

# *Western Flyer Express, Inc.*

*(405) 946-7289 - Fax (405) 946-3546*

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## **BROKERAGE INFORMATION PACKET**

### **Invoice Address:**

Western Flyer Express, Inc.  
PO Box 270814  
Okla.City, OK 73137

MC 309036 B  
FID # 73-1502799  
SCAC Code WFLY

### **Bond Information:**

Old Republic Surety Company  
445 South Moorland Road  
Brookfield, WI 53005  
Phone (262)797-2640  
Policy # RMI605794

**Please fax the following information to Western Flyer Express, Inc. immediately, before truck can be dispatched:**

- 1) Certificate of liability & cargo insurance naming Western Flyer Express, Inc. as certificate holder.
- 2) Operating authority
- 3) W-9 completed & signed
- 4) Signed Western Flyer Express contract
- 5) Signed rate confirmation

[www.westernflyerexpress.com](http://www.westernflyerexpress.com)

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## CARRIER REFERENCES

Bestway Expediting  
Canton, MI  
(734) 397-4900 Gary

Gemini Transport  
Troy, MI  
(313) 842-0262 Mark

CTI Brokerage Services  
El Paso, TX  
(915) 872-9596 Gilbert

A.D. Transport  
Canton, MI  
(734) 397-1169 Rob

Luther Logistics  
Coopersville, MI  
(616) 837-7317 Ryan

Alabama Carriers, Inc.  
Birmingham, AL  
(800) 254-8229 Joe

Sun Belt Transportation, Inc.  
Brownsville, TX  
(956) 831-4282 Frances

- Additional references can be supplied upon request

PM-25  
(Rev. 1/95)

SERVICE DATE  
July 16, 1998

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 309036 B

WESTERN FLYER EXPRESS, INC.  
OKLAHOMA CITY, OK, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining  
Chief, Licensing and Insurance Division



P O Box 710 Lake Havasu City, AZ 86405-0710  
800-872-3748 • (520) 680-9449 • FAX (520) 680-4382  
www.compunetcredit.com

April 30, 2001

RODNEY TIMMS  
PRESIDENT  
WESTERN FLYER EXPRESS INC  
P O BOX 270814  
OKLAHOMA CITY OK 73137.

We'd like to tell carriers and shippers about the outstanding job you do in the transportation industry.

As a Gold Book Broker, your extraordinary professionalism puts you among the top 10% of transportation intermediaries in the United States. Being in this elite group is the result of diligence, business expertise and the highest professional ethics. It's what sets you apart from your competition.

That's an important message that your customers and carriers need to hear. Unfortunately, it's almost impossible to establish credibility by blowing your own horn. That's where CompuNet can help.

Tell your carriers and shippers to call CompuNet Credit Services to verify your Gold Book status. We will gladly tell them that you are one of the top brokers in the country. If you want to go one step farther in securing a great working relationship, encourage your carriers to check your competitor's status with CompuNet to determine their payment practices and credit history. It's by comparison that you really shine since only one in ten brokers qualify for the Gold Book.

Give your carriers our toll-free number, 888-269-2237. With one call, they can tap a database of credit references from more than 34,000 trucking companies who report freight bill payment experiences to CompuNet Credit Services. That's a powerful tool - one that can help to keep you on top, as one of America's elite transportation brokers.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Aldridge".

Cindy Aldridge, President

P.S. When the economy is in a slump, you need to use all the leverage you can to stay ahead. We're happy to help, by verifying your Gold Book status for your carriers and shippers.

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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.

Social security number
or
Employer identification number

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

### Part II Certification

Under penalties of perjury, I certify that:

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

**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 ▶

Date ▶

### 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:

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.

**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,

## MASTER BROKER-CARRIER AGREEMENT

THIS AGREEMENT, dated as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), is entered into by and between WESTERN FLYER EXPRESS, INC. ("Broker") and \_\_\_\_\_ ("Carrier").

WHEREAS, Carrier is duly authorized to operate as a motor carrier of property pursuant to registration No. \_\_\_\_\_ issued by the U.S. Department of Transportation or the former Interstate Commerce Commission; and

WHEREAS, Broker wishes from time to time to arrange for the transportation by Carrier of general goods and commodities ("Cargo") and Carrier is willing to perform such transportation pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, Broker and Carrier agree as follows:

1. Carrier agrees to accept for transportation between points in the United States (except Alaska and Hawaii) shipments of Cargo tendered by Broker. Carrier acknowledges that Broker is an independent transportation intermediary and is not the agent of Carrier or of any shipper, consignor or consignee. This Agreement is not a requirements contract nor is it an exclusive dealing contract.

2. The term of this Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party upon thirty (30) days prior written notice to the other party.

3. As compensation for transportation provided pursuant to this Agreement, Broker agrees to pay Carrier in accordance with rates and charges specified in one or more schedules to this Agreement, including reissues thereof ("Schedules"), or in one or more rate quotes confirmed or accepted by Broker in writing from time to time ("Rate Quotes"). Such rates and charges shall be the exclusive rates and charges applicable to the transportation to be provided by Carrier hereunder and no other rates or charges shall apply. In the event Carrier accepts a shipment which is not specifically covered by a Schedule or a Rate Quote, Broker shall pay Carrier a reasonable charge. Broker agrees to pay Carrier for transportation provided pursuant to this Agreement within thirty (30) days of Broker's receipt of signed delivery receipt.

4. Carrier agrees to indemnify, defend and hold Broker harmless from and against any and all claims arising out of or resulting from transportation provided pursuant to this Agreement, including, but not limited to, claims for loss, damage or delay. Broker shall have the right to deduct from any and all sums due Carrier hereunder the value of any such claim if it is not resolved by Carrier in a timely manner. Promptly upon the execution of this Agreement, Carrier shall provide Broker with a certificate evidencing that Carrier maintains (i) automobile liability insurance having limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence and (ii) cargo liability insurance having limits of not less than one hundred thousand dollars (\$100,000) per occurrence. Such certificate shall provide that Broker shall be given thirty (30) days prior written notice of the cancellation or non-renewal of such insurance or reduction in the limits of such insurance.

5. Carrier acknowledges that it will accept and transport shipments of Cargo in its capacity as a motor carrier and not as a broker (even if it is also duly registered as a broker of property). Carrier agrees not to interline or use other motor carriers or brokers or to use substituted service of any type without Broker's prior written authorization. Carrier shall issue a through bill of lading to the ultimate destination and shall be liable for loss, damage or delay regardless of the number of separate contracts of carriage entered into by Carrier with connecting carriers or cartage agents, whether with or without Broker's authorization. Carrier agrees to use only vehicles and other equipment which are in good condition and repair, in compliance with applicable laws and regulations and suitable for the safe and efficient transportation of Cargo.

6. Carrier agrees that it will not "back solicit" traffic from any shipper, consignor, consignee or customer of Broker where (i) the availability of such traffic first became known to Carrier as result of Broker's efforts, or (ii) the traffic was first tendered to Carrier by Broker. If Carrier violates the provisions of this paragraph, Carrier agrees to pay Broker, as liquidated damages and not as a penalty, an amount equal to ten percent (10%) of all freight charges billed by Carrier on each load of "back-solicited" traffic for a period of eighteen (18) months from the date of such violation.

7. Except as otherwise provided herein, transportation provided pursuant to this Agreement will be governed by the provisions of the Uniform Straight Bill of Lading. This Agreement is entered into pursuant to 49 United States Code Sec. 14101 (b)(1) and the parties expressly waive any and all rights and remedies of the Interstate Commerce Act which conflict with the provisions of this Agreement.

8. This Agreement, which includes all Schedules and Rate Quotes, constitutes the entire agreement and understanding between the parties. All prior agreements and understandings, written and oral, are merged herein. Tariffs, service guides or similar publications maintained by Carrier are not applicable to transportation provided pursuant to this Agreement unless, and to the extent, they are expressly incorporated into a Schedule or a Rate Quote.

9. If either party commences legal action to enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

WESTERN FLYER EXPRESS, INC.  
("Broker")

\_\_\_\_\_  
("Carrier")

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: P.O. Box 270814  
Oklahoma City, OK 73137  
(405) 946-7289 Phone  
(405) 946-3546 Fax

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
FEI No. \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_