the use of owner-operators by motor carriers.

7. Billing and Payment. As the transportation performed by Carrier under the terms of this Agreement is "contract carriage" as defined at 49 U.S.C. §13102(4)(B) wherein Broker-Shipper is acting in the capacity of the contracting shipper, Carrier and Broker-Shipper expressly waive the billing, payment, and collecting practices in 49 U.S.C. §§13706-13710 and in lieu thereof agree that Broker-Shipper will be initially responsible for the payment of the agreed rates and charges to Carrier under the terms of this Agreement for each shipment transported by Carrier. Carrier agrees it will not invoice the shipper, consignee, or any other account of Broker-Shipper for transportation performed pursuant to this contract. Carrier acknowledges and agrees that Broker-Shipper's customers are considered third-party beneficiaries of this Agreement and that such customers rely upon this Agreement to prevent recovery by Carrier against said customer for any charges for shipments which were transported under this Agreement.

8. Liability and Claims.

(a) Carrier's liability begins when it signs the bill of lading or receipt and there is nothing further for Broker-Shipper or its customers or the bill of lading consignor or consignee to do in tendering the freight to Carrier. Carrier's liability shall end when it receives a signed delivery receipt from the proper named consignee and nothing remains to be done by Carrier to deliver the shipment to the consignee. When a shipment or part thereof is refused by the consignee, or Carrier is unable to deliver it for any reason, Carrier shall immediately notify Broker-Shipper in order to receive instructions concerning disposition from Broker-Shipper.

(b) During the period of this Contract, the vehicle or vehicles used for such transportation shall be solely and exclusively under the direction and control of the Carrier, who shall be liable to the Broker-Shipper, the actual Shipper, Consignor or Consignee for any loss or damage to cargo, or for any property damage that may be caused by the operation of said vehicle or vehicles.

(c) Claims against Carrier for loss, damage, injury or delay to freight may be filed with Carrier by Broker-Shipper, Broker-Shipper's customer, parties to the bill of lading, or the beneficial owner of the freight. All Claims will be filed, investigated and disposed of in accordance with the 49 C.F.R. 1005 (Principles and Practices for the Investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage). Suits based on loss, damage, injury or delay to freight transported pursuant to this Contract shall be initiated within three (3) years from the later of the date on which the claimant and/or Broker-Shipper receive a written disallowance from Carrier. In any suit or other proceeding arising out of such claim, Broker-Shipper, Broker-Shipper's account, parties to the bill of lading, or the beneficial owner of the freight shall be entitled to reasonable attorneys' fees. Notwithstanding the foregoing, any claim disallowed by Carrier or not disposed of in accordance with 49 C.F.R. 1005 may be offset by Broker-Shipper from amounts otherwise due Carrier. Any provisions of this paragraph which could be deemed to be in conflict with 49 U.S.C. §14706 will be considered as a waiver of those provisions by the parties to this Agreement.

9. Indemnification and Insurance.

(a) Carrier shall indemnify, defend (including payment of Broker-Shipper's court costs and attorneys' fees) and hold harmless Broker-Shipper, Broker-Shipper's customers, shippers,

receivers, consignors, consignees and beneficial owners of the freight from all loss, damage (including consequential or indirect damages), expense, actions, and claims for injury to persons (including injury resulting in death) and damage to property to the extent arising out of or resulting from Carrier's breach of its standard of liability contained herein. Carrier shall procure and maintain, at its own expense, liability insurance with a reputable and financially responsible insurance carrier properly insuring Carrier against liability and claims: (i) for injuries to persons (including injuries resulting in death) or damage to property in the amount, in the case of each accident, of not less than $1,000,000; and (ii) for loss of or damage to freight in an amount not less than $100,000.00 with respect to each shipment. Carrier shall furnish to Broker-Shipper written certificates obtained from each insurance carrier showing that such insurance has been procured and is being properly maintained, specifying the name of the insurance carrier, the policy number, and the expiration date. Such insurance policies shall provide that, in the event of cancellation, written notice of such cancellation shall be given to Broker-Shipper at least thirty (30) days prior to such cancellation. In addition, Broker-Shipper will be named additional insured on the Carrier's insurance policy. In the event that federal or state law requires Carrier to carry higher amounts of insurance than set forth above, Carrier shall maintain such higher amounts.

(b) Valid certificates of liability and cargo insurance as provided in Section 9(a) above are to be furnished to Broker-Shipper prior to Carrier's vehicle being loaded, but Broker-Shipper will tender a shipment to Carrier based on a signed statement from Carrier certifying the insurance required by this Agreement is in effect and not canceled or under suspension, and certifying that certificates of such effective insurance will be sent promptly to Broker-Shipper. Carrier's noncompliance with these insurance requirements will be considered as a breach of contract, and Carrier agrees to liquidated damages of 10% of Carrier's agreed upon gross revenue from the settlement for each trip occurring while the default existed.

10. No Employment. It is further mutually understood and agreed that the relationship of Carrier to Broker-Shipper hereunder is, and shall remain, solely that of an independent contractor and that drivers of the motor trucks and any persons employed in any connection with the loading, transportation, or unloading of commodities under this Agreement are subject to the direction, control, and supervision solely of Carrier and shall not be deemed to be employees of Broker-Shipper for any purpose. Carrier also represents and agrees that such employees are and will at all times be covered by adequate workmen's compensation insurance as provided by law. Moreover, any broker confirmation given by Broker-Shipper to Carrier with respect to any load shall be considered incidental details to the purpose for which Carrier is hired, and not evidence of any control by Broker-Shipper of Carrier.

11. Carrier Compensation. In consideration of services completed in accordance with the agreement between the parties by Carrier, Broker-Shipper agrees to pay the Carrier Compensation per the agreement, even if the shipper does not or cannot pay Broker-Shipper. It is specifically understood by the parties that this Broker-Shipper's guarantee of payment is part of the consideration for this Agreement.

12. Notices. All notices required to be given under any of the provisions of this Agreement shall be properly given and are in full compliance hereof if made in writing and

deposited in a United States post office by certified mail, postage prepaid, bearing the address of the respective parties as hereinafter set forth.

13. Confidentiality; Nonsolicitation. Information regarding Broker-Shipper, its customers and the terms and conditions of the Contract is considered to be confidential business information of Broker-Shipper. Broker-Shipper has secured the goodwill of its customers. Carrier will treat all matters relating to the business of Broker-Shipper, or its customer, as confidential business information and entrusted to Carrier solely for its use in performing services under this Contract. Such information will not be divulged in any way to any person except as it is necessary for Carrier to carry out its obligations under this Contract. For the term of this Contract and for nine (9) consecutive months after termination of this Contract for whatever reason, Carrier will not directly or indirectly solicit or serve, or aid in soliciting or serving any customer of Broker-Shipper.

14. Liens and Encumbrances. Carrier shall not permit any encumbrance or lien arising out of acts of or claims against Broker-Shipper to be entered, levied or to exist upon goods transported under this Contract, including but not limited to a lien for freight charges which may be due for that particular shipment or any prior shipment. Carrier shall remove such lien or encumbrance immediately after becoming aware of the existence thereof.

15. Bankruptcy by Carrier. If a petition in bankruptcy is filed by Carrier or if Carrier is adjudicated as bankrupt, or if Carrier makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of Carrier, the non-defaulting party may, without prejudice to any other right or remedy, terminate this Contract. If Carrier should refuse or fail to supply satisfactory and lawfully qualified personnel or proper equipment or fail to make prompt payment for materials or labor or disregard law, ordinances or reasonable instructions of Broker-Shipper or its accounts, or if Carrier should fail to timely pay any sums due hereunder or Carrier should otherwise be guilty of a violation of any provision of this Contract, then Broker-Shipper may forthwith cancel this Contract without prejudicing any additional legal rights which it or any other party may have under this Contract and statutory common law.

16. Attorneys' Fees and Costs. In the event that it is necessary to engage an attorney, including one regularly employed by either party such, to enforce any of the terms and conditions of this Agreement, the prevailing party shall be entitled to receive, and the other party agrees to reimburse it for, all costs and expenses incurred by it in said action, including, but not limited to reasonable attorney's fees and expert witness fees awarded by the court and costs. The other party agrees to pay the above items to the prevailing party on demand.

17. Severability. If any provision is held to be violative of any law or regulation, or is unenforceable for any reason, such illegality shall not affect the remaining portions of this Contract, which shall remain in full force and effect.

18. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the respective parties hereto; provided, however, that Carrier shall not assign this Agreement or any rights hereunder without the prior written consent of the Broker-Shipper.

19. Governing Law and Venue. Except for matters governed exclusively by federal law, this Agreement shall be governed by and construed under Arizona law without regard to any conflict of law provisions which would require application of the law of any other jurisdiction. The parties agree that any and all actions or proceedings commenced to enforce the terms of this Agreement shall be brought in the state or federal courts located in the County of Maricopa, State of Arizona. Each party consents to the exclusive personal and subject matter jurisdiction of such courts and waives any objections to the venue in such courts. The parties also waive trial by jury in any action commenced concerning or related to this Agreement.

20. Captions. The captions set forth in this Agreement are for convenience only and shall not be considered a part of this Agreement or affect in any way the meaning of the terms and provisions thereof.

[Signatures appear on the following page]

CARRIER:

_____
Company Name

Dated:_____ By_____
Signature

_____
Printed Name

_____
Title

_____
Address

_____
City, State, Zip Code

BROKER-SHIPPER:

UNITED PERISHABLE LOGISTICS, L.L.C., an Arizona limited liability company

Dated:_____ By:_____
Stephen A. Martori, Member

Dated:_____ By:_____
Arthur J. Martori, Member

7332 E. Butherus Drive
Scottsdale, Arizona 85260

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

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

SERVICE DATE
March 25, 2011

LICENSE

MC-741197-B
UNITED PERISHABLE LOGISTICS LLC
SCOTTSDALE, AZ

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.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

Billing Address:	7332 East Butherus Drive Scottsdale, AZ 85260	
Phone:	(480) 625-3013	
Fax:	(480) 625-4760	
Federal Tax ID:	27-5559697	
Colorado ID:	20111160914	
Motor Carrier #:	MC-741197	
Principals:	Stephen A. Martori, Member Arthur J. Martori, Member	
In Business Since:	03/04/2011	
Bank Reference:	Chase Bank	
Account #:	939328597 P.O. Box 71 AZ1-1175 Phoenix, AZ 85001	
Contact:	Kyle Becton	(602) 221-2650
	Rachelle Combs	(602) 221-1823
	Fax:	(602) 221-1682
Operating Contacts:	CJ Oddo	(480) 625-3013
		(480) 334-4483 (cell)
	Email:	coddo@uplaz.com
	Erik Ness	(720) 857-6062
		(575) 649-5740 (cell)
	Email:	erik.ness@uplaz.com
	Lori Keegan	(480) 998-1444 ext. 16

Credit References:	Advance Business Capital	(866) 414-9600
	Freight Capital	(760) 929-6900
	Apex Capital Corp	(800) 511-6022
	Comdata	(800) 741-2777
	TCI Business Capital	(800) 707-4845

ITS *Financial Services* LLC
An Internet Truckstop® Affiliate

P.O. Box 50 • New Plymouth, ID 83655
866-812-9675

October 25, 2012

ITS Financial Services, LLC
PO Box 50
New Plymouth, ID 83655

To whom it may concern,

United Perishable Logistics, LLC (MC741197) has a $250,000 BMC-85 Trust Fund bond. The Trust account is fully funded with cash and cash equivalents. The deposit is held with ITS Financial Services, LLC. Bond account is B262092811.

Bond status may be verified by calling 866.812.9675 option 4.

Sincerely,

Joe W. Foxall
CFO – ITS Financial Services, LLC
jfoxall@itsfs.com

UNITED
PERISHABLE LOGISTICS

7332 E. Butherus Dr.
Scottsdale, AZ 85260
Tel: (480) 289-2095 Fax: (480) 625-4760

INSURANCE REQUEST FORM

The Certificate MUST:

- Be an original Document
- Provide at least Thirty (30) days' notice of cancellation
- Be completed in its entirety and signed – binders are not acceptable
- United Perishable Logistics, LLC must be named as additional insured

Cargo Liability Requirements

- Reefer Coverage
- Maximum of $250,000 deductible
- $100,000 minimum per conveyance unless otherwise specified by UPL
- Must indicate Broad Form or All Risk Coverage

Insurance Company

Please fax above stated information and mail original to the following:

United Perishable Logistics, LLC
7332 E. Butherus Dr.
Scottsdale, AZ 85260

Fax (480) 625-4760

UNITED
PERISHABLE LOGISTICS

7332 E. Butherus Dr.
Scottsdale, AZ 85260
Tel: (480) 289-2095 Fax: (480) 625-4760

UNITED PERISHABLE LOGISTICS PAY & FEE SCHEDULE

REGULAR PAY

Net Fifteen (15) after **original** paperwork has been received. Payment is offered via check.

QUICK PAY

Quick Pay is offered Monday through Friday. Quick Pay is provided within twenty-four (24) hours of receiving **original** paperwork. Payment is made by comcheck.

FEES:

- Comcheck Charge = $15.00 per $1,000.00 comcheck (or portion thereof).
- Two Percent (2%) accessorial charge on line haul.

ADVANCES

Up to Forty percent (40%) advances are offered at a two percent (2%) charge to the carrier. There is a $15.00 per $1,000.00 comcheck (or portion thereof) fee. Advance requests above forty percent (40%) will be handled at the discretion of United Perishable Logistics, LLC.

FACTORED COMPANIES

Net Twenty-Five (25) days after **original** paperwork has been received.

UNITED
PERISHABLE LOGISTICS

7332 E. Butherus Dr.
Scottsdale, AZ 85260
Tel: (480) 289-2095 Fax: (480) 625-4760

PAPERWORK & BILLING GUIDELINES

Send **original** paperwork along with an invoice and UPL Broker Confirmation to:

United Perishable Logistics, LLC
Attn: Accounts Receivable
7332 E. Butherus Dr.
Scottsdale, AZ 85260

Payment may be delayed if the following issues arise:

- Bill of Lading Issues
  - Copies are sent
  - Illegible Receipts of Product
  - Product Damage or Shortage
  - Late Deliveries
  - Temperature Issues

- Invoicing Issues
  - No Carrier Invoice
  - Invoice does not match UPL Load Number
  - Invoice does not show Carrier Confirmation
  - Accessorial charges are not reflected on the UPL Broker Confirmation
    - Make sure prior to invoicing that accessorials are approved and in writing