

PM-25
(Rev. 1/95)

SERVICE DATE
December 29, 1997

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 328537 B

D.N.D. LOGISTICS INC.
SIOUX FALLS, SD, 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

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) DND LOGISTIC INC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 400 S Sycamore Ave Ste 104-3		Requester's name and address (optional)
City, state, and ZIP code Sioux Falls SD 57110		
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 the "Name" line 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.

Social security number																				
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8	0	1	2																	
0	4	-	0																	
4	7	-	1																	
2	0	4	0																	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 8-7-12
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

COPY

January 8, 2002

Agent Code: 40 28055

Wingert Insurance, Inc.
P. O. Box 84807
Sioux Falls, SD 57118-4807

Re: Bond #69267369 - DND Logistics, Inc.
\$10,000 - Property Broker
Company Code: 601 - Western Surety Company

We received the information you submitted. Thank you for thinking of CNA Surety.

The Federal Motor Carrier Safety Administration encourages and supports electronic filing of bonds and cancellation notices as part of their paper reduction efforts. Accordingly, we filed the bond electronically to comply with their wishes.

Because we filed the bond electronically with the obligee, this is the only bond evidence you will receive. Please retain a copy of this letter for your records.

If you have any questions, please contact our office.

Enclosures

Underwriting Services

CREDIT REFERENCES

CHATFIELD TRUCKING
CHATFIELD, MN
800-457-4512

T-BROTHERS TRUCKING
SIOUX FALLS, SD
605-333-0566

R&K EXPRESS
ROCHESTER, MN
800-657-4442

HOFFMAN TRUCKING
WEST SALEM, WI
608-786-4612

WAYNE KIMBER TRUCKING
WINONA, MN
800-657-4497

E AND E EXPRESS
ESTHERVILLE, IA
712-362-3132

BROKER-CARRIER TRANSPORTATION AGREEMENT

This BROKER-CARRIER TRANSPORTATION AGREEMENT ("Agreement" or "BCTA") is entered into the effective date below stated by and between D.N.D. LOGISTICS, INC., a South Dakota corporation, hereinafter referred to as "BROKER", and the transportation service provider identified below, hereinafter referred to as "CARRIER":

Whereas, BROKER, is duly licensed by the FEDERAL HIGHWAY ADMINISTRATION ("FHWA") as a broker of property transportation services, under license in MC-328537, and BROKER, as the agent of the shipper (or owner) of goods for the control of transportation to be arranged with CARRIER under the terms of this Agreement, and

Whereas, CARRIER is a motor contract carrier holding a permit from the former INTERSTATE COMMERCE COMMISSION ("ICC"), or a motor common or contract carrier holding a certificate or permit from the FEDERAL HIGHWAY ADMINISTRATION ("FHWA") or FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION ("FMCSA"), authorized in any event to transport *general commodities*, with usual exceptions, between points in the United States and CARRIER is qualified, competent and willing to provide transportation services to BROKER for the benefit of third-party shippers; NOW, THEREFORE, PREMISES CONSIDERED, THE PARTIES AGREE AS FOLLOWS:

1. *Obligations of Parties:* BROKER agrees to offer for shipment and CARRIER agrees to transport by suitable motor truck equipment such quantities of property shipments as BROKER'S shippers may require, subject to public demand or need. This Agreement is intended to cover and control the relationship of BROKER and CARRIER as to all shipments offered by BROKER and accepted for transportation by CARRIER. If a contract carrier, CARRIER agrees to provide equipment for, and perform the transportation service contemplated, and to either dedicate or assign such equipment to BROKER'S exclusive use, or to use such equipment for BROKER'S distinct service needs. CARRIER will not cause or permit any shipment offered and accepted hereunder to be transported by any other motor carrier not a party to this BCTA, or in substituted trailer-flatcar service by rail or by other third-parties. Upon tender of shipments under this Agreement, CARRIER agrees to load and transport such shipments with reasonable dispatch and in accord with all written and in-transit instructions.

2. *Rates, Commissions, Billing & Payment:* CARRIER will invoice BROKER on the basis of a "Net Rate." The Net Rate is the sum as agreed upon between CARRIER and BROKER as to each shipment (or series of shipments, if applicable) under this Agreement, to be evidenced by a "Rate Confirmation" contemporaneously prepared by BROKER. The Net Rate will be CARRIER'S full, complete and only compensation to be derived from transportation performed under this Agreement. BROKER shall have the right to determine the gross charges to be applied to the Shipper or other freight payor. BROKER retains the balance between gross charges and Net Rate, if any, as commissions. CARRIER agrees to look only to BROKER, and not to Shipper or any other third person, for payment of the Net Rate. The Net Rate shall be CARRIER'S full, complete and agreed compensation, consistent with BROKER'S records, paid by BROKER within thirty (30) days after receipt of proof of delivery and CARRIER'S invoice. BROKER may withhold any Net Rate or other payment in the event the Shipper, consignee or Owner of any shipment withholds payment to BROKER due to any claim (or apparent claim) asserted for cargo loss, damage or other reason. BROKER has the exclusive right to invoice Shipper or other payor for gross charges (gross charges being a sum equal to CARRIER'S Net Rate plus BROKER'S commissions).

3. *Independent Contractor:* The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor (except that BROKER is the agent of CARRIER for purposes of collecting freight charges, when Shipper pays BROKER, regardless of whether Shipper's identity is disclosed to or known by CARRIER). CARRIER'S employees or leased operators shall not be deemed the employees or agents of BROKER for any purpose. CARRIER shall have sole responsibility to determine and direct the manner, method and course of performing transportation service whether as a common or contract carrier, by motor vehicle.

4. *Documents, Cargo Liability:* CARRIER will issue each bill of lading and other shipping documents in its name, as carrier. This Agreement shall control over any inconsistent terms or provisions of any bill of lading, tariff, or shipping document issued by any party to this Agreement. As between CARRIER and BROKER, CARRIER hereby

assumes all liability for loss or damage to shipments, or claims of Shipper or Receiver, and while in CARRIER'S custody or control, CARRIER shall be an insurer as to the shipment for the intended benefit of Shipper or Owner of the goods in shipment. CARRIER warrants that it has the requisite equipment, expertise, and ability to transport each shipment accepted for transportation under this Agreement. CARRIER agrees to timely process all claims under the claim processing rules applicable to motor common carriers, as established by FMCSA.

5. *Indemnification and Insurance:* CARRIER covenants and agrees to indemnify and hold harmless BROKER from and against any and all loss, damage, injury or claims asserted by any and all persons, including but not limited to, Owner of the shipment, and employees of CARRIER, which may arise in connection with CARRIER'S performance under this Agreement. At its sole expense, and to insure the cargo against loss or damage from the risks which CARRIER has assumed under this Agreement, CARRIER shall procure and maintain at all times legal liability cargo insurance on all shipments equal to full value thereof, and in an amount acceptable to BROKER; CARRIER shall further maintain at all times, in amounts as required by FMCSA, property damage and public liability insurance on all vehicles and its operations in connection with performance under this Agreement. CARRIER shall furnish written evidence of all insurance coverage required by this BCTA, and CARRIER shall name BROKER as an additional insured on all relevant insurance policies.

6. *Term, Termination:* This Agreement will be in effect continuously from its date until canceled by either party upon not less than thirty (30) days prior written notice to the other.

7. *Non-Interference, Interpretation, & Jurisdiction:* CARRIER agrees not to interfere with BROKER'S contractual rights and relationship with Shipper or Owner of goods, and will not directly solicit or contract with same for transportation services during the term of this Agreement, plus one year. (CARRIER is not prohibited from soliciting or contracting with accounts not introduced by BROKER, or which pre-exist this Agreement.) In the event of any violation of this covenant, then as liquidated damages and not as a penalty, BROKER will be entitled to a commission from CARRIER of 10% on all such directly-contracted freight, whether as a contract or common carrier. BROKER may use reasonable means to ascertain compliance with this Article, upon reasonable notice and request. This Agreement shall be interpreted in accordance with the laws of the State of South Dakota and the INTERSTATE COMMERCE COMMISSION TERMINATION ACT, as amended, or regulations of the FMCSA or other agency having jurisdiction over the parties. If any part of this Agreement is determined to be invalid or unenforceable by a Court having requisite jurisdiction of the parties (including any persons having a beneficial interest in the full and proper performance this Agreement), such determination shall not affect the validity and enforceability of the balance of this Agreement. BROKER and CARRIER agree the South Dakota Circuit Court, Second Judicial Circuit, Minnehaha County, South Dakota shall be the proper venue of any dispute, and such court shall have personal jurisdiction of each party.

8. *Execution:* The parties through their duly authorized representatives have entered into this Agreement, intending to be bound from the dates below.

BROKER:

D.N.D. LOGISTICS, INC.

By _____

Title _____

Date: _____

MC-328537

ADDRESS: P. O. Box 502

Sioux Falls, SD 57101

DNDL BCTA 101

CARRIER:

By _____

Title _____

Date: _____

MC- _____

Full Address: _____

K- _____

3. The Surety shall have the right to draw on the Letter of Credit and shall have a lien on all collateral provided herein for all premiums due on said bond or any other bond or undertaking executed at the request of or on behalf of the Indemnitor.

4. The Surety may, at its option, collect and retain as additional collateral hereunder, any interest accruing on any collateral provided hereunder, but the Surety shall not be required to collect any interest so accruing and shall not be liable for failure to do so.

5. If the Indemnitor's obligations to the Surety are secured by a letter of credit and the Letter of Credit Bank shall at any time fail or refuse to honor any requested draw by the Surety under the Letter of Credit, the Indemnitor shall upon demand by the Surety, remit to the Surety an amount in cash equal to the undrawn portion of the Letter of Credit. If the Indemnitor fails to remit such funds to the Surety within five days after the Surety's demand, the Surety shall be entitled to pursue all remedies at law or equity against the Indemnitor.

6. If the Indemnitor has provided collateral other than a letter of credit, the Surety shall not be liable for any interest on such collateral, nor for any loss or depreciation of the collateral or the proceeds thereof, or damage thereon, unless caused by the gross negligence of the Surety's officers. In the event any or all of said collateral security may become due and payable while held by the Surety, the Surety may collect the proceeds thereof or not, as it deems advisable, without any liability upon its part. The Surety assumes no responsibility for the earning of any income on any collateral, including without limitation proceeds from any draw(s) under a letter of credit. If the collateral consists, in whole or in part, of any certificates of deposit, or any other instrument or instruments evidencing the deposit of money with any bank, person, firm or corporation, it is understood that the Indemnitor has selected the depository and assumes full responsibility for the safety of the deposited funds.

In the event of the depreciation of said collateral or any part thereof, or of any collateral which may be hereafter deposited with the Surety for its protection, additional or satisfactory collateral shall be given to the Surety, if requested, so that the total market value of said collateral shall, at all times, be at least equal to the present market value of the collateral described herein.

If the Indemnitor fails, within five days after the request of the Surety, to deposit such additional collateral, the Surety shall have full right, power and authority, without further demand or notice, to sell, assign and deliver the whole, or any part of such collateral or any such substituted collateral or additional collateral, at public or private sale, at its option, and without advertisement or notice to the Indemnitor and with the right to be purchaser, itself, at such sale or sales, freed and discharged from any equity of redemption. The proceeds of such sale or sales shall stand in the place and stead of the collateral so sold and be subject to all rights of the Surety with reference thereto. The Surety may exercise the remedy here specified at its own option; such remedy, if exercised, shall not be exclusive, and the Surety shall retain all its other rights and remedies against the Indemnitor and any other person, firm or corporation.

7. Should any claims be made against the Surety on the bond or bonds herein referred to, the Surety may at its discretion make payment thereof out of the proceeds of the Letter of Credit or other collateral provided hereunder, without notice to the Indemnitor.

8. In case of the termination of liability of the Surety, as set forth in section 1, the Surety shall: (i) if the Indemnitor has provided a letter of credit as security, unless the Surety has been otherwise instructed, surrender the Letter of Credit to the Letter of Credit Bank for cancellation, or (ii) if the Indemnitor has provided collateral other than a letter of credit, the collateral shall then be returned to the Indemnitor upon the surrender of this instrument properly endorsed by the Indemnitor to show the receipt of the collateral.

9. The Indemnitor agrees to pay the Surety a One Hundred Dollar (\$100.00) handling fee for each and every renewal, repurchase or other handling of the Letter of Credit or other collateral at the Indemnitor's request, subsequent to initial handling, excepting final cancellation or redemption, as applicable, by the Indemnitor or handling initiated by the Surety.

10. The Indemnitor agrees to fully indemnify the Surety for all loss, cost, charges and expense of any nature which the Surety may sustain or incur in collecting, processing, or handling the Letter of Credit or other collateral hereunder. Any such expenditures may be made by the Surety in its own discretion and without the consent of the Indemnitor.

11. The Surety expects the principal on the bond referred to above and the Indemnitor to resolve all obligations under bonds executed by the Surety on behalf of the principal and/or the Indemnitor or at his request without utilization of the Letter of Credit or other collateral provided hereunder. Should the Surety make payment in fulfillment of its obligations under bonds issued, the Surety shall be paid interest on the amount of any such payment(s) at the highest legal rate from the date such payment(s) are made until the Surety is fully reimbursed for such payment(s). The Surety is entitled to reimbursement for attorneys' fees, costs and any other expenses incurred: (1) in the defense of any claim, lawsuit, action, or other proceeding related to bonds executed by the Surety on behalf of the principal or Indemnitor or at the Indemnitor's

request, and (2) in any controversy with the principal and/or the Indemnitor in connection with the collection of funds under the Letter of Credit or the utilization of collateral provided hereunder. If the security hereunder is collateral other than a letter of credit, the Indemnitor represents himself to be the sole owner of the collateral security and agrees to save the Surety harmless from any loss, costs, expenses or attorneys' fees arising from claims to any part thereof by persons claiming adversely to the Indemnitor.

12. This agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. The parties consent to jurisdiction of the South Dakota courts and agree that any dispute under this agreement or arising out of the terms and conditions hereof shall be instituted and litigated in the courts of the Second Judicial Circuit, Minnehaha County, South Dakota, and in no other. In accordance therewith, the parties submit to the jurisdiction of the courts of South Dakota.

Dated this _____ day of _____,

Indemnitor

Indemnitor

WESTERN SURETY COMPANY

By

Brian L. Sittig
Its Underwriting Manager

RECEIVED this day from WESTERN SURETY COMPANY, the collateral described below:

Indemnitor