

BEXAR

TRANSPORTATION

Fax Cover Sheet

P.O. Box 220

La Vernia, TX 78121

Phone: **(888)806-1113**

Fax: **(830)779-4201** or **(830)779-4203**

Pages including cover: 16

Date:

To:

Return Fax: **830-779-4201** or **830-779-4203**

From: **Bexar Transportation Dispatch**

Please complete and return to:
830-779-4201

dispatch@bexartrans.com

Please call with any questions.

Thank you



BEXAR

TRANSPORTATION

**P.O. Box 220
La Vernia, TX 78121
Phone: (888)-806-1113
Fax: (210)731-0662 or (210)731-4602**

We sincerely appreciate the opportunity to develop a business relationship with your company. Please take the time to complete and return to us the following information so that we may add/update your company in our carrier database. Please return the requested information as soon as possible via Fax or E-Mail.

- _____ 1. Certificate of Insurance (showing **Bexar Transportation, LLC.**
P.O. Box 220, La Vernia, TX 78121 as the certificate holder.)
- _____ 2. Broker-Carrier Contract (complete and return first and last pages)
- _____ 3. Proof of valid Carrier Authority
- _____ 4. Completed W-9 Form

Upon receipt and processing of your information we will fax or e-mail the load confirmation if applicable.

We look forward to working with you, please contact us at (888)806-1113 for any further assistance.

Thank you



Leonard Secrest, President
Bexar Transportation, LLC.



P.O. Box 220, La Vernia, TX 78121 (888) 806-1113

BROKER – CARRIER AGREEMENT

This Broker-Carrier Agreement (hereinafter "Agreement") is made and entered into this ____ day of ____, 20____, (the "effective date") by and between **Bexar Transportation, LLC**, a Texas limited liability company ("BROKER"), and _____, a Registered Motor Carrier with its principal office at _____, ("CARRIER"); collectively referred to as the "Parties".

WHEREAS, BROKER is authorized by the Federal Motor Carrier Safety Administration ("FMCSA") to operate as a Registered Property Broker pursuant to License issued in Number MC-631150-B;

WHEREAS, CARRIER, an independent contractor, is licensed by the FMCSA to operate as a for-hire motor carrier pursuant to authority issued in Number MC-_____;

WHEREAS the transportation service provided by CARRIER, whether on regulated, unregulated, or intrastate traffic, is intended by the Parties to be contract carriage as defined in 49, U.S.C. § 13102 (4) and § 14101 (b) and the Parties hereto intend that the contractual arrangement be continuous in nature until this agreement is, by its terms, terminated; and

WHEREAS, both BROKER and CARRIER enter into this Agreement pursuant to 49 U.S.C. § 14101 (b) for the purpose of providing and receiving specified services under specified rates and conditions, and pursuant to which the Parties intend to waive certain rights and remedies permitted to be waived under the ICC Termination Act ("ICCTA"), and to the fullest extent possible, unless otherwise stated, have all of their dealings governed by the terms and conditions of this Agreement. This Agreement is subject to and shall be governed by 49 U.S.C. § 14706 (which is specifically NOT waived) and all rules and regulations promulgated in connection therewith. The Parties agree that 49 U.S.C. § 14706 shall apply to all shipments transported by CARRIER, including those having an origin or destination in a country other than the United States. The Parties agree that the rights conferred by 49 C.F.R. 371(3)(c) are expressly waived for all purposes.

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings herein, and subject to the terms and conditions hereinafter set forth, the Parties hereto warrant, covenant and agree as follows:

- 1. SCOPE OF WORK AND AGREEMENT APPLICABILITY:** BROKER hereby agrees to cause freight to be tendered to CARRIER, and CARRIER agrees to transport such freight, in one or more shipments, and CARRIER hereby agrees to pick up, transport, deliver and provide all such services as BROKER shall request on all freight tendered by BROKER to the extent of its ability to do so (the "Services"). Carrier specifically warrants and agrees that all freight tendered to it by BROKER pursuant to this Agreement shall only be transported by CARRIER on, in or with equipment owned by CARRIER or leased to CARRIER under a lease having a duration of more than thirty (30) days and operating under CARRIER'S operating authorities. Except to the extent that CARRIER uses the services of "owner/operators" in the course of conducting its regular operations, CARRIER shall not, in any manner, sub-contract, broker or tender to any third party for transportation any freight tendered to CARRIER by BROKER for transportation pursuant to this agreement. Violation of this article shall be considered a material breach of this agreement. In addition to other remedies conferred by this Agreement, any violation of this article shall act as a bar to CARRIER'S right to collect any payment for any shipment handled in a manner which violates this article.
- 2. APPLICABILITY:** Transportation services pursuant to this Agreement shall be performed as described herein and in any appendix hereto between domestic U.S. and/or Canada origin and destination points. This Agreement shall not include shipments to or from Mexico except as otherwise set forth in a separate Appendix hereto
- 3. TERM OF AGREEMENT:** The term of this Agreement shall be for a period of one (1) year (the "Initial Term") and shall automatically renew for additional on (1) year periods (each one year period is hereinafter a "Renewal Term") unless written notice of non-renewal is given by either Party at least thirty (30) days prior to the end for the Initial Term or any Renewal Term. This Agreement may be terminated by either Party at any time upon thirty (30) days written notice to the other.

4. CARRIER WARRANTIES AND REPRESENTATIONS TO BROKER AND ITS CUSTOMERS:

A. CARRIER warrants and represents that it is in full compliance, and shall continuously maintain full and strict compliance, with all statutes, rules and regulations governing its operations pursuant to this Agreement, including but not limited to adherence to provisions of the Interstate Commerce Act and related laws, rules and regulations of the FMCSA, and all provisions of applicable state and local laws rules and regulations to the extent they govern CARRIER'S operations. If shipments under this Agreement are tendered in Canada, or for deliver to Canada, CARRIER warrants that it will not accept such shipments unless CARRIER is in full compliance with the laws of Canada.

B. Carrier does not have an "unsatisfactory", "conditional" "marginal" or "unfit" safety rating issued by the FMCSA and will notify BROKER in writing immediately if its safety rating is changed to "unsatisfactory", "conditional", "marginal" for "unfit".

C. Carrier will provide, operate and maintain in satisfactory and safe working condition all motor vehicles, trailer and allied equipment necessary to perform transportation serviced pursuant to this Agreement. CARRIER will provide all necessary and fully qualified drivers, ensure that each driver is suitable trained for operation of vehicles and other equipment, procure all licenses, permits, authorizations and other governmental approvals necessary for the ownership and use of such vehicles, furnish at its sole expense all supplies, fuel, oil, tires, parts, service, maintenance and repair in connection with the use and operation of their vehicles and equipment and that may be required to keep the vehicles and equipment in good repair and mechanical condition and bear all cost of providing the transportation service.

D. All vehicles and equipment used for transportation services shall be clean, odor free, dry, leak proof and free of contamination and infestation. No vehicle that transports goods for BROKER under this Agreement will ever have been knowingly used to transport refuse, trash or solid or liquid waste of any kind whatsoever, whether hazardous or no hazardous. CARRIER will also ensure that, in connection with goods that are specified by BROKER or its Customer as requiring temperature, humidity or other climate control, all vehicles provided for transportation of such goods will be suitable for the purpose intended and shall be operated in compliance with reefer units properly and regularly maintained.

E. Carrier shall not perform Services that would require CARRIER or any of its contractors, employees, or others to exceed or violate any applicable laws, rules or regulations CARRIER, as an independent contractor, has sole and exclusive direction and control over the manner in which CARRIER and its employees, contractors or others perform Services. Such individuals shall be considered employees or representatives of CARRIER only and shall be subject to employment, discharge, discipline and control solely and exclusively by CARRIER, which shall be fully responsible for their acts.

F. CARRIER'S Handling of Freight:

(i) CARRIER will transport all shipments tendered pursuant to this Agreement to the specified consignee at the specified destination t the time specified, or, if there is no time specified, then within a reasonable time. BROKER and CARRIER both agree and recognize that time is of the essence of this Agreement and that due to varying geographical origins and destinations together with the need for expeditious transportation, both Parties will commence performance under this Agreement immediately following the oral tender of a shipment to CARRIER by BROKER. It is understood that all shipment handling requirements are those of BROKER'S Customers and that CARRIER will comply with all such requirements.

(ii) Missed delivery appointments may result in the imposition of fees and penalties by BROKER'S customers, shippers or consignees of shipments for which CARRIER shall be liable.

(iii) CARRIER is responsible at the time of loading for probing any product designated as requiring temperature controls in transit and writing the temperature on the Bill of Lading for shipping receipt. The temperature of the product is a material condition of the Agreement. If the product temperature is more than tow (2) degrees different from the required temperature stated on the tender documents, then the CARRIER shall refuse the shipment and immediately contact BROKER.

G. Carrier hereby assigns to BROKER any and all rights held by CARRIER to bill any party to the Bill of Lading contract, and shall bill only BROKER for the Services herein. CARRIER agrees that BROKER'S Customers are intended to be third party beneficiaries of the Agreement. CARRIER will not communicate, directly or indirectly, in any manner, with BROKER'S Customers, consignors, consignees or any party other than BROKER concerning the collection of any charges relating to transportation services accrued or accruing in connection with or as a consequence of this Agreement. CARRIER shall have no lien, and hereby expressly waives its right to any lien of any kind on any cargo, freight or other property of BROKER or any of BROKER'S Customers. It is agreed that BROKER is acting as an independent contractor and not as the agent of any of its Customers.

H. CARRIER is in full compliance, and shall maintain full and strict compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49 C.F.R. part § 172 et seq. to the extent that any shipments tendered hereunder constitute Hazardous Materials. CARRIER will be responsible for any handling,

clean-up or disposal and will indemnify and hold BROKER harmless from all claims, liabilities, losses, fines, legal fees and other expenses arising out of contact with, exposure to, or release of any Hazardous Materials or any remedial action required under applicable federal, state or local environmental laws, except for any such claims, liabilities, losses, or fines that result from BROKER'S negligence or willful acts or omissions.

I. The Parties will notify each other immediately if their Federal Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if either Party is sold, or if there is a change in control of ownership of either Party, and/or any of their insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason.

5. **BILLS OF LADING:** CARRIER will issue and sign a standard, uniform strait Bill of Lading, or other receipt acceptable to BROKER and BROKER'S customers upon acceptance of goods for transportation. Bills of Lading may be upon a form prepared and presented by BROKER'S Customers. It is the signing of the Bill of Lading by CARRIER'S driver or other representative that constitutes "execution" of the Bill of Lading, not the preparation of that document. It is agreed that a shipper's and/or consignor's identification of BROKER'S name on a Bill of Lading shall be for the shipper's/consignor's convenience only, and such notation shall not affect or defeat BROKER'S status as a Property Broker or CARRIER'S status as a Motor Carrier. In the event that the terms and conditions of any Bill of Lading executed by CARRIER in connection with a shipment transported pursuant to this agreement shall conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern and take precedence.

6. **INSURANCE:** CARRIER shall at all times during the term of this Agreement have and maintain in full force and effect, Public Liability, Property Damage, Cargo, and Workers Compensation Insurance with reliable insurance companies acceptable to BROKER, and in the following minimum amounts:

A. **Comprehensive Automobile Liability Insurance:** Comprehensive Automobile Liability Insurance shall be with a combined single limit of \$1,000,000.00.

B. **Workers' Compensation and Employment Liability Insurance:** Workers' Compensation and Employment Liability Insurance shall afford:

(i) Protection under all applicable Workers' Compensation Laws, at limits of the state in which the work is to be performed or containing an all-state endorsement, and embracing a waiver of subrogation; and

C. **Comprehensive General Liability Insurance:** Comprehensive General Liability Insurance shall be in amounts not less than:

(i) Bodily injury \$1,000,000.00 per occurrence; 42,000,000.00 in the aggregate. (ii) Property damage \$1,000,000.00 per occurrence; \$2,000,000.00 in the aggregate.

D. **Cargo Insurance:** A non-schedule vehicle Cargo Insurance policy with per shipment minimum of \$100,000.00 unless high limits are specified, together with:

(i) Employee Infidelity. CARRIER'S cargo insurance policies shall not exclude coverage for infidelity, fraud, dishonesty or criminal acts of CARRIER'S employees, officers or directors.

E. **Additional Insured:** BROKER shall be named as an "Additional Insured" on CARRIER'S Comprehensive Automobile Liability insurance and Cargo insurance policies, and said policies shall provide that:

(i) BROKER shall not be obligated to pay premiums for any such insurance; (ii) Such insurance shall be primary with respect to BROKER'S insurance; (iii) Such insurance shall be applicable separately to each insured and shall cover claims, suits, actions or proceedings by each insured against any other insured.

F. **Certificates of Insurance:** In lieu of being named as an additional insured, BROKER may agree and CARRIER shall provide certificates of insurance evidencing the insurance coverage required under this Agreement. The certificates of insurance shall contain a clause providing that the insurer will not cancel or change coverage of the insurance without first providing BROKER thirty (30) days' prior written notice.

G. **Insurance Policy Copies:** Upon reasonable request of BROKER, CARRIER may deliver to BROKER full and complete copies of its insurance policies required under this Agreement.

7. **COMPENSATION AND PAYMENT :**

A. **Rate Agreement:** With respect to all shipments tendered to CARRIER pursuant to this Agreement, compensation shall be paid to CARRIER solely and exclusively by BROKER, in the amounts set forth in Appendix A, attached hereto and made a part hereof; provided, however, that the Parties

hereto may at any time agree, in writing, or orally, and subsequently confirmed by both Parties in writing, on a form incorporating all of the information of and similar in format to the Load Confirmation Sheet (Appendix B), attached hereto and made a part hereof, or such other form as the Parties may agree upon, change such compensation for any specific shipment or shipments. Such confirmation may be accomplished through the exchange of supplements to this Agreement executed by the Parties in counterparts being exchanged by fax, telecopier, or other electronic means agreed to by the Parties and acknowledged in a written supplement to this Agreement. Such Load Confirmation Sheets are supplements to this Agreement, not separate contracts or agreements unless CARRIER objects to the terms and rates of an individual Load Confirmation within twenty-four (24) hours after receipt and prior to the pickup of the shipment(s) of freight set forth thereon, CARRIER shall be presumed to have agreed that the terms are fully and correctly stated. All such Confirmations shall be incorporated as addenda to this Agreement, and BROKER and CARRIER agree to retain all such addenda for three (3) years. In the event CARRIER receives a comcheck electronic payment from BROKER for any reason, an administrative fee of twenty (20) dollars per check will be assessed, and deducted from the total owed to CARRIER. If BROKER and CARRIER fail to agree to a negotiated rate as described above, the rate paid by BROKER to CARRIER for the shipment(s) pursuant to this Agreement shall be the amounts set forth in Appendix A, attached hereto and made a part hereof. CARRIER, from time to time, may request that BROKER make early payment of freight charges in exchange for a discount of the agreed rates, which separate agreement ("Quick Pay Agreement") may be attached to and become part of this Agreement as Appendix C. If the CARRIER agrees to Appendix C, the discounted payment shall become the negotiated rate.

B. Mileage and Accessorial Charges: For each freight movement or shipment, the Parties may specify the mileage to apply for the purposes for computing transportation charges if a mileage rate schedule applies. Otherwise, the mileage according to the then current version of PC Miler will apply. There shall be no charge for waiting time or demurrage other than as provided for in this paragraph. CARRIER shall allow two (2) hours of free time for unloading and after that free time has expired, BROKER shall pay for waiting at the rate of \$25.00 per hour, not to exceed a total of \$200.00. CARRIER shall allow two (2) hours of free time for unloading and after free time has expired, BROKER shall pay for waiting at the rate of \$25.00 per hour, not to exceed a total of \$200.00. In order to be eligible to receive payment for waiting time, CARRIER must first furnish to BROKER written proof of the time of arrival of the subject vehicle for loading/unloading and the time of completion of the loading/unloading on the Bill of Lading for the subject shipment, or other appropriate and acceptable (to BROKER) shipping document. Time spent waiting prior to the time of opening for business of the consignor or consignee, as the case may be, shall not be included in the computation of either free time or waiting time. In order to receive payment for waiting time, CARRIER must first give BROKER telephone notice that chargeable waiting time is about to commence or accrue so that BROKER has an opportunity to intervene with the consignor/consignee in order to avert or minimize such charges for waiting time. CARRIER shall not be entitled to any payment for waiting time which was caused due to an Act of God, the public enemy, the authority of law, strikes or act of the CARRIER, or because CARRIER'S driver has run out of hours. Appointments for loading and unloading are to be made at no additional charge. Waiting time incurred on account of CARRIER'S failure to keep its scheduled appointment for pick up of delivery shall not be charged to BROKER or BROKER'S Customers. Loads shall be held for delivery and/or re-deliver at no additional charge. Upon the request of the consignor and/or consignee of any shipment transported by CARRIER pursuant to this Agreement for CARRIER to load and/or unload any such shipment from CARRIER'S vehicle, CARRIER shall provide such loading and/or unloading service, at its own, sole, expense, unless otherwise provided for in a rate confirmation sheet from BROKER for a specific shipment.

C. Fuel Surcharge: Unless a separate and distinct fuel surcharge is specifically agreed to by BROKER, in writing, the quoted rate of CARRIER embraces any and all fuel surcharges or adjustment.

D. Payment/Procedure:

(i) CARRIER shall invoice BROKER in BROKER'S name and deliver all such invoices to BROKER promptly following delivery of freight. CARRIER shall submit to BROKER faxed/emailed copies of all shipping documents within twenty four (24) hours of delivery, further all shipping documents must be submitted within ten (10) days after delivery of each shipment transported pursuant to this Agreement and BROKER shall pay CARRIER for each shipment tendered pursuant to this Agreement the agreed compensation within thirty (30) days after receipt of original bills by BROKER of (a) if applicable, a written Rate Confirmation Sheet, duly signed by CARRIER, acknowledging a change in compensation for any specific shipment or shipments: and (b) CARRIER'S freight bill with attached original Bill of Lading (or a readable copy thereof). Without exception or notation, signed by the consignee at point of delivery as proof of delivery of the shipment, on time, on schedule and in good order and condition. CARRIER compensation to be paid under this Agreement may be withheld by BROKER, in whole or in part, to satisfy claims for loss, damage or delay to shipments transported by CARRIER pursuant to this Agreement. Only if no Bill of Lading was provided at point of origin will a written and signed delivery receipt be acceptable as a substitute. The foregoing is a condition of payment.

(ii) CARRIER shall provide proof of delivery to BROKER within twenty-four hours of delivery or request.

(iii) Invoices which are received by BROKER more than one hundred twenty (120) days after Services are performed will not be accepted for payment. Inquiries or claims for non-payment received by BROKER more than one hundred twenty (120) days after such invoices are due and payable will not be investigated, researched or paid.

8. LIABILITY FOR LOSS, DAMAGE OR DELAY:

A. **Common Carrier Liability:** BROKER and BROKER'S Customer specifically reserve all rights and remedies conferred by 49 U.S.C. § 14706, and this Agreement is subject to and governed by said statute. Except as otherwise specifically provided in this Agreement, CARRIER agrees that in the transportation of all goods hereunder, it assumes the same liability as that of a common CARRIER for full actual loss, subject to the provisions of 49 U.S.C. § 14706, ("Carmack Amendment") and 49 CFR Part 370 (claim regulations). Claims for loss, damage injury, or delay shall be filed within nine (9) months from the date of loss or date when the shipment should reasonably have been delivered. BROKER may withhold as setoff any payment due to CARRIER pursuant to this Agreement, in whole or in part to: satisfy advances made to or on behalf of CARRIER, to satisfy any debt owed to BROKER by CARRIER, or to satisfy any cargo damage claim which CARRIER has not paid or denied for a legally valid cause or reason within ninety (90) days of presentation of the claim. Such setoff is to be made in the sole discretion of BROKER.

B. Special Damages:

(i) CARRIER'S liability for freight loss and damages claims under this Section 8 shall include legal fees reasonably incurred by BROKER in the prosecution of such claims, the risk of which is expressly assumed by CARRIER.

(ii) Notwithstanding the terms of 49 CFR 370.9, CARRIER shall pay, decline or make settlement offer in writing on all cargo loss or damage claims within one hundred twenty (120) days of receipt of the claim. Failure of CARRIER to pay, decline or offer settlement within this one hundred twenty (120) day period shall be deemed as admission by CARRIER of full liability for the amount.

C. **Replacement Shipments:** Carrier acknowledges that BROKER may utilize other carriers to facilitate the movement of delayed shipments, or to ship replacement goods. If CARRIER fails to arrange to make timely delivery of any shipment, CARRIER shall be liable to BROKER and its Customers for all reasonable and necessary costs, charges, fees and expenses reasonably resulting from such delay.

D. **Return of Damaged Shipments:** CARRIER shall return all damaged shipments at its expense to the point of origin or, with BROKER'S direction, to other points as instructed by BROKER.

E. **Time Limits; Claims for Loss or Damage:** The time limit within which BROKER must file a claim against CARRIER shall be nine (9) months from the date of delivery or within nine (9) months of a reasonable time for delivery if a complete loss. All claims shall be paid, settled or disallowed by CARRIER within one hundred twenty (120) days of filing. Disallowances shall state a lawful reason for declining to accept responsibility for the claim, and shall be stated by the CARRIER, not its insurer.

F. **Time Limits; Suits for Loss or Damage:** The time limit within which BROKER must institute suit against CARRIER to recover on a claim shall be two years and a day from the date BROKER receives a written disallowance from CARRIER.

G. **Suits; Expenses and Attorneys' Fees:** If BROKER is successful in recovering a claim against CARRIER in a court of law or arbitration proceeding, BROKER shall be entitled to recover all of its expenses incurred in collecting its claim, including reasonable attorneys' fees, cost and interest at the legal rate from the date of delivery or scheduled delivery of the shipment.

H. **Concealed Damage Claims:** Claims based on a concealed loss or damage reported to CARRIER within two (2) business days of the date of delivery shall be treated by CARRIER as though an exception notation had been made on the delivery receipt at the time of delivery.

I. **Damaged or Refused Shipments:** CARRIER shall not dispose of damaged or rejected or rejected product without the prior written consent of BROKER or its Customer. BROKER or its Customer may determine within their sole discretion whether the goods may be salvaged, and if salvageable, the value of such salvage.

J. **Shipper Load and Count:** CARRIER shall not be liable for loss or damage on truckload shipments if trailer is loaded and sealed by SHIPPER and CARRIER has no opportunity to inspect or count contents of trailer, the trailer is delivered with original seal(s) intact, and there is no evidence indicating that the contents of the trailer were compromised while the trailer was in the CARRIER'S possession. However, in such event, CARRIER'S personnel shall note on the Bill of Lading that they were not allowed or afforded an opportunity to view and/or examine the goods shipped. Failure of CARRIER to make such a notation shall create a rebuttable presumption that the goods were received by CARRIER in the correct quantity and in good condition.

K. **Limitation of Liability:** EXCEPT AS OTHERWISE PROVIDED, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR PROSPECTIVE PROFITS (COLLECTIVELY, "DISCLAIMED DAMAGES"), WHETHER ARISING OUT OF OR ALLEGED TO HAVE ARISEN OUT OF BREACH OF THIS AGREEMENT; PROVIDED THAT EACH PARTY WILL REMAIN LIABLE TO THE OTHER PARTY TO THE EXTENT ANY DISCLAIMED DAMAGES ARE SUBJECT TO INDEMNIFICATION PROVISIONS PURSUANT TO PARAGRAPH 9.

L. **Survival of Provisions:** The provisions of this paragraph shall survive cancellation, termination, or expiration of this Agreement.

9. **INDEMNITY:** CARRIER agrees to be responsible for, and to defend, indemnify and hold BROKER together with its customers, agents, servants, attorneys, insurers and reinsurers, successors and assigns, and each of them, jointly and severally, harmless of and from any and all claims, demands, actions and causes of action, suits at law and proceedings in equity, without limitation, of any nature, howsoever arising, including, but not limited to, all losses, damages [including, but not limited to: consequential, speculative, direct, indirect and punitive damages] personal injury, death and/or loss or damage to cargo or other property, and/or claim for any such loss or occurrence, which may arise from or in connection with the operations performed or to be performed pursuant to this Agreement, without regard to fault or negligence on the part of CARRIER including, but not limited to the following:

A. Any and all liability claims, demands or expenses, including attorney's fees or other professional fees, directly or indirectly arising out of or related to the Service provided pursuant to this Agreement, initiated or advanced by any person;

B. Any liability, claims, demands or expenses (including attorney's and other professional fees) for damage to property of BROKER, its Customers or third parties, or personal injuries (including death) to BROKER or BROKER'S Customers' officers, directors, agents or employees or any other person, arising from or in conjunction with the CARRIER'S performance of Services pursuant to this Agreement;

C. Any and all claims made against BROKER, its agents, officers, directors or employees or BROKER'S Customers, agents or employees by or on behalf of CARRIER'S employees, for salary or other compensation or payments resulting or claimed to have resulted, in whole or in part, from CARRIER Services;

D. Any and all penalties or fines of any character which may be sought to be enforced against BROKER or its Customers by reason of an alleged violation by CARRIER, of any federal, state, provincial, or local law, rule or regulation; and

E. Any and all claims, demands and suits by other carriers or intermediaries against BROKER or its Customers seeking payment for transportation charges on shipments tendered to CARRIER.

F. The indemnifications contained in the Paragraph 9 shall NOT have application in instances when the claim, demand, liability or expense results directly from the sole negligence of BROKER.

G. The provisions of this Paragraph shall survive cancellation, termination, or expiration of this Agreement.

10. **MISCELLANEOUS:**

A. **Independent Contractor:** It is understood and agreed that the relationship between BROKER and CARRIER is solely that of independent contractor and not as an agent, joint venture, owner-operator or employee and that no employer/employee relationship exist, or is intended. CARRIER shall provide Services to BROKER as an independent contractor, not as an agent, joint venture or employee. CARRIER shall make all arrangements it deems appropriate to provide sufficient, appropriate, personnel and motor vehicle equipment, which shall be dedicated to BROKER'S exclusive use while transporting freight tendered by BROKER, to provide the transportation services contemplated by this Agreement. BROKER has no control of any kind over CARRIER, including but not limited to routing of freight, instruction to drivers, expenses, advances, equipment, confirmation, load securement, and driver location and nothing contained herein or on the website of BROKER shall be construed to be inconsistent with this provision. BROKER is not and will not be responsible for any debts, liabilities or obligations incurred by CARRIER in the performance of its business. CARRIER agrees to defend, indemnify and save BROKER and/or its Customers harmless from any and all claims, demands, actions, causes of action and liabilities (actual, potential, threatened or pending) of any type or nature arising from or in connection of the operations and activities of CARRIER hereunder, as a CARRIER or otherwise. CARRIER assumes full responsibility for all commissions, salaries, insurance, taxes, pensions and benefits of CARRIER'S agents, contractors, sub-contractors and/or employees in connection with CARRIER'S performance pursuant to this Agreement.

B. **Non-Exclusive Agreement:** CARRIER and BROKER acknowledge and agree that this Agreement does not bind the respective Parties to exclusive Services to each other. Either Party may enter into similar agreements with other carriers, broker, or freight forwarders.

C. **Waiver of Provisions:** Failure of either Party to enforce a breach of waiver of any provision or term of this Agreement shall not be deemed to constitute a waiver of any subsequent failure or breach, and shall not affect or limit the right of either Party to thereafter enforce such a term or provision.

D. **Carrier's Option to Assign its Accounts Receivables:** CARRIER may assign its accounts receivables under this Agreement to a third party. In order to so do however, CARRIER must:

(i) Notify BEXAR in writing a minimum of thirty (30) days in advance of any change in the CARRIER'S direction for payment, including without limitation any assignment of CARRIER'S right to payments earned or to be earned under this Agreement. Notice of any such assignment by CARRIER must include a self-addressed, stamped, return acknowledgement for BEXAR to execute and return. Notices to BEXAR shall be sent to:

Bexar Transportation, LLC
P.O. Box 220
La Vernia, TX 78121

(ii) Inform any assignee of the terms of this Agreement, including these terms regarding notice requirements.

(iii) CARRIER acknowledges and agrees that any change in CARRIER'S directions for payment or notice of assignment sent to any BEXAR employee or location other than as set forth in Section 11 (I) is inadequate and defective. During the transition period from one set of CARRIER'S payment directions to another, CARRIER agrees that payments inadvertently made by BEXAR in accordance with earlier payment directions shall constitute full satisfaction of BEXAR'S payment obligations under this Agreement. CARRIER further agrees that in such event it is the responsibility of the CARRIER to forward, or cause to be forwarded, the payment to the correct party. CARRIER shall indemnify, defend and hold harmless BEXAR from and against all liability, loss, damages, claims, suits or expenses, including without limitation reasonable attorney fees, caused by or arising from any failure on the part of the CARRIER or any assignee to comply with the terms of this section.

E. No Back Solicitation/Transportation:

(i) CARRIER shall not knowingly solicit any shipper or payor of freight and transport or arrange for the transportation of such freight directly for such shipper or payor of freight who first was introduced by BROKER to CARRIER. This restrictive covenant relates only to the type traffic and in traffic lanes or territories served by CARRIER on behalf of BROKER and relates only to Customers of BROKER with whom CARRIER had substantial business contact during the 12 months immediately preceding termination of this Agreement. The term of the prohibited solicitation and transportation shall be during the term of this Agreement and for one (1) year thereafter.

(ii) In the event of breach of this provision, BROKER shall be entitled, for a period of 6 months following delivery of the last shipment transported by CARRIER under this Agreement, to a commission of fifteen percent (15%) of the gross transportation revenue (as evidenced by freight bills) received by CARRIER for the transportation of said freight as liquidated damages. Additionally, BROKER may seek injunctive relief and in the event it is successful, CARRIER shall be liable for all cost and expenses incurred by BROKER, including, but not limited to, reasonable attorney's fees.

F. Confidentiality:

(i) In addition to Confidential Information protected by law, statutory or otherwise, the Parties agree that all financial information of BROKER and that of its Customers, including but not limited to freight and brokerage rates, amounts received for brokerage services, amounts of freight charges collected, freight volume requirements, as well as personal customer information, customer shipping or other logistics requirements shared or learned between the Parties and their Customers, shall be treated as Confidential, and shall not be disclosed or used for any reason without prior written consent.

(ii) In the event of violation of this Confidentiality paragraph, the Parties and agree that the remedy at law, including monetary damages, may be inadequate and that the Parties shall be entitled, in addition to any other remedy they may have, to an injunction restraining the violating Party from further violation of this Agreement in which case the prevailing Party shall be liable for all costs and expenses incurred, including but not limited to reasonable attorney's fees.

G. Country of Origin: The limitations of liability for cargo loss and damage as well as other liabilities, arising out of the transportation of shipments, which originate outside the United States of America, may be subject to the laws of the country of origination.

H. Modification of Agreement: This Agreement and any attachments hereto shall not be modified, except by mutual written agreement.

I. Notices:

(i) All notices provided or required by this Agreement, shall be made in writing and delivered, return receipt requested, to the person or persons and at the address shown herein with postage prepaid; or by confirmed (electronically acknowledged on paper) fax.

(ii) The Parties shall promptly notify each other of any claim that is asserted against either of them by anyone arising out of the Parties performance of this Agreement.

(iii) Notices sent as required hereunder, to the addresses shown in this Agreement shall be deemed sent to the correct address, unless the Parties are notified in writing of any changes in address.

J. Severance/Survival: In the event any of the terms of this Agreement are determined to be invalid or unenforceable, no other terms shall be affected and the unaffected terms shall remain valid and enforceable as written. The representations, rights and obligations of the Parties hereunder shall survive termination of this Agreement for any reason.

K. Counterparts: This Agreement may be executed in any number of counterparts each of which shall be deemed to be a duplicate original hereof.

L. Entire Agreement: This Agreement, together with any Appendices which are a part hereof, contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence such as a Bill of Lading may be introduced to reform this Agreement in any judicial or arbitration proceeding involving this Agreement.

M. Governing Law-Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any legal action arising under or pursuant to this Agreement shall be brought and maintained only in courts located in Wilson County, Texas

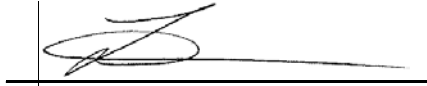
N. Force Majeure. The performance of either or both Parties hereto shall be excused and abated if such is prevented or substantially impeded by any Act of God, the public enemy, the authority of law, natural disaster or other like event, for the duration of such event. The Party who is unable to perform because of such event shall give the other notice of same within twenty-four 24 hours of the occurrence of such event or its performance hereunder will not be excused.

O. Enforcement/Attorney's Fees: In the event either Party incurs attorney's fees, costs, or expenses enforcing any of the provisions of this Agreement, or in exercising any right to remedy arising out of any breach of this Agreement by the other Party, the prevailing Party shall be entitled to an award of attorney's fees, costs and expenses against the defaulting Party.

IN WITNESS WHEREOF, we have signed this Agreement the date and year first shown above.

BEXAR TRANSPORTATION, LLC
(BROKER)

(CARRIER)



Authorized Signature

Authorized Signature

Leonard A. Secret, President
Printed Name & Title

Printed Name & Title

P.O. Box 220
La Vernia, TX 78121
Company Address

Company Address

Phone: (888) 806-1113

Phone:

Fax#: (830) 779-4201 or (830) 779-4203

Fax#:

E-Mail: dispatch@bexartrans.com

E-Mail: _____



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

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

SERVICE DATE
January 28, 2008

LICENSE
MC-631150-B
BEXAR TRANSPORTATION, LLC
SAN ANTONIO, TX

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 blue ink that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO

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)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶	Date ▶
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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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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,

Property Broker's Surety Bonds under 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, THAT we
BEXAR TRANSPORTATION LLC

_____ of
Property Broker Name
115 CANFIELD STREET, P.O. BOX 220 LA VERNIA TX 78121

Principal Address
as PRINCIPAL (hereinafter called Principal), and **AMERICAN ALTERNATIVE INSURANCE CORPORATION**, a
Surety Name

corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Public Law 99-563, created and existing under the laws of the State of **New Hampshire** (hereinafter called Surety) are held and firmly

Surety Incorporation
bound unto the United States of America in the sum of \$ **\$75,000**, for which payment, well and truly to be made, we bind
Bond Amount

ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of 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 FMCSA such a bond 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 therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the FMCSA, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the FMCSA, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the FMCSA forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 08 day of January, 2013, 12:01 a.m., standard time at the
Date Month Year

address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the FMCSA at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA.

The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

BOND NO: 20130107861

ACCT LOC ID: 100110900

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified on the face of this form, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 08 day of

January, 2013
Month Year

Date

BEXAR TRANSPORTATION LLC

Principal Name (Company, Individual, etc.)



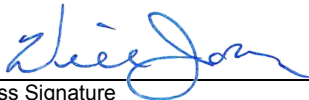
Signature

LEONARD SECREST

Printed or Typed Name of Signor

PRESIDENT

Title of Signor



Witness Signature

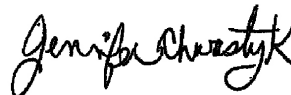
Will Jones

Printed or Typed Name of Witness

AMERICAN ALTERNATIVE INSURANCE CORPORATION



MATTHEW L. ZEHNER
Attorney-in-Fact



JENNIFER CHWASTYK
Witness



1501

BEXAR

TRANSPORTATION

Business References

- 1. Landstar - Jake Shalabi - 708-415-0282**
- 2. Douglass King Seed Company – Cherlyn - 210-661-4191**
- 3. H&M Trucking - Hector - 214-714-4593**
- 4. Mikes Loading Service - George - 956-292-2802**
- 5. QW Express Inc. – Lisa – 210-204-1106**
- 6. Antonio's Trucking - Antonio - 817-714-3022**
- 7. JD DAK Transport – Bryant – 210-846-3367**
- 8. Apex Capital LP – Pam – 800-511-6022**
- 9. ComData Network Inc. – 800-638-3540**
- 10. DNS Factors - Crystal or Bree-Ann - 888-777-5543**
- 11. JS Express - Flor Lemus - 214-402-7302**
- 12. Coyne Transportation Inc. – Leah - 830-537-5658**

Please call (888)806-1113 with any accounting questions, attn: Michelle.

Bexar Transportation has multiple fuel advance and quick pay options available, and will make every effort to work with our carriers regarding payment terms.