



SPI INTERNATIONAL TRANSPORTATION
DOT TRANSPORT BROKER MC 253915 • A DIVISION OF SILVER PACIFIC INVESTMENTS INC.

FACSIMILE TRANSMISSION of 7 pages total.

Attn:

Company:

Fax#:

From:

Date:

SPI Office:

CARRIER SET-UP INFO:

**To reconfirm all of our database information- we would like the following documents to confirm our records please: -have the appropriately authorized person sign and complete the attached Transportation Agreement, then return the following:

- ➔ **Remittance info & Transportation Agreement**, completed and signed;
- ➔ **Valid Insurance** (Cargo Liability & General or Automobile Liability); and
- ➔ **Authorities**

by fax to SPI head office at 866-383-0393, prior to loading your next load.

DISPATCH REQUIREMENTS:

You will receive a computer generated, SPT numbered, load confirmation for each load you move for SPI, confirming the details and terms of the move as per agreement reached by phone. Every load **MUST** be confirmed in writing. Please sign the confirmation prior to loading as an indication of your receipt, and return by fax to the number indicated on the bottom.

Alert YOUR Billing Department about the following requirements to expedite the processing and payment of your invoices:

IMPORTANT BILLING PROCEDURES:

All billing must be mailed to SPI's head office at the address indicated on the bottom of the load confirmation. Your invoice **MUST** reference SPI's PRO# (SPT-0????) for each load moved; this number is found at the top of the load confirmation faxed to your dispatcher prior to loading. The signed shippers bill of lading must be attached to your invoice as proof of delivery.

ONLINE ACCESS:

After billing you will be able to confirm your exact payment schedule at www.spitrans.com. Please select 'Carriers' on the Website for several options. For future business opportunities check out our Website where currently available loads are automatically posted.

CARRIER REMITTANCE & DATA SHEET

NOTE! The following information **MUST BE COMPLETED IN FULL** to register your company with SPI:

Full Legal Company Name: DOT Dkt#: MC-.....

Physical Address (PO Box not acceptable):

City: State: Zip:

IMPORTANT! Does your company factor invoices? [] Yes, [] No. Co.Web site:

REMIT TO COMPANY NAME, (if different than above):

Remittance Mailing Address:

City: State: Zip: Receivables Contact:

Remit Contact E-mail:Receivables Phone: Receivables Fax:

CONTACT INFORMATION: Dispatch Contact: E-mail:

Dispatch Phone: Dispatch Watts: Dispatch Fax:

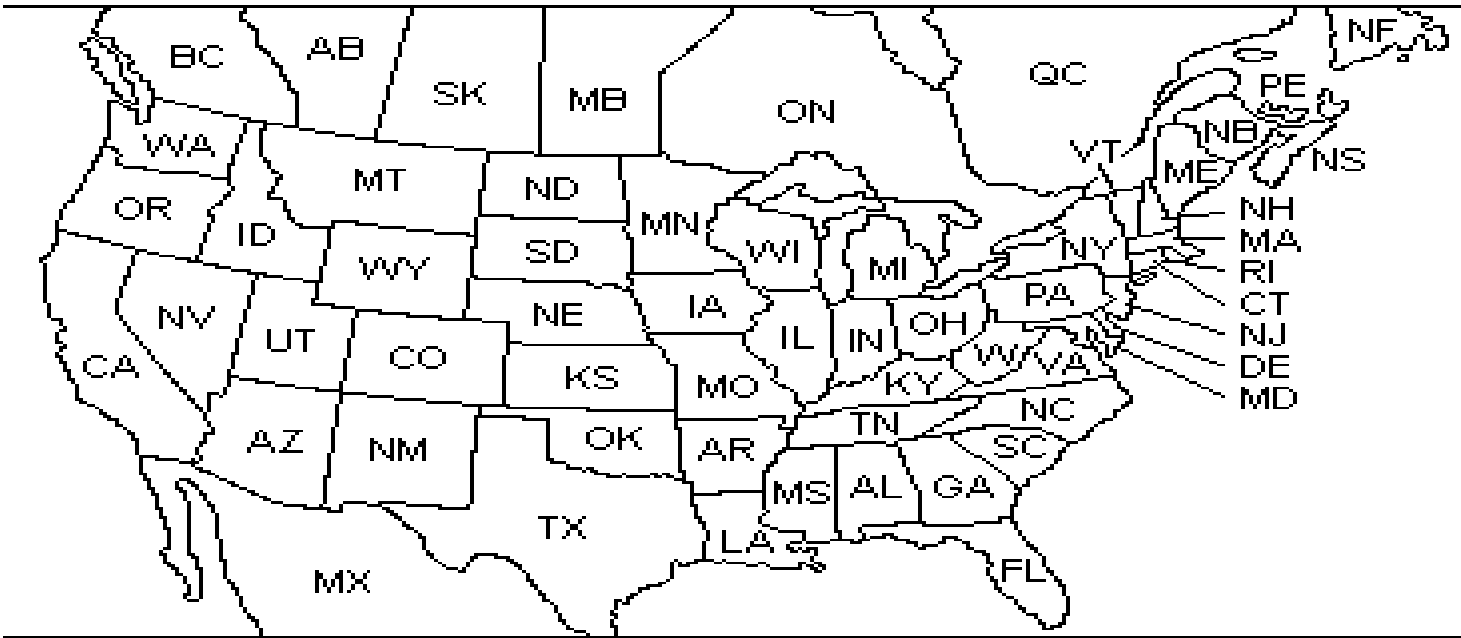
Rates Contact: Rates Phone: Rates Fax:

After Hours or Emergency Contact: After Hours or Emergency Phone:.....

Is your Dispatch Computerized: [] Yes, [] No. Computer Program Name:

INSURANCE INFORMATION*: Contact Name: E-mail:

Phone: Fax: ***Attach copy of insurance certificate to facsimile**



OPERATIONS INFORMATION: Circle preferred area of operation above.

List Preferred Lanes:

List Backhaul or Flat Lanes that we can help with:

Are your trucks on satellite?: Do drivers carry cell phones?:

TYPES OF EQUIPMENT:

<u>REEFERS</u>	48ft	53ft	<u>FLATDECKS</u>	48ft	53ft	<u>HEAVY-HAUL</u>
Tandem	Sidekit	.....	.....	<u>Double Drop</u>
Tridem	Tandem	.....	.....	10 Axle
Flush Mounted	Tridem	.....	.....	12 Axle
Multi Temp	Trombone	.....	.....	13 Axle
Smart Reefer	<u>STEPDECKS</u>			19 Axle
Wooden Floor	Sidekit	.....	.....	Expandable
Shute	Tandem	.....	.....	RGN
<u>VANS</u>			Tridem	.....	.....	Other?.....
Tandem	Trombone	.....	.....	.....
Tridem	<u>Super-B/Maxi</u>	Yes....	No....	.....
Logistics	<u>FLEETSIZE (# Power Units)</u>	.....	.....	.....
Curtain Sided

Please fill out any and all details that reflect your available equipment.

Please check if your services include: HAZMAT [.....] Teams [.....] Air Ride [.....]

CUSTOMS INFORMATION:

US Custom Bond #: Canadian Custom Bond #:

Is your company registered with USA/CDN Customs and Border Protection (CBP) as a Free and Secure Trade (FAST) Registered Highway Carrier for loads coming from Canada into the USA? [] Yes, [] No

FAST Card Number: How many drivers have a FAST Card:

Is your company C-TPAT certified (Customs Trade Partnership Against Terrorism)? [] Yes [] No

- Information on applying for the C-TPAT and FAST program go to www.cbp.gov under Quicklinks click on C-TPAT there is information and links for applying to both programs

(Standard Carrier Alpha Code – issued by the NMFTA) SCAC Code:

- To apply for a SCAC code go to <http://www.nmfta.org> or call 703-838-1810 once certificate of Assignment is issued must be faxed to CBP at 703-921-7173 attention Charles A. Bennett.

Do your drivers currently have the carrier specific PAPS (Pre-Arrival Processing System) barcodes: [] Yes [] No

- You can ask any customs broker to have PAPS labels made for your company once you have a SCAC code. You can alternatively have your local printer make them but make sure you have all the information in the proper spot, size, font etc. or will not be allowed.
- For a complete list of all Custom Broker Filer codes (required on PAPS barcodes) go to www.cbp.gov go to Importer then Broker Management.

CARRIER:

Print Signatories Name:

Print Signatories Title:

By: Signature:

TRANSPORTATION AGREEMENT

This Master Agreement between,,the company detailed previously on the Carrier Remittance & Data Sheet (a copy of which is attached hereto as Appendix A and made a part hereof), hereinafter designated as **CARRIER** and **SPI International Transportation**, a division of Silver Pacific Investments, Inc., a corporation of British Columbia, Canada, hereinafter referred to as **BROKER**.

IN CONSIDERATION of the mutual covenants set forth in this Agreement, and other good and valuable considerations, it is hereby agreed as follows:

1. **BROKER** represents that it is a duly authorized General Commodities Broker MC-253915 (a copy of which license is attached hereto as Appendix B and made a part hereof), controlling the transportation of commodities to be tendered to **CARRIER**, and
2. **CARRIER** represents that it is an Contract Carrier of property, duly authorized to provide transportation for the **BROKER** as licensed under carrier MC# (a copy of which license is attached hereto as Appendix C and made a part hereof).
3. **BROKER** agrees to offer a minimum of three (3) shipments per year and **CARRIER** agrees to transport by motor vehicle from and to such points between which service may be required, such quantities of authorized commodities as **BROKER** may require, subject to the **CARRIER**'s availability of suitable equipment.
4. **CARRIER** desires to perform such contract motor carrier service to meet the distinct needs of the **BROKER**. **CARRIER** agrees that **BROKER** is the sole party responsible for payment of **CARRIER'S** invoices and that, under no circumstance, will **CARRIER** seek payment from the shipper or consignee.
5. **Under NO circumstance** may **CARRIER** tender request for quotations through second party or sub contract the movement of **BROKER**'s freight without the prior knowledge and written authorization of the **BROKER**. Should said authorization be forthcoming from the **BROKER**, then the **CARRIER**'s agreement with third party must contain the equivalent of the terms set forth within this agreement, and the **BROKER** must be notified as to the name, address, phone & fax numbers, and MC number of the transportation company so sub contracted to move freight. It is agreed that should the **CARRIER** sub contract a load without the prior written consent of the **BROKER**, in contravention of this clause, then the **BROKER** shall have the right to pay the transportation company who actually hauled the freight instead of **CARRIER**. Upon contravention of this clause **CARRIER** waives the right to pursue legal action in the collection of payment from **BROKER**, shipper or consignee, for such unauthorized movement.
6. **CARRIER** agrees to maintain cargo liability insurance in an amount sufficient to fully compensate **BROKER**, owner or consignee for loss or damage to property belonging to **BROKER**, owner or consignee which comes into the possession of **CARRIER** in connection with its transportation service and for delay and consequential loss. The cargo insurance shall be in the form required by 49 C.F.R. 1043.2(b), and shall have no exclusions or restrictions that would not be accepted by the Surface Transportation Board for a filing under the statutory requirements of the above stated section, but shall, in all respects, be identical to the cargo insurance filed in accord with said section. **CARRIER shall cause its insurance carrier to forward to BROKER a standard Certificate of Insurance which Certificate shall require the insurance carrier to give written notice thirty (30) days prior to cancellation of such cargo insurance.**
7. Rates and terms for freight moved under this agreement shall be agreed to between both parties in writing. Said written rate confirmation shall be in the form of a numbered Load Confirmation which shall be signed by the **CARRIER**, prior to loading freight, and returned to the **BROKER** by fax to the number indicated on said notice as acknowledgment of receipt and acceptance of the terms of said confirmation. Loading of said freight shall be construed as acceptance of the terms contained within the written rate confirmation on a given load. Said confirmation shall be considered an amendment to this agreement and subsequently attached hereto as Appendix D. The rates and terms of an accepted Load Confirmation are binding on the **CARRIER** and shall be read together with, and form part of, this Agreement.
8. **CARRIER** shall, on the acceptance of each load, issue a standard Bill of Lading and freight 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. Failure to issue a bill of lading does not affect or diminish liability of **CARRIER**.

Carrier Initials:

Dated:

9. **BROKER** shall remit payment to **CARRIER** twenty four (24) days following the **BROKER's** receipt of **CARRIER's** invoice which must indicate **BROKER's** PRO number (SPT-00000) as found on the written Load Confirmation; and include a copy of the bill of lading showing the consignees signature as proof of delivery of each shipment to its destination, free and clear of damage and/or shortage.
10. **CARRIER** shall be liable to, and agrees to indemnify and hold harmless, the **BROKER** for loss or damage to any property transported under this agreement and for delay and consequential loss. Such liability shall begin at the time freight is loaded in or on **CARRIER's** equipment at point of origin, and continue until said freight is delivered to the designated consignee at destination or to any intermediate stop off party as determined by **BROKER** on the Load Confirmation.
11. **CARRIER** agrees to transport all commodities pursuant to this agreement in accordance with the rates, rules and regulations established by the Surface Transportation Board and any other applicable federal, state or provincial agencies and all claims for loss or damage and salvage arising there from shall be handled and processed in accordance with them.
12. **CARRIER** will not solicit **BROKER's** traffic. **CARRIER** will not solicit traffic from any shipper, consignor, consignee or customer of **BROKER** where the availability of such traffic became known to carrier as a result of **BROKER's** effort; or where the traffic of the shipper, consignor, consignee or customer of **BROKER** was first tendered to **CARRIER** by **BROKER**. Should **CARRIER** breach this agreement and directly solicits traffic from customers of **BROKER**, and obtains traffic from such a customer, **CARRIER** shall then be obligated to pay **BROKER**, for a period of twelve (12) months thereafter, a commission in the amount of fifteen percent (15%) of the transportation revenue resulting from such traffic.
13. The relationship of the **CARRIER** to the **BROKER** shall at all times be that of an independent contractor.
14. The parties agree that a duly executed facsimile copy of the original of this Agreement is of the same legal consequence as the original.
15. The terms of this agreement shall commence on the day of execution of this document, or at such time thereafter when the **BROKER** receives verification that the **CARRIER** is in possession of the necessary federal permits and authorities, and shall remain in force and effect for a period of twelve (12) months from its effective date and from year to year thereafter, provided however that either party may terminate this agreement upon not less than thirty (30) days prior written notice to the other party. Nothing in this paragraph shall be construed as limiting, abridging or superseding any right of cancellation or termination of this agreement as may be specified in any other paragraph of this document.
16. If any portion of this Agreement is unenforceable or invalid for any reason whatever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid provisions shall be severable from the remainder of this Agreement.
17. To the extent not governed by the United States Interstate Commerce Act, this agreement shall be governed by and construed in accordance with the laws of the province of British Columbia, Canada.

IN WITNESS WHEREOF,

The parties have hereto caused these presents to be executed this, the Day of, 20.....

BROKER:

SPI International Transportation
a division of Silver Pacific Investments, Inc.
Unit C- 12343 104th Avenue
Surrey, BC V3V 3H2

By:

CARRIER:

Print Signatories Name:

Print Signatories Title:

By: Signature:

SERVICE DATE

'AUG 4 1992

INTERSTATE COMMERCE COMMISSION

LICENSE

No. MC 253915

SILVER PACIFIC INVESTMENTS INC.

d/b/a S P I INTERNATIONAL

DELTA B.C., CD

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

SIDNEY L STRICKLAND, JR.
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC 253915

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To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

Company

Silver Pacific Investments Inc. (dba SPI International Transportation)

Incorporated

British Columbia, Canada - 4 May 1979

Associations

Transportation Intermediaries Association (TIA)

Platinum Performance Program (P3)

Canadian International Freight Forwarders Association (CIFFA) and Canadian Chamber of Commerce

Credit Reporting

Dun & Bradstreet,

USA: DUNS #79-594-1579

Canada: DUNS #20-993-5951

Equifax, Compunet

Authority

MC-253915 - Property Broker

BOND with Navigators Insurance

Bank

CIBC

Contact: Hamish Brims

199 Bay St, 3rd Floor

Commerce Court

Toronto, Ontario M5L 1A2

Bank of America

Contact: Sigrid Schumacher

111 East Holly Street

Bellingham, Washington

98225

References

NYK Corporation: Don Rodgers (901-541-3550) or Kay Dawkins (Tel: 901-541-3519, Fax: 901-794-6762)

Roadway Express/Reimer Express: Barb (204-958-5000 x 5156, Fax: 204-958-5002)

CTI Central Trans: Accounts Receivable (Tel: 604-881-1075, Fax: 604-881-1073)

Mill Creek Motor Freight: Accounts Receivable (Tel: 519-623-6632, Fax: 519-623-9807)

Canada Transport: Accounts Receivable (Tel: 403-236-7900, Fax: 403-236-4402)

Berry & Smith Trucking: Margot (Tel: 800-663-2339, Fax: 800-663-2339)

Hyndman Transport: Linda (Tel: 519-335-3575 x 233, Fax: 519-335-3633)

Standard Terms

28 Days from receipt of invoice, referencing SPI's PRO# (SPT-000000) and proof of delivery as per contract.

Avoid mail delays - Carrier invoice and supporting proof of delivery can be emailed or faxed to SPI. Aging will start from the date SPI receives the email or fax. Original invoice and backup paperwork is still required for payment to be released.

Quickpay Faster or immediate payment is available upon request. Proper documentation is required and a Quickpay fee will be charged.

Payables Contact

Penelope Armoogam - billing@spitrans.com

Tel: (604)588-0227 Ext 3, Fax: (866) 383-6744

Billing Address

USA Carrier: PO Box 1399, Point Roberts, WA 98281

Canada Carrier: Unit C- 12343 104 AVE, Surrey, B.C. V3V 3H2

