

Mike's Loading Service, Inc.
Required Carrier Documents

All of the following are required to be on file
with the Carrier Compliance department
PRIOR to loading any carrier:

1. W9
2. Signed "Broker/Carrier Agreement" with Mike's Loading Service, Inc.
3. Contact Phone Numbers (Business, After Hours, Driver's Mobile & Fax)
4. Contact Email Address
5. Motor Carrier Authority or TX DOT Registration
6. Certificate of Insurance with \$1,000,000 in auto liability and \$100,000 in cargo
with *Mike's Loading Service, Inc.* listed as "Additional Insured"
(including Refrigeration Breakdown if applicable); Ins company phone, fax and
email information.
7. "New Carrier Approval Form" (with at least three references)
8. Copy of Driver's License of Owner & ALL DRIVERS
9. Written Notification NOT to Issue Advances to Drivers (if applicable)
10. Carrier411.com Due Diligence Certificate
11. Payment Authorization (check, ACH (form), Wire (form))
12. Equipment Type (Tractors & #; Trailers & #)
13. If Broker, Co Broker Agreement is mandatory.

And, if leased, the following as well:

14. Lease Agreement with Lessee's Motor Carrier Authority
15. Check Authorization Letter signed by Lessee

BROKER / CARRIER AGREEMENT FOR MOTOR TRANSPORTATION

THIS AGREEMENT, (the "Agreement") made as of the _____ day of _____, 20____ by and between

(hereinafter referred to as "Carrier") and Mike's Loading Service, Inc., a Transportation Broker, located at 1802 South Expressway 281, Edinburg TX 78542, (hereinafter referred to as "MLS" and/or "Broker").

WITNESSETH

- 1) MLS is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods and hazardous materials) by motor vehicle (MC# 269020).
- 2) Carrier is a duly licensed contract motor carrier operating under Docket No. MC-_____ and DOT No. _____ as issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities. For In State Carriers Only: Carrier certifies that it operates under the authority granted by State of _____ under DOT Certificate Number_____.
- 3) Carrier agrees to accept lawful shipments of property offered it by MLS subject to the capacity of Carrier's authorization, equipment and facilities, and to transport such shipments to the destinations designated by Broker. In the event Carrier is unable to supply services within the time requested by Broker, it shall so advise MLS and arrange to provide service at a later date, or MLS may, if it desires, elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of the terms of this contract. In the event of failing to notify MLS in a reasonable and timely manner, MLS has the right to administer a fine for failing to pick up a confirmed load.
- 4) Carrier shall not cause or permit any shipment assigned by MLS to be brokered to or transported by any other motor carrier, or in substituted service by rail or by other modes of transportation, without prior written consent of MLS. Any violation shall be subject to nonpayment of freight charges.
- 5) Carrier agrees to maintain and keep in full force and effect at its own expense a minimum of \$100,000 cargo liability insurance with refrigeration breakdown coverage (for temperature sensitive loads) per vehicle which shall cover all goods moved by Carrier under the terms of this Agreement. Carrier will also maintain a minimum of \$1,000,000 per occurrence automobile liability insurance. Carrier shall furnish to MLS a Certificate of Insurance evidencing said insurance coverages and naming MIKE'S LOADING SERVICE, INC. as a certificate holder on said policies.
- 6) Carrier, at its own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder, and shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. Carrier, at its own cost and expense, shall maintain in the operation of its vehicles such licenses and permits as are required by local, state, or federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.
- 7) From the date of this Agreement forward, each shipment tendered to Carrier for transportation between points of origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and such shipments will be governed solely by the provisions of law applicable to contract motor carriage as set forth in this agreement.
- 8) Carrier agrees to immediately notify MLS of any accident or event which impairs the safety of or materially delays delivery of goods or shipments and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
- 9) Carrier will issue and sign a standard bill of lading or receipt acceptable to MLS and underlying shippers on acceptance of the goods, and Carrier assumes the liability of interstate common carrier from the time of receipt of said goods by the Carrier until proper delivery is made. 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 document. All such documents shall show the actual consignor and consignee, and MLS shall appear in the "Bill To" section and in the "Special Instruction" section as being shipped under its contract authority but NEVER as the carrier.

10) Carrier will bill MLS, and MLS will pay Carrier for freight charges payable to Carrier on freight shipments tendered to Carrier. Carrier's freight charges will be based on a Rate Confirmation amount negotiated between MLS and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate Confirmation will be considered an Addendum to this Agreement.

11) MLS will bill the shipper/consignee for each shipment moved by Carrier and payment thereof by shipper/consignee to MLS shall relieve the shipper/consignee of any liability to Carrier for nonpayment.

12) MLS agrees to offer for shipment and Carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during the term of this Agreement.

13) 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.

14) Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this Agreement. Full actual loss is the invoice price 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, classifications, practice, schedule or tariff.

Carrier agrees to indemnify and save harmless MLS from any and all claims of any nature whatsoever arising out of Carrier's operations and activities hereunder including, without limitation, claims, losses or liability for personal injury, property damage, cargo loss or damage, or any combination thereof resulting from the negligence or legal liability of Carrier, its employees or agents which may occur during the performance of services under this Agreement including court costs and attorney's fees incurred in defending or prosecuting such claims.

Carrier moving refrigerated commodities: Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for at least one year. Copies of these records must be provided upon request to the carrier's insurance company and MLS. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by MLS or the shipper for failure to do so.

15) Carrier agrees that it will not directly or indirectly contact, communicate with or deal with any account referred to it by MLS for a period of one (1) year following the date of the initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of MLS' accounts. In the event that Carrier breaches this provision, Carrier shall be liable to MLS for a commission in the amount of twenty (20%) percent of the gross revenue per load on any freight so transported by Carrier for any of MLS' accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable legal fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which this Agreement remains in force and for a period of one (1) year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to Carrier and its officers, directors, shareholders, employees, agents, drivers, owner operators, subsidiaries and affiliates.

16) Carrier must maintain a satisfactory safety rating with the FMCSA. If ever Carrier's safety rating becomes unsatisfactory, MLS has the right to terminate this Agreement at will.

17) This Agreement shall remain in effect until terminated subject to the right of either party hereby to cancel or terminate the Agreement at any time upon the notification of thirty (30) days written notice of one party to the other.

18) This Agreement shall be governed by the laws of the State of TEXAS except that any statute or period of limitation applicable to interstate transportation shall apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United States Federal Court sitting in TEXAS or in any judicial district courts or county courts at law for TEXAS in connection with any such suit, action or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of Carrier or MLS in respect to any such suit, action or proceeding will be heard or determined only in any such court in the county of HIDALGO, TEXAS.

19) If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.

20) Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.

21) MLS agrees to pay Carrier, in accordance with the Rate Confirmation pertaining to each movement of goods, within thirty (30) days of receipt of Carrier's Invoice referencing MLS Rate Confirmation number, the original bill of lading, and proof of delivery. MLS may withhold from compensation due Carrier, amounts sufficient to satisfy claims for loss, damage, injury, or delay arising out of transportation of shipments under this Agreement.

22) 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, employees, agents, attorney, accountants and auditors. MLS has the right, at its sole and absolute discretion, to disclose any such information to one or more of its vendors, customers or consignees. The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of two (2) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written. This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink signed original.

Legal Name of Carrier:

Circle One:

Sole Proprietor Partnership Corporation LLC/LLP

Doing Business as:

Signature: _____
Authorized Representative

Printed Name: _____

Title: _____

Address: _____

Phone: _____

Mobile Phone: _____

Emergency Phone: _____

Email Address: _____

Received and Acknowledged by
MIKE'S LOADING SERVICE INC

Authorized Mike's Loading Service
Carrier Compliance Representative

Date

**Please review, complete, sign, and return to
MLS Carrier Compliance via facsimile at
956.292.2758.**

**MIKE'S LOADING SERVICE, INC.
NEW CARRIER APPROVAL FORM**

CARRIER _____

BROKER _____

DATE _____

LIST THREE SHIPPERS OR BROKERS WITH WHOM THE CARRIER HAS DONE BUSINESS IN THE LAST YEAR:

1) COMPANY _____

CONTACT PERSON _____

PHONE _____

General Rating _____

Well Maintained Equipment? Y N

Good Communication? Y N

Start Date _____

Competent Drivers? Y N

Late Deliveries? Y N

of Loads _____

Any Shortages or Damages? Y N

Any Claims? Y N

2) COMPANY _____

CONTACT PERSON _____

PHONE _____

General Rating _____

Well Maintained Equipment? Y N

Good Communication? Y N

Start Date _____

Competent Drivers? Y N

Late Deliveries? Y N

of Loads _____

Any Shortages or Damages? Y N

Any Claims? Y N

3) COMPANY _____

CONTACT PERSON _____

PHONE _____

General Rating _____

Well Maintained Equipment? Y N

Good Communication? Y N

Start Date _____

Competent Drivers? Y N

Late Deliveries? Y N

of Loads _____

Any Shortages or Damages? Y N

Any Claims? Y N

Carrier Compliance

Management Approval

Mike's Loading Service

1802 S Expressway 281, Edinburg TX 78542
FAX TO 956-292-2755

CARRIER DIRECT DEPOSIT AUTHORIZATION

FUNDS WILL BE IN CARRIER'S ACCOUNT ON NEXT BUSINESS DAY
AFTER SETTLEMENT CHECK IS "ISSUED"

Full Legal Name:

MLS TK Number:

Email Address

Bank Account Type (Checking, Savings):

Bank Name/Branch:

ABA Number/Routing #:

Account Number:

Check the appropriate item:

Direct deposit.

The undersigned hereby requests and authorizes the entire amount of ALL of my checks henceforth to be deposited directly into the bank account named above.

I would like to cancel my deposit authorization.

The undersigned hereby cancels the authorization for direct deposit previously submitted.

Carrier Signature

Date

Received By (MLS Employee)

ATTACH COPY OF VOIDED CHECK OR DEPOSIT SLIP HERE (REQUIRED)

Mike's Loading Service

1802 S Expressway 281, Edinburg TX 78542
FAX TO 956-292-2758

CARRIER FUEL ADVANCE AUTHORIZATION

Full Legal Company Name: _____

Owner's Name(s) _____

Email Address: _____

MLS TK Number: _____

Complete and check the appropriate item(s):

I authorize Mike's Loading Service to issue advances directly to _____
NAME

NAME

NAME

NAME

_____ **Advances.**
The undersigned hereby requests and has the authority to authorize advance payments for drivers listed above.

_____ **I would like to cancel my Advance Authorization.**
The undersigned hereby cancels all authorization for advance payments.

Owner's Signature

Owner's Printed Name

Owner's Phone Number

Date

Received By (MLS Employee)

Owner signing form
must also submit
Driver's License
to verify signature.

Mike's Loading Service

1802 S Expressway 281, Edinburg TX 78542
FAX TO 956-292-2758

CARRIER COMCHECK SETTLEMENT AUTHORIZATION

Full Legal Company Name: _____

Owner's Name(s) _____

Email Address: _____

MLS TK Number: _____

Complete and check the appropriate item(s):

I authorize Mike's Loading Service to issue COMchecks directly to _____
NAME

NAME

NAME

NAME

_____ **COMchecks.**

The undersigned hereby requests and has the authority to authorize COMcheck payments to the above company.

_____ **I would like to cancel my COMcheck Authorization.**

The undersigned hereby cancels authorization for COMcheck payments.

Owner's Signature

Owner's Printed Name

Owner's Phone Number

Date

Received By (MLS Employee)

Owner signing form
must also submit
Driver's License
to verify signature.

Mike's Loading Service, Inc.
1802 S Expressway 281
Edinburg, Texas 78542
956-292-2700

CARRIER FINES

<u>OFFENSE</u>	<u>FIRST TIME</u>	<u>SECOND TIME</u>	<u>THIRD TIME</u>
Inactive MC	\$200	\$300	\$500
Expired Insurance	\$200	\$300	\$500
Failure to Sign Contract	-	-	\$100
Failure to Provide W9	\$75		
Failure to Submit Original BOL in 15 Days	\$50		
Failure to Pick Up Load	\$100+		

Mike's Loading Service, Inc.

Address: 1802 South Expressway 281, Edinburg TX 78542
Toll Free: 800-645-3562
Local: 956-292-2700
Facsimile: 956-292-2750 Dispatch Fax 956-292-2756 Accounting Fax
956-292-2755 Credit/Collections Fax
Website: www.mikesloadingservice.com
Contacts: David Rowland, Business Manager Mike Castillo, President
Email: davidr@mikesloadingservice.com
EIN#: 74-2683527 Date Incorporated: 10/93 MC#: 269020-B
Classification: Transportation Broker
Carrier Database: 12,700 Shipper Database: 9,300
Primary Lanes: Throughout Continental United States
Equipment: Primarily Refrigerated; Dry Vans and Flatbed Trailers;
48' & 53'; Air Ride Available

Affiliations: Dun & Bradstreet #83-599-0573
Blue Book Services #150295
Red Book #283547

Broker Surety Bond: \$10,000 Bond #70115360 Effective 6/29/06 Continuous
Western Surety Company / C.N.A. Surety 800.331.6053
Contingent Cargo Insurance: \$100,000 Policy B1093C091833 Effective 5/1/09-5/1/10
Global Solutions Insurance Services 310.379.9660 / 310.374.2431 Fax
Contingent Auto Insurance: \$1,000,000 Policy ILM0500185 Effective 1/30/09-1/30/10
Global Solutions Insurance Services 310.379.9660 / 310.374.2431 Fax
General Liability Insurance: \$2,000,000 Policy# CCP400775
James Capt & Associates Agency 800-887-4989/ 956-781-3380 Fax
Workers Compensation: Policy# A0707-64-40
Farmers Insurance (Rick Villarreal Agency) 956-383-7001 (Attention: Elsa)

Mike's Loading Service, Inc. Company Profile

Mike's Loading Service, Inc. was incorporated in 1993. Since its inception, MLS has earned the reputation of having dependable carriers, dedicated employees and satisfied customers while maintaining its welcoming attitude and personal service. The owners of the company are Mike Castillo, Ray Villarreal Jr. and David Rowland. Ray has been the Chief Executive Officer for the company since inception and successfully managed its financial affairs. His vision and analytical skills have attributed to its consistent and dynamic growth. Mike has more than 25 years of experience in transportation business and is the President of the corporation. His experience, skill and success as a broker allow him to lead our company's brokers by example. David Rowland has nine years in the transportation business with MLS and 12 years experience in the banking industry. David serves as the Business Manager of the corporation, overseeing the day to day operations, accounting and management of the business.

The company arranged more than 140,000 dry freight, flatbed and refrigerated loads from 2005-2008 throughout the continental United States. MLS has worked with over 9,000 contracted carriers in order to service their customer base of more than 10,000 shippers. Mike's has earned an excellent reputation over the last 16 years in its industry and this can be verified through the Blue Book, Red Book, and Dun & Bradstreet. As of December 2008 Mike's Loading Service, Inc. [83-599-0573] was rated by Dun & Bradstreet as 3A1 which indicates a very good credit appraisal and strong financial condition. The company has experienced double digit annual growth since its inception. This dramatic growth can be directly attributed to the dedication, hard work and honesty of the company's employees, the leadership of the owners and the gift of God's grace. Mike's Loading Service, Inc. has expanded over the years and now headquarters its operations in its 17,000 square foot facility in Edinburg TX. MLS also operates three satellite offices in Edinburg and San Antonio, Texas.

Credit Terms and Conditions for Shippers

Every shipper is required to fill out a credit application (see attached). Shippers shall complete the attached Broker/Shipper Contract. Transportation Brokers are to complete the attached Co-Brokerage Agreement.

It is the policy of Mike's Loading Service, Inc. to act as a Transportation Broker in all business for which we provide service. This website contains our company profile & history, authority, bond, insurance and affiliated companies. Our credit terms allow for payment within 30 days net of receipt of the original bills of lading and pertinent documentation. Interest of 1.5% per month or 18.0% annually may be charged to any balance not paid within terms. Collection fees, attorney's fees and court costs may also be charged in the event of non-payment by customer. Should payment not be received by Mike's Loading Service, Inc. within this time period, Texas Civil Remedies and Practice Code Chapter 38.01 allows for specific action to be taken in order to collect balances due. All issues, disputes, mediation or arbitration between Mike's Loading Service, Inc. and its customers shall be conducted in Hidalgo County, Texas.

Furthermore, it should be noted that Section 217(b) of the Interstate Commerce act (49 U.S.C.317(b)) states that payment of freight charges may not be postponed due to alleged loss or damage. Should a claim be at issue, these charges should be paid in full and a claim form be filed with the carrier to insure proper and timely notification.

Conditions for Carriers

All carriers' AUTHORITY, INSURANCE AND SAFETY RATINGS are verified daily through MLS' interactive database and RMS and Carrier411.com. Authority must be active and in good standing. Insurance must be in force and without interruption, as well as assigned to MLS. Safety Rating must not be Conditional nor Unsatisfactory. SEASTAT scores should be less than 75. Mike's Loading Service monitors existing carriers on its database on a daily basis to insure all authority, policies and safety ratings are in satisfactory status.

Drivers are responsible for their loads. Drivers are to check counts, weights and conditions of their products. Any damages or shortages are the driver's responsibility. Drivers are responsible for loss of cargo by freezing, overheating, or other damage in transit. Drivers agree to carry and deliver to their consignee at a specified destination according to shipper instructions or bill of lading instructions. Mike's Loading Service, Inc. acts only as a broker between shippers and truckers and accepts no responsibility for truckers, truck damage, or cargo damage - other than that covered by cargo and theft insurance.

Drivers must call in every morning before 10AM (Central Time) or be subject to be fine. Only original signed bills of lading will be accepted for payment of freight. Driver should have receiver sign for pallet count and box count. All questions and concerns should be directed to the dispatcher. All bills should be sent to the corporate office via either regular or overnight mail located at 1802 South Expressway 281, Edinburg TX 78542. Mike's Loading Service expedites payments to carriers, typically issuing checks within four to 24 hours from receipt of approved bills of lading and proper documentation. All transactions with Mike's Loading Service, Inc. and its subsidiaries shall be conducted in Hidalgo County, Texas.

It is imperative that Mike's Loading Service has signed contracts with each of its carriers as well as the following updated information for each carrier: legal name of company, address (physical and mailing), phone numbers (home, work, mobile, fax), W-9 Form signed by authorized party, Motor Carrier Authority, copy of driver's license, Proof of Insurance with Mike's Loading Service listed as additional insured (liability not less than \$1,000,000, cargo not less than \$100,000), reefer breakdown insurance for carriers that haul refrigerated cargo such as produce and frozen products with proof of monthly maintenance reports for each refrigeration unit. A schedule of equipment is required for carriers with multiple trucks and/or trailers. Mike's Loading Service shall be listed as additional insured, and proper documentation is essential if you are leased on to another carrier's authority. Mike's Loading Service works in conjunction with CARRIER411 (www.carrier411.com) to insure proper authority and safety rating is maintained for each carrier in which we do business, as well as verification and assigning adequate insurance coverage is in place. Carriers are expected to cooperate with these efforts to continue in an active status with our company.

Mike's Loading Service, Inc.

www.mikesloadingservice.com

Corporate Headquarters:

1802 South Expressway 281
Edinburg TX 78542

Watts (800) 645-3562
Phone (956) 292-2700
Accounting Fax (956) 292-2749
Credit & Collections Fax (956) 292-2755

References:

US Inter Mex Transportation
P.O. Box 4525
McAllen TX 78502
(800) 733-6606

Pride Trucking
1404 E. 2 Mile Line
Mission TX 78572
(800) 910-5363

Progreso Produce LTD
234 West Bandera Road #217
Boerne TX 78006
(830) 249-5700

J & D Produce
800.255.7942

DAT/Transcore
541.549.6467

Compunet Credit Services
800.872.3748

Bank References:

BBVA/Compass Bank
Jon Rebello, City President
629 East Elizabeth
Brownsville TX 78551
(956) 547-3818
Fax (956) 547-3006

First National Bank
Troy Gearhart, VP
212 N. 23rd Street
McAllen TX 78501
(956) 971-6653
Fax (956) 971-6699

Chase Bank
Dan Lawless, Regional President
200 South 10th Street
McAllen TX 78501
(956) 632-2460
Fax (956) 632-2346

Memberships & Affiliations:

Transportation Intermediaries Association (TIA)
Blue Book Services #150295
Rio Grande Valley Partnership
OOIDA
HUB Certified Business #1742689527600

Produce Marketing Association
Red Book Credit Services
Dun & Bradstreet 83-599-0573
National Minority Owned Small Business

Federal Motor Carrier Safety Administration Motor Carrier #269020-B

Key Contacts:

Mike Castillo, President * (800) 645-3562, Ext 701 * (956) 227-1627

David Rowland, Business Manager / Credit & Collections * (800) 645-3562, Ext 720 *cell (956) 227-3232

Elizabeth Gonzales, Comptroller (800) 645-3562, Ext 785

Araceli Mendiolola, Carrier Settlements Manager * (800) 645-3562, Ext 727

David "Red" Shadrock, Claims Manager * (800) 645-3562, Ext 722