



Sunteck Transport Group  
**2007 Carrier Package**

This Carrier Package includes the following documents:

1. Sunteck Fact Sheet
2. Carrier Application
3. Payment Policy and Proof of Delivery Requirements
4. Sunteck Broker/Motor Carrier Agreement
5. Copy of Sunteck Operating Authority – Brokerage
6. Sample Copy of Cargo and Liability Insurance
7. Copy of Sunteck Bond

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Sunteck Transport Group. We offer excellent opportunities for you to grow your business through Sunteck's competitive rates, prompt settlements and networking with our large group of Sunteck agents. To quickly move the approval process along, please note the following items that are necessary to complete the process:

- Completely fill out our **Broker/Motor Carrier Agreement**, sign, and fax back 904-223-5404. The 6-page agreement must be returned with the "CARRIER" signature block page completed and signed.
- Fill out and return our **Carrier Profile Sheet**, which helps us identify loads that are appropriate for your fleet and capacity. Fax this to 904-223-5404
- Fax a copy of your **Contract Carrier Authority** to 904-223-5404.
- Have your insurance company add "**Registry Monitoring Insurance Service, 28001 Dorothy Drive, 2nd Floor, Agoura Hills, California 91301-2609**" as a certificate holder on your policy-- your insurance agent must sign the proof of insurance certificate and send directly to us. PLEASE NOTE: The certificate MUST BE SIGNED. Please indicate whether cargo coverage is All Risk or Broad Form.

When Completed, Please Fax to: 904-223-5404

Fax to us your cargo and liability documents with the following amounts:

- **Auto Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000 per occurrence (\$2,000,000 for Canadian coverage)
- Cargo liability in the amount of \$100,000 per occurrence (\$200,000 for Canadian coverage)
- **Worker's Compensation & Employers Liability Insurance** in the amount of \$500,000 (or greater amount if legally required)
- **General Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000 per occurrence

Fax back your **FORM W-9** for taxpayer identification. FORM W-8 is required for Canadian carriers and is not included in this packet. Canadian-based carriers please request FORM W-8 when needed. Form W-9 is available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Other Information (if applicable):

- Copy of your Hazardous Materials Registration
- Canadian authorities your company holds

To be approved as a carrier for Sunteck, your DOT safety rating must be Satisfactory. If you show a Conditional rating or are not rated in the SAFER database, we may disqualify you based on your "SafeStat" data.

Thank you! We look forward to working closely with you while building a strong working relationship and helping you fill your capacity with high quality, profitable loads. Above all, we ask you to communicate with us where we can improve and share with us your satisfaction when we are able to demonstrate exceptional service and expertise.

Yours Truly,

The Sunteck Transport Team

When Completed, Please Fax to: 904-223-5404



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## FACT SHEET

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### OPERATING AND FINANCIAL INFORMATION – AutoInfo, Inc.

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2006 Revenue .....	\$84,100,000
Federal Tax Identification Number – Sunteck Transport Carriers, Inc.....	45-0484554
Federal Tax Identification Number – Sunteck Transport Co., Inc. ....	65-0788578
D-U-N-S Number – AutoInfo, Inc. ....	09-889-6756
NAICS – Sunteck Transport Carriers, Inc. ....	484120 – General Freight Trucking, Long Distance
NAICS – Sunteck Transport Co., Inc.....	488510 – Freight Transportation Arrangement
DOT Number – Sunteck Transport Carriers, Inc. ....	1067244
Sunteck Transport Carriers, Inc. – Contract Carrier Authority .....	MC – 438912
Sunteck Transport Co., Inc. – Broker Authority .....	MC – 329363
SCAC Code – Sunteck Transport Carriers, Inc. ....	STKT
SCAC Code – Sunteck Transport Co., Inc.....	SNKS
Year Founded – AutoInfo, Inc. ....	1976
Surety Trust Fund.....	California Factors & Finance; Account 12545
Company Type .....	Corporation – Publicly Traded
Insurance .....	The Campbell Group of Florida
State of Incorporation.....	Delaware, United States
Corporate Offices .....	Boca Raton, Florida
U.S. Office Network .....	Alabama, Arkansas, Arizona, Colorado, Florida, Georgia, Illinois, Iowa, Michigan, Missouri, North Carolina, New York, Oregon, South Carolina, Tennessee, Texas
Canadian Office Network.....	Ontario, Quebec

### SENIOR MANAGEMENT TEAM

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President and Chief Executive Officer .....	Harry Wachtel
Chief Financial Officer .....	William Wunderlich
Chief Operating Officer .....	Michael Williams
Executive Vice President .....	Mark Weiss
Chief Technology Officer .....	Jon Gloss
Vice President – Marketing and Business Development.....	Dave Dallas

### TRADE REFERENCES

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Carrier	MC#	Contact Name	Telephone Number
B&S Trucking	473713	Bob/Annette	(732) 886-3725
Zakpol Trucking	435608	Helen	(708) 924-9044
James Brown Trucking	148714	Kay Miller	(770) 482-6521
Bayer Trucking	279577	Karen Gow	(320) 254-2233

### FINANCIAL INSTITUTIONS

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**Wachovia Bank**  
 980 Federal Highway  
 Boca Raton, Florida 33342  
 (561) 393-1718  
 To the Attention of: David Jackson

**Colonial Bank**  
 101 North Federal Highway  
 Deerfield Beach, Florida 33441  
 (954) 725-4992  
 To the Attention of: Jodi Simons

**Sunteck Transport Group is a wholly-owned subsidiary of AutoInfo, Inc.  
 AutoInfo, Inc. is a Publicly Traded Company. Trading Symbol: AUTO**

**Must be Signed by an Authorized Company Representative  
Please Complete and Return Via Fax to 904-223-5404**



### Carrier Profile Sheet

Carrier Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Please Remit Payment to: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Current DOT Safety Rating \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Company Type:  Corporation  LLC  Partnership  Sole Proprietorship  Other \_\_\_\_\_

Are you Haz-Mat Certified? \_\_\_\_\_

Communication with Drivers:  Cell Phone  Satellite  Pager  Computer  Other \_\_\_\_\_

Telephone #s: Watts: \_\_\_\_\_ Local \_\_\_\_\_

After Hours: \_\_\_\_\_ Fax: \_\_\_\_\_

Contacts: \_\_\_\_\_

How would you like loads tendered to you:  Email  Fax  Phone To: \_\_\_\_\_

Owner/Officer of Company \_\_\_\_\_ Title \_\_\_\_\_

Company Manager \_\_\_\_\_ Title \_\_\_\_\_

Dispatcher(s) \_\_\_\_\_

#### Drivers and Equipment

# of Company Drivers \_\_\_\_\_ # of Owner-Operators \_\_\_\_\_ # of Tractors \_\_\_\_\_

Trailer Type	Trailer Length	Number of Units
Dry Van		
Dry Van / Airride		
Reefer		
Flatbed		

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007 By: \_\_\_\_\_

Its: \_\_\_\_\_  
Title



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## Carrier Payment Policy and Proof of Delivery Requirements

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To our Valued Motor Carriers:

In an effort to avoid any delays in our payment to you, we have created the following Payment and Required Proof of Delivery Policy.

Sunteck's payment terms are **net 30 days** from the date Sunteck receives **all of the following documents**:

- 1. Your invoice – must match the signed rate confirmation exactly**
- 2. The original or a legible copy of the signed proof of delivery**
- 3. The final, signed rate confirmation(s) – must match invoice**
- 4. All reimbursable receipts**

You may submit the above documents via email to:

[sendmybill@suntecktransport.com](mailto:sendmybill@suntecktransport.com)

Or you may fax to:

**(866) 304-3699**

Or Mail or Overnight to:

Sunteck Transport Group  
Attention: Accounts Payable  
6413 Congress Avenue, Suite 260  
Boca Raton, Florida 33487

- All Accessorial charges must be stated in the original, signed rate confirmation or agreed to in a subsequent written and signed rate confirmation.
- Unauthorized delays in the pickup or delivery of the load may be charged back to you.
- A minimum charge of \$100 shall apply for any appointment(s) you miss.
- **You are prohibited from subcontracting any Sunteck Load to any other carrier or broker.**
  - If you do, we reserve the right to pay the delivering carrier directly and you will remain primarily liable as provided in our Broker/Motor Carrier Agreement.
- You have agreed to defend, indemnify and hold harmless Sunteck Transport Group, its customer(s) and the bill of lading parties from any claims, actions or damages, arising out of your performance under the terms of our Broker/Motor Carrier Agreement, including damages of any kind asserted against us for hiring you including cargo loss and damage, theft, delay, damage to property and personal injury or death.

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Questions regarding payment of your invoice should be directed to:  
**(800) 759-7910, OPTION 5 OR [accountspayable@suntecktransport.com](mailto:accountspayable@suntecktransport.com)**

## **BROKER / MOTOR CARRIER AGREEMENT**

This Broker / Motor Carrier Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Sunteck Transport Company, Inc. ("BROKER"), a Registered Property Broker, License Number MC-329363 B, and \_\_\_\_\_, a Registered Motor Carrier, Permit/Certificate Number DOT-\_\_\_\_\_ / MC-\_\_\_\_\_ ("CARRIER"); collectively, the "Parties".

For the purpose of this Agreement, "Registered" means operated under authority issued under Title 49 of the United States Code, and regulations promulgated by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.

### **1. CARRIER REPRESENTS AND WARRANTS TO BROKER THAT IT:**

- a) Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and hazardous materials (initial here \_\_\_\_ NO HAZ MAT);
- b) Shall transport the property tendered to it by Broker under its own operating authority and subject to the terms of this Agreement;
- c) Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;
- d) Agrees that a Shipper's insertion of BROKER'S name as the carrier on a bill of lading shall be for the Shipper's convenience only and shall not change BROKER'S status as a property broker nor CARRIER'S status as a motor carrier.
- e) Will not re-broker, assign or interline the shipments transported hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right to pay the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. In such a case, CARRIER shall not be released from liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph 1.i, CARRIER will be liable for the direct, actual, and consequential damages arising from a violation of this Paragraph 1.e.
- f) Is in, and shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to its operations including, but not limited to:
  - i. Transportation of Hazardous Materials,(including the licensing and training of drivers), unless disclaimed in Paragraph 1.a., as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials;
  - ii. Department of Homeland Security regulations;
  - iii. Independent Contractor / Equipment Lease regulations;
  - iv. Loading and securement of freight standards and regulations;
  - v. Implementation and maintenance of driver safety regulations including, but not limited to, qualification and hiring, controlled substances, and hours of service regulations;
  - vi. Sanitation, temperature, and contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers;
  - vii. Implementation and maintenance of equipment safety regulations;
  - viii. Maintenance and control of the means and method of transportation including, but not limited to, performance of its services.

- g) Will notify BROKER immediately if its federal Operating Authority ("Registered" status) is revoked, suspended, or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.
- h) Shall inform and advise BROKER of any information obtained by CARRIER in performance of this Agreement which is contrary to the information communicated by BROKER to CARRIER under Paragraph 2.a., and any other material aspect of CARRIER'S service hereunder which conflicts with the specific requirements of each shipment transported hereunder.
- i) Does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to "Unsatisfactory" or "Conditional".
- j) Authorizes BROKER to render an invoice to the party contractually liable to BROKER for transportation service charges, which shall include CARRIER'S freight charges and BROKER'S fees and charges.
- k) Has investigated, monitors, and agrees to conduct business hereunder based on the credit-worthiness of BROKER and is granting BROKER credit terms accordingly.

CARRIER shall defend, indemnify and hold BROKER, its shipper customer, and the bill of lading parties harmless from any claims, actions or damages, arising out of its performance under this Agreement or breach of CARRIER'S representations under this Paragraph 1, including damages of any kind asserted against BROKER for negligent hiring of CARRIER, cargo loss and damage, theft, delay, damage to property, and personal injury or death, PROVIDED that, likewise, BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of BROKER'S performance hereunder, except that BROKER shall have no liability to defend, hold harmless, and indemnify CARRIER for the negligent hiring of CARRIER. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense as they accrue.

## 2. CARRIER'S RESPONSIBILITIES:

- a) In addition to the representations and warranties made in Paragraph 1, CARRIER agrees to provide the necessary equipment and qualified personnel for completion of the transportation services required by BROKER and BROKER's customers. Unless CARRIER holds Registered status as a hazardous materials hauler and BROKER has notified CARRIER in writing on the Carrier Rate Confirmation that a shipment contains hazardous materials, CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261.1 et. seq. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.
- b) CARRIER shall issue (or execute) a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become liable for the full actual value of the freight when it takes and receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility and liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading (including but not limited to payment terms) inconsistent with the terms of this Agreement shall be null and the terms of this Agreement shall apply. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER if its established that CARRIER received the lading.
- c) CARRIER shall serve the best interests of BROKER and the bill of lading parties regarding the processing and settlement of cargo claims, overages, shortages, and damages. In doing so,
  - i. CARRIER shall comply with 49 C.F.R. §370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department

of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage.

- ii. CARRIER'S liability for any cargo damage, loss, or theft from any cause shall be determined under the provisions and principles of the Carmack Amendment, 49 U.S.C. §14706. Notwithstanding, CARRIER's liability shall be for the full actual value of the damaged, lost, stolen, or delayed freight.
  - iii. CARRIER'S obligation to indemnify BROKER and the parties entitled to recover under the bill of lading for freight loss and damage claims shall include legal fees, which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability of CARRIER under this Agreement.
  - iv. Except as provided in Paragraph 1.e above, neither Party shall be liable to the other for consequential damages arising out of cargo loss or damages without prior written notification of the risk of loss by type and amount, and agreement to assume such responsibility is stated in writing.
  - v. Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within THIRTY (30) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this time period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement.
  - vi. CARRIER'S liability for cargo damage, loss, or theft from any cause for any one shipment, shall not exceed the full invoice value of the shipment plus taxing costs.
  - vii. CARRIER shall recognize and process cargo claims submitted by BROKER on behalf of BROKER'S shipping customer(s) as though the claim were submitted directly by the same.
- d) CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance written notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits:
- i. Public liability \$1,000,000;
  - ii. Motor vehicle (including hired and non-owned vehicles), property damage, and personal injury liability \$1,000,000 (\$5,000,000 if transporting hazardous materials including environmental damages due to release or discharge of hazardous substances);
  - iii. Cargo damage/loss, \$100,000;
  - iv. Workers' compensation with limits required by law.

Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER'S liability due to any exclusion or deductible in any insurance policy.

CARRIER shall submit its Certificate of Insurance to: Registry Monitoring Insurance Service 28001 Dorothy Drive, 2d Floor, Agoura Hills, California 91301-2609. Telephone: 800-400-4924 / Facsimile 818-933-6352. Registry Monitoring Insurance Service MUST be listed as the Certificate Holder.

- e) CARRIER irrevocably assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER. As such, CARRIER shall provide BROKER with an invoice, a signed copy of the Carrier Rate Confirmation, signed bill of lading or proof of delivery, and all documentation in support of accessorial charges in a timely manner, and in no event later than 21 days from date of delivery.

CARRIER shall defend, indemnify and hold BROKER, its shipper customer, and the bill of lading parties harmless from any claims, actions or damages, arising out of its performance under this Agreement or breach of CARRIER'S representations

under this Paragraph 2, including damages of any kind asserted against BROKER for negligent hiring of CARRIER, cargo loss and damage, theft, delay, damage to property, and personal injury or death, PROVIDED that, likewise, BROKER shall defend, indemnify, and hold CARRIER harmless from any claims, actions, or damages, including cargo loss and damage, theft, delay, damage to property, personal injury or death, arising out of BROKER'S performance hereunder, except that BROKER shall have no liability to defend, hold harmless, and indemnify CARRIER for the negligent hiring of CARRIER. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party, or the shipper. The obligation to defend and indemnify shall include all costs and legal fees of defense as they accrue.

### 3. BROKER RESPONSIBILITIES:

- a) BROKER shall solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least two (2) loads each year of this Agreement. BROKER shall inform CARRIER of (a) the place of origin and destination of each shipment tendered under this Agreement; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.
- b) BROKER shall invoice the services of BROKER and CARRIER to the party which is contractually responsible for payment to BROKER. CARRIER shall invoice BROKER for CARRIER'S charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER'S written Carrier Rate Confirmation, each of which shall be incorporated herewith upon execution by BROKER and delivery to CARRIER by facsimile or electronic transmission. CARRIER shall execute the Carrier Rate Confirmation and any subsequent confirmation(s) and return the same to BROKER prior to loading (except in the following cases of modification). Additional rates, modifications, or amendments of the original rate(s) or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) in a subsequent Carrier Rate Confirmation by BROKER and CARRIER. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herewith upon execution by BROKER and delivery to CARRIER by facsimile or electronic transmission. CARRIER SHALL SUBMIT TO BROKER WITH ITS INVOICE A COPY OF THE SIGNED (BY BROKER) CARRIER RATE CONFIRMATION WHICH REFLECTS THE FINAL CHARGES DUE CARRIER.
- c) Rates which are verbally agreed upon shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written Carrier Rate Confirmations, including confirmations by billing and payment, shall be incorporated herewith.

Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

**NOTE: CARRIER should insist that all accessorial charges be confirmed in writing by BROKER, as the absence of such written confirmation will delay or excuse payment to CARRIER. \_\_\_\_ Carrier initials.**

- d) The Parties agree that BROKER shall be responsible for the billing and collection of freight charges as follows:
  - i. BROKER is the sole party responsible for payment of CARRIER'S charges. Failure of BROKER to collect payment from its customer shall not release BROKER of its obligation to pay CARRIER, provided, however, that BROKER shall have the right, duty and privilege to assert against CARRIER all customer defense(s) to payment. Notwithstanding, BROKER shall pay CARRIER'S invoice(s) within THIRTY (30) days of receipt of the bill of lading or proof of delivery, and all additional supporting documents in connection with CARRIER's invoiced charges, provided CARRIER is not in default under the terms of this Agreement. CARRIER shall and may not seek payment from any bill of lading party which can prove payment to BROKER.
  - ii. Payment and other disputes are subject to the terms of Paragraph 4.d, which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees.
- e) BROKER shall maintain a surety bond / trust fund in the amount of TEN THOUSAND DOLLARS (\$10,000) and file evidence of the same with the Federal Motor Carrier Safety Administration (FMCSA).

- f) BROKER will notify CARRIER immediately if BROKER'S federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

4. MISCELLANEOUS:

- a) The relationship between BROKER and CARRIER is that of independent contractor and not that of employer/employee. BROKER has insufficient control of CARRIER, including but not limited to CARRIER'S discretion to route freight, assign equipment and drivers, and otherwise the means or methods of CARRIER'S service and nothing contained herein shall be construed to be inconsistent with this provision.
- b) CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.
- c) CARRIER and BROKER acknowledge and agree that certain procedures shall apply in the event of breach or dispute.
  - i. Failure of either Party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.
  - ii. This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the Parties expressly waive any or all rights and remedies they may have under such laws.
- d) In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, Venue for any such action shall be in Florida, Palm Beach County. Unless preempted or controlled by federal transportation law and regulations, the laws of the State of Florida shall be controlling.
- e) CARRIER shall not knowingly solicit freight shipments so long as this Agreement is in effect and for a period of SIX (6) months following termination of this Agreement for any reason, from any shipper, consignor, consignee, or other customer of BROKER, when such shipments of shipper customers were first tendered to CARRIER by BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of TWELVE (12) months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of FIFTEEN percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.
- f) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. In the event of violation of this Paragraph, the Parties agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.
- g) This Agreement may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs 3.b and 3.c).
- h) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. Notices sent as required hereunder, to the addresses shown in this Agreement,

shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

- i) The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day's prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
- j) In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.
- k) This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.
- l) The Parties to this Agreement are authorized to fax and email to each other at the numbers and addresses shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.
- m) This Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

**Sunteck Transport Co., Inc.**

**CARRIER**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Company Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

PM-25  
(REV. 1/95)

**SERVICE DATE**  
**March 02, 1998**

**FEDERAL HIGHWAY ADMINISTRATION**

**LICENSE**

**MC 329363 B**

**SUNTECK TRANSPORT CO., INC.**  
**BOCA RATON, FL. US**

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining  
Chief, Licensing and Insurance Division

## Sample Copy of Minimum Insurance Requirements

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>	Date (mm/dd/yyyy) <b>Effective Date</b>
PRODUCER: (727) 536-1997  <b>YOUR INSURANCE COMPANY</b>	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATION DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED:  <b>YOUR COMPANY</b>	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING AN 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	ADD INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<b>A</b>		<b>GENERAL LIABILITY</b>				EACH OCCURRENCE      \$ <b>2,000,000</b>
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)      \$ <b>100,000</b>
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> Occur				MED EXP (Any one person)      \$ <b>5,000</b>
						PERSONAL AND ADV INJURY      \$ <b>1,000,000</b>
						GENERAL AGGREGATE      \$ <b>2,000,000</b>
						PRODUCTS - COMPIOR AGG      \$ <b>2,000,000</b>
		GEN'R'L AGGREGATE LIMIT APPLIES PER				
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> Project <input type="checkbox"/> LOC				
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)      \$ <b>1,000,000</b>
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)      \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)      \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)      \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT      \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY      EA ACC      \$
						AGG      \$
		<b>EXCESS UMBRELLA LIABILITY</b>				\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION      \$				\$
<b>X</b>		<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC Statutory Limits      Other      \$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED If yes, described under SPECIAL PROVISIONS BELOW				E.L. EACH ACCIDENT      \$ <b>500,000</b>
						E.L. - EACH EMPLOYEE      \$
						E.L. - POLICY LIMIT      \$ <b>500,000</b>
		OTHER				
<b>C</b>		<b>Motor Truck Cargo</b>				<b>\$100,000 Minimum</b>
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSMENT / SPECIAL PROVISIONS						

### CERTIFICATE HOLDER

Registry Monitoring Insurance Service  
28001 Dorothy Drive, 2nd Floor  
Agoura Hills, California 91301-2609

### CANCELLATION

SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **10** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

B.M.C. 85

FILER FMCSA  
ACCOUNT NO. 12545

Approved by O.M.B.  
2126-0017  
Expires: 09-30-2005  
License No.  
MC- 329363

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

KNOWN ALL MEN BY THESE PRESENTS, That we SUNTECK TRANSPORT CO., INC.  
(Broker)

of 6413 Congress Avenue, Suite 260, Boca Raton, Florida  
33487

(Street) (City) (State) (Zip Code)  
As TRUSTOR (hereinafter called Trustor), and CALIFORNIA FACTORS & FINANCE,  
(Name of Trustee)

a financial institution created and existing under the laws 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 buy 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 issuance 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 supplying of transportation subject to ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor carrier 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 and 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 THEREFOR, the Trustor and Trustee, to accomplish the above, agree as follows:

1. 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.
2. 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.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as set forth, and shall have legal title to the security and the 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.
4. 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.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. 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.
7. 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).
8. 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 Trustor to replenish the trust fund as required herein.
9. This agreement may be cancelled 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 shall commence upon the actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, D.C. office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. 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 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 of the State of California to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 29<sup>th</sup> day of October, 2004, 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 effect the liability of the Trustee for the payment of such damages arising as the result of contracts, agreement, 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 19<sup>th</sup> day of August, 2005.

**TRUSTOR**

Name: SUNTECK TRANSPORT CO., INC.  
6413 Congress Ave., Suite 260  
Address: Boca Raton, FL 33487  
Telephone No. (561) 988-9456

By: Original Signature on File  
(Signature and Title)

Witness: Original Signature on File

**TRUSTEE**

CALIFORNIA  
Name: FACTORS & FINANCE  
1609 West Magnolia Blvd.  
Address: Burbank, CA  
91506  
Telephone No. (888) 231-  
4453

By: Original Signature on File  
(Signature and Title)

Witness: Original Signature on File

**NOTICE OF CANCELLATION**

THIS IS TO ADVISE THA THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ IS HEREBY CANCELLED 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