

**FWCC, Incorporated  
P.O. Box 863  
Muldrow, OK 74948**

**Attn: Dispatch/Load Coordinator**



**800-343-0441**

**Fax 918-427-7725**

**<http://www.fwccinc.com>**



FWCC, Incorporated began operations in 1987 providing long haul transportation to retail department stores and snack food manufacturers. FWCC, Incorporated prides itself in providing quality [services](#) and on time delivery using state of the art Mobile Communication and [Information Systems](#). FWCC, Incorporated maintains a history of satisfied customers and [references](#).

FWCC, Incorporated has strategically positioned itself as a quality provider of transportation services. Primary [services](#) include long haul, truckload transportation of van and temperature controlled freight via [traffic lanes](#) that include all 48 U.S. states. FWCC, Incorporated maintains excellent late model [equipment](#) and has an average length of haul of 1100 miles. Other [services](#) include regional and local freight cartage hauls.

Call or write today for a [quote](#) or to check our [equipment availability!](#)

# About FWCC



- [ICC MC 201603](#)
- D.O.T. [366321](#)
- Fed ID: 75-2207977
- SCAC Code: FWCT
- DUNS#: 60-652-9287
- [Long Haul service in 45 contiguous states](#)
- Regional transportation services in AL, AR, IA, IL, KS, KY, LA, MO, MS, NE, OK, TN, TX
- Established in 1987
- Head-quartered in Muldrow, OK
- J.I.T. and time sensitive transportation
- Quick response and trailer pools available
- Local cartage in terminal or drop yard locations
- 98% on-time delivery
- Less than .1% claims ratio
- Undisputed cargo damage claims paid within 30 days
- \$500,00 cargo insurance
- \$1,000,000 liability insurance
- \$1,000,000 property insurance
- \$1,000,000 workman's compensation insurance
- Computerized record keeping, dispatch, routing and billing
- Detailed freight invoices
- 100% Company owned equipment
- 24 hour / 7 day Dispatcher and Management availability
- 131 - 53' x 102" Dry Vans - Air Ride
- 2 - 48' x 102" Reefers - Air Ride
- Dedicated to providing professional and reliable transportation services
- [Equipment Availability List](#) available E-mail or website

**SERVICE DATE**

May 7, 1991

PM-31

(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

PERMIT

NO. MC 201603\*

FWCC, INC.  
Fort Worth, TX

This Permit is evidence of the carrier's authority to engage in transportation as a contact carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contract (49 CFR 1053)<sup>1</sup>; and for passenger carriers, tariffs or schedules (49 CFR 1312).

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

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

By the Commission.

SIDNEY L. STRICKLAND, JR.  
Secretary

(SEAL)

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

<sup>1</sup>While the execution of contracts must be accomplished, it is unnecessary to file them with the commission.

To operate as a contract carrier by a motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except household goods; commodities in bulk, classes A and B explosives; Poison as a liquefied compressed gas or compressed gas; highway routed controlled quantity radioactive materials as defined in §49 CFR 173.455; or hazardous substances transported in cargo tanks, portable tanks, or hopper type vehicles with the capacities in excess of 3500 water gallons) between points in the United States (except AK and HI), under continuing contract(s) with commercial shippers or receivers of such commodities.

\*This Permit modifies and cancels Permit No. 201603, issued November 16, 1987, as requested by applicant.



## **Rules and Accessorial Charges Effective January 2006**

### **Stop Charges**

1<sup>st</sup> pickup and last drop will be considered free with any additional stops to be charged as follows:

1. First stop at \$100
2. Second stop at \$175
3. Third stop at \$250
4. All additional stops at \$325 each

All mileage from 1st pickup to the last drop will be billed at published rate. If no rates are published \$1.50/ mile will apply.

### **Detention**

1. Detention will start after 2 hours upon - on time arrival of carrier within agreed dispatch time frame
2. Charges will be \$50.00 per hour or fraction thereof, broken into 15 minute increments after expiration of free time. Layover charges will apply on time after 9 hours.

### **Reconsignment**

Shipments that require the consignee and/or destination of the shipment to be changed to effect delivery after the shipment is in transit will be subject to the following charges:

- a. \$125 additional charge per reconsignment plus all applicable mileage and stop charges.
- b. Applicable mileage charges include the greater of: \$1.35 per mile from the origin point to the final destination via the point of reconsignment or the published rate per mile from the origin point to the final destination via the point of reconsignment.
- c. Stop charges will apply if the shipment arrives at the original consignee prior to notification.

***Instructions must be confirmed in writing.***

### **Redelivery**

When a shipment is tendered for delivery and through no fault of the carrier such delivery cannot be accomplished, a charge of \$1.50 per mile, subject to a minimum additional charge of \$150 plus applicable Detention and/or Storage Fees will apply for each time the carrier returns to effect delivery of the shipment.

### **Layover Charges**

\$350 per driver/per vehicle per night

### **Loading / Unloading**

Actual loading / unloading costs + \$5.00 per transaction will be reimbursed by Payor / Broker. Carrier will provide copy of unloading receipt.

### **Indemnity**

Payor / Broker and Carrier will each indemnify, defend and hold the other harmless from and against any liability, losses, damages, claims, judgments, fines, penalties, lawsuits, and expenses ("Costs"), resulting from personal injury, property damage (other than cargo), or violation of the law caused by their respective negligent or wanton acts or omissions.

### **C.O.D. Shipments**

A C.O.D. charge equal to 1% of the product C.O.D amount will be assessed to all shipments. Payor / Broker shall supply or reimburse postage for receipt of C.O.D. payment for methods other



the event of a holiday on Monday, the DOE Index for Tuesday will be used and will apply on all shipments loaded on or after that Tuesday.

- **application;** for simplicity in application, the following table reflects the above formula:

### Fuel Surcharge Calculator

Base Price \$1.15  
Fleet Mpg 5

Current D.O.E Price \$/gallon  
Current Fuel Surcharge: \$/mile

D.O.E. National Average \$/gallon		Fuel Surcharge \$/mile
\$/gallon	\$/gallon	
\$1.176	to \$1.225	\$0.01
\$1.226	to \$1.275	\$0.02
\$1.276	to \$1.325	\$0.03
\$1.326	to \$1.375	\$0.04
\$1.376	to \$1.425	\$0.05
\$1.426	to \$1.475	\$0.06
\$1.476	to \$1.525	\$0.07
\$1.526	to \$1.575	\$0.08
\$1.576	to \$1.625	\$0.09
\$1.626	to \$1.675	\$0.10
\$1.676	to \$1.725	\$0.11
\$1.726	to \$1.775	\$0.12
\$1.776	to \$1.825	\$0.13
\$1.826	to \$1.875	\$0.14
\$1.876	to \$1.925	\$0.15
\$1.926	to \$1.975	\$0.16
\$1.976	to \$2.025	\$0.17
\$2.026	to \$2.075	\$0.18
\$2.076	to \$2.125	\$0.19
\$2.126	to \$2.175	\$0.20
\$2.176	to \$2.225	\$0.21
\$2.226	to \$2.275	\$0.22
\$2.276	to \$2.325	\$0.23
\$2.326	to \$2.375	\$0.24
\$2.376	to \$2.425	\$0.25
\$2.426	to \$2.475	\$0.26
\$2.476	to \$2.525	\$0.27
\$2.526	to \$2.575	\$0.28
\$2.576	to \$2.625	\$0.29
\$2.626	to \$2.675	\$0.30
\$2.676	to \$2.725	\$0.31
\$2.726	to \$2.775	\$0.32
\$2.776	to \$2.825	\$0.33
\$2.826	to \$2.875	\$0.34
\$2.876	to \$2.925	\$0.35
\$2.926	to \$2.975	\$0.36
\$2.976	to \$3.025	\$0.37

Payor / Broker: \_\_\_\_\_

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## BNSF Logistics, Inc.

*P.O. Box 8050  
Springdale, AR 72766  
(877) 888-6495  
Kevin Smreker*

## Complete Distribution Services

*P.O. Box 19030  
Portland, OR 97280  
503-624-0908  
Steve Greer*

## RMA Transportation Services

*P.O. Box 756  
Lake Zurich, IL 60047  
(888) 691-2659 ext 112  
Jay Johnson*

## Austin's Transport

*P.O. Box D  
Twin Falls, ID 83303  
(800) 635-0825  
Bob Papac*

**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)

**FWCC, Incorporated**

Business name, if different from above

Check appropriate box:  Individual/Sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
 Other (see instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)

**P.O. Box 863**

Requester's name and address (optional)

City, state, and ZIP code

**Muldrow, OK 74948**

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

**75 2207977**

**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:

- 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
- 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
- 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 ▶

*Kelley Hicks*

Date ▶ **10-6-09**

**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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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,

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/29/2009

<b>PRODUCER</b> WM RIGG CO 777 MAIN ST STE C-50 FT WORTH TX 76102 (817) 820-8100	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Ft. Worth Carrier Corp. FWCC, Inc.; Power <input type="checkbox"/> Lease Corp. P.O. Box 161190 Ft Worth TX 76161	INSURER A: Great American Ins Co of NY	28173
	INSURER B: Lexington Insurance Co.	19437
	INSURER C: Insurance Co State of Penn	
	INSURER D: New Hampshire Ins Co	
	INSURER E:	


**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
C		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	GL0949382	10/1/2009	10/1/2010	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ Included
C		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA0949211	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B		<b>EXCESSUMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	021404467	2/1/2009	2/1/2010	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$ 1,000,000
							\$
							\$
							\$
D		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC001705057	10/1/2009	10/1/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER Cargo	IMP6146987	10/1/2009	10/1/2010	500,000/Veh except 750,000 for Dillards; 100,000 Prshbls	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**

Cargo coverage has \$10,000 Ded. except \$25,000 Ded. applies to Dillards loads. Perishable limit  shown above includes reefer breakdown coverage. Blanket Waiver of Subrogation on WC & GL with  Blanket Additional Insured on AL if required by written contract.

<b>CERTIFICATE HOLDER</b>  FWCC Inc <input type="checkbox"/> Attn Kelly P O Box 863  Muldrow OK 74948	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE 
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