



MC: 937032 DOT: 2805162

SCAC CODE : BBYY

HEAD OFFICE:

<u>13831 SLOVER AVE</u> <u>FONTANA, CA 92337</u> <u>TEL: 1(855) 779-2378</u> <u>FAX:(323) 544-0726</u> <u>E-MAIL: INFO@BESTBAYLOGISTICS.COM</u>

MAILING ADDRESS:

<u>13831 SLOVER AVE, FONTANA</u> CALIFORNIA 92337 TEL: 1(855) 779-2378

> (FOR CHECKS) PO BOX 511423 LOS ANGELES, CA 90051-7978

BILLING INQUIRES : AR@BESTBAYLOGISTICS.COM

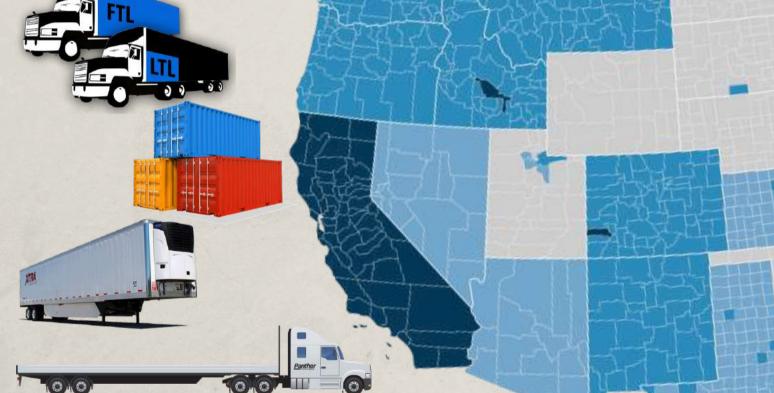
WE DELIVER ON TIME ANY WHERE



WWW.BESTBAYLOGISTICS.COM



DRIVEN TO DELIVER CUSTOMER SATISFACTION



OUR MISSION IS TO BE THE INDUSTRY LEADER IN TRANSPORTATION AND DISTRIBUTION SOLUTIONS WITH A COMMITMENT TO EXCELLENCE. WITH OUR TEAM OF DEDICATED EMPLOYEES AND CORE VALUES AS OUR FOUNDATION, WE ARE A BUSINESS PARTNER THAT DELIVERS SAFE, RELIABLE AND DIVERSE SOLUTIONS.

NOT ONLY LOADS, WE DELIVER PROMISES



CREDIT APPLICATION FORM

CREDIT APPLICATION

-		CREDIT CONTACT: REMIT ADDRESS:		_
		CITY:	17. 17.	
STATE/ZIP:		STATE/ZIP:		
WEBSITE:		EMAIL:		
PHONE:		PHONE:	۵ <u>.</u>	_
FAX:		FAX:	-	
COMPANY CREDIT DETAIL	_S			
# OF EMPLOYEES:	D&N:	YEA	R ESTABLISHED:	_
FED TAX ID #:	D&N RATING:	COMP	PANY TYPE:	_
WHAT ARE REQUIRED BIL	LING DOCUMENTS?			_
CORPORATE PRINCIPALS, PA	ARTNERS, OWNERS			
		^p %age: addre	ESS:	
NAME:	TITLE: OWNERSHIP	P %AGE: ADDRE	ESS:	
OPEN ACCOUNTS TRADE RE	FERENCES			
CREDITOR:	PHONE:	CONTAG	CT:	257
CREDITOR:	PHONE:	CONTAG	СТ:	
BANK REFERENCE				
			TACT:	
BANK NAME:	PHONE:	CONT	TACT:	

Unless otherwise agreed, Carrier's maximum liability for cargo loss or damage shall be \$2.50 per pound, subject to a \$100,000 truckload maximum. Carrier selected by Broker shall be named on the bill of Lading as the carrier of record. **BEST BAY LOGISTICS INC.** shall be shown as a third party bill to general principles of federal transportation law shall apply.

I certify that I am an authorized representative and fully charged with the ability to sign, agree to and

Submit this application for credit. In addition, you authorize **BEST BAY LOGISTICS INC** to Make any and all inquires necessary to process this application. I understand that terms are 30 days upon receipt of invoice and that in the event that collection actions are necessary, the creditor reserves the right to designate the venue for any legal proceedings. I, hereby, also personally stand guarantee

For the payments owe to **BEST BAY LOGISTICS INC** unpaid balances over 45days could be subject to interest charges. I hereby authorize the above references to provide desired account/ Credit information of our company, to our vendor **BEST BAY LOGISTICS INC**

NAME: ______ SIGNATURE:

TITLE:	
DATE:	
	2

Please provide copy of Driver's License and SSN_

of Guarantor.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9for instructions and the latest

information. 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BEST BAY LOGISTICS INC 2 Business name/disregarded entity name, if different from above 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the 4 Exemptions (codes apply only to Specific Instructions on page following seven boxes. certain entities, not individuals; see Χ instructions on page 3): C Corporation Partnership Trust/estate Individual/sole proprietor or S Corporation single-member LLC Exempt payee code (if any) Print or type. Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) 🕩 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check Exemption from FATCA reporting LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is code (if any) another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Applies to accounts maintained outside the U.S. Other (see instructions) 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional) See 13831 Slover Ave, Fontana 6 City, state, and ZIP code California- 92337 List account number(s) here (optional) 7 Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

٥r

Employer identification number										
4	7	I	5	1	5	9	6	0	4	

Part II Certification

TIN, later.

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.

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 for Part II, later.

		1	1		
Sign Here	Signature of U.S. person	L	12	Date	02/01/2021

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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 taxpaver 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)
- · Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- 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, later.

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Ą	CORD	ER;	TIF	FICATE OF LIAI	BILI	TY INSL	JRANC	E		(MM/DD/YYYY) 1/08/2021
C B R	HIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIV DELOW. THIS CERTIFICATE OF INSUF REPRESENTATIVE OR PRODUCER, AM	ELY O ANCI ID TH	R NE E DOE E CEI	GATIVELY AMEND, EXTEN ES NOT CONSTITUTE A CO RTIFICATE HOLDER.	ND OR ONTRA	ALTER THE C CT BETWEE	OVERAGE A N THE ISSUI	AFFORDED BY THE POL NG INSURER(S), AUTHO	R. THIS ICIES RIZED	5
lf	MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject this certificate does not confer rights to	o the	terms	and conditions of the po	licy, ce	rtain policies		•		
	DUCER	Jule	Jertin		CONTA	,	namacher			
	nenker, Inc				NAME: PHONE	(516) 3	77-2644	FAX		
	Pinelawn Road				E-MAIL	oliontrolat		(A/C, No): @hker & cc barbara.cadolino		nker.com
	te 110				ADDRE	33:				NAIC #
Mel	lville			NY 11747	INSURE	Lindomur	iters at Lloyd's			NAIC #
INSU	JRED				INSURE					
	Best Bay Logistics Inc.				INSURE					
	13831 Slover Ave,				INSURE					
					INSURE					
	Fontana			CA 92337	INSURE	RF:				
CO	VERAGES CEI	RTIFIC	ATE	NUMBER: CL201100115	3			REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIES OF NDICATED. NOTWITHSTANDING ANY REQU ERTIFICATE MAY BE ISSUED OR MAY PER XCLUSIONS AND CONDITIONS OF SUCH P	iireme Tain, t Olicie	ENT, TI HE IN:	ERM OR CONDITION OF ANY (SURANCE AFFORDED BY THE IITS SHOWN MAY HAVE BEEN	CONTR/ E POLIC	ACT OR OTHER	R DOCUMENT \ D HEREIN IS S	WITH RESPECT TO WHICH	THIS	
INSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMI		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,00	00,000
								MED EXP (Any one person)	\$	
A		_		THBZB01046		01/09/2021	01/09/2022	PERSONAL & ADV INJURY	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,00	00,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	
	OTHER:		<u> </u>					Professional Liability		1 / \$2M AGG
								(Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	AUTOS ONLY AUTOS HIRED NON-OWNED							BODILY INJURY (Per accident) PROPERTY DAMAGE	\$	
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$ \$	
								EACH OCCURRENCE	\$	
	DED RETENTION \$	-						AGGREGATE	ъ \$	
	WORKERS COMPENSATION	+	<u> </u>					PER OTH- STATUTE ER	<u></u> Ф	
	AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE	1						E.L. EACH ACCIDENT	\$	
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)] N/A						E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
	Contingent Auto Liability							Per Occurence/per Agg	\$1m	nio/\$2mio
А	Contingent Cargo			THBZB01046		01/09/2021	01/09/2022	Per Occurence CSL	\$25	0,000
								Deductible Each Occur.	\$2,5	500
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC dence of Insurance.	LES (A	CORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	bace is required)			
	fer sub-limit \$100,000 each occurrence & in currence.	the aç	grega	te in respect of seafood. In re	spect of	f Refrigerated C	Commodities; \$	5,000 deductible each		
CE	RTIFICATE HOLDER				CANO	ELLATION				
	Best Bay Logistics Inc.				SHO THE	OULD ANY OF T EXPIRATION D	ATE THEREO	SCRIBED POLICIES BE CAI F, NOTICE WILL BE DELIVEI Y PROVISIONS.		D BEFORE
	13831 Slover Ave				AUTHO	RIZED REPRESE	NTATIVE			
	Fontana			CA 92337				Klemy Dredger		
								WEITER UTLENT		

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JHURLBURT

DATE	(MM/DD/YYYY)	
~	1710004	

BESTBAY-02

ACOND	CEF	RLI	FICATE OF LIA	ABILI	TY INS	SURAN	CE		9/7/2021
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEL	Y OF	R NEGATIVELY AMEND, E DOES NOT CONSTITU	, EXTEN	D OR ALT	ER THE CO	OVERAGE AFFORD	ED BY TH	IE POLICIES
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje this certificate does not confer rights	ct to	the	terms and conditions of	the polic	cy, certain p	olicies may			
PRODUCER				CONTACT NAME:					
AP Intego Insurance Group, LLC 1601 Trapelo Rd Suite 280				PHONE (A/C, No, I			FAX (A/C,	No):	
Waltham, MA 02451				E-MAIL ADDRESS	support	@apintego.	com		
							RDING COVERAGE		NAIC #
				INSURER	A : State Com	pensation Insu	rance Fund- State Fund	n California	35076
INSURED				INSURER	В:				
Best Bay Logistics Inc 13831 Slover Ave				INSURER	C :				
Fontana, CA 92337				INSURER					
				INSURER					-
COVERAGES CEF		~^_	ENUMBER:	INSURER	r:		REVISION NUMBEI	.	
THIS IS TO CERTIFY THAT THE POLICI				HAVE BE	EN ISSUED T				
INDICATED. NOTWITHSTANDING ANY I CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	requi ' Per	IREMI TAIN,	ENT, TERM OR CONDITIO	N OF AN DED BY	Y CONTRAC	CT OR OTHER ES DESCRIB	R DOCUMENT WITH RE	SPECT TO	O WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	a	POLICY EFF MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	
CLAIMS-MADE OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$	
							MED EXP (Any one persor) \$	
							PERSONAL & ADV INJUR	Y \$	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	
POLICY PRO- JECT LOC							PRODUCTS - COMP/OP A	GG \$	
OTHER:							COMBINED SINGLE LIMIT	\$	
							(Ea accident)	\$	
ANY AUTO OWNED AUTOS ONLY AUTOS							BODILY INJURY (Per pers		
AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							BODILY INJURY (Per accie PROPERTY DAMAGE (Per accident)	lent) \$ \$	
								\$	
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS-MADE	=						AGGREGATE	\$	
DED RETENTION \$	1							\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							X PER OT STATUTE OT	H-	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		9283527-2020		9/4/2021	9/4/2022	E.L. EACH ACCIDENT	\$	1,000,000
(Mandatory in NH)							E.L. DISEASE - EA EMPLO	YEE \$	1,000,000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LI	MIT \$	1,000,000
							<u> </u>		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (/	ACORE	0 101, Additional Remarks Schedu	ule, may be a	attached if more	e space is requir	ed)		
CERTIFICATE HOLDER				CANCE	LLATION				
				0.10.1					

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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U.S. Department of Transportation Federal Motor Carrier Safety Administration PMCSA MC-R15 1200 New Jersey Ava., S.E. Washington, DC 20590

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

SERVICE DATE November 26, 2018

LICENSE

MC-937032-B U.S. DOT No. 2805162 BEST BAY LOGISTICS INC LATHROP, CA

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.

Alfy t. Sten +

Jeffrey L. Secrist, Chief Information Technology Operations Division

BPO

USDOT Number: _

Date Received:

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.



United States Department of Transportation
Federal Motor Carrier Safety Administration

Bond Number: 10125755 MC# and/or FF#: 937032

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

FORM BMC-84

KNOW ALL MEN BY THESE PRESENTS, that we, $_$	BEST BAY LOGISTICS INC (Name of Broker or Freight Forwarder)					
of 13831 SLOVER AVE	FONTAI	NA California	92337			
(Street)	(City)	(State)	(Zip)			
as PRINCIPAL (hereinafter called Principal), and	Hudson	Insurance Company	,			
· · · · · · · · · · · · · · · · · · ·	(Name of Surety)					
Currenting and Disk Determined Current establish	ale and some dama dama i the latitude of Discher Disch	- A-+ - 61000 Dub 1 00 502 -				

a corporation, 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 ___________ (hereinafter called Surety), are held and firmly bound unto the United States of _________

America in the sum of \$75,000 for a broker or freight forwarder, 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 or Freight Forwarder pursuant to the provisions of <u>Title 49 U.S.C. 13904</u>, 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 bond as will ensure financial responsibility and the supplying of transportation subject to the <u>ICC Termination Act of 1995</u> in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with <u>49 U.S.C. 13906(b)</u>, 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 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 <u>ICC Termination Act of 1995</u> under license issued to the Principal by the Federal Motor Carrier Safety 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 Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the <u>05th</u> day of <u>August</u>, <u>2021</u>, 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 Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA 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 herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the 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 the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA 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 <u>Section 387.315 of Title 49</u> of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under <u>18 U.S.C. 1001</u>.

IN WITNESS WHEREOF, the said Prin	ncipal and Surety h	ave executed this instrume	nt on the <u>05th</u> day	of Augus	st <u>, 2021</u> .
PRINCIPAL			SURETY		
BEST	BAY LOGIST	FICS INC	Hudsor	n Insurance C	ompany
COMPANY NAME			COMPANY NAME		
13831 SLOVER	AVE	FONTANA	1035 Greenwood Bou	ulevard, Suite 265	LAKE MARY
STREET ADDRESS		CITY	STREET ADDRESS		CITY
California	92337	(310) 492-3059	Florida	32746	(877) 514-5146
STATE	ZIP CODE	TELEPHONE NUMBER	STATE	ZIP CODE	TELEPHONE NUMBER
				eisbrot , Attorr	
(type or j	orint Principal officer's	name and title)	(type or p	int Principal officer's n	ame and title)
	(Principal officer's sign	aature)	(1	Principal officer's signa	ture)
	(type or print witness's	name)	(t	ype or print witness's n	ame)
	(witness's signatur	·e)		(witness's signature))
				(affix Surety seal	SEAL 1918 B307 B307
		Filings must be trans	mitted online via the Int	ernet at <u>http://wv</u>	<u>/w.fmcsa.dot.gov/urs</u> .

PROPERTY BROKER'S EXCESS SURETY UNDERTAKING



UNDERTAKING NO.	3272380			MC #	937032
UNDERLYING BOND NO	. 3219691	CARRIER	Great American Insurance Company		

WHEREAS Best Bay Logistics Inc (the "Principal) is a duly licensed property broker, and in compliance with applicable statutes and regulations under Title 49 of the United States Code (collectively, "Title 49"), Principal has on file with the Federal Motor Carrier Safety Administration ("FMCSA") a Form BMC-84 "Broker Surety Bond Under 49 U.S.C. 13906" (the "Required Security");

WHEREAS Title 49 requires the Principal to have proof of the Required Security on file with the FMCSA in order to ensure financial responsibility in the amount of \$75,000 in the course of providing services as a Title 49 licensed property broker;

WHEREAS the Principal wishes to provide to its cargo shippers and motor carriers (collectively, "CSMC") financial responsibility in excess of the amount of the Required Security for services the Principal renders under its authority as a Title 49, licensed broker;

NOW THEREFORE, in consideration of payment of an agreed-upon premium and signed indemnity agreement, the receipt of which is a condition precedent to effect coverage under this Property Broker's Excess Surety Undertaking (the "Excess Surety Undertaking"), and upon the terms, conditions, and limitations set forth below, Great American Insurance Company (the "Surety) and Principal agree as follows:

1. COVERAGE

"Exhausted the Required Surety" means the CSMC(s) has received payment or a written promise of payment of all or a pro rata amount of the \$75,000 Required Security by its trustee, thereby exhausting the same, such that a deficiency remains toward the full satisfaction of the claim of the CSMC(s) against the Principal for services it renders under its authority as a Title 49 licensed broker.

The Surety, on behalf of the Principal, hereby agrees to provide payment to a CSMC or CSMCs, on a pro rata basis, if applicable, that have made a timely and valid claim under this Excess Surety Undertaking, in the manner set forth below, in an amount that is in excess over the amount of the Required Security, and up to and including the limit of \$25,000 of this Excess Surety Undertaking if, and only if (a) any CSMC(S) have Exhausted the Required Security, and (b) this original, signed Excess Surety Undertaking is effective subject shipment Date(s) that give rise to a claim hereunder as acknowledged by agents.

11. TERMS, CONDITIONS, AND LIMITATIONS

A. Except as otherwise provided herein, the protection afforded under this Excess Surety Undertaking is limited to eligible freight charges arising out of services the Principal has rendered as a Title 49 licensed broker, and this Excess Surety Bond is subject to and shall follow all of the terms, definitions, conditions, and limitations of the Required Security, and any applicable statutes, regulations, and/or rules.

As a condition precedent to the protection afforded under this Excess Surety Undertaking, the Principal shall timely pay all premiums due and maintain the Required Security.

All premiums are deemed fully earned by the Surety upon original signed Excess Surety Undertaking. In the event that the Principal makes a material misrepresentation or omission in the information that the Principal furnishes to the Surety in applying for this Excess Surety Undertaking, such material misrepresentation or omission shall render this Excess Surety Undertaking null and void from its inception.

"Termination" of this Excess Surety Undertaking means its cancellation or non-renewal by either party or upon receipt of written notice that the Principal failed to maintain the Required Security. The effective date of any given Termination shall be thirty days from the date on which the terminating party has given written notice of Termination to the other party (the "Effective Date of Termination"). Regardless of which party terminates the Excess Surety Bond, it shall be the Principal's sole responsibility to notify its CSMCs of Termination. But any Termination shall be effective irrespective of whether the Principal notifies its CSMCs of the same.

B. The CSMCs are the sole obligees under this Excess Surety Undertaking, and only they shall be entitled to exercise any rights hereunder. Third-party claims are prohibited. Payment of any claim hereunder by the Surety shall be directly to the claiming CSMC(s) of the Principal, but only following that to the CSMC(s) under the Required Security.

Within ninety (90) days of the date of a CSMC's invoice to the Principal or the date of delivery, whichever is earlier, and in no event later than ninety (90) days from the Effective Date of Termination of this Excess Surety Undertaking (the "Claims Cut-Off Date"), a CSMC must submit an "Excess Claim" by writing to the Surety at the address set forth below in paragraph "G."

The Surety shall make payment to a CSMC in the amount equal to the excess loss over the Required Security amount of \$75,000, subject to an aggregate limit of \$25,000, promptly after the occurrence of all the following events:

- The CSMC(s) have Exhausted the Required Security;
- 2. The Surety's receipt of the CSMC's timely and completed Excess Claim on the required form; and
- 3. As part of the Excess Claim, the CSMC shall provide true and correct copies of the following documents: (a) proof that any

CSMC has Exhausted the Required Security; (b) the invoice(s) issued by the CSMC to the Principal; (c) the subject bills(s) of lading; (d) the subject rate confirmation form(s); (e) the subject cancelled check(s) or other proof of payment: and (f) copies of all documents arising out of or in any way connected with any claim, litigation, or arbitration between the CSMC and Principal that is connected in any way to the CSMC's Excess Claim. including, without limitation, copies of the applicable broker-carrier and/or broker-shipper agreements.

The Surety shall require an affidavit from the CSMC, in a form acceptable to the Surety in its sole discretion, that the copies of the above documents are true and correct. The Surety, at its sole discretion, may waive any of the aforementioned events without prejudice to any other term, condition, or limitation of this Excess Surety Bond.

A payment by the Surety under this Excess Surety Undertaking shall, to the extent of that payment, constitute a defense of the C Surety against any duplicative claim made under this Excess Surety Undertaking by any person.

The Principal, or its successor by operation of law or regulation, shall promptly notify the Surety (i) of any condition of the D. Principal that it reasonably likely to result in the Surety's being required to make a payment under this Excess Surety Undertaking or (ii) any assertion against the Principal of any claim or threatened claim, suit, or proceeding of which the Principal has received notice and that is reasonably likely to result in the Surety's being required to make a payment under this Excess Surety Undertaking.

The Surety has no duty or obligation to assume control of the settlement or defense of any claims made or suits brought or proceedings instituted against the Principal. But the Surety shall have the right and be given the opportunity to associate with the Principal or its successor in interest in the defense and control of any claim, suit, or proceeding, where such claim, suit, or proceeding involves or appears reasonably likely to affect payment under this Excess Surety Undertaking, in which event the Principal and the Surety shall cooperate in all respects in the defense of such claim, suit, or proceeding.

The Surety shall be subrogated to the rights and claims of each CSMC to which the Surety shall make payment under this Excess E. Surety Undertaking, to the extent of the Surety's payment to the CSMC or for its account. Each CSMC to which the Surety shall be obligated to make payment shall, as a condition to the receipt thereof, execute an assignment of such rights and claims in favor of the Surety in a form acceptable to the Surety, and the CSMC shall agree, at the surety's expense, to cooperate with the Surety and exercise reasonable efforts to assist the Surety to recover such payment, together with all costs and expenses, including, without limitation, attorneys' fees, that the Surety incurs that arise out of or are in any way connected to the payment or the recovery.

The Principal agrees to submit for prior approval by the Surety any advertising or marketing by or on the Principal's behalf that references the Surety's name or coverage under this Excess Surety Undertaking.

G. This bond is effective March 6, 2020 , and is continuous until cancelled.

H. The Surety may withdraw from this bond by giving 30 days written notice by certified mail to obligee, provided such withdrawal shall not release any liability existing hereunder at the time of the effective date of said withdrawal.

١. The parties shall give any notices to each other required by this Excess Surety Bond by U.S. mail, postage prepaid, to the following addresses:

Surety:	Great American Insurance Company
Street Address:	301 E 4th Street
City. State ZIP:	Cincinnati, OH 45202

20 20 Signed, sealed, and dated this 06th day of March

Surety:

Grea By: Attorney-in-Fact John D Weisbrot

CORPORATE ADDRESS

13831 SLOVER AVE FONTANA, C A 92337 TEL: 1(855) 779-2378 UNITED STATES

PRESIDENT & CEO

RAJWINDER SINGH PHONE:1(855) 779-2378

SR. ACCOUNTING MANAGER: Honey Phone: (323) 458-6796 Email: Honey@BestBaylogistics.com

SAFETY COMPLIANCE MANAGER

IAN WILSON Phone: (916)-306-0012 Email: Ian@bestbaylogistics.com

BANK/PAYMENT INFO

BANK OF AMERICA PO BOX 25118, TAMPA, FL 33622–5118 ROUTING#/ABA#: 121000358 ACCOUNT#: 325113391488 PAYMENT TERMS: 30 DAYS PAYMENTS OPTIONS: ACH WIRE & DIRECT DEPOSIT

CORPORATE NUMBERS/INFO

PHONE: 1(855) 779-2378 FAX: 1(323) 544-0726(MAIN)

AFTER HOURS DISPATCH PHONE: 1(855) 779-2378 EMAIL: INFO@BESTBAYLOGISTICS.COM

BROKERAGE/LOGISTICS INFO BROKERAGE DIVISION BEST BAY LOGISTICS

VALUE OF SECURITY BOND - \$75,000.00 EXCEED BOND: \$25000.00 REMIT ADDRESS For Checks & Invoices PO BOX 511423 LOS ANGELES, CA 90051-7978 UNITED STATES

> SR. VICE PRESIDENT PARAM SINGH PHONE:1(855) 779-2378

CHIEF FINANCIAL OFFICER (CFO):

SUNIL JIT SINGH Phone:1(855) 779-2378 Email: Sunil@BestBaylogistics.com

DIRECTOR OF BUSINESS DEVELOPMENT

JASKARAN SINGH GILL Phone: 1(855) 779-2378 Email: Jaskaran@BestBaylogistics.com

INSURANCE INFO

INSURANCE & TRADE ADVISORY SOLUTIONS SCHENKER, INC. 41 PINELAWN ROAD, STE. 110 MELVILLE, NY 11747 (USA) PHONE: (516) 377-2644 EMAIL: LEORA.NUNAMACHER@DBSCHENKER.COM GEN LIABILITY: \$2,000,000.00 AUTO LIABILITY: \$1,000,000.00 CARGO: \$250,000

MISC CORPORATE INFO

PRIVATELY OWNED COMPANY WEBSITE: BESTBAYLOGISTICS.COM BUSINESS HRS: 24 HOURS YEAR IN SERVICE: 2015 CLASSIFICATION: C CORPORATION CARRIER TYPE: FREIGHT/CARRIER/TRUCKLOAD CARRIER OPTIONS: ASSET & BROKERAGE

COMPANY INFO

MC#: 937032 DOT#: 2805162 SCAC CODE: BBYY DOT RATING: SATISFACTORY (03-02-21) CARRIER RATING: A