



MC-187090

**APPLICATION FOR CREDIT**

NAME & ADDRESS OF COMPANY OR INDIVIDUAL: \_\_\_\_\_ MOTOR CARRIER NUMBER: \_\_\_\_\_

NO./STREET: \_\_\_\_\_ PHONE#: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_ FAX#: \_\_\_\_\_

DUNNS: \_\_\_\_\_ FED I.D.#: \_\_\_\_\_ YEARS IN BUSINESS: \_\_\_\_\_

ACCOUNTS PAYABLE CONTACT: \_\_\_\_\_ ARE P.O.D.s REQUIRED FOR PAYMENT? Y/N  
ARE YOU ABLE TO RECEIVE INVOICES AND P.O.D.s VIA EMAIL? Y/N

BUSINESS STRUCTURE: \_\_\_\_\_ CORPORATION \_\_\_\_\_ PRIOPRIETORSHIP \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_  
(check one)  
\_\_\_\_\_ Other (Explain) \_\_\_\_\_

IF PARTNERSHIP/PROPRIETORSHIP PRINCIPLES NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
\_\_\_\_\_ TITLE: \_\_\_\_\_

**BANK REFERENCE**

BANK NAME: \_\_\_\_\_ OFFICER: \_\_\_\_\_

BANK ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

**BUSINESS REFERENCES EXTENDING CREDIT**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CONTACT: \_\_\_\_\_

**TRANSPORTATION REFERENCES EXTENDING CREDIT**

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CONTACT: \_\_\_\_\_

NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CONTACT: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**FAX BACK TO 718-620-0083**

TITLE: \_\_\_\_\_



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
September 13, 2006

**DECISION**  
MC-187090  
TARGET INTERMODAL SYSTEMS, INC.  
BRONX, NY  
**REENTITLED**  
TARGET INTERMODAL SYSTEMS, INC.  
D/B/A TARGET INTEGRATED LOGISTICS

On September 5, 2006, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

**It is ordered:**

The Federal Motor Carrier Safety Administration's records are ordered to reflect the carrier's name as TARGET INTERMODAL SYSTEMS, INC., D/B/A TARGET INTEGRATED LOGISTICS.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 400 Virginia Avenue, SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

**Decided:** September 8, 2006  
By the Federal Motor Carrier Safety Administration

Angeli Sebastian, Chief  
Information Systems Division

NC/A

**CO-BROKERAGE AGREEMENT**  
(Between Licensed Transportation Brokers)

Agreement, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
(the "Effective Date"), by and between:

Target Intermodal Systems, Inc. dba TARGET INTERGRATED LOGISTICS, a New York corporation with principal offices at 33A N.Y.C. Terminal Market, Bronx, NY 10474 (hereinafter called "TARGET") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter called "\_\_\_\_\_")

WHEREAS, both parties are duly licensed transportation brokers (copies of whose licenses are attached hereto and made part hereof) and are authorized to arrange for the transportation by motor vehicle of general commodities except household goods, between points in the United States.

WHEREAS, both parties control the transportation of commodities that will be tendered to carriers in accord with the criteria established in (subject to change; 132 MCC 794 (1982)), and

WHEREAS, both parties have extensive experience in dealing with both shippers and carriers of general commodities and recognize that a cooperative arrangement between the parties can be to their mutual advantage.

NOW, THEREFORE, in consideration of the covenants and agreements and warranties hereinafter set forth, it is agreed:

1. That the broker providing the carrier shall warrant, covenant and agree:
  - (a) That the carrier
    - (i) is a licensed motor carrier, with a satisfactory DOT safety rating and has current insurance certificates on file with broker;
    - (ii) is duly authorized to provide transportation of general commodities for broker between all points in the United States;
  - (b) That the rates charged by the carrier are lawful rates; and that a faxed confirmation of rate will exist between carrier and broker;
  - (c) That a valid contract exists between the broker and the carrier. That the shipper, owner or consignee on transaction of shipment arranged pursuant to this agreement shall have all protections accorded by the said CONTRACT to shipper, owner, consignee and broker.
2. The broker who provides the traffic shall be responsible for the payment of the transportation charges 30 days from receipt, failure of the shipper to pay these charges shall be no defense to that obligation. Charges will be reduced to writing, reviewed and accepted by both parties. Such shall be entitled "Appendix A", and shall contain all charges and instructions on shipment, acceptance by signature of both party's shall constitute entire detail of such transaction.
3. TARGET agrees to offer \_\_\_\_\_ a minimum of \_\_\_\_\_ lbs. of freight per year.
4. Both parties agree to cooperate fully with the other in procuring freight from shippers or transportation services from carriers and to utilize each other's services from time to time.
5. Then in recognition of the fact that each of the parties have their own shipper or carrier accounts and will separately procure new accounts during the term of this agreement, the parties hereto expressly agree that both party's shall refrain from soliciting business from nor perform brokerage services directly on behalf of any shipper or carrier that the other party first procures and continues to have as an account. In the event that this does occur, the injured party is entitled to \_\_\_\_% of gross billing on those transactions for a period of one year thereafter.

6. The relationship of each broker shall at times be that of an independent contractor.
7. Any and all changes to this agreement shall be reviewed by both parties and signed before changes can be facilitated, such changes may be faxed, and original made part of the contract at a later date.
8. If any damages are caused to one party by the failure of the other party to carry out all covenants, guarantees and warranties contained in this contract the damaged party shall receive full compensation from the other party who failed to carry out the said covenants, agreements and warranties including the payment of reasonable attorney fees.
9. The broker who provides the carrier shall be responsible to determine that the carrier is a duly licensed carrier with appropriate and satisfactory primary cargo and liability insurance. In the event of loss of said shipment, the broker who procures the carrier shall indemnify and hold the co-broker harmless from any and all losses associated with said loss. Notification of possible loss or damage shall be given as soon as such information is available.
10. This agreement shall be in force for a period of one year commencing upon the date of execution and shall be deemed renewed for like periods of time thereafter unless terminated by either party providing fifteen days advance written notice of termination to the party. Termination of this agreement shall not relieve either party of obligations to the other incurred prior to the effective date of termination nor of obligations arising out of any of the terms contained in this contract. However, only accounts identified by one party to the other prior to the date of termination shall be subject to the continued application of this agreement.

IN WITNESS WHEREOF, the parties have set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

TARGET INTERGRATED LOGISTICS

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

## 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) <b>Target Intermodal Systems, Inc.</b>	
Business name, if different from above <b>DBA: Target Integrated Logistics</b>	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) <b>33-A NYC TERMINAL MARKET</b>	Requester's name and address (optional)
City, state, and ZIP code <b>BRONX, NY 10474</b>	
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								
1	1	2	8	0	2	1	4	5

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. person (including a U.S. resident alien).

**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.)

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Robert Jones</i>	Date ▶ <b>09/26/06</b>
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### 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,