

Absolute Transportation, Inc. Brokerage Transportation Agreement

This Transportation Agreement (hereinafter designated as the "agreement") made this ____ day of _____, 20__ between Absolute Transportation, Inc., P.O. Box 846, Imboden, AR 72434 (hereinafter designated as "Broker") and Carrier: _____, address _____, of City: _____, State____, Zip _____ (hereinafter designated as "Carrier").

Recitals

- A. Absolute Transportation, Inc. is a company duly organized and existing for the purpose, amongst others, of arranging for the transportation of property by motor vehicle under its authority, MC 600321, as a for-hire broker and subject to the provisions of the Interstate Commerce Act and to the extent applicable, the relevant laws of several states within which operations may be conducted. Broker controls the transportation of the commodities to be tendered to the Carrier in accordance with criteria established in 132 M.C.C. 794 (1982) and thus is a shipper under those criteria. This agreement is designed to meet shipper's distinct needs.
- B. Carrier is a contract motor carrier in the interstate commerce holding authority issued by the Interstate Commerce Commission (hereinafter designated as "ICC") under MC-_____ and Sub Numbers thereto, authorizing the movement of freight. A copy of the Carrier's pertinent authority is attached hereto.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth in this agreement, the parties agree as follows:

- C. Broker shall tender for transportation and Carrier shall transport, subject to availability of Carrier's equipment, and/or shipments throughout the duration of this agreement.
- D. Carrier shall receive as compensation for transportation provided under this agreement the rates and charges as agreed upon by Carrier and Broker. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contract shall be reduced to writing and signed by authorized parties prior to actual movement of freight by Carrier (known as exhibit A). Such oral agreements and supplemental written agreements as to rates and charges shall become a part of this agreement as if included herein. Signed written agreements may be transmitted between parties by fax, e-mail or by U.S. Mail or other mutually agreed upon means.

Carrier shall invoice Broker for the prescribed charges weekly and shall forward to Broker, along with the invoice, a signed delivery receipt and any other documentation required by Broker for each shipment listed on the invoice for which the Carrier seeks payment. Broker agrees to pay Carrier for the applicable freight charges under this agreement within twenty-eight (28) days of receipt of required paperwork.

Carrier agrees that it shall not bill the consignor/consignee or any third party directly nor shall it accept payment from consignor/consignee or any third party for providing transportation under this agreement.

- E. This agreement shall become effective on the date hereof and shall remain in effect until terminated by either party upon not less than ten (10) days prior to written notice. Nothing in the paragraph shall be construed as limiting or superseding any right of cancellation or termination of this agreement as may be specified in any other paragraph of this agreement.
- F. Neither party shall divulge to any third party (a) the terms of this agreement or (b) any proprietary information derived in the course of performance of this agreement. Carrier specifically agrees that it shall not reveal the terms on which it provides transportation to any third party represented by Broker and/or the consignors/consignee of any shipment moving hereunder.
- G. The relationship of the Carrier to the Broker shall, at all times, be that of an independent contractor, except the Broker shall be the agent for the Carrier for the collection of charges. The parties understand and agree that Broker operates as an independent contractor for the purpose of arranging transportation of goods for various consignors/consignees.
- H. Carrier agrees to assume all responsibility for, and shall pay, State and Federal taxes, insurance (including but not limited to worker's compensation, unemployment compensation, disability, old age pension and social security insurance) assessments and other financial obligations arising out of the transportation performed there under.

Carrier Initials

- I. Carrier assumes, in transporting property under this agreement, all liability for loss, damage, injury, delay as is assumed by an interstate motor contract carrier. Carrier shall be liable for damage to or loss of any lading transported under this agreement, which are receipted for by the carrier or its agent as being received in good order and condition. Such liability shall begin at the time freight is loaded in or on Carrier's equipment at the point of origin and continue until said freight is delivered to the designated consignee at the destination or to any intermediate stop off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s).
- J. Carrier liability shall be that of a motor contract carrier. All shipments tendered to carrier shall be transported under a uniform straight bill of lading. In the event there is a conflict between the terms of this agreement and the bill of lading or the carrier's rules tariff, the provisions of this agreement shall govern application, liability, and released values.
- K. Carrier shall provide all facilities and equipment and properly licensed qualified drivers and other personnel necessary to perform the required transportation service in a safe and efficient manner. Carrier shall provide, operate and maintain in good working condition the motor vehicles and related equipment necessary for the performance of transportation service under this agreement. Carrier shall have sole and exclusive control over the manner in which Carrier and its employees or contractors perform any transportation service provided for hereunder and Carrier shall engage and employ such individuals as it may deem necessary in connection therewith; it being understood and agreed that such individuals shall be considered employees of or independent contractors controlled solely by Carrier and shall not be considered, under any circumstances, as employees of or independent contractors controlled by Broker and/or third parties which Broker represents and/or the consignor/consignee on any shipment which moves under this agreement.
- L. Carrier specifically agrees that all freight tendered to it through the Broker shall be transported on equipment operated only under the authority of the Carrier, and the Carrier shall not in any manner sub-contract, broker, trip lease, or any other form arrange for the freight to be transported by a third party without written approval from Absolute Transportation, Inc. Contract will be voided if written consent is not obtained by Absolute Transportation.
- M. Carrier shall indemnify and hold harmless Broker and parties which Broker represents and consignors/consignees of shipments moving under this agreement, without limitation, from and against all loss, damage, fines, expense demands or actions and injury to persons (including injury resulting in death) and damage to property or cargo where such loss, damage, fines, expenses, actions or injury are caused by negligence of Carrier, its employees, its drivers, agents, trip lessors and their employees, agents and drivers in performing the services provided for under this agreement. Carrier agrees, without limitation, that it shall provide counsel approved by Broker to defend any and all lawsuits and/or workmen's compensation claims and/or other litigation where Broker, parties represented by Broker and/or consignors/consignees of shipments moving under this agreement are named parties to a lawsuit as a result of any Carrier operations performed under this agreement. Carrier agrees to pay all claims, judgments, attorneys' fees and costs of any litigation brought against Broker, parties represented by Broker and/or consignors/consignees of shipments moving under this agreement and hold them harmless for all claims, judgments, attorneys' fees and cost of litigation as concerns Carrier operations performed under this agreement.
- N. Carrier will procure, maintain and enforce continuously through the term of this agreement and provide written proof to Broker, of its coverage under each of the following types of insurance prior to carriage of traffic under this agreement.

Insurance required under the Workmen's Compensation Laws of the states in which the transportation services shall be performed, covering Carrier and its employees in such amounts as are required by the statutes of said states. Broker, parties represented by Broker and/or consignors/consignees on any shipment which moves under this agreement shall have no responsibility to either defend any workmen's compensation claim which arises due to Carrier's operations under this agreement or to pay any awards resulting from such claims. Such Insurance shall include a waiver of subrogation in favor of the Broker, parties represented by the Broker and/or consignors/consignees.

Automobile Bodily Injury and Property Damage Insurance protecting against claims for bodily injury, including accidental or intentional death and loss of or damage to tangible property in at least the amount of One Million and no/100 Dollars (\$1,000,000.00), such not being lower than limits required by the Interstate Commerce Commission, Department of Transportation or other governmental body having jurisdiction to prescribe insurance requirements for interstate and/or intrastate for-hire carriers. Said insurance will name Broker as certificate holder. The parties agree that Carrier shall provide immediate written notice to Broker in the event that said policies are canceled or the limits of coverage are reduced. Such insurance shall include a waiver of subrogation in favor of the Broker, parties represented by the Broker and/or consignors/consignees.

Cargo insurance in the minimum amount of One Hundred Thousand and no/100 Dollars (\$100,000.00), said insurance shall name Broker as certificate holder and shall provide for immediate written notice to Broker in the event of cancellation or the limits of coverage are reduced. In the event Carrier's cargo insurance falls below the sum of One Hundred Thousand and no/100 Dollars (\$100,000.00), said Carrier will be subject to approval on a load-to-load basis. Carrier shall be solely responsible for cargo liability, whether or not such cargo value exceeds carrier's maximum cargo insurance coverage.

Carrier Initials

- O. All claims for loss and damage, and any salvage arising there from shall be handled and processed in accordance with the regulations of the Interstate Commerce Commission as published in the Code of Federal Regulations (49 C.F.R. 370).
- P. The time limit for instituting suit to recover overcharges or undercharges shall be 18 months from the date shown on the bill of lading. Carrier shall follow the procedures as set forth in title 49, Code of Federal Regulations; section 1008, in existence at the time contract is signed.
- Q. Carrier hereby retains the services of Broker as its agent for the solicitation and dispatch of merchandise available for transportation by motor vehicle with the full power and authority to act in Carrier's behalf for the sole purpose of securing merchandise and accepting payment for transportation. Carrier authorizes Broker to invoice shipper, receiver, consignor or consignee for freight charges as an agent for and on behalf of Carrier. Broker is hereby authorized and empowered to keep any amount over the charges agreed to with the Carrier as its commission and fee. Payment for the freight charges to Broker shall relieve shipper, receiver, consignor or consignee of any liability to the Carrier for any payment of charges.
- R. Whenever this agreement requires or permits any consent, approval, notice, request or demand from one party to another it must be in writing to be in effect. Transmission will be by fax, e-mail or U.S. Mail or other mutually agreed upon means.

The parties hereto may amend or modify this agreement or the instruments given and executed pursuant to the terms of this agreement only by written instrument executed by the Carrier and Broker with the sole exception being that the rates and charges referred to herein may be verbally modified by mutual consent of both parties provided that written confirmation of said modification is received by the party against which the modification is sought within ten (10) days.

All covenants, agreements, representations and warranties made in this agreement shall remain in effect for three (3) years after the termination of this agreement or an extension thereof.

- S. Carrier agrees not to solicit any customer that it comes in contact with as a result of Broker's efforts and in the event Carrier does solicit and transport freight for the aforementioned customer, Carrier will pay Broker 15% of all gross revenue for a period of 12 months.
- T. The substantive laws of the State of Arkansas shall govern the validity, construction, enforcement and interpretation of this agreement and the documents, instruments or agreement executed and delivered pursuant to the terms of this agreement, unless otherwise specified therein and proper venue on any suit arising under this agreement shall be in Poinsett County, Arkansas.
- U. If any provisions of this agreement are held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provisions shall be fully severable and the provisions shall be construed as never having been compromised as a part of the agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible to be legal, valid and enforceable.
- V. This agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns.

BROKER: Absolute Transportation, Inc.

BY: Robin Prince

TITLE: President

ADDRESS: P.O. Box 846

CITY, ST: Imboden, AR

ZIP: 72434

CARRIER: _____

BY: _____

TITLE: _____

ADDRESS: _____

CITY, ST: _____

ZIP: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

DATE



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

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

SERVICE DATE

May 30, 2007

LICENSE

MC-600321-B

ABSOLUTE TRANSPORTATION, INC.
TRUMANN, AR

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 black ink that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO



Absolute Transportation

P.O. Box 846
Imboden, AR 72434
Phone: 870-869-1200
Fax: 870-869-1205

Federal ID#: 32-0234979

Bank: Citizens Bank
P.O. Box 960
Imboden, AR 72434
870-869-0100 / Amanda Kelley

References: CSX Intermodal, Inc.
301 West Bay Street
Jacksonville, FL 32202
904-366-3807

Custom Transfer, Inc.
P.O. Box 157
Long Prairie, MN 56347
320-732-3013 (104) / Laura Kluver

Foundation Express, LLC
2015 Silver Star Road
Orlando, FL 32804
407-290-2485 / Mike or Laurie

Hicks Transportation, Inc.
2283 State Road 76
Willow Springs, MO 65793
417-469-3400 (11) / Jessica Stokes

Natural State Carriers, LLC
135 Johnston Road
Searcy, AR 72143
501-278-9910 / Chris Rambo

Vattan Transportation, Inc.
P.O. Box 858
Roswell, GA 30077
770-992-6155 / Andre

FMCSA Motor Carrier

USDOT Number: **2238966**
Docket Number: **MC600321**
Legal Name: **ABSOLUTE TRANSPORTATION, INC.**
DBA (Doing-Business-As) Name



Addresses

Business Address: **201 N. MAIN STREET**
IMBODEN, AR 72434
Business Phone: **(870) 869-1200** Business Fax: **Fax: (870) 869-1205**
Mail Address: **PO BOX 846**
IMBODEN, AR 72434
Mail Phone: **(870) 869-1200** Mail Fax: **Fax: (870) 869-1205** Undeliverable Mail: **NO**

Authorities

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$0	BIPD on File:	\$0
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES
Blanket Company:	ALL AMERICAN AGENTS OF PROCESS						

Comments:

Active/Pending Insurance:

Form: 84	Type: SURETY	Posted Date: 10/04/2013
Policy/Surety Number: 20130812282	Coverage From: \$0	To: \$75,000*
Effective Date: 10/01/2013	Cancellation Date:	

Insurance Carrier: **AMERICAN ALTERNATIVE INSURANCE CORPORATION**
Attn: **TO REPORT A CLAIM CALL 800-305-4954**
Address: **555 COLLEGE RD. EAST PLAZA II**
PRINCETON, NJ 08543 US
Telephone: **(800) 305 - 4954** Fax: **(609) 275 - 2147**

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

FMCSA Motor Carrier

USDOT Number: **2238966**

Docket Number: **MC600321**

Legal Name: **ABSOLUTE TRANSPORTATION, INC.**

DBA (Doing-Business-As) Name



Rejected Insurances:

Form:	Type:			
Policy/Surety Number:		Coverage From:	\$0	To: \$0
Received:		Rejected:		
Rejected Reason:				

FMCSA Motor Carrier

USDOT Number: **2238966**
Docket Number: **MC600321**
Legal Name: **ABSOLUTE TRANSPORTATION, INC.**
DBA (Doing-Business-As) Name



Insurance History:

Form: 84	Type: SURETY			
Policy/Surety Number: S-785599	Coverage From	\$0	To:	\$10,000 *
Effective Date From: 08/20/2010	To: 08/20/2011	Disposition: Cancelled		

Insurance Carrier NGM INSURANCE COMPANY
Attn: CHERYL BRITTON, BOND DEPARTMENT
Address: 55 WEST ST, PO BOX 2300
KEENE, NH 03431 US
Telephone: (603) 352 - 4000 Fax: (603) 358 - 1349

Form: 84	Type: SURETY			
Policy/Surety Number: 1807534	Coverage From	\$0	To:	\$10,000 *
Effective Date From: 08/20/2011	To: 08/13/2013	Disposition: Replaced		

Insurance Carrier GREAT AMERICAN INSURANCE CO.
Attn: PROPERTY & INLAND MARINE DIVISION
Address: 580 WALNUT ST.
CINCINNATI, OH 45202 US
Telephone: (800) 858 - 8335 Fax: (513) 287 - 8230

Form: 84	Type: SURETY			
Policy/Surety Number: 20130812282	Coverage From	\$0	To:	\$10,000 *
Effective Date From: 08/13/2013	To: 10/01/2013	Disposition: Replaced		

Insurance Carrier AMERICAN ALTERNATIVE INSURANCE CORPORATION
Attn: TO REPORT A CLAIM CALL 800-305-4954
Address: 555 COLLEGE RD. EAST PLAZA II
PRINCETON, NJ 08543 US
Telephone: (800) 305 - 4954 Fax: (609) 275 - 2147

Form: 85	Type: TRUST FUND			
Policy/Surety Number: NONE	Coverage From	\$0	To:	\$10,000 *
Effective Date From: 05/23/2007	To: 08/20/2010	Disposition: Replaced		

Insurance Carrier PACIFIC FINANCIAL ASSOCIATION, INC.
Attn: CLAIMS DEPARTMENT
Address: 12707 HIGH BLUFF DR. ST. 220
SAN DIEGO, CA 92130 US
Telephone: (800) 595 - 2615 Fax: (623) 209 - 2610

FMCSA Motor Carrier

USDOT Number: **2238966**
Docket Number: **MC600321**
Legal Name: **ABSOLUTE TRANSPORTATION, INC.**
DBA (Doing-Business-As) Name



Insurance History:

Form: 85	Type: TRUST FUND			
Policy/Surety Number: NONE	Coverage From	\$0	To:	\$10,000 *
Effective Date From: 05/23/2007	To: 04/23/2008	Disposition: Name Changed		

Insurance Carrier **PACIFIC FINANCIAL ASSOCIATION, INC.**
Attn: **CLAIMS DEPARTMENT**
Address: **12707 HIGH BLUFF DR. ST. 220**
SAN DIEGO, CA 92130 US
Telephone: **(800) 595 - 2615** Fax: **(623) 209 - 2610**

Form: 85	Type: TRUST FUND			
Policy/Surety Number: NONE	Coverage From	\$0	To:	\$10,000 *
Effective Date From: 05/23/2007	To: 05/23/2007	Disposition: Replaced		

Insurance Carrier **PACIFIC FINANCIAL ASSOCIATION, INC.**
Attn: **CLAIMS DEPARTMENT**
Address: **12707 HIGH BLUFF DR. ST. 220**
SAN DIEGO, CA 92130 US
Telephone: **(800) 595 - 2615** Fax: **(623) 209 - 2610**

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

Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	05/30/2007

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason