

Company Packet





623 Main Ave. E. #208
West Fargo, ND 58078
Toll Free: 866-701-0660
Local: 701-373-0660
Fax: 701-373-0661
MC #552818

Website: www.lvnx-logistics.com

Bank Reference:

Citizens State Bank
912 Burrell Ave. E.
Cooperstown, ND 58425
Contact Person: Jayne Ott
Telephone: 701-797-2921

Trade References:

Fargo Tank & Steel
PO Box 2044
Fargo, ND 58107
Contact Person: Darwin
701-282-2345

3D Specialties, Inc.
PO Box 1615
Fargo, ND 58107-1615
Contact Person: Dewey Schlicht

Abraham Generator Sales Co.
1008 Sunflower Ave. SE
Cooperstown, ND 58425
701-797-4766
Contact Person: April

Carrier References:

GMR Transportation
PO Box 186
West Fargo, ND 58072
701-492-3450
Contact: Bruce Gustafson

Simplex Leasing
8060 36th St. SE
Jamestown, ND 58401
701-252-6451
Contact Person: Crystal

Astle's Trucking
29744 530th Ave.
Deer Park, MN 56527
218-462-2611
Contact: Deb

Carrier/Broker Agreement

This Master Agreement is made this _____ day of _____, 20____, by and between Lynx Logistics, LLC, hereinafter referred to as "Broker" and _____ hereinafter referred to as "Carrier" in consideration of the mutual promises in this agreement and other good and valuable consideration, the parties agree as follow:

1. Carrier is a contract carrier of the property authorized by permit MC# _____ (a copy of which is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to carrier hereunder.
2. Broker is; duly licensed property broker, licensed to arrange transportation of property by License Number MC 552818, and controls the transportation of the commodities to be tendered to carrier hereunder.
3. Carrier hereby retains the service of Broker as its agents for the solicitation and dispatch of merchandise available for transportation by motor vehicle with full power and authority to act on carrier's behalf for the sole purpose of securing merchandise and accepting payment for transportation. Carrier authorizes broker to invoice shipper, receiver, consignor, or consignee for freight charges as an agent for and on behalf of carrier. Payment for the freight charges to broker shall relieve shipper, receiver, consignor of any liability to carrier for non-payment of charges.
4. **Compensation.** As full compensation of the services provided by the carrier pursuant to the terms and conditions of this contract, Broker shall pay carrier in accordance with the rates and charges as provided in this contract. Rates may be established by broker sending a facsimile message to carrier with respect to one or more of the specified shipments which facsimile message will set forth the charges Broker will pay for the shipment or shipments. By picking up the shipment, Carrier agrees to the charges set forth in Broker's facsimile message. Broker agrees to pay carrier for the freight charges as established by the facsimile message described herein within 30 days of receipt by Broker of carriers freight bill, original bill of ladings and delivery receipt(s) signed by the shipper or shipper's agent. Carrier's invoice for such charges shall include Broker's control number.
5. **Transportation Services.** Broker shall provide Carrier with the opportunity to transport, subject to availability of Carrier's equipment at least three shipments per year through the duration of this contract. Broker shall notify Carrier when it has a specific need and desires to hire the services of carrier to perform the transportation services in a prompt, competent efficient manner and within the generally accepted service standards of the trucking industry.
6. The Carrier shall on each movement, issue a uniform (standard) **Bill of Lading** and a inspection report. And the traffic shall move under the terms and conditions of the bill of lading, which shall contain the standard provisions as to the filing and settlement of claims.
7. **Equipment.** The transportation services to be performed by carrier shall be performed with equipment that is in good order, condition and repair, which meets the Dept. of Transportation safety regulations, and which conforms to the shipping requirements of the commodities to be transported by Carrier. Carrier specifically agrees that all freight tendered to it through the Broker shall be transported on equipment operated only under the authority of the Carrier (except tows), and that Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the specific written consent of the Broker.
8. **Compliance With Laws.** With respect to the transportation services provided herein, Carrier shall comply with all applicable laws, rules and regulations whether federal, state, or local. Carrier shall assume full responsibility for and shall pay all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation disability, old age pension, social security insurance) and other financial obligations arising out of the transportation performed hereunder.

Carrier shall defend, indemnify, and hold Broker harmless from and against any and all losses, claims, fines, penalties, judgments, and costs arising or resulting from Carrier's failure to comply with any applicable laws, rules, and regulations.

Lynx Logistics LLC

Carrier: _____

Date _____

Date _____



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

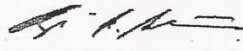
400 7th Street SW
Washington, DC 20590

SERVICE DATE
March 14, 2006

LICENSE
MC-552818-B
LYNX LOGISTICS LLC
WEST FARGO, ND

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.


Angeli Sebastian, Chief
Information Systems Division

BPO

THIS BOND FORM IS TO BE FILLED OUT BY THE PRINCIPAL OR SURETY. IF IT DOES NOT DISPLAY A VALID OMB CONTROL NUMBER, IT IS ESTIMATED THAT THE BUREAU OF ECONOMIC ANALYSIS PERFORMS THE COLLECTION OF INFORMATION. THIS ESTIMATE INCLUDES TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPILING 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 MOTOR CARRIER SAFETY ADMINISTRATION, 400 7TH ST. SW, WASHINGTON, DC 20590.

Form BMC-84

Approved by OMB
2126-0017
Expires: 09/30/2005
License No.
MC- 552818
Bond # 067708 66305286

FILER FMCSA

ACCOUNT NO. _____

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

KNOW ALL MEN BY THESE PRESENTS, That we _____
of _____
as PRINCIPAL (hereinafter called Principal), and _____
Auto-Owners Insurance 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 _____
_____ (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$10,000, 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 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 a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers 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 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, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the _____ 1st day of _____ March _____, 2006, 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 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 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.

...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 16th day of February, 2006.

PRINCIPAL

Name Lynx Logistics, LLC
Address 623 Main Ave. E. #102 A
Telephone No. (734) 373-0660

By _____
(Signature and Title)

Witness _____

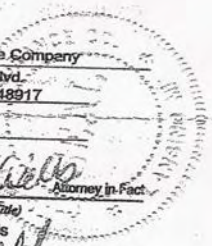
SURETY

Name Auto-Owners Insurance Company
[SEAL] Address 6101 Anacapa Blvd.
Address Lansing, Michigan 48917

Telephone No. (517) 323-1200

By Jennifer L. Wells
(Signature and Title) Attorney in Fact

Witness Lori Hazelton
Lori Hazelton



KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, pursuant to the following Resolution adopted by the directors of the said Company on January 27, 1971, to wit:

"RESOLVED: That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

does hereby constitute and appoint Fred Hannula, Jim House, Scott Carpenter, Suzanne K. Swezey, Joseph Mason, Jason Aapala, Kristina Cassel, Kathy Risher, Jennifer L. Wells, Nathan F. Perma, John Kenney, John T. Quain, William Lee and/or Brent Holtrop, Lansing, Michigan its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, as fully and amply, in all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this 23rd day of November 2005

Attest: S.R. Birn
Secretary

Ronald H. Simon
R. H. Simon, President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 23rd day of November 2005, before me a notary public, came the individual named personally known, who executed the preceding instrument and being by me duly sworn, said that he is the therein described and authorized officer of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN; that the seal affixed to said instrument is the corporate seal of said Company and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at the City of Lansing, the day and year first above written.
My commission expires Sept. 28 2011

Michelle A. Bottum
Michelle A. Bottum Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

S.R. Birn Secretary of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said Auto-Owners Insurance Company of Lansing, Michigan, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that the correct transcript thereof, and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Company at Lansing, Michigan, this 1st day of March 2006

S.R. Birn
Secretary

If the words "UNAUTHORIZED COPY" appears on the face of this document, it renders this document null and void.

**BOND RIDER
(ALL PURPOSE)**

To be attached to and form part of Bond No. 067708 66305286

Executed the 16th Day of February, 2006

In The Penal Sum of (\$10,000.)

By Lynx Logistics As Principal and

The AUTO-OWNERS INSURANCE COMPANY As Surety,

In Favor of FMCSA As Obligee.

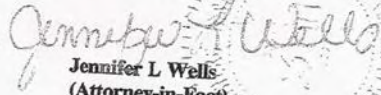
The above mentioned bond covers the aforesaid Principal as Transportation Broker

The aforesaid Principal and Surety hereby agree that:

1. Corrected principal's name-
From: Lynx Logistics
To: Lynx Logistics LLC
2. The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified.
3. This rider shall become effective as of the beginning of the 1st day of March, 2006.

AUTO-OWNERS INSURANCE COMPANY

By:


Jennifer L. Wells
(Attorney-in-Fact)

**Request for Taxpayer
 Identification Number and Certification**

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

Name (as shown on your income tax return)
Lynx Logistics, LLC

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **C**..... Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
623 Main Ave. E. Suite 208

City, state, and ZIP code
West Fargo, ND 58078

List account number(s) here (optional)

Requester's name and address (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.

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

| |
|--------------------------------|
| Social security number |
| OR |
| Employer identification number |
| 20 : 4019321 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ *Neem Singh*

Date ▶ **3/13/2008**

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding.
- 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.