

## THE URIEL COMPANIES

Please note all correspondence, concerning any division of the Uriel Companies listed below must be sent to the address in Richmond, VA. The management staff wishes to thank you for allowing us to work with your company.

### Main/Phone/Fax & Email

5436 Jefferson Davis Highway  
Richmond, VA. 23234  
804-743-7700  
804-743-7199 Fax  
[ray@urieltrucking.com](mailto:ray@urieltrucking.com)

Emergency information is available on  
voice recorder afterhours main number

### Terminal Location

16201 Morrow Road  
Poolesville, MD. 20837  
301-921-8818  
301-921-8819 Fax

### Trucking Services

Uriel Trucking, Inc.  
MC-671970  
DOT-1856464  
FID-26-4268210  
SCAC--UTKI

### Logistics & Agency Services

UTI Logistics, Inc.  
MC-687056  
FID-27-0569380  
SCAC-ULIR

### Equipment Maintenance Services

UT Fleet Repair Services, Inc.  
FID 27-1920566  
After Hours Phone  
804-743-9773

### Insurance Information

Agent-Bay Shore Insurance, Inc. --- Liability \$1,000,000  
P.O. Box 2534 ---- Cargo \$100,000  
Salisbury, MD. 21802 ---- Workers Comp. \$1,000,000  
Phone-410-546-1640

Certificates requests- email to

[julie@bayshore-ins.com](mailto:julie@bayshore-ins.com)

## **Carrier References**

**C&C Operations**  
3800 Centralia Rd.  
Chester, Va. 23831  
804-240-0416  
Chris Chaney

**Werner Transport**  
PO Box 45308  
Omaha, NE. 45308  
804-614-1600  
Chad Brant

**Dustin Trucking**  
2778 Bellevue Ave.  
Forest, VA 24551  
434-525-5814  
Jerry

**Logan's Run Hauling**  
7471 Ridgeview Road  
Mechanicsville, Va. 23111  
804-400-9446  
Matt Britt

**Jasmine Intl.**  
40 Route 23 North  
Riverdale, NJ 07457  
973-831-2552  
Marion

**Feggins Transport**  
4217 Green Cedar Lane  
Richmond, VA. 23237  
804-647-4252  
Rosevelt

**Performance Transportation**  
PO Box 1955  
Suwanee, Ga. 30024  
678-546-6878  
Billy Cleghorn

STANDARD CONTRACT FOR TRANSPORTATION OF PROPERTY

Between  
A MOTOR CARRIER BROKER  
AND  
A MOTOR CONTRACT CARRIER

THIS agreement made this \_\_\_\_\_, 20\_\_\_\_, by and between

\_\_\_\_\_ of \_\_\_\_\_ herein  
referred to as a "Carrier," as evidenced by MC number \_\_\_\_\_ and UTI Logistics, Inc., a Maryland Corporation with its principal office located at 16201 Morrow Road, Poolesville, MD 20837, herein referred to as a "Broker". Carrier and Broker Agree and Contract as Follows:

1. Broker agrees to offer for shipment and Carrier agrees to transport in its own equipment at least one shipment annually, subject to the availability of suitable equipment.
2. Each shipment tendered to Carrier pursuant to this agreement shall be to Carrier as a Motor Contract Carrier.
3. Carrier shall provide and maintain at its sole cost and expense, workers compensation, cargo and liability insurance for injury to or death of persons, damage to property, loss or theft of property, delay and such other standard provisions with a combined single limit of not less than \$750,000.00 per occurrence. Carrier agrees to provide Broker a certificate of insurance naming UTI Logistics, Inc. as the additional insured prior to transporting or assigning the load to the Carrier's truck driver. The carrier agrees it is responsible for all cargo hauled for Broker at its full value. Carrier also agrees that it will take responsibility for counting, securing for transit, and preventing damage of cargo. It is understood that Carrier will count, supervise the loading of the cargo and make the final decision if the cargo and the loading is correct and suitable for safe transport. Carrier shall require its insurance provider to supply Broker with a written 30 day notice prior to insurance cancellation.
4. Broker agrees to pay Carrier for Transportation of Freight moved under this agreement according to the rates mutually agreed to at the time of booking. In addition, the Broker shall make the verbally agreed rates to the Carrier in the form known as the "Load Confirmation." If the broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed, unless the Carrier indicates to the contrary to the Broker within thirty (30) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally or confirmed in writing, or as established by the billing and payment of the parties together with the underlying freight bills shall be deemed appendices to and considered part of the rate agreement. Carrier agrees to invoice broker in a timely manner and will enclose a copy of the signed load confirmation, Proof of Delivery, lumper receipts, if any, or any other documentation that may be required by broker.
5. Carrier's line haul rate shall be all inclusive of total charges on a specific transaction. Carrier's line haul rate is subject to full visible useable capacity and utilization of Carrier's equipment and not by rate per weight. Carrier agrees to comply with specific instructions from the Shipper or Consignee by way of the Broker or by direct communications with the Shipper at the time of loading or while en-route and shall provide when requested, protective service, multiple stops, direct dispatch, drop shipments, inside deliveries, spotting trailers and expedited shipments. Carrier, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Carrier shall not cause or permit any shipment tendered hereunder to be transported without the prior written consent of the Broker.
6. Carrier will be responsible to comply with all applicable D.O.T. regulation as well as all federal and state regulations pertaining to the operations of a motor carrier.
7. Carrier shall be solely responsible for the cargo shipped from the time the Shipper releases it to the Carrier until it is delivered and received by Consignee. Carrier shall be liable for any loss, damage, delay, claim or theft of the cargo. Broker reserves the right for the deductions or payment to offset any claim that may occur. Carrier also assumes the liability of a motor carrier as provided in the Title 49 of the United States Code and the US Code of Federal Regulations.
8. Both Carrier and Broker agree that this relationship should be considered confidential and that each party agrees to not release any information regarding the performance of any other issue to any 3<sup>rd</sup> party, CRA, service company, Government Agency (unless required by law) unless agreed to in writing by each party at the address listed below.
9. Carrier shall be responsible for agrees to hold Broker harmless from and indemnify Broker for any and all personal injury, property damage, loss, claim, injury obligation or liability arising from Carrier's actions, behavior or transportation pursuant to this agreement, and to hold Broker's clients harmless for all personal injury, property damage, loss, claim, injury, obligation, or liability arising from Carrier's actions, behavior or transportation pursuant to the agreement.

10. Carrier shall issue a Bill of Lading in its own name and will bill all charges for transportation services directly to the Broker and, together with the bill, shall provide Broker with a copy of the signed Bill of Lading and Delivery Receipt. Broker agrees that it will endeavor to pay all such freight bills within thirty (30) days of receipt provided there was good and timely delivery of the cargo and neither the Shipper, nor the Consignee, has notified the Broker of any claim arising from the transportation of the Shipper's goods. Carrier agrees that the aging of the invoices is from the date that the broker receives the invoice for payment.
11. Carrier agrees to support and protect Broker's efforts in performance of this agreement by refraining from and direct contact or solicitation of Broker's customers. During the term of this agreement and for a period of two (2) years after the termination of the agreement, Carrier, its officers and directors, shall not directly or indirectly, solicit or do business of a transportation nature with any of the Broker's customers who are serviced by the Carrier. If the Carrier breaches this provision, Carrier shall be liable to Broker for all of Broker's lost income, past, present and future.
12. The relationship of the Carrier to the Broker shall at all time, be that of an independent contractor, except that Broker shall be the agent for the Carrier for the collection of payment of charges to the Carrier. Carrier agrees that it will look only to Broker for payment if the billed party has paid Broker.
13. All provisions in the agreement are separate and divisible and in the event that any provision or clause is deemed unenforceable, the remainder of the agreement shall remain in full force and effect.
14. Carrier agrees that the Broker's compensation, hereunder for its services, are confidential and need not be disclosed by Carrier. Carrier further agrees that it will not reveal to anyone the terms of the agreement, the pricing of transportation services, or any other detail of the business conducted between Carrier and Broker.
15. This agreement represents the entire agreement between the parties and shall only be amended in writing signed by both parties. This contract shall supersede all prior agreements, written or oral, including the Bill of Lading; the parties agree that this agreement was entered in the City of Poolesville, the State of Maryland, which shall have jurisdiction and venue for any litigation arising from this agreement. Carrier agrees to pay all the Broker's costs of enforcing this agreement including, but not limited to, its attorney's fees.
16. This agreement shall be effective continuously and remain in effect until either party terminates it with no less than thirty (30) days written notice. Carrier may not assign this agreement to another party without the express written consent of the Broker.

The parties acknowledge and agree that it is standard in the industry to transmit this agreement between parties by facsimile (fax) or email for the completion of signatures, and agree that all shall have the same full force and effect as an original document.

The signor of the agreement represents that he or she has the authority to do so on behalf of the party that they represent.

CARRIER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

AUTHORIZED CARRIER SIGNATURE:  
\_\_\_\_\_

BROKER SIGNATURE:  
\_\_\_\_\_

BROKER:

UTI LOGISTICS, INC.  
16201 MORROW ROAD  
POOLESVILLE, MD 20837



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

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
October 14, 2009

**LICENSE**  
**MC-687056-B**  
**UTI LOGISTIC INC**  
**POOLESVILLE, MD**

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.

Kathy Weiner, Chief  
Information Systems Division

BPO

CARRIER NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

CITY/ST/ZIP: \_\_\_\_\_

REMIT TO/PO BOX: \_\_\_\_\_

CITY/ST/ZIP: \_\_\_\_\_

DISPATCHER NAMES: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TOLL FREE NUMBER: \_\_\_\_\_

REGULAR PHONE: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

MC NUMBER: \_\_\_\_\_ FED TAX ID: \_\_\_\_\_

DATE INSURANCE EXPIRES: \_\_\_\_\_

NUMBER OF TRACTORS: \_\_\_\_\_ NUMBER OF DRY VANS: \_\_\_\_\_

NUMBER OF FLATBEDS: \_\_\_\_\_ NUMBER OF REEFERS: \_\_\_\_\_

DOES YOUR COMPANY FACTOR?: Y / N

PREFERRED LANES: (Please tell us how we can help you re-load your trucks.)

FROM: \_\_\_\_\_ (STATE/CITY) TO: \_\_\_\_\_

FROM: \_\_\_\_\_ (STATE/CITY) TO: \_\_\_\_\_

FROM: \_\_\_\_\_ (STATE/CITY) TO: \_\_\_\_\_

FROM: \_\_\_\_\_ (STATE/CITY) TO: \_\_\_\_\_

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Form BMC-85

Approved by OMB  
2126-0017  
Expires: 05/31/2012  
License No.  
MC-687056

FILER FMCSA  
ACCOUNT NO. 24886

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

KNOWN ALL MEN BY THESE PRESENTS, that we UTI LOGISTIC INC.

(Broker)

of 16201 MORROW RD

(Street)

POOLESVILLE

(City)

MD

(State)

20837

(Zip code)

as TRUSTOR (hereinafter called Trustor), and 1<sup>st</sup> Security Financial Corporation

(Name of Trustee)

a financial institution created and existing under the laws of the State of Ohio

(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.

9. This agreement may be canceled at any time upon thirty, (30) days written notice by the Trustee or Trustor or 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 agree 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 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 Ohio, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 17th day of October, 2009, 12: 01 am, 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 17th day of October, 2009.

TRUSTOR

TRUSTEE

Name UTI LOGISTIC INC.

Name 1<sup>ST</sup> SECURITY FINANCIAL CORPORATION

Address 16201 MORROW RD  
POOLESVILLE MD 20837

Address 3929 Noe Bixby Road  
Columbus, OH 43232

Telephone No. 301-921-8818

Telephone No. 614-834-8141

By [Signature]  
NELSON HERNANDEZ, PRESIDENT

By [Signature]  
G. BRICE PARKS, PRESIDENT

Witness [Signature]

Witness [Signature]

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