



P 630.530.6850
F 630.530.6858

info@byrnetrans.com
www.byrnetrans.com

3 South 721 West Ave.
Warrenville, IL 60555

Carrier Operational Procedures/Expectations

When hauling a load for BYRNE TRANSPORTATION SERVICES, LLC the following operational standards are expected of our carriers. Please review the requirements below, sign & return this document with your sign up packet.

Rate Agreements

Once a shipment has been assigned to a carrier, a rate agreement will be faxed to your offices. **This agreement must be signed and returned to our offices via fax within 30 minutes of receipt.** We must have a signed rate agreement returned for each load prior to pick up.

Invoices/Bill of Ladings

All original bills of ladings, invoices, and cleared delivery receipts and other such documents as required must be forwarded to our office within 7 days of delivery. All invoices must contain the BYRNE TRANSPORTATION SERVICES, LLC Load Reference/Load Number.

Mailing address:

BYRNE TRANSPORTATION SERVICES, LLC
Attn: Carrier Settlements/Brad Vestal
3 S 721 West Avenue, Suite 100, Warrenville, IL 60555

Pick Ups

All carriers will contact our offices at 630-530-6850 or 800-984-1006 **within 30 minutes** of departure with the following information:

1. Driver Arrival Time
2. Driver Departure Time
3. Pieces/ Weight of shipment
4. Bill of Lading Number
5. Purchase Order Number (if applicable)
6. Seal Number (if applicable)

Deliveries

All carriers are to contact our office at 630-530-6850 or 800-984-1006 **within 30 minutes** of departure with the following information:

1. Driver Arrival Time
2. Driver Departure Time
3. Signature on BOL (first name or first initial and last name)

Position Check Call: Carriers are required to **contact our offices each day with a progress update.** This call should include the city, state and time of the driver's location (within the last hour). Be sure to reference Byrne Transportation Services reference/load number. Contact Number: 1-800-984-1006.

Amy Byrne x 105 for all shipments originating from the East Coast

Ellen Glock x 102 for all shipments originating from the West Coast

Carrier Name: _____

Signature: _____

Printed Name/Title: _____

Date: _____



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Carrier Sign-up Instructions

Please fax or mail the following pieces of information to:

Byrne Transportation Services, LLC
Attn: Carrier Relations
3 S 721 West Avenue, Suite 100
Warrenville, IL 60555
Fax #: 630-530-6858

The information needed is as follows:

1. Completed Carrier Profile Sheet

Note: You can populate the fields directly from your computer. Please note that you must complete the form in one session as data cannot be saved in this format. You can then print before faxing or mailing. You also have the option to print the form and fill out by hand.

2. Payment Information

In order to receive prompt payment, a W-9 MUST be completed and faxed to our corporate accounts payable office at 630-530-6858. Please make sure the form is completed clearly and is signed to prevent payment delays.

3. Insurance Certificate naming Byrne Transportation Services, LLC as a certificate holder

4. Hazardous Material Certificate (if applicable)

5. Signed Copy of Byrne Transportation Services Operational Procedures/Expectations

6. Signed Copy of Broker-Carrier Agreement

If you have any questions regarding these requirements, or have any other questions please call **Brad Vestal** at **630-530-6850 x 110**.



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Carrier Profile Sheet

CONTACT INFORMATION	COVERAGE AREA
Carrier Name:	U.S. Interstate: <input type="checkbox"/> Yes <input type="checkbox"/> No
Address 1:	U.S. Intrastate: <input type="checkbox"/> Yes <input type="checkbox"/> No
Address 2:	Canadian Inter-Province: <input type="checkbox"/> Yes <input type="checkbox"/> No
City:	Canadian Intra-Province: <input type="checkbox"/> Yes <input type="checkbox"/> No
State/Province:	SERVICES
Zip/Postal Code:	Hazardous Materials: <input type="checkbox"/> Yes <input type="checkbox"/> No
Contact Name:	Trailer Drop: <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone Number:	EQUIPMENT
After Hour Phone:	Equipment Types & Quantities:
Cell Phone Number:	
Best Method of Automated Contact: <input type="checkbox"/> Email <input type="checkbox"/> Fax (only one may be selected)	
Fax Number:	
E-Mail Address	

US DOT #: _____

MC #: _____

Radius of Operations: _____



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Credit Information

Byrne Transportation Services, LLC

Transportation Brokerage Service Incorporated in Illinois
Federal Tax I.D. Number 26-2066830
I.C.C. Number 638348
SAC Code BYRC
D&B Number 809742815

General Office

Brad Vestel 630-530-6850 x 110
Amy Byrne 630-530-6850 x 105
Ellen Glock 630-530-6850 x 102

Banking Information

Charter One Bank
270 Diehl Road
Naperville, IL 60563
Account Number 451305-2286
Denise Spinell 630-995-6341

References

Jones Motor Group - Larry Nester
654 Enterprise Drive
Limerick, PA 19468
Phone: 800-825-0085
Fax: 800-522-6569

Greentree Transportation - Barb Engelmeier
100 Industry Drive
Pittsburgh, PA 15275
Phone: 412-788-3680
Fax: 412-490-2391



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BYRNE TRANSPORTATION SERVICES, LLC BROKER – CARRIER AGREEMENT

THIS BROKER–CARRIER AGREEMENT (“Agreement”) is made this ____ day of _____, 20____, by and between Byrne Transportation Services, LLC and _____, a (n) _____ [type of entity] (“Carrier”), under the following terms and conditions:

- A. Carrier is in the business and has the legal authority to provide contract transportation services and desires to furnish such services to meet the distinct needs of BYRNE TRANSPORTATION SERVICES, LLC and its customers;
- B. BYRNE TRANSPORTATION SERVICES, LLC is licensed as a broker and is authorized to arrange for the transportation of property by authorized carriers in interstate commerce;
- C. BYRNE TRANSPORTATION SERVICES, LLC and Carrier wish to set forth the terms and conditions which apply to transportation during the term of this Agreement.
- D. Carrier represents and warrants that it is a Contract Carrier of property, duly authorized to provide transportation for BYRNE TRANSPORTATION SERVICES, LLC as licensed under U.S. Department of Transportation carrier MC# _____. Carrier shall provide a copy of its certificate when requested by BYRNE TRANSPORTATION SERVICES, LLC.

THEREFORE, in consideration of the mutual promises and covenants set forth herein, it is agreed as follows:

1. Transportation Services

Carrier shall provide transportation services to meet the distinct needs of BYRNE TRANSPORTATION SERVICES, LLC and its customers as identified in BYRNE TRANSPORTATION SERVICES, LLC Bid Offer, and the general terms and conditions of this Agreement shall apply to all services rendered by Carrier to BYRNE TRANSPORTATION SERVICES, LLC while this Agreement is in effect. This Agreement is for specified services under specified rates and conditions pursuant to 49 USC §14101(b). To the extent that terms and conditions contained herein are inconsistent with Part B of Subtitle IV of Title 49 US Code (The ICC Termination Act of 1995), the parties hereby expressly waive any or all rights and remedies under said part. Terms and conditions contained in bills of lading or in other documents shall not apply except to the extent they establish the delivery of cargo. Nothing herein shall prevent BYRNE TRANSPORTATION SERVICES, LLC, at its option, from obtaining transportation services covered by this Agreement from other sources during the term of this Agreement.

2. Term and Termination

This Agreement shall be effective from the date first above written and shall continue in effect until terminated by either party upon not less than 30 days prior written notice. Notwithstanding the preceding sentence, BYRNE TRANSPORTATION SERVICES, LLC may also terminate this Agreement immediately by written notice to Carrier if such termination is for cause, including without limitation (a) any and all breaches of this Agreement by Carrier, and (b) receipt by Carrier, at any time during the term of this Agreement, of a DOT safety rating other than “Satisfactory”. All orders placed prior to the effective date of termination shall be handled by Carrier pursuant to this Agreement.

3. Rates and Charges

Carrier shall be compensated for its services in the amount identified in the Rate Confirmation Sheet issued to Carrier by BYRNE TRANSPORTATION SERVICES, LLC following BYRNE TRANSPORTATION SERVICES, LLC acceptance of Carrier’s response to each Bid Offer. Each such Rate Confirmation Sheet issued by BYRNE TRANSPORTATION SERVICES, LLC for each shipment shall be deemed to be a part of this Agreement and incorporated by reference herein. Carrier’s tariffs or rate schedules shall not apply to this Agreement, as Carrier’s response to the Bid Offer shall be deemed to include all accessorial fees, fuel surcharges, tolls or any other costs, charges or fees of any type or description. For purposes of this section, the exchange of facsimiles, signed by authorized personnel of Carrier and BYRNE TRANSPORTATION SERVICES, LLC, will suffice to evidence the parties’ agreement to rates and charges.

BYRNE TRANSPORTATION SERVICES, LLC reserves the right to reduce the amount of compensation to Carrier by the actual amount of additional cost incurred by BYRNE TRANSPORTATION SERVICES, LLC when BYRNE TRANSPORTATION SERVICES, LLC must arrange alternative transportation services to replace or supplement services promised, but not provided, by Carrier; and to set off any amounts due to BYRNE TRANSPORTATION SERVICES, LLC by Carrier under this Agreement or any other contract between BYRNE TRANSPORTATION SERVICES, LLC and its affiliates and Carrier from any amounts otherwise payable to Carrier.



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4. Status of Carrier

Carrier represents and warrants that it is a lawfully licensed operator with required insurance, process agents, and motor carrier authority under the Federal Highway Administration and shall provide service under its own certificate(s) or permit(s), or appropriate permits governing intrastate transportation when applicable. This agreement does not make Carrier an agent, a legal representative, joint venture, or partner of BYRNE TRANSPORTATION SERVICES, LLC for any purpose whatsoever; it being understood between parties hereto that Carrier is to act as independent contractor and is in no way authorized to make any contract, agency, warranty, or representation on behalf of BYRNE TRANSPORTATION SERVICES, LLC, or create any obligation expressed or implied on behalf of BYRNE TRANSPORTATION SERVICES, LLC. It is expressly agreed and understood that Carrier shall not be considered under the provisions of this agreement, or otherwise, as having employment status with BYRNE TRANSPORTATION SERVICES, LLC or as being entitled to partake in any plans, distributions, or benefits extended by BYRNE TRANSPORTATION SERVICES, LLC to its employees. Carrier furthermore agrees, at its own expense, to make all payments and prepare all reports concerning its business, income, or employees required by any social security under the Income Tax Act, Workers' Compensation Act, Business or License Tax Act, or other similar revenues or regulatory acts, whether federal, state, or local, and particularly, BYRNE TRANSPORTATION SERVICES, LLC assumes no responsibility for making any payments required under the terms of such acts. Carrier shall, at its own expense, pay any and all license or permit fees, highway use taxes, fuel, mileage, and revenue taxes, in connection with the transportation services performed by Carrier under this agreement.

5. Standards of Carrier Performance

Carrier agrees to comply with all applicable laws, ordinances, requirements, rules and regulations of any federal, state, local governmental authority having appropriate jurisdiction or governing the services provided by Carrier. Carrier shall defend, indemnify, and hold BYRNE TRANSPORTATION SERVICES, LLC harmless from and against any and all fines, penalties, judgments, and costs arising from Carrier's failure to comply with such laws, rules, and regulations. Carrier shall perform all transportation services under this Agreement in a first-class, efficient and workmanlike manner and Carrier acknowledges that the services of the Carrier under this Agreement shall be timely. Carrier agrees to maintain the motor vehicles and equipment used in providing transportation services to BYRNE TRANSPORTATION SERVICES, LLC in a first-class condition and in conformity with all applicable safety and other regulations. Carrier's trailers shall be clean, free of debris or any hazardous or dangerous materials, and shall be structurally sound and sealed from all elements. Carrier's employees and agents shall be properly licensed and shall conduct themselves in a safe, courteous and businesslike manner. Carrier represents that, as of the date of this Agreement, it has a U.S. Department of Transportation ("DOT") safety rating of "Satisfactory". Carrier agrees to notify BYRNE TRANSPORTATION SERVICES, LLC of any change in such rating after the date of this Agreement within 3 days of receiving notice of such change from DOT.

6. Payments of Services

Within 7 days of completion of each of its shipments, Carrier shall submit to BYRNE TRANSPORTATION SERVICES, LLC documents showing complete performance of each shipment tendered hereunder, including an invoice, clear delivery receipt, bill of lading, and other such documents required by BYRNE TRANSPORTATION SERVICES, LLC. BYRNE TRANSPORTATION SERVICES, LLC shall pay Carrier within 45 days of receipt of all of such paperwork. If Carrier does not invoice BYRNE TRANSPORTATION SERVICES, LLC within 90 days of the date of shipment, then Carrier shall be precluded from collecting payment for the transportation charges related to said shipment. Carrier agrees to look solely to BYRNE TRANSPORTATION SERVICES, LLC for any payment of freight and other charges owing under this Agreement, and agrees that its sole recourse in the event of nonpayment shall be against BYRNE TRANSPORTATION SERVICES, LLC, and not under any circumstances against Shipper, Consignee or any of their customers; Carrier waives any and all claims Carrier may have against BYRNE TRANSPORTATION SERVICES, LLC customers for payment of charges for services rendered by Carrier hereunder. This undertaking by Carrier shall survive the termination of this Agreement.

7. Insurance

Carrier will procure and keep in force continuously through the term of this Agreement, the following types of insurance:

- i. Insurance required under the worker's compensation laws of the states in which the transportation services shall be performed, protecting and covering Carrier and its employees in such amounts as are required by such laws. Carrier will require all contractors utilized by Carrier in the performance of services hereunder, not otherwise covered by Carrier's worker compensation insurance, to procure and maintain either Work Accident insurance or voluntary worker's compensation coverage for all persons while in the performance of services under this Agreement. Carrier shall also provide employer's liability insurance in the amount of not less than \$100,000 combined single limit per occurrence.



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- ii. Comprehensive general liability insurance, including blanket contractual coverage, for bodily injury and property damage in the amount of \$1,000,000 combined single limit per occurrence.
- iii. Automobile bodily injury and property damage insurance, including blanket contractual coverage protecting against claims for bodily injury including accidental death, and property damage in the amount of \$1,000,000 combined single limit per occurrence.
- iv. Cargo insurance in an amount sufficient to cover Carrier's liability hereunder, but in no event less than **\$150,000** per shipment.

The insurance policy or policies providing the coverage in (ii), (iii) & (iv) shall name BYRNE TRANSPORTATION SERVICES, LLC as an additional insured. Carrier shall cause its insurance carrier to provide a waiver of the insurer's right of subrogation against BYRNE TRANSPORTATION SERVICES, LLC regarding the Worker's Compensation coverage described in (i) above. All coverage's required hereunder shall be written by reputable insurance companies authorized to transact business in the states in which Carrier's services will be rendered and shall provide that the insurance company issuing the policy shall notify BYRNE TRANSPORTATION SERVICES, LLC of any material alteration, non-renewal or cancellation thereof at least 30 days prior thereto. Carrier shall furnish BYRNE TRANSPORTATION SERVICES, LLC with authentic certificates of insurance or other evidence of the said insurance coverage.

8. Freight Loss or Damage

Carrier agrees to assume full liability for the prompt, safe transportation of all shipments under this Agreement and agrees to be responsible for all loss, damage, delay, destruction, theft or liability of whatever nature arising from the transportation services hereunder, or from Carrier's failure to perform the services, whether occurring while the shipment is in the custody or control of the Carrier or in the custody or control of any other party to whom Carrier may entrust the shipment. Carrier's liability to BYRNE TRANSPORTATION SERVICES, LLC, any involved Shipper, and any involved Customer of such Shipper, shall be for the full value of any loss, damage, injury to property occurring while in possession of Carrier or under Carrier's care, custody or control, or resulting from Carrier's performance of or failure to perform the services provided herein. For purposes of this section "full value" shall mean the retail price or invoice value, whichever is greater, of any product lost or damaged while under the care, custody or control of Carrier. Carrier's minimum liability per shipment under this section 8 shall be \$150,000. No other such limitation shall apply, whether contained in Carrier's tariffs or otherwise. Signatures on bills of lading or receipts issued by Carrier shall not constitute BYRNE TRANSPORTATION SERVICES, LLC written acceptance of Carrier's liability limitation or other changes in the terms and conditions. In the event of loss or damage, BYRNE TRANSPORTATION SERVICES, LLC shall file a claim with Carrier within 120 days, and Carrier shall settle such claim within 60 days of receipt of the claim. Carrier hereby assumes all other terms and conditions set forth in Section 14706 of Title 49 of the United States Code as in effect on the date of this Agreement. In addition, BYRNE TRANSPORTATION SERVICES, LLC is entitled to offset the amount of any claims which remain unpaid or unresolved after such 60 day period against amounts owing from BYRNE TRANSPORTATION SERVICES, LLC to Carrier hereunder, provided claim was not denied for reasonable cause in writing to BYRNE TRANSPORTATION SERVICES, LLC by Carrier. Carrier will be notified in writing prior to taking any action to offset. Carrier shall not dispose of damaged or rejected product without the prior written consent of SHIPPER.

9. Indemnification

Carrier shall indemnify and hold harmless BYRNE TRANSPORTATION SERVICES, LLC, its parents, affiliates and subsidiaries, and their officers, directors and employees (hereinafter referred to as "Indemnities") from and against all liabilities, obligations, losses, damages, taxes, fines penalties, claims, actions, suits, costs, charges and expenses, including without limitation attorney's fees and expenses, which may be imposed upon or incurred by or asserted against the Indemnities, or any of them, by reason of actual or alleged (i) injury or death to persons (including without limitation employees of one or more of the Indemnities or of Carrier and employees of its contractors, subcontractors, vendors or agents), (ii) damage to property (including without limitation the property of one or more of the Indemnities' and the property of its contractors, subcontractors, vendors, agents or employees) or (iii) violation of any law, ordinance or regulation of any federal, state or local governmental authority, by Carrier or its contractors, subcontractors, vendors, agents or employees, as a result of or arising out of any or all of the services provided for under this Agreement, or otherwise; provided, however, the foregoing agreement to Indemnify and hold BYRNE TRANSPORTATION SERVICES, LLC harmless shall not be applicable to the extent that such liabilities, obligations, losses, damages, taxes, fines, penalties, claims, actions, suits, costs, charges and expenses are attributable to the sole gross negligence of BYRNE TRANSPORTATION SERVICES, LLC. Notwithstanding the foregoing, Carrier shall defend, indemnify and hold harmless the Indemnities against all claims, damages, loss and expenses, including but not limited to attorneys' fees, arising out of or resulting from bodily injury to, or sickness, disease or death of, any



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agent, employee or representative of Carrier or any of its subcontractors, regardless of whether such bodily injury, sickness, disease or death is caused by or is alleged to be caused by the partial or sole negligence of any Indemnity. It is the express intent of both BYRNE TRANSPORTATION SERVICES, LLC and Carrier that in the event such a claim arises; Carrier is to defend, indemnify and hold Indemnities harmless from the consequences of their own negligence, whether it is the sole or concurring cause of the bodily injury, sickness, disease or death. The provisions of this Section 9 shall survive termination of this Agreement.

10. No Back Solicitation

Carrier shall not, during the term of this Agreement and for a period of 1 year following the termination of this Agreement, directly or indirectly solicit the transportation of freight from any shipper, consignee or customer of BYRNE TRANSPORTATION SERVICES, LLC where (1) the availability of such traffic first became known to Carrier as a result of BYRNE TRANSPORTATION SERVICES, LLC efforts or (2) the traffic of the shipper, consignee or customer of BYRNE TRANSPORTATION SERVICES, LLC was first tendered to Carrier by BYRNE TRANSPORTATION SERVICES, LLC. In the event that Carrier violates this provision, Carrier agrees to pay BYRNE TRANSPORTATION SERVICES, LLC a 15% brokerage commission on all gross revenue generated from such customers as liquidated damages. Carrier shall provide BYRNE TRANSPORTATION SERVICES, LLC with all documentation requested by BYRNE TRANSPORTATION SERVICES, LLC to verify such transportation revenue.

11. Notices

Any and all notices required or permitted to be given under this Agreement shall be in writing and shall be delivered to the party entitled to receive the same by hand or by U.S. Certified Mail, return receipt requested, or if by fax, upon receipt of a delivery acknowledgement, addressed to the following:

BYRNE TRANSPORTATION SERVICES, LLC
3 S 721 West Avenue, Suite 100
Warrenville, IL 60555
Attn: _____
Fax: (630) 530-6858

CARRIER: _____
ADDRESS: _____

Attn: _____
Fax: _____

Or to such other address as the party shall from time to time advise the other party.

12. Force Majeure

Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions under this Agreement for any delay or damage, if caused by an act of God, public enemies, riots, strike, other work stoppage or labor unrest, a defect or inherent vice in the goods, acts of public authorities, acts or omissions of custom officials, authority of law, quarantines, civil commotion or war, or other contingency beyond the control of the respective parties; provided however, that nothing contained in this paragraph 12 shall relieve Carrier from its liability for the loss, damage, or injury to the goods shipped as provided in paragraph 8.

13. Confidential Information

Carrier shall not, without first obtaining the written consent of BYRNE TRANSPORTATION SERVICES, LLC, in any manner, advertise, publish, or disclose to any third party any information supplied to Carrier pursuant to this Agreement, including without limitation, rates, charges or discounts, except as required by law for completion of this Agreement.

14. Attorney Fees

If BYRNE TRANSPORTATION SERVICES, LLC becomes involved in litigation by reason of any act or omission of Carrier and/or its authorized representatives, Carrier shall be liable to BYRNE TRANSPORTATION SERVICES, LLC for BYRNE TRANSPORTATION SERVICES, LLC reasonable attorney fees and court costs incurred by it in litigation.

15. No Liens

Carrier shall not have any right, title, interest, ownership, or claim in the goods tendered for transportation services by or for Shipper under this Agreement. Carrier will not in any way encumber or otherwise impair Shipper's right to possession of such goods, including, but not limited to, asserting any lien or withholding any goods on account of any dispute as to prices or alleged failure of Shipper or its customers to pay any charges incurred under this Agreement. Carrier waives and releases any lien or right to a lien Carrier might have as to products transported hereunder.



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16. Applicable Law

The rights, duties and obligations of the parties shall be construed and governed by federal law and, to the extent not in conflict therewith, by the procedural and substantive laws of the State of Illinois exclusive of its conflicts of law provisions.

17. Severability

If any term or provisions of this Agreement or any application thereof shall be held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

18. Entire Agreement/Assignment

This Agreement represents the entire agreement between the parties with respect to the services covered by this Agreement, and supersedes any other oral or written agreements between the parties concerning this subject matter. This Agreement may only be altered, amended or modified pursuant to a written document executed by authorized representatives of both parties. Neither party may assign this Agreement without the prior written consent of the other party.

19. Double Brokering

Carrier may under no circumstances double broker or otherwise outsource or offer carriage to a subsequent carrier, a load provided by BYRNE TRANSPORTATION SERVICES, LLC. If this were to occur BYRNE TRANSPORTATION SERVICES, LLC will be held harmless by all parties for any/all liability of any kind. All risks will be assumed by the carrier. Payment under no circumstances will be more than 50 percent of the originally agreed upon price for the load in question.

BYRNE TRANSPORTATION SERVICES, LLC

CARRIER: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





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PM-26
(Rev. 1/95)
SERVICE DATE
March 10, 2008

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
CERTIFICATE
MC 638348
BYRNE TRANSPORTATION SERVICES, LLC, LLC.
WARRENVILLE, IL, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Terry Shelton, Acting Director
Office Data Analysis & Information Systems

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.