1845 Sir Tyler Drive

Wilmington, NC 28405

P.O. Box 2789

Wilmington, NC 28402-2789

Phone: 910-356-1132

Summit Logistics Group, LLC is a transportation company providing carrier and broker services. We are confident that Summit Logistics Group, LLC can offer you a single source solution for all your transportation needs, along with the proper resources to help grow your business through an optimized logistics program. We can provide a full support structure that will not only incorporate the logistics experience needed in this business, but also the hands-on customer support rarely offered by trucking companies and other 3PLs in the industry. This allows your people to focus on their top priorities and the company to focus on other revenue generating activities.

The unique value in the customized services we offer starts with dedicated managers who have extensive transportation knowledge and who take a genuine interest in the success of every load we commit to. Also, each load planner is supported by a team of training, administrative, and customer service specialists who access cutting-edge technologies to deliver point-to-point coverage on every account.

We are very interested in initiating a partnership with your company and have enclosed a company packet for your review. Please keep in mind that we work closely with each of our clients to tailor a program that is specifically designed to your needs, offering the greatest growth potential for your company and the lowest effective cost.

As you review the attached profile outlining our firm's professional services, you will see how we are substantially different than most other companies in the specialized transportation services industry.

Please keep in mind the following advantages of our services as you search for the best partner for your transportation needs:

- Around the clock availability and visibility to the customer with a dedicated staff of highly trained Transportation Specialists and planners, we will be available for the customer 24 hours a day, 7 days a week, 365 days a year, and provide the customer with the highest level of service.

- Vigilant tracking of the experienced motor carriers we work with who are satellite-tracked or immediately reachable by cell phone. All motor carriers are required to check-call with us twice a day, first before 9 am EST and again between 4 and 5 pm EST.
- Fair and competitive pricing programs.
- We become an extension of your management style and traffic program.
- Broad carrier base – ***Summit Logistics Group*** has contractual relationships with a range of motor carriers that operate fleets as large as 500+, to single owner operators. Each company is thoroughly evaluated before approval as part of our strict carrier process. We rigorously qualify our carriers and constantly measure their performance.

Please reply by mail or call us with any needs you might currently have or to begin reviewing your load requirements.

Daniel Fountain
Director of Operations
Summit Logistics Group, LLC

Summit Logistics Group Customer Packet

Credit and Billing Information

Customer Name: _____ **Yrs. In Business:** _____

Physical Address: _____ **City/State/Zip:** _____

Phone: _____ **Fax:** _____ **D&B Number:** _____

Max Load Volume: _____ **Credit Requested:** _____ **Payment Terms:** Net 30

Billing Information:

A/P Contact: _____ **Email:** _____

Billing Address: _____ **City/State/Zip:** _____

Phone: _____ **Fax:** _____

Please check one for each answer:

Do you pay upon delivery of load? ☐Yes ☐No

Do you require EDI Transmission? ☐Yes ☐No

How would you prefer your invoices? ☐Email ☐Fax

Do you require your PO # on your invoices? ☐Yes ☐No

Do you require a copy of your Rate Con with the Freight Bill? ☐Yes ☐No

Are your loads pallet exchanges? ☐Yes ☐No

Does your company pay for Lumpers? ☐Yes ☐No

***Please send at least four Credit references with your packet.**

***Please attach your Bank reference with your packet.**

Terms and Conditions:

1. **Applicant hereby certifies that he/she is authorized to represent the above-named company.**
2. **Applicant hereby certifies that information furnished in this application is true and correct.**
3. **INVOICE/BILLING DATE TERMS ARE NET 30.**
4. **Applicant affirms that there are no open judgements, suits, or liens against their company.**
5. **Applicant affirms that the financial condition of the business is satisfactory, and all financial obligations can be met.**
6. **Applicant understands that a finance charge of 1.5% per month (18% annum) will be added to all accounts 30 days or more past due.**
7. **If Summit Logistics Group LLC deems it necessary to use the services of a collection agency or attorney to collect any amounts due, applicant agrees to pay all collection costs, attorney fees, and court costs.**
8. **Applicant understands that Summit Logistics Group LLC, may report payment experiences to credit reporting agencies.**
9. **By signing this credit application, authorization is hereby given to Summit Logistics Group LLC, to contact any or all credit and bank references provided.**
10. **Applicant understands motor carriers under contract with Summit Logistics Group LLC are required to maintain cargo loss and damage liability insurance in the amount of $100,000 per shipment. Please sign below acknowledging that load valued more than $100,000 will not be tendered without enough prior notification to Summit Logistics Group LLC to all SLG LLC and its carriers the opportunity to arrange for increased insurance limits. Failure to provide timely written notice will result in your loads not being insured to the extent the value exceeds $100,000.**

Authorized Company Representative:

_____	_____	_____
Signature	**Date**	**Printed Name**

CUSTOMER PACKET

BROKER/SHIPPER AGREEMENT

This agreement, "Agreement", made and intended to be effective this (the) _____day of _____, 20____, by and between *Summit Logistics Group LLC* having offices at 1845 Sir Tyler Drive, Wilmington, NC 28405 (BROKER) and _____ having offices at _____(SHIPPER), collectively, the "PARTIES".

RECITALS:

A. WHEREAS BROKER is licensed as a Property Broker by the Federal Motor Carrier Safety Administration (FMCSA) in Docket Number MC-995171-B, or by appropriate State agencies, and as a licensed broker, arranges for freight transportation. A copy of BROKER's authority is attached as Appendix A and a copy of BROKER's Surety Bond or trust fund agreement is attached as Appendix B; and

B. WHEREA S SHIPPER, to satisfy some of its transportation needs, desires to utilize the services of BROKER to arrange for transportation of SHIPPER's freight.

NOW THEREFORE, intending to be legally bound, BROKER and SHIPPER agree as follows:

AGREEMENT:

1. TERM: Subject to paragraph 12, the term of this Agreement shall be one (1) year, commencing on the date first mentioned above, and shall automatically renew for successive one-year periods; provided, however, that either Party may terminate this Agreement on 30 days written notice to the other Party, with or without cause, or as otherwise provided in this Agreement.

2. SERVICE: BROKER agrees to arrange for transportation of SHIPPER's freight pursuant to the terms and conditions of this Agreement and in compliance in all material respects with all federal, state, and local laws and regulations relating to the brokerage of the freight covered by this Agreement. BROKER's responsibility under this Agreement shall be limited to arranging for, but not actually performing, transportation of SHIPPER's freight. The PARTIES may, upon written mutual agreement, include additional service terms to be attached as Appendix C.

3. RESPONSIBILITY:

a. SHIPPER shall be responsible to BROKER for timely and accurate delivery instructions and description of the cargo, including any special handling or security requirements, for any shipment.

4. FREIGHT CARRIAGE: BROKER warrants that it has entered, or will enter a bilateral written contract of carriage with each carrier it utilizes in the performance of this Agreement. BROKER further warrants that those contracts comply with all applicable federal and state laws and regulations and shall include the following provisions:

a. Carrier is in, and shall maintain compliance during the term of this Agreement, with all applicable

federal, state, and local laws relating to the provision of its services including, but not limited to:

1. Transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. S172.800, S173, and S397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials.
2. Security regulations.
3. Owner/Operator Lease regulations.
4. Loading and Securement of Freight regulations
5. Implementation and maintenance of drive safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations.
6. Sanitation, Temperature, and Contamination requirements for transporting food, perishable, and other products, qualification and licensing and training of drivers.
7. Implementation and Maintenance of Equipment Safety Regulations.
8. Maintenance and control of the means and methods of transportation including, but not limited to, performance of its drivers.

b. Carrier shall agree to defend, indemnify, and hold Broker and Shipper harmless from all damages, claims and losses arising out of its performance of the Contract, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, to the fullest extent permissible under applicable federal and state law.

c. Carrier shall agree that its liability for cargo loss or damage shall be no less than that of a Common Carrier as provided for in 49 USC 14706 (the Carmack Amendment). Exclusions in Carrier's insurance coverage shall not exonerate Carrier from this liability.

d. Carrier shall agree to always maintain during the term of the contract, insurance coverage with limits not less than the following:

*	Auto Liability	$1,000,000
*	Cargo Liability	$100,000
*	Worker's Compensation	as Required by Law

Broker shall verify that each carrier it utilizes in the performance of this Agreement has insurance as defined above.

e. Carrier shall agree that the provisions contained in 49 CFR 370.1 et seq, shall govern the processing of claims for loss, damage, injury or delay to property and the processing of salvage.

f. The Parties agree that Broker is the sole party responsible for payment of Carrier's charges. Failure of Broker to collect payment from its customer shall not exonerate Broker of its obligation to pay Carrier. Broker agrees to pay Carrier's undisputed invoice within 30 days of the receipt of the bill of lading or proof of delivery and invoice, provided Carrier's is not in default under the terms of this Agreement. If Broker has not paid Carrier's undisputed invoice as agreed, and Carrier has complied with the terms of this Agreement, Carrier may seek payment from the Shipper or other party responsible for payment after giving Broker 15 business days advance written notice. Carrier shall not seek payment from Shipper or any other Party responsible for payment if Shipper or such other Party can prove payment to Broker.

Carrier shall agree that, at no time during the term of its contract with Broker shall it have an "Unsatisfactory" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA). If Carrier receives an "Unsatisfactory" safety rating, it shall immediately notify Broker. Broker shall not knowingly utilize any carrier with an "Unsatisfactory" safety rating in the performance of this Agreement.

Carrier shall agree that the terms and conditions of its contract with Broker shall apply on all shipments its handles for Broker. Any terms in a tariff that are referenced in the carrier contract which are inconsistent with the contract shall be subordinate to the terms of the contract.

Carrier shall expressly waive all rights and remedies under Title 49 U.S.C., Subtitle IV, Part B to the extent they conflict with the contact.

Broker further warrants its will require proof of insurance and operating authority from each Carrier and, should Broker utilize the services of any Carrier or other broker on Shipper's behalf, which Carrier and/or Broker utilize the services of any Carrier or other broker on Shipper's behalf, which Carrier and/or Broker does not have proof of insurance and/or operating authority, Broker agrees to indemnify and hold harmless Shipper from all legitimate claims not paid by the Carrier, including but not limited to cargo loss and damage claims.

For shipments outside of the United States, the terms in Foreign Shipments Appendix D of this Agreement shall apply.

5. RECEIPTS AND BILLS OF LADING: If requested by SHIPPER, BROKER agrees to provide SHIPPER with proof of acceptance and delivery of such loads in the form of a signed Bill of Lading or Proof of Delivery, as specified by SHIPPER. SHIPPER's insertion of BROKER's name on the Bill of

Lading shall be for SHIPPER convenience only and shall not change BROKER's status as the property broker. The terms and conditions of any freight documentation used by BROKER or carrier selected by BROKER may not supplement, alter, or modify the terms of this Agreement.

6. PAYMENTS: BROKER shall invoice SHIPPER for its services in accordance with the rates, charges and provisions set forth in Appendix D, attached, and any written supplements or revisions that are mutually agreed to between both PARTIES. If rates are negotiated between the PARTIES and not otherwise confirmed in writing, such rates shall be considered "written," and shall be binding, upon BROKER's invoice to SHIPPER and SHIPPER's payment to BROKER. SHIPPER agrees to pay BROKER's invoice within 30 days of invoice date without deduction or setoff. BROKER shall apply payment to the amount due for the specified invoice, regardless of whether there are earlier unpaid invoices. Payment of the freight charges to BROKER shall relieve SHIPPER, Consignee, or other responsible party of any liability to the carrier for non-payment of its freight charges; and BROKER hereby covenants and agrees to indemnify SHIPPER, Consignee, or other responsible party against such liability.

7. CLAIMS:

a. FREIGHT CLAIMS: SHIPPER must file claims for cargo loss or damage with BROKER within one hundred eighty (180) days from the date of such loss, shortage, or damage. For purpose of the Agreement shall be the delivery date or, in the event of non-delivery, the scheduled delivery date. SHIPPER must file any civil action against BROKER in a Court of Law within two (2) years from the date the carrier or BROKER provides written notice to SHIPPER that the carrier has disallowed any part of the claim in the notice. Carriers utilized by BROKER shall agree in writing with BROKER to be liable for cargo loss or damage as outlined in paragraph 4.C above. The carriers' cargo liability for any one shipment shall not exceed $100,000, unless BORKER is notified by SHIPPER of the increased value prior to shipment pickup with reasonable advance notice to allow BROKER and/or the carrier to procure additional insurance coverage. It is understood and agreed that the BROKER is not a Carrier and that the BROKER shall not be held liable for loss, damage, or delay in the transportation of SHIPPER's property unless caused by BROKER's negligent acts or omissions in the performance of this Agreement. BROKER shall assist SHIPPER in the filing and/or processing of claims with the Carrier. If payment of claim is made by BROKER to SHIPPER, SHIPPER automatically assigns its rights and interest in the claim to BROKER. In no event shall BROKER or BROKER's Carrier be liable to SHIPPER for special, incidental, or consequential damages that relate to loss, damage, or delay to a shipment, unless SHIPPER has informed BROKER in written or electronic form, prior to or when tendering a shipment or series of shipments to BROKER, of the potential nature, type, and approximate amount of such damages, and BROKER specifically agrees in written or electronic form to accept responsibility for such damages.
b. ALL OTHER CLAIMS: The PARTIES shall notify each other of all known material details within sixty (60) days of receiving notice of any claims other than cargo loss or damage claims and shall update each other promptly hereafter as more information becomes available. Civil action, or arbitration, if any, shall be commenced within two (2) years from the date either Party provides written notice to the other Party of such a claim.

8. INSURANCE: BROKER agrees to procure and maintain at its own expense, always during the term of this Agreement, the following insurance coverage amounts:

a. Comprehensive General Liability Insurance $ 1,000,000
(Covering bodily injury and property damage)
b. Contingent Cargo Insurance $ 250,000

BROKER shall submit to SHIPPER a certificate of insurance as evidence of such coverage and which names SHIPPER as "Certificate Holder".

9. SURETY BOND: BROKER shall maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of $ 75,000 and furnish SHIPPER with proof upon request.

10. HAZARDOUS MATERIALS: SHIPPER and BROKER shall comply with all applicable law and regulations relating to the transportation of hazardous materials as defined in 49 CFR **§** 172.800, **§** 173, and **§** 397 et seq. to the extent that any shipments constitute hazardous materials. SHIPPER is obligated to inform BROKER immediately if any such shipments constitute hazardous materials. SHIPPER shall defend, indemnify, and hold BROKER harmless from any penalties or liability of any kind, including reasonable attorney fees, arising out of SHIPPER's failure to comply with applicable hazardous materials laws and regulations.

11. HOMELAND SECURITY: As applicable to each, respectively, BROKER and SHIPPER shall comply with state and federal Homeland Security related laws and regulations.

12. DEFAULT: Both parties will discuss any perceived deficiency in performance and will promptly endeavor to resolve all disputes in good faith. However, if either Party materially fails to perform its duties under this Agreement, the party claiming default may terminate this Agreement on 10 (ten) days written notice to the other Party. SHIPPER shall be responsible to pay BROKER for any services performed prior to the termination of this Agreement and for shipments not yet completed and/or not yet invoiced to SHIPPER.

13. INDEMNIFICATION: Subject to the insurance limits in Section 8, BROKER and SHIPPER shall defend, indemnify and hold each other harmless against any claims, actions, or damages, including, but not limited to, cargo loss, damage, or delay, and payment of rates and/or accessorial charges to Carriers, arising out of their respective performances under this Agreement, provided, however, the indemnified party shall not offer settlement in any such claim without the agreement of the indemnifying party which agreement shall not be unreasonably withheld. If the indemnified party offers or agrees to a settlement for such a claim without the written agreement of the indemnifying party, the indemnifying party shall be relieved of its indemnification obligation. Neither party shall be liable to the other party for any claims, actions, or damages due to the negligence of the other party. Although Section 8 only imposes insurance requirements upon BROKER, for purpose of this Section 13, those amounts also shall limit the scope of SHIPPER's indemnification obligations. The obligation to defend shall include all costs of defense as they accrue.

14. ASSIGNMENT/MODIFICATIONS OF AGREEMENT: Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the PARTIES.

15. SEVERABILITY/SURVIVABILITY: In the event that the operation of any portion of this Agreement results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be remaining provisions of the Agreement shall continue in full force and effect. The representations and obligations of the PARTIES shall survive the termination of this Agreement for any reason.

16. INDEPENDENT CONTRACTOR: It is understood between BROKER and SHIPPER that BROKER is not an agent for the Carrier or SHIPPER and shall remain, at all times, an independent contractor. SHIPPER does not exercise or retain any control or supervision over BROKER, its operations, employees, or carriers.

17. NONWAIVER: Failure of either party to insist upon performance of any of the terms, conditions, or provisions of this Agreement, or to exercise any right or privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

18. NOTICES: Unless the PARTIES notify each other in writing of a change of address, all notices required or permitted to be given under this Agreement shall be in writing (or fax with machine imprint on paper acknowledging successful transmission) and shall be addressed as follows:

(BROKER)	**(SHIPPER)**
Summit Logistics Group, LLC	Name:
Attn: Daniel Fountain	Attn: _____
Title: Director of Operations	Title: _____
Address: 1845 Sir Tyler Drive	Address: _____
Wilmington, NC 28405	_____
Phone: 910-356-1132	_____
Fax: 910-225-4703	Phone: _____
	Fax: _____

19. FORCE MAJEURE: Neither Party shall be liable to the other for failure to perform any of its obligations under this Agreement during any time in which such performance is prevented by fire, flood, or other natural disaster, war, embargo, riot, civil disobedience, or the intervention of any government authority, or any other cause outside of the reasonable control of the SHIPPER or BROKER. Provided that the Party so prevented uses its best efforts to perform under this Agreement and provided further, that such Party provide reasonable notice to the other Party of such inability to perform.

20. CHOICE OF LAW AND VENUE: All questions concerning the construction, interpretation, validity and enforceability of this Agreement, whether in a Court of Law or in Arbitration, shall be governed by the construed and enforced in accordance with the lase of the State of North Carolina, without giving effect to any choice or conflict of law provision or rule that would cause the laws of any other jurisdiction to apply.

21. DISPUTE RESOLUTION: (Choose one option below. Both parties must initial the selected option)

a. ARBITRATION: ____ SHIPPER, _X__ BROKER

In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be to arbitration within two (2) years from the date of the alleged loss. Proceedings shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA) or Transportation ADR Council, Inc. (ADR) at the discretion of the party filing the complaint. Upon agreement of the PARTIES, arbitration proceedings may be conducted

outside of the administrative control of the TAM, AAA, or ADR. The decision of the arbitrators shall be binding and final and the award of the arbitrator may be entered in a Court of Competent Jurisdiction. The prevailing party shall be entitled to recovery in the event further legal action is taken to enforce the award of arbitrators. The arbitration provisions of this paragraph shall not apply as enforcement of the award of arbitration.

b. COMBINATION ARBITRATION/LITIGATION: ____ SHIPPER, _X__ BROKER

"Subject to the time limitations set forth in par 7 above, for disputes where the amount in controversy exceeds $ 1,000, the parties shall have the right, but not the obligation, to select litigation to resolve any disputes arising hereunder. In the event of litigation, the prevailing Party shall be entitled to recover costs, expenses, and reasonable attorney fees, including but not limited to any incurred-on appeals."

c. LITIGATION: ____ SHIPPER, _X__ BROKER

In the event of a dispute arising out of this Agreement, the Party's sole recourse shall be litigation, which shall be filed in accordance with paragraph 20 above within two (2) years from the date of the alleged loss. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well those incurred in any action of injunctive relief.

22. ENTIRE AGREEMENT: This Agreement, including all Appendices and Addenda, constitutes the entire agreement intended by and between the PARTIES and supersedes all prior agreements, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, express, or implied, with respect to the subject matter hereof. Any modifications to this contract, as published and copy righted by Summit Logistics Group, LLC, shall be highlighted or italicized and initialed by both PARTIES to be valid. The PARTIES FURTHER INTEND THAT THIS Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

IN WITNESS WHEREOF: The PARTIES hereto have caused this Agreement to be executed in their respective names by their fully authorized representatives as of the dates first above written.

SHIPPER	Broker
_____	Summit Logistics Group LLC
Printed Name	Printed Name
_____	Daniel Fountain
Signature/ Title	Signature/ Title
_____	Director of Operations
Address	Address
_____	1845 Sir Tyler Drive
City, State, Zip	City, State, Zip
_____	Wilmington, NC 28405
Phone	Phone
_____	910-356-1132
Fax	Fax
_____	910-225-4703
Email	Email
_____	daniel@slg-nc.com

SUMMLOG-01 PPEELE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER First Citizens Insurance Services 8510 Colonnade Center Drive 5th Floor PO Box 29611 (27626-0611) Raleigh, NC 27615	CONTACT NAME: Patricia Peele PHONE (A/C, No, Ext): (919) 716-4228 FAX (A/C, No): (919) 716-2226 E-MAIL ADDRESS: patricia.peele@firstcitizens.com
INSURED Summit Logistics Group, LLC PO Box 596 Wallace, NC 28466	INSURER A : Atain Specialty Insurance Company — 17159 INSURER B : Progressive Insurance Company INSURER C : Markel American Insurance Company — 28932 INSURER D : Stonewood Insurance Company — 11828 INSURER E : Great Lakes Insurance SE — a1120j INSURER F : Chubb National Insurance Company — 10052

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			CIP422358	4/14/2022	4/14/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			06082988	4/14/2022	4/14/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ 2,000,000 $ 2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XOBW8538921	4/14/2022	4/14/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC100-0086452-2021A	4/14/2022	4/14/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contingent MTC			BGLISE211189	10/24/2021	10/24/2022	Any One Truck	100,000
F	Excess Contingen MTC			BCHUBB21189	10/24/2021	10/24/2022	Any One Truck	200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Motor Truck Cargo/Refrigeration Coverage (Reefer Breakdown Included)
Progressive
Policy #06082988
Policy Term: 04/14/2022 - 04/14/2023
Any One Truck - $100,000; $2,500 Deductible

No Food Exclusions

CERTIFICATE HOLDER

Summit Logistics Group, LLC
1845 Sir Tyler Drive
Wilmington, NC 28405

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia Peele

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
SUMMIT LOGISTICS GROUP LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1845 SIR TYLER DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code
WILMINGTON, NC 28405

7 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 generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	1	–	4	1	6	3	1	7	0

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5.4.22

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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

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

SERVICE DATE
April 20, 2017

CERTIFICATE
MC-995171-C
U.S. DOT No. 2942057
SUMMIT LOGISTICS GROUP LLC
WILMINGTON, NC

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to 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 carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMO

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

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

SERVICE DATE
November 18, 2016

LICENSE
MC-995171-B
U.S. DOT No. 2942057
SUMMIT LOGISTICS GROUP LLC
WILMINGTON, NC

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.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

National Motor Freight Traffic Association, Inc.

May 17, 2021

NATHAN BALL
SUMMIT LOGISTICS GROUP LLC
PO BOX 2789
WILMINGTON, NC 28402-2789

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **SUML** has been renewed for:

SUMMIT LOGISTICS GROUP LLC
PO BOX 2789
WILMINGTON, NC 28402-2789
MC-995171
US DOT-2942057

This Alpha Code will apply only to the company name shown above through June 30, 2022. Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at customerservice@nmfta.org.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

If you participate in the Customs & Border Protection (CBP) ACE program and you have an issue with using your SCAC with ACE, please contact CBP at the following email address: AMSSCAC@cbp.dhs.gov. All SCACs are automatically uploaded to ACE within 24 hours. To participate in the Automated Export System (AES) program, please email AMSSCAC@cbp.dhs.gov and askaes@census.gov a request, along with a copy of the NMFTA SCAC letter, to enable your SCAC for AES. Additional information on CBP's automated programs can be found at: https://www.cbp.gov/trade/automated/getting-started.

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC inconnection with freight rates. For participation and membership information, please call (703) 838-1810.

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FORM BMC-84 Revised 03/11/2014 OMB No.: 2126-0017 Expiration: 02/28/2017

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 f or reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590

United States Department of Transportation
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

FORM BMC-84

Bond No. 656450C

Filer FMCSA Account Number: 23040 License No. MC-995171

KNOW ALL MEN BY THESE PRESENTS, that we, Summit Logistics Group LLC of 5911 Oleander Dr , Wilmington, NC, 28403 as PRINCIPAL (hereinafter called Principal), and Developers Surety and Indemnity Company a corporation , or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of CA (hereinafter called Surety), are held and firmly bound unto the United States of America in the sum of $75,000 for a broker or freight forwarder, 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 or Freight Forwarder 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 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 either a licensed Broker or a licensed Freight Forwarder 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 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 Motor Carrier Safety 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 Motor Carrier Safety Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This Bond is effective the 4th day of November, 2016, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as herein provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA 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 herein before 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

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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 FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such a 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 4th day of November, 2016.

PRINCIPAL

Summit Logistics Group LLC
COMPANY NAME

5911 Oleander Dr, Wilmington
STREET ADDRESS, CITY

NC, 28403, 540 424-8333
STATE, ZIP, PHONE

David Sholar, Managing Member
(type or print Principal officer's name and title)

DocuSigned by:
David Sholar
(Principal officer's signature)

Daniel Johnson
(type or print Witness' name)

DocuSigned by:
Daniel Johnson
(Witness' signature)

SURETY

Developers Surety and Indemnity Company
COMPANY NAME

17771 Cowan Ste 100 Irvine
STREET ADDRESS CITY

CA 92614 949-263-3300
STATE ZIP PHONE

Daniel J. Larson, Attorney-in-fact
(type or print Principal officer's name and title)

(Principal officer's signature)

B. Diane Yeochenko
(type or print Witness' name)

(Witness' signature)

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