



1001 W. Pinhook Rd.
Bldg. 3 Ste. 308
Lafayette, LA 70503
800-961-0096
337-706-8946 (Fax)
www.ShipDedicated.com

COMPANY PROFILE

FLEET MC # 379976
BROKERAGE MC # 596695
DOT # 0863701
HAZMAT # 060204 001 038M
FEDERAL ID # 72-1467305

TELEPHONE: 337-706-8846
FACSIMILE: 337-706-8946

DISPATCH:	KASEY ADAMS	EXT. 10
	CHANCIE BERGERON	EXT. 12
	RAVEN JIMENEZ	EXT. 13
ACCOUNTING:	SUE MANSFIELD	EXT. 16
SAFETY/HIRING:	RHONDA SIAS	EXT. 21
OPERATIONS MGR:	JENNIFER AGUILLARD	EXT. 11
LOGISTICS MGR:	CRAIG MENARD	EXT. 18
ACCOUNTING MGR:	VICKY PRIMEAUX	EXT. 15
CEO:	BEN HOGAN	EXT. 19

*PLEASE MAIL ALL PAYMENTS TO THE ADDRESS LISTED ABOVE



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AGREEMENT BETWEEN BROKER AND MOTOR CARRIER

THIS AGREEMENT, (the "Agreement"), made as of the ____ day of _____ 20__, by and between **DEDICATED TRANSPORTATION, LLC, dba DEDICATED LOGISTICS, MC# 596695**, a Louisiana corporation with offices located at 1001 West Pinhook Road, Bldg 3, Suite 308, Lafayette, LA 70503 (hereinafter referred to as "BROKER") and _____ (hereinafter referred to as "CARRIER"), with both BROKER and CARRIER herein collectively referred to as the "PARTIES".

WITNESSETH:

WHEREAS, BROKER is duly licensed by the Federal Highway Administration, formerly the Interstate Commerce Commission (the FHWA"), to act as a broker of freight transportation in interstate or foreign commerce, arranging for transportation of lawful goods, equipment and other property (the "Goods"), (except household goods or products requiring special permits/licenses which CARRIER does not possess), operating pursuant to Docket number MC-596695, FHWA; and

WHEREAS, CARRIER is a duly licensed motor carrier operating under Docket number MC-_____ issued by the FHWA for the purposes of providing the transportation of goods for shippers and receivers of general commodities: and

WHEREAS, these parties desire to enter into the Agreement for the shipment of goods on a non-exclusive basis applicable to the PARTIES, all as hereafter described:

CARRIER agrees to accept lawful shipments of goods offered to it by BROKER subject to the capacity and suitable condition of CARRIER's transportation equipment, and its licenses and permits, and to transport such shipments to the destinations designated by BROKER.

CARRIER agrees that the required time of delivery of a shipment of goods is the essence of the Agreement. Accordingly, in the event CARRIER is unable to supply and deliver such shipments within the time required by BROKER, CARRIER shall so advise BROKER and the PARTIES may arrange to provide service at later date, or BROKER may, if it desires, elect to avail itself of the services of another carrier. The failure of a shipment to arrive by the agreed time shall constitute a default of CARRIER's duty and responsibility, while the rearrangement of shipment or BROKER employing another carrier shall not constitute a breach of the terms of this Agreement.

CARRIER shall be liable to the owner of the Goods for any and all loss or damage while transported by CARRIER under the terms of this Agreement. Liability will begin when the shipment is loaded onto CARRIER's equipment, terminating only after proper delivery is completed.



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CARRIER shall indemnify and hold harmless BROKER any and all loss or damage claims made by the owner or shipper of Goods on shipments made by CARRIER pursuant to this Agreement. CARRIER shall pay any and all costs arising from claims made against BROKER arising out of CARRIER's operations hereunder, including but not limited to all road, fuel and other taxes, fees or permits relating to the shipments transported by CARRIER as arranged by BROKER.

CARRIER agrees and understands that CARRIER shall not at any time within (12) twelve months of the date of shipments tendered to CARRIER by BROKER, "back-solicit" shippers of Goods shipped pursuant to this Agreement. "Back-Solicitation" is herein defined as CARRIER asking the shipper to engage in transportation of the same freight handled through BROKER on a direct basis without BROKER contract. Should CARRIER perform services for such a shipper, CARRIER agrees to forfeit all monies owed by BROKER as well as paying BROKER 20% of all monies charges to shipper as a sales commission for the period of one year. CARRIER shall also be liable for any and all legal fees incurred by BROKER in the event legal proceedings are necessary to collect said amounts.

CARRIER agrees to maintain and keep in force and effect at its own expense a cargo liability insurance policy in a minimum of \$100,000.00 per vehicle covering all GOODS transported by CARRIER under the terms of this Agreement. CARRIER shall also maintain an automobile liability policy with a minimum of \$1,000,000.00 per single occurrence to protect BROKER, shipper and the general public. CARRIER shall also maintain a Workman's Compensation Policy with a minimum of \$100,000 per accident. CARRIER shall furnish to BROKER a Certificate of Insurance evidencing such insurance policies and naming BROKER as additional insured. CARRIER agrees that said policies shall expressly state that the insurance company waives its right of subrogation against the BROKER.

CARRIER agrees to immediately notify BROKER of any accident or event which impairs the safety of, or will materially delay delivery of, GOODS or shipment. CARRIER also agrees to use reasonable care and due diligence in the protection of said GOODS and CARRIER agrees to be solely liable for damages or loss of said GOODS without regard to whether or not CARRIER's negligence caused such damages or loss, notwithstanding anything in the applicable bill of lading or invoice to the contrary. A material delay is the failure of CARRIER to deliver the shipment by the agreed time of arrival of such shipment at its destination, unless such delay was caused by the shipper. Unless delay is caused by the shipper, CARRIER shall be liable for any and all charges caused by such delay, and BROKER is authorized to withhold a portion of CARRIER's compensation hereunder, provided such amount is paid to shipper at BROKER's sole discretion to satisfy shipper's claims for loss, damage, injury or delay arising out of the transportation of shipments under this Agreement by CARRIER.

CARRIER shall sign bills of lading or receipt acceptable to BROKER and underlying shippers on acceptance of GOODS and such receipt or bill of lading shall be prima facie evidence of receipt of such GOODS in good order and condition unless otherwise noted on the face of such



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document. All such documents shall show the actual consignor and consignee and the name of BROKER shall appear in the "Bill TO" section and in the "Special Instructions" section as being "shipped under contract authority with Dedicated Transportation, LLC."

BROKER agrees to offer for transportation to CARRIER, subject to the availability of suitable equipment, a minimum of three (3) shipments the initial and each subsequent term of this Agreement.

It is the intent of the PARTIES that CARRIER shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. CARRIER agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pension and benefits of CARRIER's employees and agents (including owner-operators) utilized by CARRIER in the performance of this Agreement.

BROKER agrees to pay CARRIER in accordance with the rate confirmation pertaining to each shipment of GOODS within thirty-five (35) days of receipt or CARRIER's invoice referencing BROKER's Rate Confirmation number, the original bill of lading and proof of delivery.

CARRIER shall have no lien, and hereby waives its right to lien, upon any GOODS, shipment or portion of same or on any bond of BROKER.

Should any clause, sentence, section or paragraph of the Agreement be judicially declared invalid, unenforceable, or void, such decisions shall not have the effect of invalidating or voiding the remainder of the Agreement, and the PARTIES hereto agree that the part or parts of the Agreement so held to be invalid, unenforceable or void shall be deemed to have been stricken herefrom, and the remainder shall have the same force and effect as if such part or parts had never been included herein.

If any dispute arises about any matter covered by the terms of the Agreement, (a) the dispute may be first referred by both PARTIES to the American Arbitration Association (Herein called the initial arbitrator) who may be requested to make an initial, non-binding decision, (b) if that initial decision is not requested or accepted, the dispute must be submitted to the arbitration procedures of the American Arbitration Association. No court action can be taken by CARRIER prior to arbitration, and the decision of the arbitrating association shall be binding on CARRIER in any subsequent action in court.

Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, bill of lading or shipping document shall be confidential and shall not be disclosed by CARRIER to persons other than its officers, directors, agents, attorneys, accountants and auditors. BROKER has the right at its sole and absolute discretion to disclose any such information to one or more of its vendors, customers or



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consignees. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for the period of five (5) years.

If your state does NOT require Worker's Compensation, please initial below that you have read and agree to the following: Our state does not require us to have worker's compensation. We understand and agree that Dedicated Logistics is not a carrier and that no subcontractor relationship exists between our company and Dedicated Logistics. We further agree that we shall indemnify and hold harmless Dedicated Logistics from all losses, damages, fines, penalties, expenses, costs, actions, and judgments concerning any injury or incident with our employees, subcontractors, and owner operators under the category of Employer's Liability.

By: _____ INITIAL HERE

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of date first above written.

BROKER:

CARRIER:

**DEDICATED TRANSPORTATION, LLC
dba DEDICATED LOGISTICS**

By: _____

By: _____

Dedicated Representative

Address: 1001 W Pinhook Rd
Bldg 3 Ste 308
Lafayette LA 70503

Name: _____

Title: _____

Phone: _____

Fax: _____

Address: _____

City, State, Zip: _____



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Carrier References

Transplace Stuttgart LP
P.O. Box 1906
Stuttgart AR 72160
Contact: Shanda

800-643-9566

Southwestern Motor Freight
4600 Goldfield
San Antonio TX
Contact : Vicky

210-662-2348

Shamgar Transportation Services
222 Clay Morgan Road
East Prairie MO
Contact: Eric or Bobby

573-649-3500

Wasp Transportation
4722 Hwy 15
Winnsboro LA 71295
Contact: Donny or Jimmy

800-874-4760



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
April 10, 2007

LICENSE

MC-596695-B

DEDICATED TRANSPORTATION LLC
D/B/A DEDICATED LOGISTICS
MANDEVILLE, LA

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.

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

Angeli Sebastian, Chief
Information Systems Division

BPO

B. M. C. 85
FILER FMCSA
ACCOUNT NO. 22512

Approved by OMB
2126-0017
License No.
MC- 596695

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Dedicated Transportation LLC D/B/A Dedicated Logistics
(Broker)
of 1227 Springwater Dr Mandeville, LA 70471
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.,
(Name of Trustee)

a financial institution created and existing under the laws of the State of California
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement 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 therefor, and

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

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000. 00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
- In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
- Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
- This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
- All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 4 day of April, 2007, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 4 day of April, 2007.

TRUSTOR

TRUSTEE

Name Dedicated Transportation LLC D/B/A Dedicated Logistics

Name PACIFIC FINANCIAL ASSOCIATION, INC.

Address 1227 Springwater Dr Mandeville, LA 70471

Address 12707 High Bluff #200 San Diego, CA. 92130

Telephone No. (985)626-6051

Telephone No. (800)595-2615

By Ben A. Hogan III
Ben A Hogan III
Managing Member

By J.P. Larson
J.P. Larson
President

Witness Merid Operations Mgr.
(Signature and Title)

Witness Sandy Brown
(Signature and Title)

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE ___ DAY OF _____, _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE ___ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

_____ DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR

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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> 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 Line 1 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.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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