



7401 S 78<sup>th</sup> Ave  
Suite 100B  
Bridgeview, IL 60455

Tony Apa Jr.  
President  
[aapa@mark-itexpress.com](mailto:aapa@mark-itexpress.com)

Justin Nelson  
Vice President  
[jnelson@mark-itexpress.com](mailto:jnelson@mark-itexpress.com)

John Condon  
Director of Sales  
[jcondon@mark-itexpress.com](mailto:jcondon@mark-itexpress.com)

708.910.2840 phone  
866.538.9509 toll free  
708.924.5011 fax



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

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

**SERVICE DATE**  
**December 19, 2008**

**LICENSE**  
**MC-663916-B**  
**MARK-IT EXPRESS LLC**  
**CHICAGO, IL**

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 cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief  
Information Systems Division

BPO

# FMCSA Motor Carrier

USDOT Number: 2243465

Docket Number: MC663916

Legal Name: MARK-IT EXPRESS LLC

DBA (Doing-Business-As) Name



## Addresses

Business Address: 7401 S 78TH AVE

BRIDGEVIEW, IL 60455

Business Phone: (708) 910-2746

Business Fax: Fax: (630) 758-2427

Mail Address:

Mail Phone:

Mail Fax:

Undeliverable Mail: NO

## Authorities:

Common Authority: NONE

Application Pending: NO

Contract Authority: NONE

Application Pending: NO

Broker Authority: ACTIVE

Application Pending: NO

Property: YES

Passenger: NO

Household Goods: NO

Private: NO

Enterprise: NO

## Insurance Requirements:

BIPD Exempt: NO

BIPD Waiver: NO

BIPD Required: \$0

BIPD on File: \$0

Cargo Exempt: NO

Cargo Required: NO

Cargo on File: NO

BOC-3: YES

Bond Required: YES

Bond on File: YES

Blanket Company: ALL AMERICAN AGENTS OF PROCESS

## Comments:

## Active/Pending Insurance:

Form: 85	Type: TRUST FUND	Posted Date: 11/06/2013
Policy/Surety Number: 20080946	Coverage From: \$0	To: \$75,000 *
Effective Date: 11/06/2013	Cancellation Date:	

Insurance Carrier: LIBERTY NATIONAL FINANCIAL CORP.

Attn: JOSH ELAM

Address: 1300 12TH AVE S.E./ PO BOX 6089

NORMAN, OK 73070 US

Telephone: (405) 321 - 5310 Fax: (405) 321 - 5313

\* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$75,000 for bond/trust fund insurance for brokers and freight forwarders). The carrier may actually have higher levels of coverage.

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-RRR, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906  
or Notice of Cancellation of the Agreement

# FORM BMC-85

Filer FMCSA Account Number: 20111545

License No. MC- 663916

KNOW ALL MEN BY THESE PRESENTS, that we, MARK-IT EXPRESS LLC  
(Name of Broker or Freight Forwarder)  
of 1071 W 15TH ST #310 CHICAGO Illinois 60608  
(Street) (City) (State) (Zip)  
as TRUSTOR (hereinafter called Trustor), and LIBERTY NATIONAL FINANCIAL CORP  
(Name of Trustee)  
a financial institution created and existing under the laws of the State of Oklahoma as TRUSTEE (hereinafter called Trustee)  
(State)

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 either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) 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 either a licensed Broker or a licensed Freight Forwarder 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:

1. 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 to contracts, agreements or arrangements with Trustor.
2. 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.
3. 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.
4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, 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 Trust or 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 Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
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 Oklahoma, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 12th day of November, 13, 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 Principal and Surety have executed this instrument on the 12th day of November, 13.

**TRUSTOR**

MARK-IT EXPRESS LLC

COMPANY NAME

1071 W 15TH ST #310

CHICAGO

STREET ADDRESS

Illinois

60608

CITY

(866) 538-9509

STATE


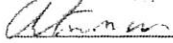
ZIP CODE

TELEPHONE NUMBER

ANTHONY M APA JR

Joshua H Cooley

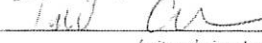
(type or print Principal officer's name and title)



(Principal officer's signature)

Todd Creagan

(type or print witness's name)



(witness's signature)

**TRUSTEE**

LIBERTY NATIONAL FINANCIAL CORP

COMPANY NAME

1300 12TH AVE SE #248

NORMAN

STREET ADDRESS

Oklahoma

73071

CITY

405-321-5310

STATE

ZIP CODE

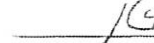
TELEPHONE NUMBER

CYNTHIA MARTINIAN

(type or print Principal officer's name and title)



(Principal officer's signature)



(type or print witness's name)



(witness's signature)

**NOTICE OF CANCELLATION**

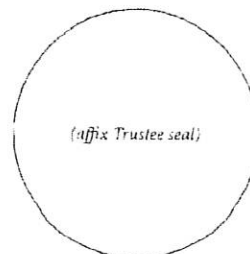
This is to advise that the above Trust Fund Agreement executed on the 12th day of November, 13 is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C.

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

Only financial institutions as defined under 49 CFR 387.307(c) 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.





#### Credit References

RTS Financial  
9300 Metcalf, Suite 301  
Overland Park, KS 66212  
Patrycja Mitchell  
(913)890-6620

G&J Trucking  
24950 S Ridgeland Ave  
Monee, IL 60449  
Jamie Haugh  
(708)210-1846

MBT Transport  
7753 W 47<sup>th</sup> St  
McCook, IL 60525  
Mary Budz  
(708)447-5714

Priority-1 Inc  
1800 East Roosevelt Rd  
Little Rock, AR 72206  
Sandi Marshall  
(501)371-9814

#### Bank Information

MB Financial Bank, N.A.  
800 W Madison St  
Chicago, IL 60607  
Mark Staunton  
(888)422-6562



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**CARRIER PROFILE:**

CARRIER: \_\_\_\_\_ LEGAL NAME: \_\_\_\_\_

TAX ID #: \_\_\_\_\_ MC #: \_\_\_\_\_ INC/CORP?: YES / NO

PHONE #: \_\_\_\_\_ CONTACT(s): \_\_\_\_\_

FAX #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
(If different)

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

INSURANCE AGENCY: \_\_\_\_\_

AGENT: \_\_\_\_\_ POLICY #s: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

**BROKER/CARRIER AGREEMENT**



This **AGREEMENT** made on \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ by and between

\_\_\_\_\_ MC# \_\_\_\_\_ hereinafter referred to as

**CARRIER** and **Mark-It Express LLC, MC 663916B** hereinafter referred to as **BROKER**.

**TERMS AND CONDITIONS:**

1. **CARRIER** agrees to transport the shipment in its own equipment. **BROKER** is responsible for providing all important documentations, information, and special instructions regarding the shipment and **CARRIER** is responsible for following the instructions and delivering freight as it was loaded.
2. **CARRIER** shall be authorized to operate as a contract motor carrier by the I.C.C, and shall provide and maintain, at its sole cost and expense, insurance against liability for injuries, death of persons, damage to property, or to the goods. **CARRIER** is responsible for transporting and any additional insurance required by applicable laws, rules, and regulations. **CARRIER** shall furnish to **BROKER** upon request, a copy of each such insurance policy, and written certificates of insurance showing **BROKER** as an additional holder of the certificate.
3. **BROKER** agrees to pay **CARRIER** for the transportation of freight moved under this agreement in accordance with the rates set prior to booking of the shipment. Modifications or additions to these rates may be agreed to in writing or made verbally to meet specific shipping schedules. **CARRIER** will bill all charges for transportation services directly to **BROKER** with a copy of the signed bill-of-lading and delivery receipt. **BROKER** agrees that it will endeavor to pay all freight bills for transportation within **thirty (30) days** of receipt. **CARRIER** will not bill the shipper or the customer.
4. Whether or not the **CARRIER** is authorized to operate, or does operate, as a common carrier, each and every shipment tendered to **CARRIER** as a motor contract carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage hereunder.
5. **BROKER** and **CARRIER** agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 U.S.C 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of **BROKER** or by providing specialized services or equipment designated to meet the distinctive needs of **BROKER** or the co-signer.
6. **CARRIER** at its sole cost and expense shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. **CARRIER**, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed





personnel. Without the prior written consent of **BROKER**, **CARRIER** shall not permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation (No double brokerage under any circumstances).

7. **CARRIER** will be responsible to comply with all applicable I.C.C. and D.O.T. regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier. Carrier warrants that it is in full compliance with all federal and state laws and regulations. **CARRIER** also agrees that its U.S.D.O.T. rating is satisfactory. In addition, **CARRIER** will maintain at its own expense commercial liability and automobile liability insurance with a minimum liability of \$1,000,000 per occurrence and cargo insurance with a minimum \$100,000 per occurrence. **CARRIER** will also maintain broad form / all risk cargo insurance limits of \$200,000 per and \$400,000 total.
8. **CARRIER** shall issue a bill-of-lading in its own name and shall be liable for loss, damage, or delay of any shipment while on the possession or control of **CARRIER**. **CARRIER** hereby assumes the liability of a motor common carrier as provided in Section 11707 of Title 49 of the United States Code as in effect on the effective date of this agreement. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of the I.C.C. as published in the Code of Federal Regulations (49 C.F.R. 1005).
9. **CARRIER**, on behalf of itself and its successors and assigns, shall indemnify and hold harmless **BROKER** (and all of its past, current, and future directors, officers, employees, representatives, administrators, affiliates, agents, contractors, attorneys, advisors, successors, assigns, dealers, subsidiaries, members, and other equity holders) and hold it and them harmless against any and all claims, actions, causes of action, suits at law or in equity, and proceedings, whether civil or criminal (including, without limitation, government agency proceedings), debts, judgments, demands, controversies, losses, injuries, damages, and expenses (including without limitation **BROKER'S** reasonable attorney's fees), and liability of every kind and nature whatsoever, to the extent they arise out of fraud, violation of an applicable law or regulation, willful misconduct or negligence by action or omission of **CARRIER** (and all of its past, current, and future directors, officers, employees, representatives, administrators, attorneys, advisors, affiliates, agents, contractors, dealers, subsidiaries, successors, assigns, members, and other equity holders) in the performance of its obligations under this Agreement or the breach of any warranties of obligations under this Agreement.
10. **CARRIER** agrees to support and protect **BROKER'S** efforts in performance of this agreement by refraining from any direct contact or solicitation of **BROKER'S** customers. During the term of the agreement and for a period of **two (2) years** from the time of the termination of this agreement, **CARRIER** shall not, directly or indirectly, solicit or do business of a transportation nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of this agreement. Legal actions may be taken by **BROKER** for such behaviors.



11. **CARRIER** shall have no lien on any shipment.
12. The relationship of **CARRIER** to **BROKER** shall, at all times, be that of an independent contractor, except that **BROKER** shall be the agent for **CARRIER** for the collection and payment of charges to **CARRIER**. **CARRIER** agrees that it will look only to **BROKER** for payment, if the billed party has paid the **BROKER**. Nothing in this agreement shall be construed to give either party the power to direct or control of the daily activities of the other party, or to constitute the parties as principal and agent, employer and employee, franchiser and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking. The parties understand and agree that, except as specifically provided in this agreement, neither party grants the other party authority to make or give any agreement, statement, representation, warranty, or other liability or obligation, express or implied, on behalf of the other party, or to transfer, release, or waive any right, rule, or interest of such other party. The employees of each party shall not be considered employees of the other and shall not be eligible for any benefits given by the other to its employees.
13. Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.
14. **CARRIER** agrees that **BROKER'S** compensation hereunder for its services is confidential and need not to be disclosed to **CARRIER**. **CARRIER** further agrees that it will not reveal to anyone the terms of this agreement, the pricing for transportation service, of any other details of the business conducted between the both parties.
15. This contract is binding upon the parties here to, their successors and assigns, and shall be considered under the laws of the State of Illinois.
16. This agreement shall be deemed to be effective on the first date that **CARRIER** and **BROKER** commenced business together and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. The **initial term** of this agreement shall be **three hundred sixty-five (365) days**, with **automatic renewal** unless either party gives the other notice of non-renewal (for any reason) **ten (10) days** or more prior to a renewal date.
17. **CARRIER** shall not solicit traffic from any shipper, consignor, consignee or customer of **BROKER** where (A) the availability of such traffic first became known to **CARRIER** as a result of **BROKER'S** efforts or (B) where the traffic of the shipper, consignor, consignee or customer of the **BROKER** was first rendered to the **CARRIER** and obtains traffic from such a customer. The **BROKER** then is entitled, for a period of 24 months after the involved traffic begins to move, to a commission from the **CARRIER** of **twenty (20) percent** of the transportation revenue received on the movement of the traffic.



BROKER: Mark-It Express LLC CARRIER: \_\_\_\_\_  
ADDRESS: 7401 S 78<sup>th</sup> Ave Suite 100B ADDRESS: \_\_\_\_\_  
Bridgeview, IL 60455 \_\_\_\_\_  
PHONE: (866) 538-9509 PHONE: \_\_\_\_\_  
TAX ID #: 26-3626943 TAX ID #: \_\_\_\_\_  
BY: Anthony M Apa Jr BY: \_\_\_\_\_  
TITLE: President TITLE: \_\_\_\_\_  
WITNESS: Justin Nelson WITNESS: \_\_\_\_\_  
TITLE: Vice President TITLE: \_\_\_\_\_

### **WORKERS COMPENSATION RELEASE FORM**

- CARRIER certifies that he/she holds active DMV authority and is in full compliance with their regulations and laws regarding workers compensation insurance.

OR

- CARRIER certifies that he/she has no employees and operates his/her own equipment. Therefore; does not carry and is not required to carry workers compensation.

Furthermore; CARRIER agrees to indemnify and save harmless **Mark-It Express LLC** from all liabilities and claims of every kind, including workers compensation claims of any sort. CARRIER is responsible for his/her own health and well being. In the event of any injuries, CARRIER agrees to forfeit any rights to pursue any legal actions against **Mark-It Express LLC** or any of their customers for any sort of compensations.



CARRIER COMPANY: \_\_\_\_\_

NAME (PRINT): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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