

BLUE BOOK SERVICES
845 E. GENEVA ROAD
CAROL STREAM, IL 60188
Phone 630 668-3500
FAX 630 668-0303
info@bluebookservices.com
www.bluebookservices.com

BLUE BOOK LISTING

Report Date: 7/25/2012



**Chicago, IL
Produce Listing**

BB #119833
Produce Plus, Inc.
8 Greenwood Ave, Romeoville.
(60446-1341)
Phone 815 372-9300
Customer Toll Free 800 323-3730
Accounting FAX 815 293-3731
Sales FAX 815 293-3701
E-Mail: sales@produceplus.com
- Tim Kennedy, CEO
- Tim res. 630 235-3221
- Jeff Hironimus, President
- Jeff cell 708 707-6451
- Dan Richardson cell 708 337-2096
- Dan res. 815 436-8257
- Tom Berg cell 708 744-4451
- Andy Nigliaccio cell 847 322-2329
Bank: First Chicago
PACA License #19840744
SImpBDstr 10000 StAPrLetClBcAsianv
ChAspCelAvCantsCitCtGsHydNecPcPl
PpZusqFV
Rating 500M XXX B

INTERSTATE COMMERCE COMMISSION
LICENSE

No. MC-176468

SERVICE DATE NOV 9 1984

PRODUCE PLUS, INC.
D/B/A TRANSPORT PLUS
Glenview, IL

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will become effective only when applicant has met the compliance requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change or revocation of this authority.

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

The service to be performed is described on the reverse side of this document and will be valid as long as the applicant maintains compliance with the above requirements.

By the Commission.

(SEAL)

James H. Bayne
Secretary

Note: If there are any discrepancies regarding this document please notify the Commission within 30 days.

No. MC-176468

To Operate, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the United States.



PROPLU1

OP ID: DB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kunkel & Associates, Inc. 401 Data Court Dubuque, IA 52003 Brent R Drapeau	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Western World Insurance Group	13196
	INSURER B : Travelers	25674
	INSURER C : Progressive	38628
	INSURER D : Torus National Insurance Co	25496
	INSURER E : Capitol Specialty Insurance Co	10328
	INSURER F : The Hartford	161

INSURED **Produce Plus, Inc. dba**
Transport Plus
8 Greenwood Ave
Romeoville, IL 60446

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

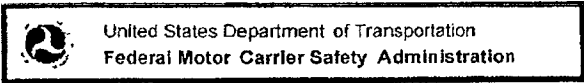
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			NPP8145914	01/25/2014	01/25/2015	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 \$ 2,000,000 \$	
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			063170926	02/28/2014	02/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$	
D	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			70713F141ALI	01/30/2014	01/30/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B	Brkr Cargo /Reefer			QT6609511L638TIL14	04/01/2014	04/01/2015	150,000	Brkr Cargo
E	Business Liab			SCG0341702	01/30/2014	01/30/2015	1,000,000	Busin Liab

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
0000000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
SAMPLE FOR INFORMATION ONLY	AUTHORIZED REPRESENTATIVE

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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.



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: 22512

License No. MC-176468

KNOW ALL MEN BY THESE PRESENTS, that we, Produce Plus, Inc. dba Transport Plus (Name of Broker or Freight Forwarder)

of 8 Greenwood Ave (Street) Romeoville IL 60446 (City) (State) (Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association, Inc. (Name of Trustee)

a financial institution created and existing under the laws of the State of California (State) as TRUSTEE (hereinafter called Trustee)

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 Arizona to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1 day of October, 2013, 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 1 day of Oct, 2013

TRUSTOR

Produce Plus, Inc. dba Transport Plus
COMPANY NAME

8 Greenwood Ave Romeoville
STREET ADDRESS CITY

IL 60446 (815) 372-9898
STATE ZIP CODE TELEPHONE NUMBER

Jeffery Hironimus, President

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

(Principal officer's signature)

NORMAN BREYER

(type or print witness's name)

(witness's signature)

TRUSTEE

Pacific Financial Association, Inc.
COMPANY NAME

12707 High Bluff Dr. Ste. 200 San Diego
STREET ADDRESS CITY

CA 92130 (800) 595-2615
STATE ZIP CODE TELEPHONE NUMBER

Daniel J. Larson, President

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

(Principal officer's signature)

Leanne Lesatke

(type or print witness's name)

(witness's signature)

NOTICE OF CANCELLATION

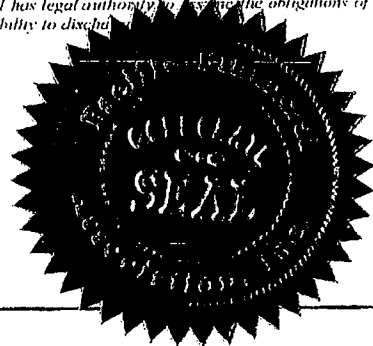
This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ day of _____.

_____ 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 those obligations.



**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) PRODUCE PLUS, INC.	
Business name, if different from above	
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.) 8 GREENWOOD, AVE	Requester's name and address (optional)
City, state, and ZIP code ROMEVILLE, IL 60446	
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									
3	6	3	2	5	7	9	1	9	

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. 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.)

Sign Here	Signature of U.S. person ▶	Date ▶ SEPT. 7, 2005
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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:

- 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.

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.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.