CARRIER PACKET

Thank you for your interest in becoming part of our carrier team. The Dunavant name is synonymous with quality and our carrier relationships are critical to maintaining this reputation. Our brand is only as strong as the carriers who handle our shipments.

In order to execute our broker/carrier relationship, please provide the following:

1. CARRIER PROFILE
2. BROKER-CARRIER AGREEMENT (please make sure the agreement is signed)
3. INSURANCE CERTIFICATE THAT REFLECTS:
   a. $1,000,000 auto liability minimum
   b. $100,000 cargo liability minimum
   c. Dunavant Logistics Group, LLC listed as a certificate holder
4. COPY OF OPERATING AUTHORITY
5. COPY OF W-9

Dunavant Logistics will not use carriers with unsatisfactory and/or conditional safety ratings. All requested documents and information must be received before we can dispatch any DLG loads to your company. Please send all documents via one of the following methods:

   › EMAIL: CS@DUNAVANT.COM (customer service)
   › FAX: (901) 369-1684

Again, thank you for your interest in working with our team and we look forward to building a lasting partnership with your company.
NEW CARRIER PROFILE

Company Legal Name: ________________________________________________________________

Mailing Address: _________________________________________________________________

Physical Address: ________________________________________________________________

Primary Phone: __________________ Secondary: ______________ Fax: ___________________

Website: ______________________________________________________________________

Primary Contact: ________________________________________________________________

Email: ___________________________ Phone: ___________________________

MC#: ___________________________ Dot#: ___________________________

Federal ID#: _______________________ SCAC: ___________________________

Number of Power Units: __________________________________________________________

Dry Vans: _______ Refrigerated: _______ Flat Beds: _______ Specialized Equipment: _______

Number of Company Drivers: ______________ Owner Operators: ______________

Number of Drivers with Hazmat Endorsement: ___________________________________

Please List Primary Service Areas: _______________________________________________

_____________________________________________________________________________

Please List Any Commodities You Will Not Haul: ___________________________________

_____________________________________________________________________________

Notes and/or Comments: _________________________________________________________

_____________________________________________________________________________

_____________________________________________________________________________
PROFILE AND BILLING

Send Correspondence and Invoices to:

DUNAVANT LOGISTICS GROUP, LLC
c/o ACCOUNTS PAYABLE
PO BOX 172248
MEMPHIS, TN 38119

Operating Authority/MC: 222456
Primary Phone: 901.369.1675
Toll Free: 800.621.2582
Fax: 901.369.1684
Email: cs@dunavant.com (customer service / domestic operations)
Bank Reference: SUNTRUST BANK, Memphis, TN

TRADE/CARRIER REFERENCE:

› J.B. Hunt Transport: Chicago, IL 800.637.6930 / fax: 479.8204031
› Max Trans, LLC: Jackson, TN 800.650.9085 / fax: 731.784.7749
› Schneider National Carriers, Inc.: Green Bay, WI 800.558.0136 / fax: 920.403.8644

Founded in 1928 and headquartered in Memphis, TN, Dunavant has gained more than 50 years of experience in logistics and supply chain management as one of the largest global commodities distributors in the world. In 2010, the company expanded its established logistics model beyond commodities to other industries including automotive, food, retail and chemicals.

With focus in four main verticals – global, freight, distribution and consulting, Dunavant provides the knowledge, experience, and technology required to ensure efficiency and effectiveness for its customers.
This Agreement is entered into this ___ day of______, 20__, by and between Dunavant Logistics Group, LLC ("BROKER"), a Registered Property Broker, Lic. No. MC-222456, and ________________________________________, a Registered Motor Carrier, Permit/Certificate No. MC______ ("CARRIER"); collectively, the “Parties”. ("Registered" means operated under authority issued by the Federal Motor Carrier Safety Administration (or its predecessors) within the U.S. Department of Transportation.).

1. CARRIER REPRESENTS AND WARRANTS THAT IT:

   A. Is a Registered Motor Carrier of Property authorized to provide transportation of property under contracts with shippers and receivers and/or brokers of general commodities and holds all necessary, appropriate, and valid U.S. Motor Carrier permits;
   
   B. Shall transport the property, under its own operating authority and subject to the terms of this Agreement;

   C. Makes the representations herein for the purpose of inducing BROKER to enter into this Agreement;

   D. Agrees that a Shipper’s insertion of BROKER’s name as the carrier on a bill of lading shall be for the Shipper’s convenience only and shall not change BROKER’s status as a property broker nor CARRIER’s status as a motor carrier.

   E. Will not re-broker, assign or interline the shipments hereunder, without prior written consent of BROKER. If CARRIER breaches this provision, BROKER shall have the right of paying the monies it owes CARRIER directly to the delivering carrier, in lieu of payment to CARRIER. Upon BROKER’s payment to delivering carrier, CARRIER shall not be released from any liability to BROKER under this Agreement. In addition to the indemnity obligation in Paragraph (1.H) CARRIER will be liable for consequential damages for violation of this Paragraph.

   F. 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: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; owner/operator lease regulations; loading and securing of freight regulations; implementation and maintenance of driver safety regulations including, but not limited to, hiring, controlled substances, and hours of service regulations; sanitation and temperature requirements for transporting food and other perishable products, qualification and licensing and training of drivers; implementation and maintenance of equipment safety regulations; maintenance and control of the means and method of transportation including, but not limited to, performance of its drivers;
G. Will notify BROKER immediately if CARRIER’s Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if CARRIER is sold, or if there is a change in control of ownership of CARRIER; and/or any of its insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

H. (i.) Is subject to the express monetary insurance limits in Paragraph (3.D) as to CARRIER, and BROKERS monetary insurance limits for public liability, and property damage, or such other amounts as mutually agreed by the Parties in writing. BROKER and CARRIER shall defend, indemnify and hold each other harmless from any claims, actions or damages, arising out of their respective performances under this Agreement. Neither Party shall be liable to the other for any claims, actions or damages due to the negligence of the other Party. The obligation to defend shall include all costs of defense as they accrue. (ii.) Except for CARRIER’s liability under Paragraph (1.E), unless otherwise agreed in writing, and regardless of whether the Parties insurance as referred to in sub Paragraph (i.), is valid or provides coverage, the Parties indemnity obligations shall not exceed the monetary insurance limits referred to in sub Paragraph (i).

I. Does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any applicable state regulatory agencies and will notify BROKER in writing immediately if it’s safety rating is changed to “Unsatisfactory” or “Conditional”.

J. Authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment.

K. Has investigated, monitors, and agrees to conduct business hereunder based on the creditworthiness of BROKER and is granting BROKER credit terms accordingly.

2. BROKER RESPONSIBILITIES:

A. SHIPMENTS, BILLING & RATES: BROKER agrees to solicit and obtain freight transportation business for CARRIER to the mutual benefit of CARRIER and BROKER, and shall offer CARRIER at least four (4) loads/shipments annually. BROKER shall inform CARRIER of (a) place of origin and destination of all shipments; and (b) if applicable, any special shipping instructions or special equipment requirements, of which BROKER has been timely notified.

B. BROKER agrees to conduct all billing services to shippers. CARRIER shall invoice BROKER for its (CARRIER’s) charges, as mutually agreed in writing, by fax, or by electronic means, contained in BROKER’s Load Confirmation Sheet(s) incorporated herein by reference (Schedule A, et seq.). Additional rates for truckload or LTL shipments, or modifications or amendments of the above rates, or additional rates, may be established to meet changing market conditions, shipper requirements, BROKER requirements, and/or specific shipping schedules as mutually agreed upon, and shall be confirmed in writing (or by fax) by both Parties. Any such additional, modified, or amended rates, changes in rates shall automatically be incorporated herein by reference as part of Schedule A, Amendment 1, et seq.
C. RATES: Additionally, any rates, which may be verbally agreed upon, shall be deemed confirmed in writing where CARRIER has billed the agreed rate and BROKER has paid it. All written confirmations of rates, including confirmations by billing and payment, shall be incorporated herein by reference as part of Exhibit A, Amendment 1, et seq. Rates or charges, including but not limited to stop-offs, detention, loading or unloading, fuel surcharges, or other accessorial charges, released rates or values, or tariff rules or circulars, shall only be valid when specifically agreed to in a signed writing by the Parties.

D. COMPENSATION: 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 invoice within 5 days of receipt of the bill of lading or proof of delivery, provided CARRIER is not in default under the terms of this Agreement. CARRIER will send its invoices to the following address: Attention: Billing, Dunavant Logistics Group, LLC, P.O.Box 172248, Memphis TN 38119-2248. Product loss / damage claims will be resolved independently of payment of CARRIER’s invoices. Payment and other disputes are subject to the terms of Paragraph (4.D), which provides in part that prevailing parties are entitled to recovery of costs, expenses and reasonable attorney fees. Invoices will be paid by check or wire transfer of immediately available funds in U.S. dollars.

E. BOND: BROKER shall maintain a surety bond / trust fund on file with the Federal Motor Carrier Safety Administration (FMCSA) in the form and amount required by that agency’s regulations.

3. CARRIER RESPONSIBILITIES:

A. EQUIPMENT: Subject to its representations and warranties in Paragraph (1) above, CARRIER agrees, to provide the necessary equipment and qualified personnel for completion of the transportation services required for BROKER and/or its customers. CARRIER will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition in 40 C.F.R. §261. CARRIER agrees that all shipments will be transported and delivered with reasonable dispatch, or as otherwise agreed in writing.

B. BILLS OF LADING: CARRIER shall issue a bill of lading in compliance with 49 U.S.C. §80101 et seq., 49 C.F.R. §373.101 (and any amendments thereto), for the property it receives for transportation under this Agreement. Unless otherwise agreed in writing, CARRIER shall become fully responsible/liable for the freight when it takes/receives possession thereof, and the trailer(s) is loaded, regardless of whether a bill of lading has been issued, and/or signed, and/or delivered to CARRIER, and which responsibility/liability shall continue until delivery of the shipment to the consignee and the consignee signs the bill of lading or delivery receipt. Any terms of the bill of lading inconsistent with the terms of this Agreement shall be controlled by the terms of this Agreement. Failure to issue a bill of lading, or sign a bill of lading acknowledging receipt of the cargo, by CARRIER, shall not affect the liability of CARRIER.
C. LOSS & DAMAGE CLAIMS: (i.) CARRIER shall comply with 49 C.F.R. § Part370.1 et seq. and any amendments and/or any other applicable regulations adopted by the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, or any applicable state regulatory agency, for processing all loss and damage claims and salvage and (ii.) CARRIER’s liability for any cargo damage, loss, or theft from and cause shall be determined under the Carmack Amendment, 49 U.S.C. § 14706; and (iii.). Special Damages: CARRIERS Indemnification liability (Paragraph 1.H) for freight loss and damage claims under this sub Paragraph C (ii) shall include legal fees which shall constitute special damages, the risk of which is expressly assumed by CARRIER, and which shall not be limited by any liability under this sub Paragraph (ii) above. (iv.) Neither Party shall be liable to the other for consequential damages without prior written notification of the loss and its approximate financial amount, and agreement to assume such responsibility in writing. (v.) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within 15 days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this 15 days period shall be deemed admission by CARRIER of full liability for the amount claimed and a material breach of this Agreement. (vi.) CARRIERs liability for cargo damage, loss, or theft from any cause for any one shipment, under sub Paragraph B above, shall not exceed $100,000 unless CARRIER is notified by BROKER or Shipper of the increased value 2 days prior to shipment pick up.

D. INSURANCE: CARRIER shall furnish BROKER with Certificate(s) of Insurance, or insurance policies providing thirty (30) days advance notice of cancellation or termination, and unless otherwise agreed, subject to the following minimum limits: General liability $1,000,000; motor vehicle (including hired and non-owned vehicles), property damage, and bodily injury liability $1,000,000; cargo damage/loss, $100,000; workers’ compensation with limits required by law. Except for the higher coverage limits which may be specified above, the insurance policies shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIERS liability due to any exclusion or deductible in any insurance policy.

E. ASSIGNMENT OF RIGHTS: CARRIER automatically assigns to BROKER all its rights to collect freight charges from Shipper or any responsible third party on receipt of payment from BROKER.

F. INDEMNIFICATION: Subject to the limitations of liability expressly set forth in this Agreement, each party agrees to indemnify, defend and hold the other part harmless, from and against all loss, damage, expense, actions and claims for or from injury or death to persons and damage to or loss of property (collectively “Claims”), to the extent arising out of the indemnifying party’s negligence or misconduct during the Agreement.
4. MISCELLANEOUS:

A. INDEPENDENT CONTRACTOR: It is understood and agreed that the relationship between BROKER and CARRIER is that of independent contractor and that no employer/employee relationship exists, or is intended. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, and nothing contained herein shall be construed to be inconsistent with this provision.

B. NON-EXCLUSIVE AGREEMENT: CARRIER and BROKER acknowledge and agree that this contract does not bind the respective Parties to exclusive services to each other. Either party may enter into similar agreements with other carriers, brokers, or freight forwarders.

C. WAIVER OF PROVISIONS: (i.) Failure of either party to enforce a breach or waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either party to thereafter enforce such a term or provision. (ii) This Agreement is for specified services pursuant to 49 U.S.C. §14101(b). To the extent that terms and conditions herein are inconsistent with Part (b), Subtitle IV, of Title 49 U.S.C. (ICC Termination Act of 1995), the parties expressly waive any or all rights and remedies they may have under the Act.

D. DISPUTES: In the event of a dispute arising out of this Agreement, including but not limited to Federal or State statutory claims, the party’s sole recourse (except as provided below) shall be to arbitration. 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 BROKER’s sole discretion. Arbitration proceedings shall be started within eighteen (18) months from the date of delivery or scheduled date of delivery of the freight, whichever is later. 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 binging and final and the award of the arbitrator may be entered as judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as those incurred in any arbitration proceeding or any action for injunctive relief, or in the event further legal action is taken to enforce the award of arbitrators. Arbitration proceedings shall be conducted at the office of the AAA, ADR or TAM nearest 959 Ridgeway Loop, Ste 205 Memphis, TN 38120 or such other place as mutually agreed upon in writing or directed by the acting arbitration association. Provided, however, either Party may apply to a court of competent jurisdiction for injunctive relieve. Venue for any such action shall be in state of Tennessee. Unless preempted or controlled by federal law and regulations, the laws of the state of Tennessee shall be controlling. The arbitration provisions of this paragraph shall not apply to enforcement of the award of arbitration.
E. NO BACK SOLICITATION: CARRIER shall not knowingly solicit freight shipments from any shipper, consignor, or consignee, or other customer of BROKER, when: such shipments of the shipper, consignor, or consignee or BROKER customer were first tendered to the CARRIER by the BROKER. In the event of breach of this provision, BROKER shall be entitled, for a period of 90 days following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of 15% of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. In the event BROKER has to seek injunctive relief and is successful, CARRIER shall be liable for all costs and expenses incurred by BROKER, including, but not limited to, reasonable attorney’s fees.

F. CONFIDENTIALITY: (i.) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all of their financial information and that of their customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent. (ii.) In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney’s fees.

G. The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America may be subject to the laws of the country of origination.

H. MODIFICATION OF AGREEMENT: This Agreement and Exhibit A et.seq. attached may not be amended, except by mutual written agreement, or the procedures set forth above (Paragraphs 2.B and 2.C).

I. NOTICES: (i.) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the addresses shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax. (ii.) THE PARTIES shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement. iii. Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. CONTRACT TERM: The term of this Agreement shall be one year from the date hereof and thereafter it shall automatically be renewed for successive one (1) year periods, unless terminated, upon thirty (30) day’s prior written notice, with or without cause, by either Party at any time, including the initial term. In the event of termination of this Agreement for any reason, the Parties shall be obligated to complete performance of any work in progress in accordance with the terms of this Agreement.
K. SEVERANCE: SURVIVAL: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the parties hereunder shall survive termination of this Agreement for any reason.

L. COUNTERPARTS: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

M. FAX CONSENT: The Parties to this Agreement are authorized to e-mail or fax to each other at the numbers shown herein, (or otherwise modified in writing from time to time) shipment availabilities, equipment and rate promotions, or any advertisements of new services.

N. FORCE MAJEURE: If either party is unable to perform its obligations for the other party due to acts of God or government, the public enemy, fire, flood, labor dispute, civil disorder, public highway closure, and other circumstances beyond the control of the performing parties, the terms of this Agreement shall be suspended until such time as performance is reasonably able to be completed. The nonperforming party shall promptly notify the other of the cause of such delay.

O. ENTIRE AGREEMENT: Except for Schedules and Exhibits and its amendments, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. 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, we have signed this Agreement the date and year first shown above.

(BROKER)
Authorized Signature: _______________________
Printed Name: ______________________________
Title: _______________________________________ 
Company Address: __________________________ 
____________________________________________
Phone: ______________________________________
Fax: _________________________________________
E-mail: _____________________________________

(CARRIER)
Authorized Signature: _______________________
Printed Name: ______________________________
Title: _______________________________________ 
Company Address: __________________________ 
____________________________________________
Phone: ______________________________________
Fax: _________________________________________
E-mail: _____________________________________

DUNAVANT.COM  |  888.955.3547
U.S. Department of Transportation
Federal Motor Carrier Safety Administration

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

SERVICE DATE
August 3, 2011

DECISION
MC-222456
CENTRIX LOGISTICS, INC.
MEMPHIS, TN
REENTITLED
DUNAVANT LOGISTICS GROUP, LLC

On July 28, 2011, 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 DUNAVANT LOGISTICS GROUP, 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://ii-public.fmcsa.dot.gov. Any other questions regarding the action taken should be directed to (202)366-9305.

Decided: July 29, 2011
By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief
Information Technology Operations Division
NCA
PROPERTY BROKER’S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we, Dunavant Logistics Group, LLC, (Name of Surety),

as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General Insurance Company, a corporation, (Name of Surety),

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 Arizona (hereinafter called Surety) are held and

firmly bound unto the United States of America in the sum of $250,000, 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. 13903, 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, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 15th day of March, 2013, 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, D.C., 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 herebefore described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Principal for 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 supplying for 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 above, and that such company is qualified to make this filing under Section 357.315 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 15th day of March, 2013.

PRINCIPAL
Name: Dunavant Logistics Group, LLC
By: Karen Hjerpe, Director of Operations
Witness: Russell Cherry

SURETY
Name: Southwest Marine and General Insurance Company
By: Lisa Gelsomino, Attorney-in-Fact
Witness: Gabriela Toto
Date: _______________________

Company Name: ________________________________
Address: ________________________________
Address: ________________________________

To: ________________________________

Dunavant Logistics Group, LLC is a participant in the Customs-Trade Partnership against Terrorism (C-TPAT), a voluntary government - business partnership for cargo security. Part of our responsibilities under this program is to ensure that all of our business partners have a security program in place that mirrors C-TPAT participation.

Currently, we outsource one or more of the following services to your company:

Service(s): ________________________________

In order to support our C-TPAT program and ensure our continued business relationship, please provide the following:

1) If you are participating in C-TPAT, please provide us with your SVI number;
2) If you are not participating in C-TPAT, please review the guidelines of the program at www.cbp.gov and confirm in writing that you are in compliance with the requirements of the program;
3) Please provide us with a written verification of your compliance with C-TPAT guidelines through a written and verifiable process; please provide confirmation that your firm will respond to any requests from our team for an onsite cargo security review;
4) Verify that your firm does not further subcontract any service we hire or contract your group to perform.

This information must be provided to our firm no later than ________________

Respectfully,

[Signature]
Karen Hjerpe
Director, Global Operations & Compliance
Dunavant Logistics Group, LLC
# BUSINESS PARTNER REVIEW FORM

## A. NAME of FACILITY

1. Date of Assessment: 
2. Facility Name: 
3. Facility Address: 
4. City / Province: 
5. Postal/Zip Code: 
6. Country: 
7. Facility Contact Person(s) and Title(s): 
8. Phone #: 
7. Fax #: 
8. Email: 

Types of Service provided:

## B. BASIC FACILITY INFORMATION

9. How many buildings are operated at this location? 
10. Facility building(s) owned, rented, or leased? 
   - [] Owned 
   - [] Rented 
   - [] Leased 
11. Size(s) of the building(s) (square meters) 
12. Construction of buildings? 
   - [] Concrete 
   - [] Wood 
   - [] Metal 
   - [] Other 
13. What is the current number of employees at this location? 
14. How many days per week does the facility currently operate? 
15. Other registrations/certifications, if applicable: 
16. Does the facility load shipping containers with finished product on-site? 
   - [] YES 
   - [] NO 
   - N/A
### C. SECURITY PROCEDURES

<table>
<thead>
<tr>
<th></th>
<th>YES</th>
<th>NO</th>
<th>SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.</td>
<td>Does the facility have a Security Policy (System, Procedure, or Manual) that is documented in writing? (Note: This may be a stand alone document or part of a Quality Manual or Procedures Manual)</td>
<td></td>
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<tr>
<td>18.</td>
<td>Is there a designated manager or team responsible for security?</td>
<td></td>
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<tr>
<td>19.</td>
<td>Does the facility have procedures in place to protect against un-manifested or unapproved parts, components or raw materials being introduced into production?</td>
<td></td>
<td></td>
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<tr>
<td>20.</td>
<td>Does the facility have procedures for monitoring and documenting the movement of inbound and outbound products?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Does the facility have procedures in place to protect against un-manifested or unapproved finished products being switched with or placed with acceptable products before shipment from the facility?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Does the facility have procedures for verifying and securing seals on incoming and outgoing shipping containers, trailers, railcars, trucks?</td>
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<tr>
<td>23.</td>
<td>Does the facility have proper storage of empty and full containers to prevent unauthorized access?</td>
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<td>24.</td>
<td>Does the facility have procedures for comparing cargo against manifest documents (proper marking, weighing, counting, etc.)</td>
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<td>25.</td>
<td>Does the facility have procedures for notifying local law enforcement and other authorities (i.e. Customs) in cases where anomalies or illegal activities are detected, or suspected?</td>
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<tr>
<td>26.</td>
<td>Does the facility have a vendor certification program for raw materials vendors?</td>
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<tr>
<td>27.</td>
<td>In the case of authorized subcontracting, does the facility supervise subcontractors to ensure compliance with security issues?</td>
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<tr>
<td>28.</td>
<td>Is the facility's document filing system for client information, product specifications, manifests, and security procedures/records restricted and secure?</td>
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<tr>
<td>29.</td>
<td>Does the facility restrict access to files, telephones, computers, computer disks and storage devices, fax machines and similar equipment and is this equipment located in secure areas at all times?</td>
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### D. PHYSICAL SECURITY

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<th>YES</th>
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<tbody>
<tr>
<td>30.</td>
<td>Does the facility have a perimeter fence? Is it maintained?</td>
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<td>31.</td>
<td>Is there functioning lighting inside and outside the facility?</td>
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<tr>
<td>32.</td>
<td>Does the facility have dedicated security guard(s) on duty?</td>
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<tr>
<td>33.</td>
<td>Does the facility have an electronic security system? (working security CCTV cameras, electronic motion detectors, automatic alarms, etc.)</td>
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<tr>
<td>34.</td>
<td>If facility has an electronic security system, is a documented procedure in place to service and test the system?</td>
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<tr>
<td>35.</td>
<td>If facility has an electronic security system, do the cameras or sensors cover all critical areas (external exit doors, loading docks, production areas, etc.)</td>
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<tr>
<td>36.</td>
<td>If facility has security cameras, are the recorded tapes maintained in a secure area for at least 30 days?</td>
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<tr>
<td>37.</td>
<td>Does the facility provide for segregation and marking of international, domestic, high-value, and dangerous goods cargo within the facility by a safe, caged or otherwise fenced-in area?</td>
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<td>38.</td>
<td>Are incoming trucks/trailers/containers subject to inspection?</td>
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<tr>
<td>39.</td>
<td>Are outgoing trucks/trailers/containers subject to inspection?</td>
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<tr>
<td>40.</td>
<td>Does the facility have a separate parking area for private vehicles separate from the shipping, load dock, and cargo areas?</td>
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### D. FACILITY ACCESS AND CONTROLS

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<tbody>
<tr>
<td>41.</td>
<td>Does the facility have a system in place to prevent unauthorized access to Production, Shipping, Loading Dock and Cargo areas?</td>
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<tr>
<td>42.</td>
<td>Does the facility restrict employee/visitor access to keys and security systems/codes?</td>
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<tr>
<td>43.</td>
<td>Does the facility require positive identification of all employees, visitors, and vendors?</td>
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<td>44.</td>
<td>Does the facility require all visitors to “sign in”? Does the facility verify all visitors have signed out?</td>
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<td>45.</td>
<td>Are all employees issued ID badges?</td>
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## E. Personnel Security

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<tbody>
<tr>
<td>46. Does the facility's Security Policy state that dangerous or prohibited products may not be brought onto the premises? (Fire arms, explosives, weapons, narcotics, etc.)</td>
<td>☐</td>
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<tr>
<td>47. Are employee's personal items (brought onto or stored at the facility premises) subject to inspection?</td>
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<td>48. Does the facility conduct employment screening and interviewing of prospective employees including periodic background checks and application verifications?</td>
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<td>49. Does the facility have documented procedures for terminated employees to ensure return of security instruments (access cards, ID's, keys, etc.)</td>
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<td>50. Does the facility have a documented schedule for security training?</td>
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<tr>
<td>Total Points:</td>
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