

## Our Covenant

ALS succeeds because we're committed to building strong customer relationships right from the start. Our passion is demonstrated by a job well done. We provide exemplary service delivered by employees who genuinely care. Every move we make matters—how we work, how we think, how we communicate. We're sincerely "Beyond Driven."

**U.S. Dispatch** Email us at: [dispatch@automatedlogistics.com](mailto:dispatch@automatedlogistics.com)

**Mexico Dispatch** Email us at: [laredo@automatedlogistics.com](mailto:laredo@automatedlogistics.com)

Staff	Ext.	Cell Phone	Fax #	Location	Title
Adrian Avina	145	989-488-9374	517-905-3092	Jackson	Specialized Carrier Sales
Arthur Ibarra	175	956-754-0103	517-905-3082	Laredo	Laredo LTL and Warehouse
Brandy Nelson	138	517-917-3284	517-905-3075	Jackson	ALS Tracking Specialist
Brice Hathaway	108	517-240-2191	517-905-3100	Jackson	Truckload Carrier Sales
Chase Howard	112	517-358-6246	517-905-3070	Jackson	3 <sup>rd</sup> Shift After Hours Specialist
Chris Saylor	139	734-717-1579	517-905-3106	Jackson	Warehouse Foreman
Cody Howard	119	517-206-2325	517-905-3088	Jackson	Truckload Manager
Drew Willcut	164	517-416-1082	517-905-3083	Jackson	1 <sup>st</sup> /2 <sup>nd</sup> Shift After Hours Specialist
Fred Botello	156	956-251-3110	956-242-0269	Laredo	Laredo Director of Operations
Jared Dubay	104	616-322-2242	517-905-3087	Grand Rapids	Truckload Carrier Sales
Jesus "Jerry" Esquivel	176	616-337-0604	Laredo Guard Shack	Laredo	Laredo Gate Guard
Joe Parker	101/147	616-485-0429	517-905-3090	Jackson	President
Joe Stahl	133	734-972-0776	517-905-7051	Jackson	Carrier Sales Representative
John Spranger	112		517-905-3094	Jackson	After Hours Specialist
Jose Gonzalez	172	956-898-2351	517-905-3070	Laredo	Laredo Carrier Sales
Juan Pantoja	174	517-206-2716	Laredo Warehouse	Laredo	Warehouse
Justin Himebaugh	900	517-749-4033		Jackson	Controller
Keith Schmidt	123	517-936-3603	517-905-3096	Jackson	LTL Team Lead
Kendra DeVries	142	616-648-6916	517-905-3079	Grand Rapids	Director of Carrier Sales
Marci Pochyla	100	517-554-1410	517-905-3072	Jackson	Accounts Payable
Matt Eckler	105	734-323-7186	517-905-3093	Jackson	Vice President of Operations
Miguel Ojeda	153	956-949-0542	517-782-0318	Laredo	Laredo Warehouse/General Manager
Nicole Banister	107	517-240-8948	517-905-3094	Jackson	Tracking/After Hours Specialist
Osvaldo Saldana	151	517-937-5884	517-905-3076	Laredo	Laredo Carrier Sales
Paul McDonald	162	517-435-9977	517-782-0125	Jackson	Vice President of Business Development
Sarah Nortley	165	517-262-1501	517-905-3091	Jackson	Carrier Sales Representative
Steven O'Keefe	132	734-646-6887	517-905-3062	Grand Rapids	Specialized/Flatbed Team Lead

**MC#/Fed ID/Established:** MC# 222625 Fed ID# 38-3509533 Established 1992

**SCAC/DUNS #:** SCAC AULS DUNS# 79-300-4052

**Payment Policy:** Payment within 30 days of receipt of bill of lading and proof of delivery with ALS Pro #

**Email Invoices:** [AccountsPayable@AutomatedLogistics.com](mailto:AccountsPayable@AutomatedLogistics.com)

**Fax Invoices:** 517-782-6247

**Mail Invoices:** 3517 Scheele Drive, Jackson, MI 49202

**Bank:** Fifth Third Bank — Jackson Phone 517-782-5340

**Surety Bond:** \$100,000 TIA Bond

**References:**

- R. Kern & Sons Trucking Inc.  
Vassar, MI 48768  
Carol Kern  
989-823-8953

- Indiana Freight  
Hillsdale, MI 49242  
Bud Pothoos  
517-439-1111

- Transportation Intermediaries Assoc.  
Alexandria, VA 22314  
Kelly Scott  
703-299-5700



3517 Scheele Drive  
Jackson, MI 49202  
(P) 517-782-7500  
(F) 517-782-0388



5902 Riverside Drive  
Laredo, TX 78041  
(P) 956-790-9200  
(F) 956-790-9204



# BROKER- CARRIER AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between Automated Logistics Systems, LLC, a Michigan Corporation, 3517 Scheele, Jackson, Michigan, 49202, hereinafter referred to as "BROKER" and \_\_\_\_\_ hereinafter referred to as "CARRIER".

WHEREAS, CARRIER is a motor carrier in interstate or foreign commerce holding operating authority issued by the U.S. Department of Transportation in MC-\_\_\_\_\_ and sub-numbers thereto authorizing the movement of freight and CARRIER desires to solicit and arrange for the movement of freight pursuant to that authority and;

WHEREAS, BROKER is a licensed property BROKER holding authority issued by the US Department of Transportation in License MC-222625, and BROKER desires to solicit and arrange for the movement of freight pursuant to that authority and;

In consideration of the mutual covenants and conditions contained herein, the parties mutually agree as follows.

1. CARRIER represents and warrants to BROKER that it is an authorized motor contract CARRIER holding operating authority from the Department of Transportation to transport general commodities and that the execution of this Agreement is not in violation of CARRIER'S operating authority. CARRIER further agrees to provide written notice to BROKER of any change in the safety rating of CARRIER or and FMCSA Notice of Changes or Notice of Claim related to any changes in CARRIER'S safety rating.
2. BROKER represents and warrants to CARRIER that it is an authorized BROKER of general commodities holding a license from the Department of Transportation and that the execution of this Agreement is not in violation of BROKER'S License.
3. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor. None of the terms of this Agreement, or any act or omission of either Party shall be construed for any purpose to express or imply a joint venture, partnership, principal/agent, fiduciary, employer/employee relationship between the Parties. CARRIER shall maintain the exclusive control over the manner and means of performing the transportation services, exclusive control over the operations of its employees, contractors, subcontractors, agents, as well as exclusive control over all vehicles and equipment used to perform its transportation services contemplated in this agreement. BROKER has no right to discipline or direct the performance of any driver and/or employees, contractors, subcontractors, or agents of CARRIER. CARRIER represents and agrees that at no time and for no purpose shall it represent to any party that it is anything other than an independent contractor in its relationship to BROKER.
4. Additionally, all rates, fees or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, tariff rates, released rates or values, or tariff rules or circulars, or any other service contemplated pursuant to this agreement shall only be valid when their terms are specifically agreed to in a writing signed by both the BROKER and the CARRIER. Any rates, charges or fees which may occur during the transportation service, which were not part of the original written agreement of the BROKER and CARRIER, must also be mutually agreed and confirmed in a subsequent addendum or agreement. All written confirmations of rates, including confirmations by billing and payment,

# BROKER- CARRIER AGREEMENT

shall be incorporated herein by this reference. CARRIER agrees that BROKER may offset against any payments owed to CARRIER the amounts CARRIER owes BROKER.

5. CARRIER agrees to transport such goods and commodities as authorized for transportation within the scope of its authority, that are tendered to CARRIER, in accordance with the responsibilities of a motor carrier by applicable Federal and/or State Law. The CARRIER shall furnish its own motor vehicles and maintain those vehicles in good repair capable of performing all the acts of transportation required by this the BROKER. The CARRIER shall assume all costs of operation and said vehicles shall abide by and comply with all laws, rules, regulations, statutes, and ordinances, relating to the motor transportation industry. CARRIER shall operate as an independent Contractor and shall be responsible for the retention or employment of all drivers and payment of all compensation and benefits due under applicable Federal and State Law. CARRIER agrees to immediately notify BROKER of any delay or inability to perform any transportation service contemplated herein.

6. CARRIER expressly agrees to indemnify, defend and hold BROKER harmless from and against any and all liability for any failure or default of any kind due to the actions of CARRIER, its drivers, employees, agents and/or contractors and from and against any action, loss, damage, cost, expense, claims(including but not limited to, freight damage or loss claims and attorney fees) that may be suffered or incurred by BROKERS as a result of the performance, failure to perform or negligent performance by CARRIER, its drivers, employees, agents and/or contractors of the services or duties to be performed under this agreement. CARRIER and BROKER agree legal operation of the CARRIER and its drivers shall completely and without question govern and supersede any service requests, demands, preferences, instructions, and information from BROKER or BROKER's customer with respect to any shipment at any time.

7. CARRIER agrees, at all times during the term of this Agreement, to carry and keep in force public liability, property damage and under such terms as will meet the CARRIER'S obligations and requirements of all laws and applicable governmental bodies and agencies. In addition, this insurance will provide coverage for the claims of damage to goods in transit asserted by the cargo owner. Proof of insurance naming Automated Logistics Systems as a Certificate Holder shall be provided by CARRIER to BROKER on an annual basis.

Insurance limits must meet the minimum of:

General Liability	\$ 1,000,000 per occurrence
Auto Liability	\$ 1,000,000 combined single limit
Motor Truck Cargo	\$ 100,000 per trailer or combined tandem trailer
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 or limit CARRIER'S liability due to any exclusion or deductible in any insurance policy.

8. CARRIER further agrees that while this Agreement is in effect and for a period of one (1) year after termination of this Agreement not to directly solicit freight from consignors or consignees whose traffic was tendered to CARRIER pursuant to the efforts of BROKER under this Agreement. The parties agree that CARRIER's violation (including its officers, directors, employees and agents) of this covenant will cause

# BROKER- CARRIER AGREEMENT

irreparable harm to the business of BROKER. Violation of this covenant by CARRIER shall entitle BROKER (a) to a injunctive relief in a Court of competent jurisdiction where BROKER maintains an office, and (b) BROKER's attorney fees plus damages in an amount equal to twenty-five (25%) per cent of the transportation charges invoiced by CARRIER to each consignor or consignee solicited in violation of this covenant while this Agreement is in effect and after its termination during the one (1) year period commencing from the date of first solicitation for each consignor or consignee solicited in violation of this covenant, however the prohibited solicitation time period after termination of the Agreement shall in no case be less than one (1) year following the date of termination of the Agreement.

9. 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. Such notice shall be in writing by certified mail, return receipt requested, postage fully pre-paid, and addressed to the other party at the address of said party as first above written, or at such other address as designated in writing by the other party.

10. CARRIER agrees that the payment of the transportation charges, including detention and accessorial charges are the sole responsibility of the BROKER. CARRIER shall relieve shipper, receiver, consignor or consignee of liability to CARRIER for any non-payment of charges. CARRIER'S sole recourse for the collection of transportation charges, including detention and accessorial charges shall lie only against BROKER. CARRIER shall not withhold delivery of any shipment due to a dispute with BROKER and CARRIER waives any right to assert a lien and that the BROKER maintains the exclusive right to bill or invoice any freight charge incurred under this agreement.

11. CARRIER shall sign a bill of lading in compliance with 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 fully responsible/liable for the freight when it takes/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/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 and credit terms, released rates or released value) inconsistent with the terms of this Agreement shall be ineffective. 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.

12. The CARRIER shall obtain from the consignee a complete, signed delivery receipt for each shipment and shall notify BROKER immediately of any exceptions taken at delivery. CARRIER shall send BROKER original signed delivery receipts and bills of lading within 14 days of the date of delivery. BROKER at its option, may accept electronic or facsimile copies of signed delivery receipts and bills of lading on the condition that CARRIER warrants and represents that electronic or facsimile copy is a true and accurate representation of the document at the time the cargo was delivered to the consignee.

13. CARRIER shall be wholly responsible for all transportation services contemplated by this agreement and will perform those services using CARRIER'S own drivers and equipment. Any carrier or driver performing a service under this agreement with operating authority separate from the CARRIER must be approved by BROKER in writing prior to the transportation services described herein.

# BROKER- CARRIER AGREEMENT

14. This agreement shall be construed and enforced in accordance with the laws of the State of Michigan. Any claim or action brought to enforce the terms of this Agreement shall be instituted and prosecuted in the State of Michigan.

15. This Agreement shall not be assigned by either party without first obtaining the written consent of the other party. All modifications of whatever nature to this Agreement shall be in writing and signed by both parties. Any modification to any Schedule, inclusive of changes in any rate or rule, shall be subject to this agreement.

16. In the event that any portion of this Agreement violates any federal or state law, the parties agree that such portion shall be severable and the remaining provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal the day and date first above written.

**AUTOMATED LOGISTICS SYSTEMS, LLC (broker)**

**CARRIER** \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Joseph P Parker - President

PRINT \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_

# FMCSA Motor Carrier

USDOT Number: **2214630**  
Docket Number: **MC222625**  
Legal Name: **AUTOMATED LOGISTICS SYSTEMS, LLC**  
DBA (Doing-Business-As) Name **ALS**



## Addresses

Business Address: **3517 SCHEELE DRIVE  
JACKSON, MI 49202**  
Business Phone: **(517) 782-0258** Business Fax: **Fax: (517) 782-0388**  
Mail Address:  
Mail Phone: Mail Fax: Undeliverable Mail: **NO**

## Authorities:

Common Authority:	<b>NONE</b>	Application Pending:	<b>NO</b>	
Contract Authority:	<b>NONE</b>	Application Pending:	<b>NO</b>	
Broker Authority:	<b>ACTIVE</b>	Application Pending:	<b>NO</b>	
Property:	<b>YES</b>	Passenger:	<b>NO</b>	Household Goods: <b>NO</b>
Private:	<b>NO</b>	Enterprise:	<b>NO</b>	

## Insurance Requirements:

BIPD Exempt:	<b>NO</b>	BIPD Waiver:	<b>NO</b>	BIPD Required:	<b>\$0</b>	BIPD on File:	<b>\$0</b>
Cargo Exempt:	<b>NO</b>			Cargo Required:	<b>NO</b>	Cargo on File:	<b>NO</b>
BOC-3:	<b>YES</b>			Bond Required:	<b>YES</b>	Bond on File:	<b>YES</b>

Blanket Company: **PROCESS AGENT SERVICE COMPANY, INC.**

Comments: **11 11 10: ADDRESS CHANGE ASSIGNED TO L LEVINE. 7/23/03/-OMC-184042-NAMECHANGED ASSIGNED TO BEA**

## Active/Pending Insurance:

Form: <b>84</b>	Type: <b>SURETY</b>	Posted Date: <b>10/02/2013</b>
Policy/Surety Number: <b>13655</b>	Coverage From: <b>\$0</b>	To: <b>\$75,000*</b>
Effective Date: <b>10/01/2013</b>	Cancellation Date:	

Insurance Carrier: **SOUTHWEST MARINE AND GENERAL INSURANCE COMPAN**  
Attn: **GABRIELA TORO / AVALON RISK MANAGEMENT**  
Address: **150 NORTHWEST POINT BLVD., 2ND FLR  
ELK GROVE VILLAGE, IL 60007 US**  
Telephone: **(847) 235 - 6283** Fax: **(847) 890 - 6413**

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.







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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
July 31, 2003

**DECISION**

MC-222625

**AUTOMATED LOGISTIC SYSTEMS, INC.**  
**GRAND RAPIDS, MI**

**REENTITLED**

**AUTOMATED LOGISTICS SYSTEMS, LLC**  
**D/B/A ALS**

On July 23, 2003, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

***It is ordered:***

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as **AUTOMATED LOGISTICS SYSTEMS, LLC, D/B/A ALS**.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at:  
<http://fmcsa-li.volpe.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

***Decided:*** July 28, 2003

By the Federal Motor Carrier Safety Administration.

Terry Shelton, Director  
Office of Data Analysis & Information System

NCA



## Automated Clearing House Form

Email: [AccountsPayable@AutomatedLogistics.com](mailto:AccountsPayable@AutomatedLogistics.com) • Fax: 517-905-3072

ACH is a free service to get your money to you faster and more efficiently by using direct deposit.

### Benefits:

- Money deposited directly into your account
- No waiting for postal services
- Quick receipt of your money
- No need to make an extra trip to the bank to deposit a check

Please return completed, signed form to [accountspayable@automatedlogistics.com](mailto:accountspayable@automatedlogistics.com) or fax to 517-905-3072.

I (we) hereby authorize Automated Logistics Systems, LLC, hereinafter called COMPANY to initiate credit entries to my (our) account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Company Name: \_\_\_\_\_

MC Number: \_\_\_\_\_

Depository Name (Financial Institution): \_\_\_\_\_

Routing Number: \_\_\_\_\_

Accounting Number: \_\_\_\_\_ (Circle One)    Checking    Savings

Email Address for Remittance Detail: \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s): \_\_\_\_\_ (Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.



# ALS - Quick Pay

Email: [AccountsPayable@AutomatedLogistics.com](mailto:AccountsPayable@AutomatedLogistics.com) • Fax: 517-905-3072

### Quick Pay Benefits:

- Receive Payments Faster – Quick pay carriers are paid within 2 business days (excluding holidays) from receipt of their invoice and signed POD less a Quick Pay discount.
- No contract
- Deposited directly into your account (We can also mail a check)
- Flexible billing options – we can accept paperwork by fax, email, mail, or hand delivery

### Quick Pay Payment Process:

1. Let your carrier sales rep know you are interested in the quick pay program – They will talk you through the quick pay process and the quick pay transaction fee
2. Select your method of payment/fill out a quick pay “ACH AUTHORIZATION” or for Canada and Mexico, a “FOREIGN EXCHANGE DESK” form – Email/fax back completed form
3. Complete the shipment and forward your invoice and signed POD for the order(s) to [accountspayable@automatedlogistics.com](mailto:accountspayable@automatedlogistics.com) or fax to 517-905-3072 or mail
4. Payment will process within 48 hours, minus a small surcharge percentage

### Flexible Payment Options:

ACH – direct deposit into your bank account. Fill out form below and return to contact at ALS.  
 Check – can be mailed or can be picked up at our office. Expedited shipping options available.

- \*Carriers that use a factoring company cannot receive quick pay
- \*Sorry, no fuel advances

## Quick Pay Authorization Form

Please return completed, signed form to [accountspayable@automatedlogistics.com](mailto:accountspayable@automatedlogistics.com) or fax to 517-905-3072

I (we) hereby authorize Automated Logistics Systems, LLC, hereinafter called COMPANY to initiate credit entries to my (our) account indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Company Name: \_\_\_\_\_

Depository Name (Financial Institution): \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_ (Circle One)    Checking    Savings

Email Address for Remittance Detail: \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s): \_\_\_\_\_ (Please Print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.