

MIDWESTERN TRANSIT SERVICE INC TRANSPORTATION SPECIALISTS 4367 E. SEURAT RD. Ashley, IL 62808-3803 PHONE 618-735-2233 FAX 618-735-2626 TIA, CLM, NITL, NASTC, AND TCA MEMBER Facsimile Message Cover Sheet



To: JEFF JOHNS

Date: 08/16/22 00:00

Carrier: MIDWESTERN TRANSIT SERVICE INC

From: ROBIN BETHARD

Number of pages being sent including this cover is 20.

Dear Valued Carrier:

Please initial each page of the contract and sign the last page. RETURN THE SIGNED CONTRACT ALONG WITH THE COMPLETED CARRIER PROFILE, MC-AUTHORITY, W9, INSURANCE, HAZMAT AND SMARTWAY CERTIFICATES to <u>carriersetup@midwesterntransit.com</u> or fax to (618) 735-2626.

If you do not receive all pages of this transmission contact us at 800-505-9754.

WE ACCEPT PAPERWORK VIA TRANSFLO OR TRANSFLO MOBILE AT NO CHARGE TO CARRIER. USE THIS FREE SERVICE TO SUBMIT YOUR CARRIER INVOICE, BILL(S) OF LADING, SIGNED RATE CONFIRMATION AND LUMPER RECEIPTS. USE MIDWESTERN'S CODE MDWNV FOR SENDING DOCUMENTS. Be sure to include the Load Number (located in bold print on the top of the rate confirmation) on all paperwork submitted. Go to www.transflovelocity.com to obtain more information.

To register with EPAY Manager for Direct Deposit Payments log on to www.epaymanager.com. The Carrier Invoice, Bill(s) of Lading, Signed Rate Confirmation and Lumper Receipt must be uploaded using the Load Number located in bold print on the top of Midwestern's rate confirmation. Carrier will receive confirmation of scheduled payment.

For payment by check, email signed rate confirmation, carrier invoice, bill(s) of lading, and lumper receipt to invoice@midwesterntransit.com or fax to (618) 735-2626.

ROBIN BETHARD

(618)735-2233 EXT 742

Jobin Bethard

Midwestern Transit Service, Inc Transportation Specialists 4367 E Seurat Rd Ashley, IL 62808-3803 PHONE 61/-735-2233 FAX 618-735-2626 TIA P3, CLM, NITL, NASTC AND TCA MEMBER

BROKER - CARRIER AGREEMENT

This Agreement is between Midwestern Transit Service Inc. ("BROKI transportation broker operating pursuant to MC-186420 , and	ER"), a federally lic	ensed
("CARRIER") a federally licensed motor carrier operating pursuant to MC-	and DOT	with
offices at	. In consi	deration
of the mutual promises herein contained, and with intent to be legally bound here	by, it is agreed that	:

- 1. This Agreement shall be governed by Title 49 of the U.S. Code, CFR and federal common law applicable to interstate transportation of goods except that the parties specifically waive any provisions inconsistent with the terms of this Agreement as per 49 USC 14101(b). CARRIER's tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in BROKER's home State and County. The term of this agreement shall be one year from date of signing and shall continue year to year until written notice of termination is received. Termination will take place thirty (30) days after receipt of such notice. The terms and conditions of this contract may be periodically updated and posted at www.midwesterntransit.com and shall become effective upon Carrier's acceptance of any shipment via rate confirmation referencing and incorporating the updated Agreement terms.
- 2. CARRIER will issue a Bill of Lading in its own name for property received hereunder and shall be liable to the person entitled to recover under the bill of lading for the actual loss or injury to the property as set forth in 49 U.S.C. §14706. Actual loss shall be shipper's invoice price. Failure to issue a bill of lading does not affect the liability of CARRIER. No shipment shall move subject to released valuation unless such limitation is set forth in a writing signed by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document, or a limitation of liability contained in a tariff, service guide or on a website, shall not constitute the specific agreement required. CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment and continue until the cargo is delivered to the designated consignee or to any intermediate stop-off party. CARRIER is responsible for the loading and securing of all shipments and has the duty to inspect each shipment. Cargo claims shall be investigated and settled in accordance with 49 C.F.R. §370. Claims must be filed in writing with CARRIER within nine months after delivery. Suit must be instituted against the carrier within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part. If CARRIER fails to acknowledge or investigate claims as required under 49 C.F.R. §370, BROKER shall be entitled to offset claims against any and all freight charges owed.
- 3. CARRIER agrees to maintain all-risk cargo liability insurance in the amount of \$100,000. and CARRIER shall be liable for all deductibles, limitations or exclusions in cargo insurance coverage. CARRIER represents and warrants that it is in full compliance and shall maintain Worker's Compensation insurance as prescribed by the laws of the states in which the transportation services shall be performed. If CARRIER does not provide Worker's Compensation insurance CARRIER hereby represents and warrants that under state or federal law applicable to CARRIER, it is exempt from

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providing workers' compensation coverage to drivers, owner/operators or other independent contractors working for CARRIER. CARRIER acknowledges and agrees that on behalf of itself, its employees,

drivers or contractors, it waives any and all claims against BROKER and/or Broker's Customer and will assume full and complete responsibility for compensation of any and all work-related injury occurring to any of its personnel and that CARRIER shall fully indemnify, defend and hold BROKER and Broker's Customer harmless for any claims, demands, lawsuits or administrative proceeding brought against BROKER or Broker's Customer for any such work-related injury or employment obligations. CARRIER shall also maintain Employer's Liability Insurance in the amount of \$500,000; Auto Insurance covering all owned, non-owned and hired vehicles including blanket contractual coverage in the amount of \$1,000,000 and naming BROKER as an Additional Insured. CARRIER agrees to cause, authorize, instruct, and ensure their insurance company or agent provide certificate(s) of insurance to BROKER which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. Carrier's liability shall not be limited by insurance amounts or coverage.

4. CARRIER warrants that it is an independent contractor and exercises exclusive control over its equipment and personnel, and the means and methods of carrying out its contractual obligations. CARRIER further warrants that it operates in compliance with all Federal and State laws including but not limited to ELD Mandate, CARB and C-TPAT where applicable. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time, to transport compressed household, municipal or commercial waste, or any other waste material. All drivers shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence in the protection of shipper's commodities. CARRIER shall maintain a US DOT safety rating of "Satisfactory" or "Continue to Operate" unless CARRIER is unrated. CARRIER agrees to notify BROKER within 24 hours of any change in CARRIER's safety rating. The CARRIER is solely responsible for all expenses for operating as a CARRIER, including but not limited to all business, equipment and employee licenses, permits, inspection, maintenance, testing, insurance, compensation and taxes.

CARRIER warrants and acknowledges that it possesses full and complete understanding and knowledge of the US DOT's CSA 2010 safety program (including, but not limited to, driver violations and ranking criteria). CARRIER, and any drivers of CARRIER, shall at all times meet CSA 2010 safety standards sufficient to enable CARRIER to (a) operate without US DOT intervention or restriction; (b) obtain and maintain the insurance coverage required by this Agreement; and (c) be and remain competitive with similarly situated carriers. CARRIER further agrees to (i) immediately notify BROKER in writing if CARRIER has been deemed "unfit" or "marginal" in any area of their safety and compliance performance measured by the CSA 2010 program; and (ii) to reject and not otherwise accept the transport of any freight offered by BROKER during such time as CARRIER is deemed "unfit" or "marginal" in any area of its safety and compliance performance measured by the CSA 2010 program; and (iii) to reject and not otherwise accept the transport of any freight offered by BROKER during such time as CARRIER is so rated.

5. INDEMNIFICATION: CARRIER agrees to pay, indemnify, defend and hold BROKER and Broker's Customer harmless against any and all loss, damage or delay claims which are in any way caused, contributed to, or exacerbated by the breach of contract, intentional or negligent acts or omissions of CARRIER, its employees, drivers, helpers, contractors, subcontractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. Carrier further agrees to indemnify, defend and hold BROKER and Broker's Customer harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused,

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contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions of violations of law CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of CARRIER'S operations hereunder, including but not limited to claims for respondent superior, negligent selection, hiring or supervision of carrier its employees, agents or subcontractors. CARRIER acknowledges that where the loss, injury or damage arises from the underlying breach, acts or omissions of carrier, as opposed to any active or direct breach, act or omission of BROKER or its customers, CARRIER's defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions or allegations against BROKER or its customer. Indemnification shall include attorneys' fees and cost, including fees and costs for enforcement of this agreement.

6. BROKER agrees to pay CARRIER at the agreed rate within 30 days of receipt by BROKER of CARRIER'S invoice, and transportation documents, including the signed original bill of lading, proof of delivery or delivery receipt as set forth in the rate confirmation provided to CARRIER prior to shipment, regardless of payment from shipper. CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges. Rates, additional terms and shipper specific requirements for transportation service may be established through the rate confirmation document, and shall act as an appendix to this Agreement. The rates, terms and shipper requirements set forth in the rate confirmation shall be deemed to be the agreement of the parties for the referenced shipment, and the confirmation deemed part of this agreement unless CARRIER notifies BROKER within 24 hours of any disagreement as to rates and shipment specifications.

A. In the event of insolvency proceedings being instituted by or against CARRIER, the BROKER, and agent of BROKER, or SHIPPER may immediately enter upon any owned or leased property of CARRIER where any cargo, goods, or SHIPPER – owned or leased equipment may be found and take possession of such goods or owned or leased equipment without notice or liability to CARRIER.

B. If after BROKER has paid CARRIER as specified above, the shipper or other party responsible for payment of transportation and related charges defaults on its obligation to pay BROKER, or comes under the protection of the bankruptcy court, then CARRIER agree to transfer to BROKER, by written assignment, all of CARRIER'S right, title and interest in such charges in order to facilitate BROKER'S efforts at collection and recovery from the shipper or other responsible party.

C. If BROKER pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless CARRIER indicates to the contrary to BROKER within sixty (60) days of its receipt of payment. All modifications and additions to the rates made either by the parties either in writing or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills shall be deemed as appendices to and considered a part of this agreement.

7. As per 49 USC 13901 (c), Carrier hereby warrants that it is and shall perform the transportation service as a motor carrier under the MC#/DOT# stated above, and that if it violates this warranty, including but not limited to "double brokering" it, and its principals are liable to BROKER for liquidated damages of \$10,000 for each violation plus all valid freight charges, cargo or other claims incurred without regard to amount. Compensation may be withheld if this shipment is double-brokered, moved by rail, or consolidated with any other freight unless approved by Midwestern Transit Service, Inc. BROKER shall also be entitled to its collection and costs of enforcement, interest and attorneys' fees. The liability for claims under this section for unauthorized or "double brokering" shall apply, jointly and severally to any corporate entity or partnership involved; and to the individual officers, directors, and principals of such entities. CARRIER agrees that it will transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under

contract with it. If CARRIER "brokers" a shipment, CARRIER forfeits the right to collect freight charges and agrees BROKER may pay such charges directly to the underlying carrier. If BROKER pays

CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and/or BROKER's customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER shall settle all cargo claims that arise in connection with shipments under this Agreement as the receiving carrier under 49 U.S.C. §14706 regardless of whether it takes possession of the freight or was the actual carrier.

8. BROKER and CARRIER may agree as to required transit time for each shipment. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the Rate Confirmation, bill of lading or other shipping directives. Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R.§395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to BROKER, BROKER reasonably relies on CARRIER's knowledge and expertise that such transit time is consistent with the safety regulations. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BROKER. Except under Force Majeure circumstances, if CARRIER is unable or unwilling to deliver a shipment at the agreed delivery time, BROKER shall have the option of arranging for alternate transportation at CARRIER's expense.

Loading time at the shipper to be included in the entire transit time it takes to make safe and lawful delivery of any load; and ALL loading time, regardless as to the time it takes to load, is part of the rate agreement for each load tendered. Any detention to be considered on loading times will only be considered if the delivery date and time needs to be altered as a result of the time it takes to load - and only if that alteration exceeds 180 minutes from the originally scheduled delivery. Detention, if applicable, on delivery will only be considered after 180 minutes from the arrival. In order for BROKER to consider paying detention, CARRIER must make it known to BROKER 60 minutes prior to calculating potential time beyond the 180 minutes referenced above for a request for detention pay.

BROKER customers may, from time-to-time, ask the BROKER to track and trace the status of a load and then update the customer as needed. To perform this service BROKER may use 3rd party tracking services. CARRIER agrees to help provide updates to load status, but acknowledges that BROKER is not tracking the driver or truck, but only the whereabouts of its customer's load. BROKER does not and will not exercise any control over the driver or coerce the driver in any way.

- 9. CARRIER shall not offer rates directly to or perform service directly for any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER'S customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on such traffic, as liquidated damages. Termination of this contract shall not affect the enforceability of the foregoing provisions for a period of 15 months after termination.
- 10. Neither party hereto will be liable for the failure to tender or timely transport freight under this

Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

11. If a dispute arises out of or relates to this Agreement jurisdiction and venue for suit shall be in the State or Federal court for the State and County in which Broker is located. Any modification to the terms

and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. Failure by BROKER to invoke or enforce any or all of the provisions of this Contract shall not constitute a waiver of any or all such provisions, nor shall any assertion or showing of "custom" or "usage" be deemed a waiver of the written terms and conditions contained in this Contract. If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. The persons signing below have actual authority to bind the parties upon those whose behalf they sign.

All services by Midwestern Transit Services, Inc., are offered and provided subject to our governing "Terms and Conditions" available for review at www.Midwesterntransit.com and hereby incorporated by reference.

By:	By: Navil W Taylor
CARRIER:	BROKER Midwestern Lanet Service, le
Title:	Title: insident
Date:	Date:

ADDENDUM TO BROKER-CARRIER CONTRACT FOOD CARRIERS ONLY FOOD SAFETY MODERNIZATION ACT (FSMA)

In addition to the terms and conditions specified in the Broker-Carrier Contract, the parties agree as follows:

- 1. Carrier must comply with its legal obligations concerning the safe and secure transportation of food that will ultimately be consumed by humans, including those required by local, state and federal laws and regulations including, but not limited to, the Food Safety Modernization Act (FSMA), the Federal Food, Drug and Cosmetic Act, and the Sanitary Food Transportation Act, collectively ("Food Safety Laws"). Carrier must also abide by the U.S. Food and Drug Administration ("FDA")'s proposed Rule on the Sanitary Transportation of Food for Human and Animal Food ("Proposed Rule") upon its enactment and by its effective date for compliance.
- 2. Carrier will, upon Broker's request, provide evidence of the following:
- documented processes to maintain product food safety, including maintaining the requisite temperature control for food subject to the shipper's temperature control requirements during transport,
- b. transportation traceability, including information regarding:
- (i) previous cargos hauled in bulk or other vehicles offered for transportation of food;
- (ii) maintenance and intervening cleaning procedures for docks, vehicles and other equipment: and
- (iii) the appropriate training process for each person under Carrier's supervision or control, involved in the supply chain, and transporting shipments governed by this Addendum.
- c. for each shipment, evidence that it has not been adulterated and has been transported under sanitary conditions that will protect the product against any temperature abuse or great temperature fluctuations and any physical, chemical, and microbial contamination of the food or the container.

Carrier agrees to maintain all documentation and records related to the transport of shipments governed by this Addendum, including those documenting the safe and sanitary transport of food, for a period of two (2) years following the tender of each shipment.

- 3. Carrier agrees that food that has been transported or offered for transport, pursuant to this Addendum, under conditions that are not in compliance with the shipper's instructions as provided to Carrier by the shipper, through Broker or otherwise, shall be considered "adulterated" within the meaning of the Federal Food, Drug and Cosmetic Act,
- 21 U.S.C. § 342(i). Carrier understands that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination.

- 4. Proving "chain of custody" is incumbent on the Carrier and as such Carrier agrees that all loads will be sealed at the point of origin and remain sealed until broken at the point of destination. Pursuant to item 3 above, any load that is not sealed will be also considered "adulterated". Should a load be refused due to a missing seal, Carrier agrees to liability for full loss, less any salvage value. Refusal of any said claim by Carrier's insurer, does not relieve carrier of liability.
- 5. Carrier agrees that Broker is not responsible for and shall in no way be held liable to Carrier for Carrier's or any shipper's, consignee's or receiver's obligations or failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws and Proposed Rule referenced, above, in paragraph 1.
- 6. Carrier shall defend, indemnify and hold harmless Broker and Broker's customers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including attorneys' fees, settlements and claims on account of Carrier's failure to adhere to the requirements of the Food Safety laws and Proposed Rule as further defined in paragraph 1, above, or tender of adulterated food product to the consignee or receiver.
- 7. Termination of this Addendum shall not release either party from liability which shall have arisen prior to such termination or under the Broker-Carrier Contract. Carrier shall not, other than by reason of cause or causes beyond its control, including but not limited to the authority of laws, strikes, acts of God, riot or other serious civil disturbance threatening violence or the apprehension of danger to persons or property, fail to provide services within forty-eight (48) hours of request
- 8. This Addendum shall continue in effect until terminated at any time, with or without cause, by the giving by either party to the other of no less than thirty (30) days written notice. This Addendum shall automatically terminate upon termination of the Broker Carrier Contract of which it is a part.
- 9. Other than as specifically stated herein, all other terms and conditions of the Broker Carrier Contract remain in full force and effect. In the event of a conflict between the terms of this Addendum and the Broker-Carrier Contract, the terms of this Addendum shall prevail.
- 10. This Addendum may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

CARRIER	BROKER	
Ву:	By:	_
Title/Date:	Title/Date:	_
	Initial	

MIDWESTERN TRANSIT SERVICE INC.



Ashley, IL 62808-3803

618-735-2233 FAX 618-735-2257



Transportation Intermediary Association

GENERAL INFORMATION

FEDERAL ID #37-1279358 D&B #180604845 MC#186420 DOT#2213266 ILLINOIS INTRASTATE BROKER #107621

GREAT AMERICAN BOND #E254073 IL \$10,000

AVALON BOND#14156 \$250,000

PHYSICAL & MAILING ADDRESS: 4367 East Seurat Rd, Ashley IL 62808-3803

PHONE: (618)735-2233, FAX: (618)735-2257

THE COMPANY'S LINE OF WORK: Certified Transportation Broker YEARS IN BUSINESS: 37

CORP OFFICER/OWNER: David W Taylor, President, Adrian Taylor, Vice President

President is member of the TIA (Transportation Intermediaries Association and Board Member of the TCA (Truckload Carriers Association) and on TIA Ethics Committee, Member NITL (National Industrial

Transportation League), NASTC (National Association of Small Trucking Companies) CSCMP (Council of

Supply Chain Management Professionals), and Women in Trucking Association. WEBSITE: www.midwesterntransit.com EMAIL: sales@midwesterntransit.com BANKING: Midland States Bank, 133 W Jefferson Ave, Effingham, IL 62401

Contact: Rachael Pennington, Phone: (217) 342-7325

CREDIT REFERENCES

- Green Mile Farms LLC 26725 State Rt 177 Richview, IL 62877 (618) 516-1572 Phone
- 2) Eurotrans LLC 575 Rudder Rd #102 Fenton, MO 63026 (636) 717- 2725 Phone (636) 717-2728 Fax

- Mukich Transport LLC 300 Bridge Valley Dr Imperial, MO 63052 (314) 498-1387 Phone (314) 200-9394 Fax
- 4) Global Transport LLC 4417 Oleatha Ave St. Louis, MO 63116 (314) 664-4168 Phone (314) 773-4120

1)	Compunet Credit Services Lake Havasu City, AZ Gold Book Broker Since (800) 872-3748	2)	Red Book Broker * * * Three Star Rating Business Character Award (913) 438-0606	3)	NASTC-Best of the Best Brokers 2001 National Association of Small Trucking Companies (615) 826-7763
4)	Transcredit Jacksonville, Florida (904) 725-2239	5)	Experian Credit Service (800) 520-1221	6)	Ansonia Credit Data (877) 242-1537

Service Date June 12 1991

Decision

MC 188420

David Taylor

d/b/a Midwestern Transit Service

Mt Vernon, IL

Reentitled

Midwestern Transit Service, Inc.

Mt Vemon, IL

Decided June 7, 1991

On June 5, 1991 applicant filed a request to have the Commission's records changed to reflect a name change.

It is ordered

The Commission's records are amended to reflect the carrier's name as MIDWESTERN TRANSIT SERVICE, INC.

If it has not already done so, the carrier must amend (1) its insurance coverage for the protection of the public, (2) its designation of agents upon whom process may be served, and (3) its teriffs of schedule to reflect the new name.

By the Commission.

Sidney L Strickland, Jr Secretary

(SEAL)

A Federal Agency may not conduct or sporsor, and a person is not required to respond to nor shall a person be subsect to a person itself adapt to complex with a collection of information subsect to the requirements of the Papersonic Reduction Act unions that collection of information displayed a different valid OMB Control Number. The OMB Control Number for this information collection is 2116–0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing statisticions, gathering the data needed, and isompleting and reviewing the collection of information. All responses to this collection of information for information of information of information, including suggestions for rectaining fine burder to Information Collection of Information & Palental Motor Carrier Safety Administration, MC-BRA, Washington, O.C. 20090.

- 40	Contact Description
3	United States Department of Transportation Federal Motor Carrier Sefety Administration

FORM BMC-84	Bond No 14156
Filer FMCSA Account Number: 2X318	License No. MC: 186420
KNOW ALL MEN BY THESE PRESENTS, that we MIDWESTERN TRANSIT SERVICE, INC.	
of 4367 € Seurat Road, Ashley, IL 62608	
as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance (Section 2) (Section 2)	Ce Company
a corporation, or a flish Retention Group established under the Liability flish fletention Act of	of 1986, Pub. L. 99-563, created and existing
under the laws of the State of Arrzena (hereinafter called Surety), are held	and firmly bound unto the United States of
America in the sum of 5 \$250,000—for a broker or freight forwarder, for which payment, we and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly	
WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the rules and regulations of the Federal Motor Carrier Safety Administration relating to insulof motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety financial responsibility and the supplying of transportation subject to the ICC Termination agreements, or arrangements therefore, and	the provisions of Title 49 U.S.C. 13904, and grance or other security for the protection. Administration such a bond as will ensure.
WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Bri of Transportation by motor vehicle with 49 U.S.C. 1390e(b), and the rules and regulations or Administration, relating to insurance or other security for the protection of motor carriers a any and all motor carriers or shippers to whom the Principal may be legally liable for any of	f the Federal Motor Carrier Safety and shippers, and shall inure to the benefit of
NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or co by motor vehicle any sum or sums for which the Principal may be held legally liable by mas perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Prin supplying of transportation subject to the ICC Termination Act of 1995 under license issued Safety Administration, then this obligation shall be void, otherwise to remain in full force as	on of the Principal's failure faithfully to ncipal while this bond is in effect for the f to the Principal by the Federal Motor Carner.
The liability of the Surety shall not be discharged by any payment or succession of paymen or payments shall amount in the aggregate to the penalty of the bond, but in no event shall	if the Surety's obligation hereunder exceed
The amount of said penalty. The Surety agrees to furnish written notice to the Federal Moto Suits filed, judgements recidered, and payments made by said Surety under this bond.	Carries Sarety north light smill for the first and
suits filed, judgements rendered, and payments made by said Surety under this bond.	
suits filed, judgements rendered, and payments made by said Surety under this bond.	um. standard time at the address of the ed. The Principal or the Surety may at any time office in Washington, DC, such cancellation to escribed form BMC-36, Notice of Cancellation ment of any damages herein before described to the Principal for the supplying of shall not affect the liability of the Surety.

(witness's signature)

2015 December 7th IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the Bond No - 14 156 PRINCIPAL SURETY MIDWESTERN TRANSIT SERVICE, INC. Southwest Manne and General Insurance Company COMPANY NAME COMPANY NAME 4367 E Seural Road Asnley 150 Northwest Point Blvd, 2nd FLR - Elk Grove Village STREET ADDRESS CITY STREET ADDRESS 616-735-2233 62000 Illineis 847-709-8098 60007 STATE ZIP COLE TELEPHONE NUMBER STATE ZIF CODE THE EPHONE NUMBER David Taylor, President Lisa Gelsom no. Attorney in Fact (type or print Principal officer) name and title) Tulsonino (Principal officer) signature) Gabriela Craver, Surety Underwriting Manager (type or print wibuss) name) Maria & Craver

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION ACCEPTANCE REPORT

USER ID:

AVALSMG

TRANSMISSION NUMBER: WEB89917

TRANSMITTED ON:

12/07/2015 09:39:46

COMPANY NAME:

SOUTHWEST MARINE AND GENERAL INSURANCE COMPAN

SUMITTED BY:

SOUTHWEST MARINE AND GENERAL INSURANCE COMPAN (28318-00)

Docket

Form/Type

Policy Number

Effective Date

Action

MC-186420

BMC-84/SURETY

14156

12/18/2015

ACCEPTED

Values in FMCSA Licensing & Insurance Database:

Legal Name: MIDWESTERN TRANSIT SERVICE, INC.

Address:

4367 E SEURAT ROAD

ASHLEY IL US 62808

91X Coverage(Type/Max/Underlying):

Total: 1

Run Date: 12/07/15 Run Time 09:39

Page 1 of 2

Data Sorce: Licensing & Insurance

li_accept



GREAT AMERICAN INSURANCE COMPANY

An Ohio Corporation with Administrative Office at 301 E. 4th Street, Cincinnati, Ohio 45202

	Certificate	Continuing In Force	Bond No. E254	1073	-
Name of Principal: Mids	vestern Tr	ansit Service,	Inc.		
Name of Obligee: Illino	is Comme	rce Commissi	on - Transpo	rtation Division	
Amount of Bond: \$ Ter	Thousan	d Dollars (\$10	,000.00)		
The Great America	n Insurance (Company in consid	eration of the ore	mium, does hereby cont	inue in force the above
described bond from the					
				, standard time at the ob	
This certificate is iss circumstances be cumula and the number of premiu	tive in amounts	from year to year,		American Insurance C number of years said bor	
November 17, 20)20				
			GREAT AM	ERICAN INSURA	NCE COMPANY
			By: Lisa Gels	omino	Attomey-in-Fact
				IN INSUA	



GREAT AMERICAN INSURANCE COMPANY® Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than one

Bond No. E254073

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of surety-ship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

Lisa Gelsomino

150 Northwest Point Blvd.

\$10000---

Elk Grove Village, IL 60007

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17th day of November

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 17th day of November

MARK VICARIO (877-377-2405) 2020 , before me personally appeared MARK VICARIO, to me known,

being duly swom, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio Ay Comm. Expires May 18, 2025

Susar a Kohowst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surely, any and all bonds, undertakings and contracts of surelyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of sureryship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

1. STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 17th

day of

November

2020





Midwestern Transit Service, Inc.

is a duly licensed property broker pursuant to the authority of the Federal Motor Carrier Safety Administration, having demonstrated to TIA its integrity and having successfully met the criterion of financial responsibility to the amount of \$250,000 through the TIA Bond Program.

VALID THROUGH: December 18, 2022



Ly-Ax

Lynn Gravley Chairman TIA Services Board

ane Cheinke

Anne C. Reinke President & CEO Transportation Intermediaries Association

Midwestern Transit Service Inc

Carrier Profile

Date:	Federal ID#	SCAC	
Company Name:		MC#	
Dispatch Office Physical Addre		Corporate Main Office: (If Different)	
		Phone:	
Fax:		Fax:	
Address For Payment: (If Diff	erent)		
		Central Dispatch #'s: (If more than 1 Term.)	
		Phone:	
Phone:		Fax:	
Fax:		State of Incorporation: Date:	
Please list two Officers/Princip	oles and their address	ies.	
t		2	
Phone:			
Cell:		Cell:	
Operations Information/Dispatch	ber:	Phone:	_
24 Hour Contact:		Phone/Pager/Cell Phone#	_
Internet:		Email:	_
FACTORING INFORMATION	I - If factoring you mu	ist provide a written statement giving Midwestern Tansit Auth	ority to pay the facto
Name:			-
Address:			
C/\$/7:			

Decks S: Yes Are you Hazardou Are you What p	is Waste? Yes I Smartway ercentage	Tarps: Tarps: Tarps: or Hazardous No y Certified?	Straps: Straps: Material? Yes Yes No	s No	
Hazardou L. Are you L. What p	i licensed f is Waste? Yes i Smartway ercentage	or Hazardous No	Straps: Material? Yes		
Decks ets: Yes Are you Hazardou Are you Are you Are you	i licensed f is Waste? Yes i Smartway ercentage	or Hazardous No	Straps: Material? Yes		
. Are you Hazardou L. Are you J. What p	i licensed f is Waste? Yes i Smartway ercentage	or Hazardous No	Straps: Material? Yes		
. Are you Hazardou L. Are you J. What p	i licensed f is Waste? Yes i Smartway ercentage	or Hazardous No	Material? Yes		
Hazardou L. Are you J. What p	i licensed f is Waste? Yes i Smartway ercentage	y Certified?	res No		
Man					
AL T	loads to: (5 lan	OUT-BOUND es only)		are interested in i loads to: [5 (an es	only)
AR	MD	OK OK			ОН
AZ	ME	OR	AR	MD	OK
CA	MI	PA	AZ CA	ME	OR
00	MN.	RI	co	MI	PA RI
CT	MO	SC		MO	
	MO MS	SC SD	CT DC	MO	SC SD
DE JOE	MS MT		СТ	MO MS MT	SD TN
CT DC DE FL	MS MT NC	SD TN TX	CT DC	MS	SD
DE FL SA	MS MT NC ND	SD TN TX UT	DC DE	MS MT	SD TN
DE DE FL SA	MS MT NC ND NE	SD TN TX UT VA	DC DE	MS MT NC	SD TN TX
DE DE FL SA	MS MT NC ND NE NH	SD TN TX UT VA VT	DC DE FL GA	MS MT NC ND	SD TN TX UT
DE DE GL GA A A D D L	MS MT NC ND NE NH NJ	SD TN TX UT VA VT WA	CT DC DE FL GA	MS MT NC ND NE	SD TN TX UT VA
DC DE FL GA IA ID IL	MS MT NC ND NE NH NJ NM	SD TN TX UT VA VT WA	CT DC DE FL GA IA ID IL	MS MT NC ND NE NH NJ NM	SD TN TX UT VA VT
DC DE FL GA IA	MS MT NC ND NE NH NJ	SD TN TX UT VA VT WA	CT DC DE FL GA IA ID	MS MIT NC ND NE NH NJ	SD TN TX UT VA VT

MTSI WILL NEED A COPY OF YOUR AUTHORITY AND AN ORIGINAL CERTIFICATE OF INSURANCE WITH MTSI AS CERTIFICATE HOLDER SHOWING CARGO, GENERAL LIABILITY, PHYSICAL DAMAGE AND WORKMAN'S COMP. PLEASE PROVIDE A DOT SAFETY RATING. THANK YOU.

, ___ To: _______

Form (Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	 Name (as shown on your income tax return). Name is required on this line; d 	o not leave this line blank.				
	2 Business name/disregarded entity name, if different from above					
Print or type. See Specific Instructions on pag	3 Check appropriate box for federal tax classification of the person whose nan following seven boxes. ☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation. S Note: Check the appropriate box in the line above for the tax classification LLC if the LLC is classified as a single-member LLC that is disregarded from the owner for U.S. federal tax p is disregarded from the owner should check the appropriate box for the time. Other (see instructions) ► 5 Address (number, street, and apt. or suite no.) See instructions. 6 City, state, and ZIP code	Partnership =S corporation, P=Partnership) on of the single-member owner, rom the owner unless the owner urposes. Otherwise, a single-me ax classification of its owner.	Trust/estate Do not check of the LLC is ember LLC that	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to account mannaned outside the U.S.) and address (optional)		
Part						
backup residen entities TIN, lat Note: I	our TIN in the appropriate box. The TIN provided must match the nan withholding. For individuals, this is generally your social security nun it alien, sole proprietor, or disregarded entity, see the instructions for i, it is your employer identification number (EIN). If you do not have a er. If the account is in more than one name, see the instructions for line 1 or To Give the Requester for guidelines on whose number to enter.	nber (SSN). However, for a Part I, later. For other number, see <i>How to get a</i>	or	identification number		
Part	Certification					
	penalties of perjury, I certify that:					
1. The 2. I am Serv no ic	number shown on this form is my correct taxpayer identification numl not subject to backup withholding because: (a) I am exempt from ba- ice (IRS) that I am subject to backup withholding as a result of a failuringer subject to backup withholding; and	ckup withholding, or (b) I ha	ve not been n	otified by the Internal	Revenue ne that I am	
3. I am	a U.S. citizen or other U.S. person (defined below); and					
	FATCA code(s) entered on this form (if any) indicating that I am exempt					
you hav acquisit other th	ation instructions. You must cross out item 2 above if you have been not re failed to report all interest and dividends on your tax return. For real est tion or abandonment of secured property, cancellation of debt, contribution in interest and dividends, you are not required to sign the certification, but the certification is an interest and dividends.	tate transactions, item 2 does ons to an individual retiremen	s not apply. Fo	or mortgage interest paint (IRA), and generally, p	id, ayments	
Sign Here	Signature of U.S. person ▶	Date	•			
Gen	eral Instructions	 Form 1099-DIV (dividends, including those from stocks or mutual funds) 				
Section noted.	references are to the Internal Revenue Code unless otherwise	 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 				
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ey were published, go to www.irs.gov/FormW9.	 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 				
Purp	ose of Form	Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions)				
informa identific (SSN), taxpaye (EIN), to amoun returns	vidual or entity (Form W-9 requester) who is required to file an aution return with the IRS must obtain your correct taxpayer cation number (TIN) which may be your social security number individual taxpayer identification number (ITIN), adoption or identification number (ATIN), or employer identification number or report on an information return the amount paid to you, or other treportable on an information return. Examples of information include, but are not limited to, the following.	Form 1098 (home morti 1098-T (tuition) Form 1099-C (canceled Form 1099-A (acquisition Use Form W-9 only if yalien), to provide your configuration of the second form of the second for	gage interest) I debt) on or abandon rou are a U.S. rrect TIN. rm W-9 to the	ment of secured proper person (including a re-	erty) esident you might	
• Form	1099-INT (interest earned or paid)	be subject to backup withholding. See What is backup withholding, later.				



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/15/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		NAME: Nicole Dahle					
USI Insurance Services, LLC 8000 Norman Center Drive		PHONE (A/C, No, Ext), 952-322-9044 (A/C, No)		952-947-9793			
Bloomington MN 55437		ADDRESS: Nicole.Dahle@usi.com					
		INSURER(S) AFFORDING C	NAIC #				
		INSURER A: Citizens Insurance Company	31534				
Midwestern Transit Service Inc. 4367 East Seurat Road	MIDWETRA9	INSURER B : Hanover Insurance Compan	22292				
		INSURER C : Kinsale Insurance Company	38920				
Ashley IL 62808-3803		INSURER D : Hanover Insurance Compan	22292				
		INSURER E :					
		INSURER F :					
COVERACES							

CERTIFICATE NUMBER: 393172912 REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

VSR TR		ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
A	X COMMERCIAL GENERAL LIABILITY		OBX9879378	3/16/2022	3/16/2023	EACH OCCURRENCE	\$ 1,000,000**
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	s Included**
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	\$ 2,000,000*
	X POLICY JECT LOC					PRODUCTS - COMP/OP AGG	s Included*
	OTHER						\$
В	AUTOMOBILE LIABILITY		AHXH963173	3/16/2022	3/16/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
,	ANY AUTO					BODILY INJURY (Per person)	S
	OWNED AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident)	5
					PROPERTY DAMAGE (Per accident)	5	
							\$
C	X UMBRELLA LIAB OCCUR		01008122290	3/16/2022	3/16/2023	EACH OCCURRENCE	\$ 1,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 1,000,000
	DED X RETENTIONS 0						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	ND END OVERS! LARIE TV	WKX9879105 3/16/2022	3/16/2023	X PER OTH-		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E L EACH ACCIDENT	\$ 500,000
	(Mandatory in NH) If yes, describe under	10000 mil				E L DISEASE - EA EMPLOYEE	\$ 500,000
	DÉSCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 500,000
D	Contingent Cargo		IHX9879588	3/16/2022	3/16/2023	Per Truck Per Loss Deductible	\$100,000 \$200,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**EACH OCCURRENCE LIMIT SUBJECT TO GENERAL AGGREGATE. Additional Limit: \$100,000 per Railcar, subject to \$1,000 deductible. Reefer Breakdown included, subject to a \$2,500 deductible.

CERTIFICATE	HOLDER
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CANCELLATION

Midwestern Transit Service Inc. 4367 East Suerat Road Ashley IL 62808-3803

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE



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