



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 cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO

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 Surety Bond under 49 U.S.C. 13906

FORM BMC-84

Bond Number: 4012645

Filer FMCSA Account Number: MC#600321

KNOW ALL MEN BY THESE PRESENTS, that we, Absolute Transportation, Inc.
(Name of Broker or Freight Forwarder)

of 201 N Main Street PO Box 8946 Imboden Arkansas 72434
(Street) (City) (State) (Zip)

as PRINCIPAL (hereinafter called Principal), and Great American Insurance Company
(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing

under the laws of the State of Ohio (hereinafter called Surety), are held and firmly bound unto the United States of
(State)

America in the sum of \$75,000 for a broker or freight forwarder, for which payment, and hand truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration 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 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 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 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 Federal Motor Carrier Safety Administration, 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 Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 13th day of August, 2015, 12:01 a.m., standard time at the 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 Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages herein before 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.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, 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.

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.

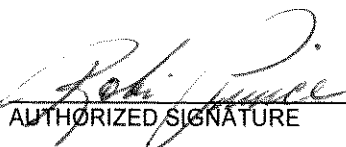
The parties hereto may amend or modify this agreement or the instruments given and executed pursuant to the terms of this agreement only by written instrument executed by the Carrier and Broker with the sole exception being that the rates and charges referred to herein may be verbally modified by mutual 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



PO Box 846

Imboden, AR 72434

Phone: 870-869-1200

Fax: 870-869-1205

FEDERAL ID#

32-0234979

BANK:

Citizens Bank

PO Box 960

Imboden, AR 72434

870-869-0100 / Jennifer Wright

REFERENCES:

MKSEAL Trucking, LLC

2823 North 14th

Poplar Bluff, MO 63901

573-429-1034 / Mark Seal

ARKA Express, Inc.

2202 W 166th St

Markham, IL 60428

708-974-4545 X104 / Dimitar Hadjinastassov

J-Par Trucking, Inc.

PO Box 465

Roanoke, AL 36274

800-219-8241 / Jimmy