



Motor Carrier Packet Cover Sheet

*This Document is Updated: 7/19/10
Supersedes Document Dated: 6/9/09*

- I. Completely fill out each page of our **Motor Carrier Agreement**, sign, and fax back.
- II. Have your insurance company add us as a **certificate holder** on your policies, and fax over insurance documents with the following amounts:
 - a. **Automobile Liability Insurance** covering injuries, accidental death and property damage in a minimum amount of \$1,000,000.00 per occurrence.
 - b. **Cargo Insurance** in a minimum amount of \$100,000.00 per occurrence. **Also, please have your insurance broker fax to AFN® the portion(s) of your Cargo insurance policy that describe the commodities that are excluded and/or restricted from coverage.**
 - c. **Proof of Workers' Compensation and Employers' Liability Insurance**
 - d. **General Liability Insurance** covering injuries, accidental death and property damage in the amount of \$1,000,000.00 per occurrence.
- III. Fill out & fax back **W-9** or appropriate tax form including your U.S. Tax ID#, organization type, and signature.
- IV. Completely fill out and fax back a copy of our **Motor Carrier Profile** sheet.
- V. Fill out and fax back our Accounts Payable form.



Motor Carrier Agreement

This Document is Updated: 6/16/09

Supersedes Document Dated: 7/3/07

This MOTOR CARRIER AGREEMENT (“the Agreement”) is made, entered into, and effective this ___ day of _____, 20___ at Niles, Illinois, by and between the following Parties: AFN®, LLC., an Illinois Limited Liability Company with its main headquarters located at 7230 N. Caldwell Ave., Niles, IL 60714, (“AFN®”) and _____, with its principal place of business located at _____ and MC # _____ (“Carrier”).

A. AFN®, a Freight Broker, and Carrier, a motor carrier, do hereby consent and decree that they have the necessary capacity and authority to enter into this Agreement for motor carrier services pursuant to 49 U.S.C. 14101(b). Carrier is strictly forbidden from (i) “Double Brokering” AFN® loads, which means using another Carrier, Broker or Transportation Service Provider to move any freight on behalf of AFN®; and (ii) using “Substituted Service” of any kind (i.e. rail, barge, etc.) without AFN®’s express written consent. If Carrier violates the Double Brokering or Substituted Service provisions, then Carrier shall pay and AFN® shall be entitled to receive as liquidated damages (and not as a penalty) the sum of \$500 per each load double brokered or transported using substituted service plus any and all costs and attorneys fees expended to resolve any claim or dispute associated with the enforcement of this provision. If Carrier double brokers AFN®’s loads or utilizes Substitute Service, with or without express written consent, Carrier shall remain fully liable for any and all cargo claims to the same extent Carrier would be liable if it performed the transportation directly. Carrier is strictly forbidden from “Back Soliciting”, or contacting any AFN® customer that was first introduced to Carrier by AFN® in order to transact business of any type, while Carrier is doing business with AFN® and for a period of one year following termination of such relationship between Carrier and AFN®. If Carrier breaches this Back Solicitation provision, Carrier shall pay and AFN® shall be entitled to receive as liquidated damages (and not as a penalty) twenty-five percent (25%) of all revenues earned by Carrier for each AFN® customer it solicited, and said liquidated damages shall be paid by Carrier on a monthly basis for a period of two years after the date of the breach; in addition, Carrier shall be liable for any and all costs and attorney fees expended by AFN® to enforce this provision.

B. No volume commitment is intended to be inserted into this Agreement as consideration and Carrier is free to decline any load tendered to it by AFN®. As and for its consideration, AFN® agrees to pay Carrier a negotiated rate for each shipment tendered to Carrier under this Agreement. As and for its consideration, Carrier agrees to pick up and deliver shipments according to the unique and special needs of AFN® or its customers. The terms of each shipment accepted by Carrier hereunder, including the applicable negotiated rate and the unique and special needs for each shipment, shall be evidenced by a separate and unique Rate Confirmation Sheet issued by an authorized representative of AFN®, which shall be considered a part of this Agreement and binding on both Parties. Written authorization by Carrier is not needed to bind Carrier to the terms of the Rate Confirmation Sheet, rather Carrier’s acceptance of the terms and conditions of the Rate Confirmation Sheet shall be evidenced by Carrier’s full or partial performance (i.e., picking up the load, attempting delivery, etc.).

C. Carrier acknowledges and agrees to collect any and all of its freight charges arising under this Agreement from AFN®, and AFN® only. Carrier hereby waives any and all rights it may have under any statute (state and federal), contract, case law (common law) or treaty to collect or attempt to collect any freight charges from any party other than AFN®, which arise out of this Agreement. Any breach of this provision by Carrier may result in incidental and consequential damages to AFN® for which Carrier shall be fully responsible. Carrier also agrees to be fully responsible for paying the freight charges, wages, etc. to any of its drivers or leased-on owner operators, and shall fully indemnify AFN®, its customers, consignors or consignees from any and all claims by said drivers or owner operators for non-payment.

D. AFN® agrees to pay Carrier all agreed-upon, uncontested freight charges within 30 days of receipt of Carrier’s Freight Bill. No interest, penalties or loss of discounts, or any other late charge shall be allowed for any late payments or past due amounts. Any charges for detention, reconsignment, spotting of trailers, or any other type of “Accessorial Fee” must be agreed upon and authorized by AFN® in writing, signed by both Parties, before such charge shall take effect. Carrier must also, within 24 hours after delivery, request authorization and supply AFN® with all supporting documentation related to said charges. AFN® will then issue an updated Rate Confirmation Sheet reflecting the line haul charge and any additional Accessorial Fee. If the foregoing procedures are not adhered to, then the initial line haul rate shall apply and no Accessorial Fees will be honored by AFN®.

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Supersedes Document Dated: 7/3/07

E. Carrier hereby acknowledges and agrees that it is at AFN®'s sole and exclusive discretion to withhold payment in full or any portion thereof due to Carrier, if Carrier fails to meet or strictly abide by the terms and conditions of this Agreement or any Rate Confirmation Sheet. Events under which AFN® may withhold full or partial payment to Carrier include, but are not limited to, missed or delayed pick-up appointments or delivery dates, failure to comply with shipping instructions, failure to provide proof of delivery, failure to provide a clear and legible bill of lading, failure to provide receipts for any lumper or unloading fees, or shipments where there is a cargo loss or damage claim, a breach of the Double Brokering or Back Solicitation provisions. Carrier acknowledges and agrees that its failure to pick up a load that it agreed to accept does not relieve Carrier from liability as defined herein. Any claim for nonpayment, underpayment, or undercharges must be presented to AFN® within 180 days from the date the freight was delivered. Carrier hereby waives any rights it has to payment for freight charges arising under this Agreement, should Carrier fail to present AFN® with an invoice or written request for payment within 180 days from the date the freight was delivered. Carrier must bring a civil action to recover charges for transportation or service provided by Carrier within 18 months from date of shipment. AFN® must present all overcharge claims to Carrier within 180 days from the date AFN® receives Carrier's Freight Bill, except that claims for unidentified or duplicate payments may be presented at any time. AFN® must bring a civil action to recover overcharges, unidentified payments, or duplicate payments within 18 months from the date AFN® receives a written declination of its claim from Carrier.

F. Carrier, its agents and/or employees shall at all times be considered independent contractors. Carrier is solely and exclusively responsible for the direction, control and supervision of its business including its agents and/or employees. Carrier represents and warrants that it has the proper licenses, insurance, and working equipment to pick up and deliver all freight tendered hereunder. Carrier hereby assumes all liability, as a motor common carrier and subject to 49 U.S.C. 14706, for loss or damage to any cargo; injury, death or damage to persons or property while such cargo is in Carrier's custody or control or while Carrier is performing any act or obligation under this Agreement. Carrier agrees to indemnify, defend, and hold harmless AFN® and its customers for any and all penalties, charge backs, damages, claims, injuries, suits, etc., caused by Carrier's actions or inactions as it relates to the performance of the services defined herein. Carrier shall not be liable for any loss or damage to cargo caused by Act of God, Public Enemy, Authority of Law, Negligence of the Shipper, Inherent Vice of the Goods, and where Carrier is free from negligence; whereas it is understood that Carrier shall bear the burden of proving freedom from negligence. The measure of damages for any loss of or damage to cargo shall be (i) for goods sold to a customer, the invoice price to the customer; or (ii) for goods not sold to a customer, the destination market value of the goods. Any attempts by Carrier to limit its liability by tariff or other provisions incorporated by reference in a bill of lading or shipping document shall be deemed null and void. Carrier shall not dispose of any product or commodity or take any product for salvage without the express written consent of AFN®. Should Carrier violate the preceding provision, Carrier shall be liable for the full actual loss of the product and no salvage credit will be allotted to Carrier. AFN® or its customer shall submit all cargo claims to Carrier within 9 months from the date of delivery or scheduled delivery. Carrier must acknowledge all claims in writing within 30 days of receipt and such acknowledgement shall be sent to the party submitting the claim. Carrier must pay, decline, or offer settlement on all claims within 60 days of the filing of the claim against Carrier. Failure by Carrier's insurance provider to cover the loss does not relieve Carrier from liability herein. AFN® reserves the right to offset any freight bill due and owing to Carrier by the amount of any outstanding claim(s) where Carrier fails to respond to or pay said claim. Any action to recover a cargo claim must be commenced within two years and one day from the date the party submitting the claim receives a written declination of the claim from Carrier.

G. Carrier shall maintain at all times while this Agreement is in force, insurance in the following types and amounts: Auto Liability up to the statutory amount or higher (in no case less than \$1,000,000) per occurrence for death, bodily injury and damage to persons or property. Cargo Insurance in amount of not less than \$100,000 per occurrence. Worker's Compensation Insurance based on statutory requirements. AFN® must be notified at least 30 days before any cancellation or material changes to Carrier's insurance policies.

Initial after reviewing
and continue to page 3

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H. A Bill of Lading or receipt shall be issued either by Carrier or another party for all shipments hereunder. To the extent the terms or conditions of the Bill of Lading or receipt conflict with this Agreement, then the terms and conditions of this Agreement shall prevail. Carrier may not place a lien on any of the goods in its possession tendered under this Agreement. Carrier hereby waives all rights it may have at equity or by law to place liens on any goods in its possession tendered hereunder.

I. The term of this Agreement shall be for one year from the above effective date. This Agreement shall automatically renew for successive one year periods, unless otherwise terminated. Either party may cancel this Agreement at any time by providing 30 days advance written notice to the non-canceling party. This Agreement will automatically terminate upon the material breach of any of the terms and conditions contained herein.

J. This Agreement is binding on both Parties and shall supersede and negate any and all previous agreements between the Parties. The terms of this Agreement or any subsequent document prepared by AFN® (such as the Rate Confirmation Sheet or the Cargo Claim Form) may not be amended unless agreed to in writing by AFN®. AFN® reserves the exclusive right to update and modify this Agreement at anytime, and such modifications shall be deemed accepted when signed by Carrier. The Parties agree that the terms of this Agreement, including the pricing and compensation for services hereunder, are confidential; and further agree that they will not reveal or disclose to any other party the terms of this Agreement, the agreed-upon pricing, or any other detail of the Parties' business relationship, except as required by law and only then with as much advance written notice to the other party as possible. The Parties agree that this Agreement shall be construed and governed exclusively under the laws of the State of Illinois, and further agree that all disputes arising under this Agreement must be submitted to the State or Federal Courts within Illinois, except AFN® or any other claimant shall have the option of commencing actions to recover cargo claims under Section F above in such other jurisdiction as may be permitted under 49 U.S.C. 14706. Should a court find any of the provisions contained herein unenforceable, the court may strike out those unenforceable provisions and the remaining provisions shall be kept intact.

By: _____

Authorized Agent for AFN®

By: _____

Authorized Agent for Carrier

Date: _____

Date: _____

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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) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| | List account number(s) here (optional) | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



General

Company Name _____

Any Additional Names for Your Company _____

MC # _____ DOT # _____ # Years in Business _____

Main Office: Physical Address _____

No P.O. Boxes, please. We will not send anything to this address if you have provided an alternate Remit To address elsewhere in the packet.

City _____ State/Province _____ Postal Code _____

Organization Type: [] Individual/Sole Proprietor [] Corporation [] Partnership [] LLC

Federal Safety Rating _____

Questions

Do you use owner-operators? [] Yes [] No

If yes: Does your Automobile Liability insurance cover the owner-ops? [] Yes [] No

Does your Cargo insurance cover the owner-ops? [] Yes [] No

If either insurance policy does not cover your owner-ops, please explain:

Are you a Certified Minority-Owned Business Enterprise? [] Yes [] No

If yes, please provide a certificate of minority-owned status from your state or local government.

Are you a Certified Women-Owned Business Enterprise? [] Yes [] No

If yes, please provide a certificate of woman-owned status from your state or local government.

References

Please provide the names and contact information of two references who are current customers of yours.

Company Name: _____ Company Name: _____

Contact Person: _____ Contact Person: _____

Contact Person's Phone No. _____ Contact Person's Phone No. _____

Contact Person's Email Address _____ Contact Person's Email Address _____

Signature

Name _____

Signature _____

Date _____

Dear Accounts Receivable Representative,

AFN[®] offers several different payment options to suit your business needs. Please review this sheet and complete the following form to ensure proper payments are made.

Standard Pay – No Charge

Please note that the first payment issued by AFN[®] to any carrier will be issued on a standard paper check, paid within set terms, calculated from invoice date. After this initial check has been cashed, your selected payment terms will be put into effect.

EFT Payment: AFN[®] offers Electronic Fund Transfer (EFT) payments at no charge. This option will prevent checks from being lost or improperly endorsed. Transactions are fast, reliable and eliminate trips to the bank. This is the recommended choice if you are going to use a standard pay option. Enrollment is simple. On the following form, select EFT and provide your bank account information. Please also include a copy of a voided check. Payments are processed daily and within your payment terms. EFT is offered only to accounts in US banks.

Standard Mail: AFN[®] will issue payment within your terms. Please note that this payment option carries many cash flow risks. Checks are only cut once a week, whereas EFT payments are processed daily. With the new United States Postal Service cut back plans, there may also be a delay in receiving your check. Checks cannot be sent via FedEx or UPS. Please take this into account when making your payment method selection.

Speedy Pay – See Fee Associated With Each Option:

AFN[®] offers two types of Quick Pay. These methods help eliminate the need to factor your invoices for AFN[®] loads. Be sure to compare our fees with those of your factor. **Please note that the first payment issued by AFN[®] to any carrier will be issued on a standard paper check. This check cannot be sent via FedEx or UPS.**

Speedy Comchek (2%): AFN[®] offers payment in full via Comchek as soon as we receive a legible faxed or emailed copy of your invoice along with the Bills of Lading, POD and all other required documents. To enroll, select the Speedy Comchek option and be sure to fill out the Comchek Users section. Please list each person that is authorized to receive Comcheks, as well as the type of Comchek they can receive. All invoices should be faxed to 224-515-7104 or emailed to ap@afnww.com.

Speedy EFT (1.5%): AFN[®] offers payment in full deposited directly into your account within 48 hours of receipt of your invoice along with the Bills of Lading, POD and all other required documents. Invoices must be received by 1 p.m. (Central Time) in order to assure payment is made within set terms. To enroll, select the Speedy EFT option, and provide your bank account information. Please also include a copy of a voided check. All invoices should also be faxed to 224-515-7104 or emailed to ap@afnww.com. EFT is offered only to accounts in US banks.

You can also check the status of your receivables online. Visit www.LoadAFN.com to register.

Fax completed form to 224-515-7104 or email to ap@afnww.com.

Sincerely,

Accounts Payable
AFN[®], LLC
ap@afnww.com
866-766-8348 option 4



Please note that the first payment issued by AFN® to any carrier will be issued on a standard paper check Net 21 calculated from invoice date. After this initial check has been cashed your selected payment terms will be put into effect.

Please initial the line next to the option you are selecting.

Standard Pay – No Charge

I would like to receive payments within my standard terms through the following method:

EFT Payment: _____ US banks only Standard Mail: _____

Speedy Pay – See Fee Associated With Each Option:

Speedy Comchek (2%): _____ Speedy EFT (1.5%): _____ US banks only

EFT Users Only:

Please note that no EFT will be issued to any carrier until at least one standard check payment (Net 21) has been issued, mailed and cashed. EFT is offered only to accounts in US banks.

Bank Name: _____ Bank Address: _____

Account #: _____ City: _____ State: _____ Zip: _____

Routing#: _____ Name on Account: _____

Account Type: _____ Email my Remit Advice to: _____

Mail Users Only:

Remit to Name: _____ Remit to Address: _____

Remit to City: _____ Remit to State: _____ Zip: _____

Comchek Users:

Please note that no Comchek (advance, lumper, etc.) will be issued to any carrier until at least one standard check payment (Net 21) has been issued, mailed and cashed.

I authorize each of the following representatives of my company to receive payment by Comchek for only the item(s) checked by his or her name. If you need additional representatives to be listed please attach a separate sheet.

Name: _____ Title: _____ 40% Advance Paid in full Lumper

Name: _____ Title: _____ 40% Advance Paid in full Lumper

Name: _____ Title: _____ 40% Advance Paid in full Lumper

Name: _____ Title: _____ 40% Advance Paid in full Lumper

Name: _____ Title: _____ 40% Advance Paid in full Lumper

I have read the attached letter and filled out this AFN® Accounts Payable form accurately. I authorize the changes I have selected to be made to my account.

Company Name: _____ MC# _____

Signature: _____ Name: _____ Title: _____

BOND NO :571627

ACCT LOC ID: _____

Page 1 of 2

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to Federal Highway Administration, 400 7th St., SW, Washington, DC 20590.

B.M.C. 84
(10/98)

Approved by OMB
2126-0017
Expires 09/30/2005

FILER FMCSA
ACCOUNT NO. _____

License No.:
MC -446639

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we AFN, LLC of 7230 Caldwell Avenue, Niles, IL 60714 as PRINCIPAL (hereinafter called Principal), and WASHINGTON INTERNATIONAL INSURANCE COMPANY a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of NEW HAMPSHIRE (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$100,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond 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 therefore, and

WHEREAS, this bond is written to assure compliance by the Principal 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 Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 30th day of June, 2010, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in

Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 28th day of May, 2010.

PRINCIPAL

SURETY

Name AFN, LLC

Washington International Insurance Company

By 
(Signature)


(Signature)

Jared Palmer General Counsel
(Printed Name and Title)

Colleen A. Clarke, Attorney-in-Fact
(Printed Name)

Witness 

Witness 



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

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

SERVICE DATE

July 2, 2007

DECISION

MC-446639

ADVANTAGE FREIGHT NETWORK, LLC

DEERFIELD, IL

REENTITLED

AFN, LLC

On June 26, 2007, 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 AFN, LLC.

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

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://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: June 27, 2007

By the Federal Motor Carrier Safety Administration

Kathy Weiner, Chief
Information Systems Division

NCA



Credit References

*This Document is Updated: 1/26/12
Supersedes Document Dated: 7/15/09*

MC446639

FED EID 37-1444987

AFN®, LLC
7230 N. Caldwell Ave.
Niles, IL 60714

References:

Design Trans. Services, Inc
Dallas, Tx
Heather Bailey
Tel: 214-688-6944
Fax: 214-688-6945

Diamond Freight, Inc.
Streamwood, IL
Mila
Tel: 847-754-4264
Fax: 630-687-1000

GT Trans, Inc.
Elmhurst, IL
Victoria Hristov
Tel: 630-607-5600 option 2
Gttrans.inc@gmail.com

Pacific 9 Lines, Inc.
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