

Citistate Freight Inc., would like to express our gratitude for the opportunity to serve you. Our commitment is to provide unrivaled support and services by meeting your needs in a timely manner. Below, you will find a list of the documents attached in the following pages:

- Broker-Carrier Agreement (As it pertains to you)
- License and Authority with MC and DOT Numbers
- W-9
- Certificate of Insurance

Enclosed you will find the carrier set-up packet for CITISTATE FREIGHT INC. To

insure prompt settlement, please complete the following in full:

- Broker-Carrier Agreement (pgs. 2-5)
- Carrier Profile & Billing Information (pg. 6)
- Payment Options, Fuel Advances, Equipment Information (pg. 7)
- Certificate of Insurance Instructional Sheet (pg. 8)
- Statement of Workers' Compensation Election Form (pg. 9)
- Direct Deposit / Wiring Authorization Form (pg. 10)
- Copy of Company W-9 (must attach)

*** Initials & Date are required on ALL PAGES ***

Vision Statement

Our primary purpose as an organization is to deliver high quality business services in operations, management and logistics. We will continue to be known as the firm where personal attention will never become obsolete. We focus on each carrier as an individual which all solutions, forecast, and strategy will be tailored our partner's want and needs.

Values

Our company, consultants and project work are defined by six core values, which form an integral part of our identity and operations:

• Integrity – Always dealing with our carriers, clients and our colleagues in a fair and ethical manner; gaining trust through our actions.

Respect – Respect is ONLY GIVEN. Never requested. Never demanded. ONLY GIVEN.

• Knowledge – Everyday should be a learning experience. We strive to know what we don't know.

• Service – Quality in everything we do, having a service-mindset when dealing with carriers and demanding a lot of ourselves. We exist to create value.

• Leadership – Leadership both within the firm with respect to developing our next generation of leaders and in our communities helping to provide a better tomorrow.

• Enthusiasm – Employing and nurturing staff with a passion for providing the highest-level quality service to our carriers.

BROKER-CARRIER AGREEMENT

 THIS AGREEMENT, made and entered this day of _______
 20 _____ by and between,

 CITISTATE FREIGHT INC. ("Broker"), and _______
 ("Carrier"), with principal offices at: ______

 ________in the State of ______. WITNESSETH

Whereas, Carrier is a contract and/or common carrier, authorized by the Federal Highway Administration, identification number MC: ________ sub _______, (a copy of said authority being attached hereto) to conduct operations and provide transportation service in interstate and foreign commerce through the transportation of General commodities (except household goods), between points in the United States; and

Whereas, Broker is a broker of general commodities (except household goods), duly authorized by the Federal Highway Administration, identification number MC-028591, (a copy of said authority being attached hereto) to arrange for the transportation of property by motor carriers: and Whereas, Broker requests to be of service to Carrier from time to time.

Now therefore, in consideration of the foregoing premises and promises contained herein, Carrier and Broker to as follows:

1. Broker hereby agrees to tender freight to Carrier, and Carrier hereby agrees to pick up, transport, provide and deliver services, as Broker shall require on all such freight handled by Carrier for Broker,

2. Carrier is and shall serve Broker as an independent contractor, not as an agent or employee, and Carrier shall make all arrangements it deems necessary and appropriate to provide sufficient personnel and motor vehicle equipment to provide transportation service inclusive of this Agreement. Broker is not and will not be responsible for any debts or obligations incurred by Carrier in the performance of its business. Nothing in this Agreement shall be construed as creating any partnership or joint venture between the parties. Neither party shall be liable for any obligation; by the other, except as specified.

3. This Agreement shall remain in effect for (1) one year from the date aforementioned, if not canceled, shall renew itself for additional periods of one (1) year. Either party may terminate this Agreement upon thirty (30) days written notice of intention to terminate. Termination may be with or without cause, Termination of this Agreement shall not release either party from any liability to the other arising pursuant to this Agreement, whether such was ascertained at the time of termination.

4. Carrier warrants that it is a carrier in good standing with the Federal Motor Carrier Safety Administration and Carrier does not have an "Unsatisfactory" safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, or any provincial regulatory authority and will notify Broker in writing immediately if its safety rating changes to "Unsatisfactory" or "Conditional"

5. Carrier warrants that all services provided pursuant to this contract will be rendered by it in equipment which it owns and/or operates.

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6. Carrier agrees not to re-broker, assign or interline the shipments hereunder, without prior written consent of the Broker. Double Brokerage is strictly prohibited, if the Carrier breaches this provision, Broker shall have the right to pay the monies it owes to the Carrier whom delivered the load, in lieu of payment to Carrier. The Carrier is not released from any liability under this agreement.

7. Carrier shall comply with all laws, rules and regulations of any duly constituted governmental authority affecting the performance of the transportation services to be rendered pursuant to this Agreement. Carrier will be solely responsible for any acts, omissions, and/or violations by its employees or agents and will defend and save Broker harmless from any fine, penalty, or liability that may result from such acts or Violations; provided however, that this paragraph shall not apply to any wrongful or negligent acts, omissions, or violations by the Broker, its agents or employees. Carrier shall indemnify and hold harmless Broker and its customer for all claims, fines, losses and causes of action including expenses and attorney's fees arising out of carrier's performance of the duties and obligations under this contract.

8. On all shipments tendered to Carrier pursuant to this Agreement, compensation shall be paid "by Broker to Carrier in the amount set forth on Broker's load confirmation, varying per load yet a part hereof, provided, however, that the parties hereto may at any time, agree in writing or orally to be subsequently confirmed in writing, to change such compensation for any specific shipment of shipments.

^{9.} Carrier shall invoice Broker within 14 days of delivery. All invoices shall include the following: (1) if applicable, a written addendum to the broker load rate confirmation by carrier, and broker's acknowledgement of any change in compensation for a specific shipment or shipments and (2) carrier's freight bill with original or certified original bill of lading signed by the consignee at point of delivery. All bill of lading's must be submitted in legible form. Broker will endeavor to pay carrier within 30 days of receipt and warrants that it will transmit payments received from its customers for service provided by carrier without delay. Broker shall be solely responsible for paying freight charges, Carrier waives all recourse to the consignor or broker's customer for collection of charges. Double brokering is prohibited and will void this negotiation & carrier will forfeit payment.

10. Carrier hereby represents that it is a motor common or contract carrier duly authorized by the Federal Highway Administration to perform the transportation as provided herein and that all transportation performed by it for and on behalf of Broker shall be as a contract carrier pursuant to the terms and conditions of this Agreement. Carrier further represents that while it may also hold authority from the Federal Highway Administration to operate as a motor carrier, no transportation will be performed by it for and on behalf of Broker as a motor carrier and Carrier's rates and tariffs file with the Federal Highway Administration as a motor carrier shall not, under any circumstances, be applicable to any transportation which it shall perform for and on behalf of Broker while this Agreement is in effect.

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11. Carrier agrees always to carry public liability, property damage and cargo liability insurance policies with reliable insurance companies or companies approved by Broker in amounts and with limits specified or approved by Broker. Broker will be named as additional insured under the Carrier's auto and general liability insurance and a loss payee under the cargo insurance. Carrier will, upon request, promptly furnish Broker with Certificates of Insurance or other acceptable evidence of coverage and name Broker as certificate holder and specifying that written notice of cancellation or modification of the policies shall be given to Broker at least 10 days prior to such cancellation or modification. Nothing in this agreement shall be construed to avoid Carriers liability due to any exclusion or deductible in any insurance policy. Carrier shall maintain the following minimum coverages: 1. Auto Liability in the amount of \$1,000,000 per occurrence; 3. Worker's Compensation Insurance in the amount required by state law; 4. All Risk Motor Cargo Insurance coextensive with carrier's legal liability in the amount of \$100,000 per occurrence.

12. Carrier shall defend, indemnify and hold Broker its insurer and its shipper customer harmless from all claims, liabilities and all expenses including attorney's fees relating to or arising from the transportation services hereunder, provided however, that nothing in this section shall require Carrier to indemnify Broker against any claim or liability which results from any negligent or willful act or omission on the part of the Broker, its agents or employees.

13. Carrier shall accept cargo liability for loss, damage and delay in accordance with 49 C.F.R. §14706. All claims will be processed subject to 49 C.F.R. §370 and the terms and conditions of the Uniform Domestic Bill of Lading. Broker reserves the right to offset pending cargo claims against freight charges otherwise due and owing until such claims are otherwise settled.

14. In the event of an overcharge, over collection, duplicate payment, or claim for loss, damage or injury filed with Carrier, Carrier agrees that Broker shall have the right to set-off an amount sufficient to cover the overcharge, over collection, duplicate payment of claim, and to deduct and withhold such amount from any freight charge payments due Carrier.

15. During the term of this contract and any extension thereof, and for a period of one year from the cancellation date, Carrier agrees that neither it nor its employees and agents will back solicit any shipper, nor will it transport any traffic which it first handled as a result of transportation provided pursuant to this contract. Upon any violation of this provision, Carrier shall pay to Broker as liquidated damages, 25% of the gross revenue derived from the handling of such shipments plus legal fees and costs incurred in enforcing this provision.

16. This Agreement may not be assigned by either party, but shall extend to and be binding upon the heirs, executors, successors or assignees of Broker and Carrier.

17. This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

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18. This Agreement shall be governed by and construed in accordance with the Laws of the State of California and in the event, that any action against the carrier for damages or loss for the failure to perform under this agreement or breach under this agreement, it is agreed that venue is in: The County of Orange, State of California. Furthermore, Carrier agrees that Broker is entitled to recover reasonable attorney fees for such breach.

19. Any load that is delayed by Carrier, Carriers Driver or any other employee of the Carrier, other than by random acts of God, is subject to a deduction of a minimum of 500.00 per day delayed, from the Carrier's invoice. In the case of Brokers customer requiring restitution or compensation for the delay, Carrier will be held responsible for such restitution or compensation.

This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior Agreements and understanding, either oral or written, Amendments or modification to this Agreement shall be in writing and must be signed by a duly authorized representative of each party hereto. IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

CARRIER NAME:		
ADDRESS:		
PRINT NAME:	TITLE:	
SIGNATURE:	DATE:	

CARRIER PROFILE

Company Name:		
D/B/A (Doing Business As):		
DISPATCH CONTACT INFORMATION		
Contact Person(s):		
Main Phone #:	Fax #:	
After Hours #:	E-mail Address:	
OPERATING AUTHORITY		
Federal Authority: MC#:	US DOT#:	SCAC:
Authority Type: Contract: Common	n: Broker: Fre	ight Forwarder:
DOT Rating: Satisfactory Conditi	onal Not Rated _	
Address:		
City:	State: Zip C	Code:
Operating as (check one): Corporation Federal Id #(FEIN):		
Do you factor your invoices? Yes	No	
If YES, whom do you factor with?		
Company Name:		
Address:		
Contact Name:	Phc	one:
Email:		

PAYMENT OPTIONS

ALL LOADS ARE PAID VIA NET 30 UNLESS SPECIFICALLY DISCUSSED BEFOREHAND WITH BROKER

ALL LOADS ARE PAID VIA CHECK THROUGH MAIL UNLESS DISCUSSED BEFOREHAND

Please speak to the agent you are working with immediately if special circumstances need be applied.

EQUIPMENT INFORMATION

Please indicate by circling the type of Equipment you have and the number of units:

Number of Tractors:	-	
Trailer Types:	48 FT	53 FT (Provide number of each)
Reefers:		
Dry Vans:		
Flatbed/Stepdeck:		
RGN/DD/Lowboy:		
Specialized equipment:		
Operate in all states: Y or N		
Dual Authority (Canada/Me	x): Y or N	
Primary operating lanes, Op	eration G	oals, Misc. Info:

Certificate of Insurance Instructional Sheet

****CARRIER: PLEASE FORWARD REQUEST TO YOUR INSURANCE AGENT****

Motor Carrier Name	2:
Address: _	
-	
Insurance Agent:	
Address:	
Phone:	
Fax number:	

Dear Agent: Please provide a standard certificate of insurance showing liability limits required under section 49 CFR – U.S.C. 11707 and cargo insurance in the amount of not less than \$100,000. *The certificate must also list CITISTATE FREIGHT INC. as certificate holder and additionally insured.* The cargo must include "Reefer Breakdown Limits," if applicable. This certificate shall require the insurance agent to give CITISTATE FREIGHT INC. written notice thirty (30) days prior to the cancellation of such coverage.

PLEASE ADD US AS CERTIFICATE HOLDER:

CITISTATE FREIGHT INC.

23172 Plaza Pointe Dr. #165

Laguna Hills, CA 92653

This certificate should be sent via e-mailed by respective insurance company to:

Statement of Election NOT Maintain Workers' Compensation Coverage

To CITISTATE FREIGHT INC., Carrier Compliance:

The undersigned, as an authorized representative of the carrier set forth below, hereby warrants and represents to broker that such carrier is not required by law to maintain Workers' Compensation Insurance, and further that it has elected not to maintain such insurance.

In the event that carrier subsequently either (1) becomes subject to pertinent Workers' Compensation law, or (2) carrier's maintenance of Workers' Compensation Insurance remains elective but carrier elects to maintain such insurance, then carrier will provide broker with evidence of such insurance in compliance with the terms of the pertinent agreement between the parties.

IN WITNESS, WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written

Company Name:	
Address:	
Print Name:	_ Title:
Signature:	_
Date://	

N.	2 Business name/disregarded entity name, if different from above			
	CITISTATE FREIGHT INC.			
Print or type See Specific Instructions on page	Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC	Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)	
Print or type c Instruction:	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in		Exemption from FATCA reporting	
nt c	the tax classification of the single-member owner.	code (if any)		
2 5	□ Other (see instructions) ►		(Applies to accounts maintained outside the U.S.)	
pecifi	5 Address (number, street, and apt. or suite no.) 23172 PLAZA POINTE DR	Requester's name a	and address (optional)	
e S	6 City, state, and ZIP code			
Se	LAGUNA HILLS CA 92653			
	7 List account number(s) here (optional)			
Par	t I Taxpayer Identification Number (TIN)			
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av		curity number	
reside	p withholding. For individuals, this is generally your social security number (SSN). However, f nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to ge</i>			
TIN or	n page 3.	or		
Note.	If the account is in more than one name, see the instructions for line 1 and the chart on page	4 for Employer	identification number	
guidel	ines on whose number to enter.	8 2	- 1 5 9 7 1 9 9	
Par	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.

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

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 3.

Sign	Signature of	()
Here	U.S. person ►	/

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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)
- brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Date ► 08/06/2019

- 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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

FMCSA Motor Carrier

USDOT Number: **3009986** Docket Number: **MC028591** Legal Name: **CITISTATE FREIGHT INC**

DBA (Doing-Business-As) Name



Addresses					
Business Address:	23172 PLAZA POIN LAGUNA HILLS, CA				
Business Phone: Mail Address:	8448416621	Business Fax:			
Mail Phone:		Mail Fax:		Undeliverable Mail: No	D
Authorities					
Common Authority: Contract Authority: Broker Authority: Property:	NONE NONE ACTIVE YES	Application Pending: Application Pending: Application Pending: Passenger:	NO NO NO NO	Household Goods:	NO
Private:	NO	Enterprise:	NO		
Insurance Requirem	ents:				
BIPD Exempt: NO	BIPD Waiver:	NO BIPD Required:	\$0	BIPD on File: \$0	
Cargo Exempt: NO)	Cargo Required:	NO	Cargo on File: NO	
BOC-3: YE	S	Bond Required:	YES	Bond on File: YES	
P	Process Agents desig	gnated by carrier.			
Comments:					
Active/Pending Insu	rance:				
Form: 85		RUST FUND	Poste	ed Date: 05/25/2017	*
Policy/Surety Num		Coverage From		\$0 To:	\$75,000
Effective Date: 05	5/25/2017	Cancellation Date	e:		
		ASSOCIATION, INC.			
Attn:	CLAIMS DEPARTME 12707 HIGH BLUFF				
Address:	SAN DIEGO, CA 92				
Telephone:	(800) 595 - 2615	Fax: (623) 209 - 2610			
i olophono.	10000 2010				

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

FMCSA Motor Carrier

USDOT Number: 3009986 Docket Number: MC028591 Legal Name: CITISTATE FREIGHT INC

DBA (Doing-Business-As) Name



Rejected Insurances:					
Form: Policy/Surety Number: Received: Rejected Reason:		age From: Rejected:	\$0	To:	\$0
Insurance History:					
Form: Policy/Surety Number: Effective Date From:	Type: Covera To:	ge From	\$0 Disposition:	To:	\$0
Insurance Carrier Attn: Address:					
Telephone:	Fax:				
Authority History:					
Sub No. Authority Type	Original Action		Disposition A	Action	
PROPERTY BROK	ER GRANTED	06/09/2017	7		
Pending Application: Authority Type		Filed	Status	Insurance	BOC-3
Revocation History: Authority Type 1st Serve Date 2nd Serve Date Reason					