

TELEPORT

LOGISTICS, INC.

10117 SE Sunnyside Road, Suite F7
Clackamas, Oregon 97015
Phone: 800-774-9714; Fax: 888-788-9584
Email: TeleportDispatch@gmail.com

CORPORATE INFORMATION

MC # 755655

Fed Tax ID # 45-2810086

Company Headquarters

Teleport Logistics, Inc.
10117 SE Sunnyside Rd, Suite F 7
Clackamas, OR 97015
(800) 774-9714 Phone
(888) 788-9584 Fax

Billing Address

Teleport Logistics, Inc.
Accounts Payable
6278 N Federal Hwy, Suite 194
Fort Lauderdale, FL 33308
(800) 774-9714 Phone
(888) 788-9584 Fax

TDF Financial Services

Broker's Bond
215 E Orangethorpe Ave, #340
Fullerton, CA 92832
(714) 680-5220



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CARRIER PROFILE

Today's Date _____ MC# _____

Company Name _____ Fed Tax ID # _____

Physical Address _____

Mailing Address _____

Remit Invoices to _____

Contact Person/Dispatcher _____ Dispatcher Phone _____

AFTER HOURS phone number (important!) _____

Dispatcher Fax _____ Email _____

Equipment Type (how many of each)

Vans: 48' _____ 53' _____ Vented _____ Curtain _____ Liftgate _____ E-track _____

Reefers: 48' _____ 53' _____ E-track _____

Other Equipment: (Please List) _____

Truck load lanes _____

Name of Insurance Company _____

Insurance Policy # _____ Contact Person _____

Insurance Phone: _____ Fax _____

PLEASE FAX BACK TO (888) 788-9584

CARRIER REFERENCES

Minimum of Three References Required

1st Reference:

Company _____

City _____ State _____

Contact Name/Title _____

Telephone _____ Fax _____

2nd Reference:

Company _____

City _____ State _____

Contact Name/Title _____

Telephone _____ Fax _____

2nd Reference:

Company _____

City _____ State _____

Contact Name/Title _____

Telephone _____ Fax _____

DO NOT WRITE BELOW THIS LINE

Name of Teleport Logistics Person Contacting References _____

Response from References:

1st Reference _____

2nd Reference _____

3rd Reference _____

Broker - Carrier Agreement

THIS AGREEMENT is made and entered into on _____, 20__ by and between Teleport Logistics, Inc., and _____ (“Carrier”).

- A. **TELEPORT LOGISTICS, INC.** is a licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the “Customer”);
- B. **CARRIER** is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by Teleport Logistics, Inc.

Agreement

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this agreement may be terminated at any time by giving thirty (30) days prior written notice.
2. **CARRIER’S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** Carrier represents and warrants that it is a duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it (Carrier) does not have a “Conditional” or “Unsatisfactory” safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by Teleport Logistics, Inc. to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each shipment.
3. **PERFORMANCE OF SERVICES.** Carrier’s services under this Agreement are specifically designed to meet the distinct needs of Teleport Logistics, Inc. under the specific rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and CARRIER shall immediately communicate all occurrences, which would be probable or certain to cause delay, to Teleport Logistics, Inc. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for Teleport Logistics, Inc. or its Customer.
4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill Of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by Teleport Logistics, Inc. or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify Teleport Logistics, Inc. immediately of any exceptions made on the bill of lading or delivery receipt.
5. **CARRIER’S OPERATION.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the “Equipment”); (b) pay all expenses related in anyway, with the use and operations of the Equipment; (c) maintain

the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform services hereunder as a independent contractor; and shall assume complete responsibility for all state and federal taxes assessments, insurance (including, but not limited to, worker' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

6. **INDEMNITY.** CARRIER shall defend, indemnify, and hold harmless Teleport Logistics, Inc., its employees and its subsidiaries, from all loss liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of the Agreement by CARRIER, its employees or independent contractors working for the CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such claim attributable to the tortuous conduct of Teleport Logistics, Inc.
7. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverage's:
 - a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in the amount not less than 1,000,000.00 (U.S. Dollars) per occurrence.
 - b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER as the insured and Teleport Logistics, Inc. as a certificate holder and provide coverage to Teleport Logistics, Inc., the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeable preclude coverage relating to cargo claims.
 - c) CARRIER shall furnish Teleport Logistics, Inc. written certificate obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation of modification of the policies shall be given to Teleport Logistics, Inc. at least thirty (30) days prior to applicable insurance policies.
8. **FREIGHT LOSSES, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Cormack Amendment liability) for loss, delay, damage to or destruction of any and all Customer's goods or property while under CARRIER's care custody or control. CARRIER shall pay Teleport Logistics, Inc., or allow Teleport Logistics, Inc. to deduct from the amount Teleport Logistics, Inc. owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable Teleport Logistics, Inc. for all economic loss, including consequential damages that are incurred by Teleport Logistics, Inc. or the Customer, for ay freight loss, damage or delay claim. Payments pursuant to the provisions of this section shall be made within thirty (30) days following receipt by CARRIER of Teleport Logistics, Inc. or Customers invoice and supporting documentation for the claim.

9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of Teleport Logistics, Inc. to pay charges incurred under this Agreement. CARRIER is relying upon general credit of Teleport Logistics, Inc. and hereby waives and releases all liens, which CARRIER might otherwise have to any goods of Teleport Logistics, Inc. or its Customer in the possession or control of CARRIER.

10. **PAYMENTS.** CARRIER will charge and Teleport Logistics, Inc. will pay for transportation services performed under this Agreement the rates and charges as shown on the manifest. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by Teleport Logistics, Inc. Payments by Teleport Logistics, Inc. will be made within thirty (30) days of receipt by Teleport Logistics, Inc. of CARRIER's freight service bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling Teleport Logistics, Inc. to ascertain that service has been provided at the agreed upon charge. CARRIER agrees that Teleport Logistics, Inc. has the exclusive right to handle all billing of freight charges to the customer for transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee, or the Customer. CARRIER further agrees that Broker has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of the agreement.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulations; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of this Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of Teleport Logistics, Inc., New Century Transportation or Western Freightways where (1) The availability of such traffic first became known to CARRIER as a result of Teleport Logistics, Inc. New Century Transportation or Western Freightways efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of Teleport Logistics, Inc. was first tendered to CARRIER Teleport Logistics, Inc.. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of Teleport Logistics, Inc., New Century Transportation or Western Freightways and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay Teleport Logistics, Inc., for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide Teleport Logistics, Inc. with all documentation requested by Teleport Logistics, Inc. to verify such transportation revenue.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by Teleport Logistics, Inc. shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, double broker, or in any form arrange or the freight to be transported by a third party without the prior written consent of Teleport Logistics, Inc.

13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.

14. **SEVERABILITY.** In the event that the operation of any portion of this agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provision of this Agreement shall continue in full force and effect.

15. **WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U. S. C. 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of Teleport Logistics, Inc. to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any Teleport Logistics, Inc. rights or privileges herein.

16. **DISPUT RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statues and laws of the State of Oregon and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be execute in their respective names by their duly authorized representatives as or the date first above written.

Broker:
Teleport Logistics, Inc.
MC# 755655

Carrier:

MC # _____

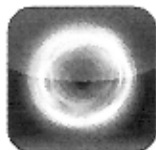
By: _____
Olga Chironda, President

By: _____
Print Name and Title _____

Address:
10117 SE Sunnyside Rd, Suite F7
Clackamas, Oregon 97015
Phone: 800-774-9714
Fax: 888-788-9584

Address:

Phone: _____
Fax: _____



TELEPORT

LOGISTICS, INC.

10117 SE Sunnyside Rd, Suite F7
Clackamas, Oregon 97015
Phone: 800-774-9714; Fax: 888-788-9584
Email: TeleportDispatch@gmail.com

AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

Company Name

MC#

I(we) hereby authorize Teleport Logistics, Inc, hereafter called CORPORATION, to initiate credit entries to my (our) checking or savings account indicated below and the depository named below, hereafter called BANK, to credit the same into such account.

BANK name: _____ Bank Address: _____

Routing/Transit/ABA#: _____ Account Number: _____

Account type (circle one): CHECKING SAVINGS

Remittance Advice Delivery (please provide email. If no email available, please provide fax number)

Email _____ Fax _____

PLEASE NOTE: all above information MUST be complete to be signed up for Direct Deposit

This authority is to remain in full force and effect until CORPORATION has received written notification from me (or either of us) of its termination in such time and in such manner as to afford CORPORATION and BANK a reasonable opportunity to act on it.

Signature(s) (Owner or Corporate Officer)

Name and Title

Today's Date

Please attach your company's voided check below and fax this form to 888-788-9584. If any the information contained on this form changes, you will need to submit an updated direct deposit form.

ATTACH A COPY OF VOIDED CHECK HERE



TELEPORT
LOGISTICS, INC.

10117 SE Sunnyside Rd, Suite F7
Clackamas, Oregon 97015
Phone: 800-774-9714; Fax: 888-788-9584
Email: TeleportDispatch@gmail.com

Accounts Payable Form

I _____, as an authorized representative of _____ elect the following payment option for all our invoices to Teleport Logistics, Inc:

Please select only one:

- I will use my factoring company for all invoices sent to Teleport Logistics, Invoices. Please remit payments to:
 - o Name of Factoring Company _____
 - o Address _____

- Regular Pay – Teleport Logistics, Inc will mail a check within 30 days of receipt of invoice with all required documentation. Please send payment to the following address:
 - o Address _____

- QuickPay – Direct Deposit payment to our bank account within 3 business days from receipt of original paperwork with invoice. (Please fill out Direct Deposit form provided with this packet if selecting this option). There is a 3% Quick pay fee that will be subtracted from the total amount of the invoice.

To process your invoice we need to receive the following from you

- Original signed Bills of Lading. Only PODS with original consignee signatures will be considered for payment. No faxes or copies will be accepted.
- Any lumper receipts must be included (if lumper was approved by Teleport Logistics)
- Rate Confirmation
- Your invoice i
- **MAIL the above documents to Teleport Logistics Inc., 6278 N Federal Hwy, #194, Fort Lauderdale, FL 33308.**

Signature of Carrier Representative

Print Name and Title

Date

PLEASE FAX BACK TO (888) 788-9584



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

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

SERVICE DATE
August 18, 2011

LICENSE
MC-755655-B
TELEPORT LOGISTICS, INC
PORTLAND, OR

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink that reads "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO



A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Form BMC-85

Approved by OMB
2126-0017

FMCSA FILER
ACCOUNT NO. 26050

Expires: 05/31/2012
License No.
MC-755655

**PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, That we TELEPORT LOGISTICS, INC
(Broker)
of 10117 SE Sunnyside Rd. Ste F7 Clackamas OR 97015
(Street) *(City)* *(State)* *(Zip code)*
as TRUSTOR (hereinafter called Trustor), and TDF FINANCIAL SERVICES, INC.
(Name of Trustee)

a financial institution created and existing under the laws of California
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement 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 therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties in contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor, and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC, office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of California, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 12th day of August, 2011 at 12:01 a.m. standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided; but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 12th day of August, 2011.

TRUSTOR

TRUSTEE

Company Name: TELEPORT LOGISTICS, INC.

Name of Institution: TDF FINANCIAL SERVICES, INC.

[SEAL]

Address: 10117 SE Sunnyside Rd Ste F7 Clackamas, OR 97015

Address: 215 E. Orangeforce Ave. #340, Fullerton, CA 92832

Telephone No. (503) 206-7665

Telephone No. (714) 680-5220


Olga Chironda
 Owner


M. SCHUNE
 Authorized Representative

Witness _____

Witness _____

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE DAY OF _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE DAY OF _____ 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR

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) TELEPORT LOGISTICS, INC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 10117 SE SUNNYSIDE RD, STE F7	Requester's name and address (optional)
	City, state, and ZIP code CLACKAMAS, OR 97015	
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 the "Name" line 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	
Employer identification number	
4	5
-	2
8	1
0	0
8	6

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 ▶ <i>May 2, 2012</i>
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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.