

US Department
of Transportation

**MOTOR CARRIER PUBLIC LIABILITY SURETY BOND
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Federal Highway
Administration

PARTIES

Surety Company and Principal
Place of Business Address
Protective Insurance Company
1099 N. Meridian Street
Indianapolis, IN 46204

Motor Carrier Principal, ICC Docket No.,
and Principal Place of Business Address
Greenwood Motor Lines, Inc.
MC 99074
600 Gillam Road
Wilmington, OH 45177

PURPOSE

This is an agreement between the Surety and the Principal under which the Surety, its successors and assignees, agree to be responsible for the payment of any final judgment or judgments against the Principal for public liability and property damage, and environmental restoration liability claims in the sums prescribed herein, subject to the governing provisions and following conditions.

GOVERNING PROVISIONS

- (1) Sections 29 and 30 of the Motor Carrier Act of 1980 (49 U.S.C. 10927 note)
- (2) Rules and Regulations of the Federal Highway Administration (FHWA)
- (3) Rules and regulations of the Interstate Commerce Commission (ICC)

CONDITIONS

The Principal is or intends to become a motor carrier of property subject to the applicable governing provisions relating to financial responsibility for the protection of the public.

This bond assures compliance by the Principal with the applicable governing provisions, and shall inure to the benefit of any person or persons who shall recover a final judgment or judgments against the Principal for public liability, property damage, or environmental restoration liability claims (excluding injury to or death of the Principal's employees while engaged in the course of their employment, and loss of or damage to property of the Principal, and the cargo transported by the Principal). If every final judgment shall be paid for such claims resulting from the negligent operation, maintenance, or use of motor vehicles in transportation subject to the applicable governing provisions, then this obligation shall be void, otherwise it will remain in full effect.

Within the limits described herein, the Surety extends to such losses regardless of whether such motor vehicles are specifically described herein and whether occurring on the route or in the territory authorized to be served by the Principal or elsewhere.

The liability of the Surety on each motor vehicle subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 for each accident shall not exceed \$1,000,000 and shall be a continuing one notwithstanding any recovery thereunder.

The Surety agrees, upon telephone request by an authorized representative of the FHWA or ICC, to verify that the surety bond is in full force as of a particular date. The telephone number to call is: (317) 636-9800

This bond is effective 10/1/2000 (12:01 a.m., standard time, at the address of the Principal as stated herein) and shall continue in force until terminated as described herein. The Principal or the Surety may at any time terminate this bond by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the Principal is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.). The Surety shall not be liable for the payment of any judgment or judgments against the Principal for public liability or property damage claims resulting from accidents which occur after the termination of this bond as described herein, but such termination shall not affect the liability of the Surety from the payment of any such judgment or judgments resulting from accidents which occur during the time the bond is in effect.

(AFFIX CORPORATE SEAL)

July 12, 2005
Date
Protective Insurance Company
Surety
Indianapolis Indiana
City State
By J. L. Stephens

ACKNOWLEDGMENT OF SURETY

STATE OF Indiana COUNTY OF Marion
On this 12th day of July, 2005, before me personally came Jeremy L. Stephens
who, being by me duly sworn, did depose and say that he resides in Indiana; that he is the
Attorney-in-Fact of the Protective Insurance Company
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; that he signed his name thereto by like order; and he acknowledged to me that he executed the same for and on behalf of said corporation.



Monika E. Dimick
Monika E. Dimick - Notary Public
Title of official administering oath
Surety Company File No. B-11321