

**MPG Logistics**  
1675 N. Wayneport Road  
Macedon, NY 14502



### Carrier Information Packet

Phone: 315-986-1172 Fax: 888-666-2823 [www.mpglogistics.net](http://www.mpglogistics.net)

MPG Logistics strives to be a partner to our carriers, not just another broker.

We handle shipments of any size, from one piece to truck load, by land, sea or air. Our select carrier partners fill our client's needs with dry vans, refrigerated, flat-bed and containers not to mention heavy haul and over-dimensional freight.

MPG Logistics is committed to our partners, customers, vendors and employees. Our goal is to become trusted logistics partner by offering you the very best in shipment integrity from origin to destination at reasonable prices.

Thank You from MPG Logistics.

### Load Communication

Call MPG Logistics:

Load is picked up

Load is delivered

Problems or delays before or during transport of a load for MPG Logistics.

Phone: 315-986-1172

After hour phone: 585-703-2151

24 hour monitored email: [info@mpgedge.com](mailto:info@mpgedge.com)

Homeland Trucklines A/R (817) 652-8909  
 DB Schenker A/R (800) 225-5229  
 East West Hauling A/R (973) 497-7206  
 Delgado Trucking Nick (973) 621-7227  
 Demco Express A/R (817) 801-1300  
 NuLine Transportation A/R (800) 352-3063  
 Associated Transport A/R (973) 732-3999

Company	Contact	Phone	Account #
Conway Freight	A/R	650 378-5200	
Shippers Warehouse	Tony Longshore	770-961-4880	
Schneider National	A/R	920 592-2000	79CSM

### Credit References

Company E-mail Address: [info@mpgedge.com](mailto:info@mpgedge.com)

Web Address: [www.mpglogistics.net](http://www.mpglogistics.net)

Type of Ownership: S-Corp.

MC#: MC-500074

SCAC: MPGL

DUNS #: 18-295-0787

Fed ID #: 20-0687623

Date of Incorporation: 02/15/2004

Managing Member: James Klimasewski

Managing Member: Thomas Bell

Dba MPG Logistics

Millford Procurement Group, Inc.

### Company Information

Fax: (315) 986-1175

Ph: (315) 986-1172

Macedon, NY 14502

1675 N. Waynport Rd.

### Mailing Address

MPG Logistics  
 1675 N. Waynport Road  
 Macedon, NY 14502  
 Phone: 315-986-1172  
 Fax: 315-986-1175  
[www.mpglogistics.net](http://www.mpglogistics.net)



**Factoring Companies with which we have had payables**

Apex Capital  
American Freight Factors  
RTS Financial  
Trans Alliance Bank  
Riviera Finance  
National Bankers Trust  
Trans Central Financial  
Interstate Capital Corp.  
Sunbelt Finance  
Comdata Network  
Transportation Funding Group  
Assist Financial Services  
TransAm Financial  
Orange Commercial Credit

**Bank Reference**

M&T Bank  
Branch Manager: Joe Scibona  
2201 Penfield Rd.  
(585) 388-0187  
Fax: (585) 388-0666

**TRANSPORTATION BROKER AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 between MPG Logistics, MC Number 500074 hereinafter referred to as "Broker," and CARRIER, hereinafter referred to as "Carrier,"

**RECITALS:**

A. Broker is duly authorized to engage in the arrangement of transportation as a Broker, and desires to engage Carrier from time to time to transport certain commodities. For purposes of this Agreement, each engagement is referred to herein as a "Shipment."

B. Carrier is duly authorized to engage in shipments as a contract carrier of commodities, and desires to haul Shipments as requested by Broker.

C. The Parties desire to enter into the Agreement, which Agreement shall govern any contract between the parties with respect to a Shipment.

**AGREEMENT:**

1. Transportation of Commodities. Broker agrees to engage Carrier from time to time for the purpose of hauling commodities as a contract carrier. Carrier agrees to haul such commodities as requested by Broker. The terms of this Agreement shall control any shipment tendered to and accepted by Carrier. Broker agrees to offer the shipment and Carrier agrees to transport in its own equipment a series of Shipments on a continuing basis consisting of at least three (3) Shipments during the life of this agreement. As liquidated damages, Broker will pay to Carrier Twenty Five Dollars (\$25.00) for each shipment for which it fails to meet the required minimum.

2. Term. This Agreement shall become effective on the date hereof, and shall remain in effect for a period of one (1) year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate this Agreement at any time upon fifteen (15) days notice to the other.

3. Obligations of Carrier. Carrier agrees, with respect to each such Shipment:

- a. That Carrier now has, and shall at all times have, all necessary permits and licenses to transport the Shipment as required.
- b. That Carrier will Provide Liability insurance in a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and an amount of not less than One Hundred Thousand Dollars (\$100,000.00) for damage to freight in any single loss, or all insurance required by all applicable laws, rules, or regulations, whichever is greater. Carrier will, upon request, furnish Broker with certificates of all such insurance. All such insurance shall name Broker as an additional insured.
- c. That Carrier will furnish all equipment required for the performance of its services and will maintain all such equipment in good repair and condition.

d. That Carrier will employ and be solely responsible for all personnel employed with respect to any Shipment and will be solely responsible for each such employee's licensing and competence.

e. That Carrier will not cause or permit any Shipment to be transported by any other motor carrier or any other substitute mode of transportation.

f. That Carrier will be responsible to comply with all applicable state and federal

regulations, including those of the Interstate Commerce Commission ("ICC") and Department of Transportation ("DOT").

g. That Carrier shall be responsible for all Shipments while in transit and shall hold Broker

harmless from and indemnify Broker against any claims of liability resulting from loss or damage to any freight transported by Carrier or to any claim for injury or damages

resulting from the transportation of a Shipment, including all reasonable attorneys' fees and costs of defense. Carrier shall be liable for full loss resulting from loss, damage,

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 damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. The terms, 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 rates, rules, classification, practice,

schedule or tariff.

h. That Carrier shall not claim, and hereby waives any right to claim, and lien in any Shipment.

4. Rates, Charges, and Payment. Broker agrees to pay Carrier for transportation under this

Agreement in accordance with the Schedule of Rates and Charges attached hereto as Exhibit "A," or later amendments thereto. Broker agrees to pay Carrier within 30 days of receipt of

Carrier's freight bill with attached original Bill of Lading as proof of delivery. Even though Carrier may hold authority from the ICC to operate as a common carrier and Carrier's rates

and tariffs filed with the ICC shall not under any circumstances be applicable to any Shipment transported on behalf of Broker.

5. Representations.

a. Broker hereby represents that it is duly authorized to operate as a broker under ICC

License No. MC500074 and that Broker shall be duly licensed at any time it requests Carrier to transport a Shipment under the terms of this Agreement.

b. Carrier represents that it is duly authorized to engage as a contract carrier under ICC

Permit No. MC \_\_\_\_\_ and that it shall be duly licensed at the time of each Shipment.

c. Carrier shall not solicit traffic from any shipper, consignee or customer of Broker where (1) the availability of such traffic first became known to Carrier as a result

of the Broker's efforts, or (2) where the traffic of the shipper, consignee or customer of the Broker was first tendered to the Carrier by the Broker. If Carrier

breaches this agreement and "back-solicits" the brokers customers, and obtains traffic from such a customer, the Broker then is entitled, for a period of 15 months after the

MPG Logistics Broker Carrier Contract

involved traffic first begins to move, to a commission from the carrier of 10% of the transportation revenue received on the movement of the traffic.

6. Miscellaneous.

a. In the event of any conflict between this Agreement and any other document, the terms and conditions of this Agreement shall control.

b. In the event any clause or provision in this Agreement is declared to be unenforceable, the remainder of this Agreement shall remain in full force and effect as between the parties.

c. This Agreement shall be executed by the Broker in the State of Texas and shall be construed under the internal laws of the State of Texas.

d. This Agreement may be executed in counterparts, and a signed facsimile of this Agreement shall be considered an original for all purposes.

e. For all purposes of this Agreement, Carrier is an independent contractor, and has no authority to act for Broker as an agent for any purposes.

f. Carrier authorizes MPG Logistics to invoice Shipper, receiver, consignee or consignee for freight charges as agent for and on behalf of Carrier. Payment of the freight charges to MPG Logistics shall relieve Shipper, receiver, consignee or consignee of any liability to the Carrier for non-payment of charges.

This Agreement shall be governed by Title 49 of the United States Code and Title 49 of the Code of Federal Regulations.

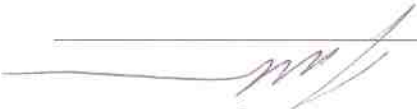
IN WITNESS WHEREOF

The parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Carrier :

Broker: MPG Logistics

By



James Klimasewski

Title: Vice President

\_\_\_\_\_ Title

By \_\_\_\_\_

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) MILLFORD PROCUREMENT GROUP, INC.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor [X] Corporation [ ] Partnership [ ] Limited liability company: Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) [ ] Other (see instructions) [ ] Exempt payee [ ]

Address (number, street, and apt. or suite no.) 360 PACKETS LANDING

City, state, and ZIP code FAIRPORT, NY 14450

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. 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 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

[Handwritten signature]

Date 01-22-2009

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. 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.

BPO

Angel Sebastian, Chief  
Information Systems Division



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.

LICENSE  
MC-500074-B  
MILLFORD PROCUREMENT GROUP, LLC  
D/B/A MPG  
PENFIELD, NY

SERVICE DATE  
November 18, 2004

400 7th Street SW  
Washington, DC 20590

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

