

DAWG

Logistics Services

1775 Continental Way
Atlanta, GA 30316

Phone: (404) 244-9374 Fax: (404) 243-2067 Toll Free: 877-227-9058

EMAIL:

Ryan Roark
Becky McGouirk
Amir Belvin

ryan@kebotrans.com
becky@kebotrans.com
amir@kebotrans.com

MC NUMBER:

448480-B

FEDERAL ID NUMBER:

58-1694779

REFERENCES:

All South Warehouse D C Inc
1775 Continental Way
Atlanta, GA 30316
(404) 243-7566
Contact: Rob

B & F Trucking
3019 Norwood Boulevard
Birmingham, AL 35234
(205) 240-7968
Contact: Bill

Morgan Fenn Morgan
1277 To-Lani-Court
Stone Mountain, GA 30083
(404) 446-8605
Attn: Carolyn

**Dawg Logistics Services
1775 Continental Way
Atlanta, GA 30316**

Dear Valued Carrier,

Our accounting department requires the following to be on file in our office for freight settlements to be processed.

CERTIFICATE OF INSURANCE

Have your insurance company issue the certificates indicated below showing Dawg Logistics Services, 1775 Continental Way, Atlanta, GA 30316. We need the original on file. Certificates must show amounts of coverage, expiration dates, and notice of cancellation clause.

___ LIABILITY Insurance

___ CARGO Insurance

___ WORKER'S COMPENSATION

___ COPY OF AUTHORITY

___ FEDERAL ID NUMBER (W-9)

___ BROKER/MCC AGREEMENT – Please initial each page & sign

Thank you for your cooperation in this matter

Sincerely,

Dawg Logistics Services

Please mail all Invoices and Original Bill of Ladings to the following address:

**DAWG LOGISTICS SERVICES
1775 CONTINENTAL WAY
ATLANTA, GA 30316**

CONTRACT CARRIER AGREEMENT

THIS AGREEMENT made this _____ day of _____, _____, by and

Between _____

MC# _____ an I.C.C. licensed contract motor carrier.

“CARRIER” and Dawg Logistics, Inc.

1. Dawg Logistics, Inc is a freight broker authorized by the I.C.C. under License No. 448480-B to arrange for the transportation of property by motor carrier on behalf of shippers, and for the purposes of contract carriage sufficiently controls the arrangements for transportation of the commodities to be tendered to CARRIER under this agreement.

2. Dawg Logistics, Inc. agrees to offer for shipment and CARRIER agrees to transport in its own equipment at least 200,000 pounds annually in a series of shipments and such additional quantities of freight as Dawg Logistics, Inc. may tender subject to the availability of suitable equipment.

3. Dawg Logistics, Inc. agrees to pay CARRIER for the transportation of freight moved under this agreement in accordance with the rate set forth in Appendix “A” attached hereto and made a part hereof. Modifications or additions to these rates may be agreed to in writing or made verbally and confirmed in writing to meet specific shipping schedules. Confirmation of a verbally agreed rates will be made by a recap, faxed or mailed to Dawg Logistics, Inc. to CARRIER and by the CARRIER’S pick up of the shipment. In addition, confirmation of any verbally agreed rates shall be made by the CARRIER’S billing and Dawg Logistics, Inc. payment thereof. If Dawg Logistics, Inc. pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless CARRIER indicates to the contrary to Dawg Logistics, Inc. within thirty (30) days of its receipt for payment. All modifications and additions to the rates made either in writing or verbally and confirmed in writing or by fax, 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.

4. CARRIER warrants that it is authorized to operate as a contract motor carrier by the I.C.C. and agrees to provide and maintain, at its sole cost and expense, insurance against liability for injuries to or death of person and damage to property, in a combined single limit of not less than \$1,000,000 per occurrence, and for loss of or damage to freight, in an amount not less than \$100,000; and any additional insurance required by applicable laws, rules and regulations. CARRIER shall furnish to Dawg Logistics; Inc. upon request, a copy of each such insurance policy

and written certificated of insurance.

5. Whether or not CARRIER is authorized to operate, or does operate, as a common carrier each and every shipment tendered to CARRIER and Dawg Logistics, Inc. shall be deemed to be a tender to CARRIER as a motor contract carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage.

6. Dawg Logistics, Inc. and CARRIER agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C. 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of Dawg Logistics, Inc., and/or by providing specialized services or equipment designated to meet the distinctive needs of Dawg Logistics, Inc. or the consignor. Such specialized services or equipment shall include but shall not be limited to refrigerated, containerized, bulk or other specialized equipment, short notice driver/equipment availability, driver unloading/loading, detention, overnight and weekend layover, TL or LTL consolidation, protective service stops in transit, 24 hour dispatch, driver monitoring, scale requirements, drops shipments, internal deliveries, weekend/holiday shipments, priority traffic and expedited service, special indemnification, special cargo liability and insurance claims provisions, credit and payment terms, ratemaking negotiability, mutual rate adjustment, rate and charge stabilization, as well as electronic data interchange.

7. CARRIER at its sole cost and expense shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of Dawg Logistics, Inc., CARRIER shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in interline service in substituted service by railroad or other modes of transportation.

8. CARRIER will be responsible to comply with all applicable I.C.C. and D.O.T. regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.

9. CARRIER hereby assumes the liability of a motor common carrier as provided in 49 U.S.C. 11707 as in effect on the effective date of this agreement. Carrier shall be Liable for full actual loss resulting from loss damages injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the carrier for transport. All claims for loss and damages shall be handled and processed in accordance with regulations published in the code of federal regulations at 49 CFR part 360. The terms and conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified,

limited or supplemented by reference to any carrier rules, classification, practice, schedule or tariff.

10. CARRIER agrees to hold Dawg Logistics, Inc. harmless from and indemnify Dawg Logistics, Inc. for any liability resulting from loss or damage to any freight transported by CARRIER pursuant to this agreement, including all costs to defend claims. CARRIER also agrees to hold Dawg Logistics, Inc. harmless from and indemnify Dawg Logistics, Inc. for any liability resulting from personal injury or property damage which may occur during the operations of CARRIER pursuant to this agreement, including all costs to defend claims.

11. CARRIER will bill all charges for transportation services directly and exclusively to Dawg Logistics, Inc. and CARRIER shall provide Dawg Logistics, Inc. with a copy of the original signed bill of lading and delivery receipt. Dawg Logistics, Inc. agrees that it will endeavor to pay all freight bills for transportation performed within (30) days of receipt or the date of delivery of the shipment.

12. The relationship of CARRIER and Dawg Logistics, Inc. shall, at all times, be that of independent contractor except that Dawg Logistics, Inc. shall be agent for CARRIER for the collection and payment of charges to CARRIER. The CARRIER authorizes Dawg Logistics, Inc. to invoice for freight charges on behalf of the CARRIER and the CARRIER agrees that Dawg Logistics, Inc. is solely responsible for payment of all freight charges to the CARRIER.

13. The provisions of this agreement shall be binding upon and enure directly to the benefit of the parties hereto and the consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them.

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

15. CARRIER agrees that under no circumstances will any load offered to the carrier by Dawg Logistics, Inc. to be contracted out to another carrier or a third (3rd) party entity (i.e. double brokered).

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

17. This agreement shall be deemed to be effective on the first date that CARRIER and Dawg Logistics, Inc. commenced business together and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This agreement shall be effective as a continuing agreement subject to the right of either party hereto to cancel the agreement at any time upon not less than

thirty (30) days written notice of one party to the other.

CARRIER _____

DAWG LOGISTICS, INC.

BY _____

BY RmcGowick

TITLE _____

TITLE Operations



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
February 26, 2003

LICENSE

MC-448480-B

KEBO TRANSPORTATION SERVICES, INC
D/B/A DAWG LOGISTICS SERVICES
ATLANTA, GA

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.

Terry Shelton, Director
Office of Data Analysis & Information Systems

It is estimated that an average of ¼ burden hour per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to Federal Highway Administration, HMS-12, 400 7th St. SW, Washington D.C. 20590.

B.M.C. 84
(4/98)

Approved by OMB
2125-0570
Expires 9/30/98

FILER FHWA
ACCOUNT NO.

License No.
MC-448480

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we Kebo Transportation Services, Inc. dba DAWG Logistics Services
(Name of Property Broker)

of 1775 Continental Way, Atlanta, GA 30316
(Street) (City) (State) (Zip Code)

as PRINCIPAL (hereinafter called Principal), and Hartford Fire Insurance Company
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Connecticut (hereinafter called Surety) are held and firmly bound unto the
(State or District of Columbia)

United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations or the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 13th day of December, 2002, 12:01a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the

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|---|--|
| <input checked="" type="checkbox"/> Hartford Fire Insurance Company | <input type="checkbox"/> Twin City Fire Insurance Company |
| <input type="checkbox"/> Hartford Casualty Insurance Company | <input type="checkbox"/> Hartford Insurance Company of Illinois |
| <input type="checkbox"/> Hartford Accident and Indemnity Company | <input type="checkbox"/> Hartford Insurance Company of the Midwest |
| <input type="checkbox"/> Hartford Underwriters Insurance Company | <input type="checkbox"/> Hartford Insurance Company of the Southeast |

KNOW ALL PERSONS BY THESE PRESENTS THAT the *Hartford Fire Insurance Company, Hartford Accident and Indemnity Company and Hartford Underwriters Insurance Company*, corporations duly organized under the laws of the State of Connecticut; *Hartford Insurance Company of Illinois*, a corporation duly organized under the laws of the State of Illinois; *Hartford Casualty Insurance Company*, a corporation duly organized under the laws of the State of Indiana; and *Hartford Insurance Company of the Southeast*, a corporation duly organized under the laws of the State of Florida having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED**:

DAVID LEE, REBECCA ANN STRICKLAND OF MARIETTA, GEORGIA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety (ie only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on September 12th, 2001 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies heretofore unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz
Paul A. Bergenholtz, Assistant Secretary

Colleen Mastroianni
Colleen Mastroianni, Assistant Vice President

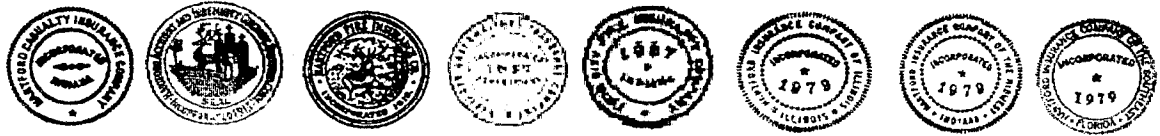
STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On 25th day of October, 2002, before me personally came Colleen Mastroianni, to me known, who being by me duly sworn, did depose and say: that she resides in the County of Hartford, State of Connecticut; that she is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that she knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that she signed her name thereto by like authority.



Scott E. Paseka
Scott E. Paseka
Notary Public
My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of December 13, 2002
Signed and sealed at the City of Hartford.



Yves Cantin
Yves Cantin, Assistant Vice President

payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 13th day of December, 2002.

PRINCIPAL

Name Dave Logistics Services

By Robert E. Lenz
(Signature and Title) President

Witness Sally Warren

SURETY

Name Hartford Fire Insurance Company [SEAL]

By Rebecca Ann Strickland
(Signature and Title) Rebecca Ann Strickland, Attorney-in-Fact

Witness Janet Lee