

# *Blakeman Transportation, Inc.*

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*P.O. Box 4340 • Fort Worth, Texas 76164 • 817/626-3400 • 800/375-9995 • Fax 817/626-0600*

Thank you for your interest in Blakeman Transportation. We are very proud of the reputation we have established in the transportation industry. The following will help you understand who we are.

- ◆ Blakeman Transportation has been in the Freight Brokerage industry for over twenty years.
- ◆ Blakeman Transportation has been in the Transportation Industry for over twenty five years, with our principals' involvement of over forty years.
- ◆ Blakeman Transportation transports products for such companies as, Sysco Food Service, Dole Packaged Foods, Tyson Foods, The Dannon Co., and other Fortune 500 Companies.
- ◆ Blakeman Transportation is a rated member of the Blue, Red, & Gold Books as well as a long-term member of the Transportation Intermediary Association (TIA). TIA is an organization for third party transportation companies designed to educate its members on ethics, laws and changing environmental issues.
- ◆ Blakeman Transportation specializes in LTL frozen and refrigerated freight from each region to the 48 continental states. We also provide full truckload frozen, refrigerated, dry and expedited service to anywhere in the Continental United States and Canada.
- ◆ Blakeman Transportation provides a full service package; including complete logistic management, cross-dock capabilities, and freight consultation.
- ◆ Blakeman Transportation operates under MC# 214825 and its SCAC code is BKMP.
- ◆ Blakeman Transportation's email address is [sales@blakemantrans.com](mailto:sales@blakemantrans.com). General information and questions should be sent to [bti@blakemantrans.com](mailto:bti@blakemantrans.com). Our web address is [www.blakemantrans.com](http://www.blakemantrans.com).

I have included our Terms and Conditions as well as other important information with this packet. Please let me know if I may be of any further service or if you require any additional information.

Best regards,

Neil Schaefer  
Marketing Director/Business Development

# Blakeman Transportation, Inc.

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## CUSTOMER REFERENCE LIST

Sysco Food Service  
10710 Greens Crossing Blvd.  
Houston, TX 77038  
713-679-5504  
Brandon Williams

Lawlers Foods, LTD.  
1219 Carpenter Rd.  
PO Box 2558  
Humble, TX 77347  
800-541-8285 x248  
Pat Murphy

Windsor Foods  
5200 Gold Spike Rd.  
Ft Worth, TX 76106  
817-991-4807  
John Staben

John Soules Foods  
PO Box 4579  
Tyler, Texas 75712  
800-338-4588  
Randy Riley

Daisy Brand  
12750 Merit Dr.  
Dallas, Texas 75251  
972-726-0800  
Chris Brown

Domtar  
8800 Sterling St.  
Irving, Texas 75063  
972-929-3568  
Jeff Burnham

Trans-Trade, Inc.  
1040 Trade Ave.; Ste. 106  
DFW Airport, TX 75261  
972-456-1581  
Bob Reynolds

The Dannon Company  
100 Hillside Avenue  
White Plains, NY 10603  
914-872-8663  
Diane Van Wagner

**Transportation Broker • MC 214825**

**Email:** [sales@blakemantrans.com](mailto:sales@blakemantrans.com)

**For Dry Freight:**

[dry@blakemantrans.com](mailto:dry@blakemantrans.com)

**For Expedited Freight:**

[Expedited@blakemantrans.com](mailto:Expedited@blakemantrans.com)

**For LTL/Crossdock Freight:**

[dfw@blakemantrans.com](mailto:dfw@blakemantrans.com)

**SCAC Code: BKMP**

**For California Freight:**

[wer@blakemantrans.com](mailto:wer@blakemantrans.com)

**For Midwest Freight:**

[mwr@blakemantrans.com](mailto:mwr@blakemantrans.com)

**For IntraTexas Freight:**

[txr@blakemantrans.com](mailto:txr@blakemantrans.com)

REV: 03.03.2014



# Blakeman Transportation

## Contact List

**Mailing Address**  
**PO Box 4340**  
**Fort Worth, TX 76164**

**SCAC CODE: BKMP**  
**MC # 214825**  
**EIN: 75-1876650**

Office 1- 800-375-9995 /817-626-3400  
Fax 817-626-0600 - LTL / 817-625-2800 – TL / 817-509-2563 -- DRY  
Email [bti@blakemantrans.com](mailto:bti@blakemantrans.com) / [sales@blakemantrans.com](mailto:sales@blakemantrans.com) Web-site [www.blakemantrans.com](http://www.blakemantrans.com)

<b>President</b> – Jeff Blakeman	Direct Line	817-509-9744	<a href="mailto:jblake@blakemantrans.com">jblake@blakemantrans.com</a>
<b>Operations VP</b> -- Chad Blakeman	Direct Line	817-509-9749	<a href="mailto:cblake@blakemantrans.com">cblake@blakemantrans.com</a>
<b>MIS (IT) Director</b> – Steve Gold	Direct Line	817-626-3400	<a href="mailto:sgold@blakemantrans.com">sgold@blakemantrans.com</a>
<b>Bus Development</b> - Neil Schaefer	Direct Line	817-509-9760	<a href="mailto:nschaefer@blakemantrans.com">nschaefer@blakemantrans.com</a>
<b>OS&amp;D (Claims)</b> – Nadia Martin	Direct Line	817-509-9739	<a href="mailto:nmartin@blakemantrans.com">nmartin@blakemantrans.com</a>
<b>Acct. Receivable</b> – Gail Landman	Direct Line	817-509-9754	<a href="mailto:glandman@blakemantrans.com">glandman@blakemantrans.com</a>

### ***Temperature Controlled Freight***

**Texas Temperature Controlled LTL Manager** – Tim Rawlings Cell# 817-688-0767

Direct Number	817-509-9758	<a href="mailto:trawlings@blakemantrans.com">trawlings@blakemantrans.com</a>
Bryan Gager	817-509-9772	<a href="mailto:bgager@blakemantrans.com">bgager@blakemantrans.com</a>
Group Cell #	817-319-5174	

**Texas Truck load Manager** – Vince Freese cell # 817-401-1119; Group Cell# 817-201-9450

Direct Line	817-509-9756	<a href="mailto:vfreese@blakemantrans.com">vfreese@blakemantrans.com</a>
Crystal Hindman	817-509-4700	<a href="mailto:chindman@blakemantrans.com">chindman@blakemantrans.com</a>
Cammy Spencer	817-509-9746	<a href="mailto:cspencer@blakemantrans.com">cspencer@blakemantrans.com</a>

**Local Bob-Tail Delivery Service (DFW Area)** – Nikki Smith

Direct Line	817-509-9750	<a href="mailto:nsmith@blakemantrans.com">nsmith@blakemantrans.com</a>
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**Midwest Regional Manager** – Chris Pankau cell # 817-988-6891; Group Cell 817-925-2593

Direct Line	817-509-9766	<a href="mailto:cpankau@blakemantrans.com">cpankau@blakemantrans.com</a>
Tina Evans	817-509-9747	<a href="mailto:tevans@blakemantrans.com">tevans@blakemantrans.com</a>

**Northeast/Southeast Regional Manager** – Candace Woods cell # 817-655-0906 Group Cell 817-319-5174

Direct Line	817-509-2552	<a href="mailto:cwoods@blakemantrans.com">cwoods@blakemantrans.com</a>
Cole Blanche	817-509-2547	<a href="mailto:cblanche@blakemantrans.com">cblanche@blakemantrans.com</a>
Victoria Martinez	817-509-9769	<a href="mailto:vmartinez@blakemantrans.com">vmartinez@blakemantrans.com</a>

**Western Regional Manager** – Jennifer Keys cell # 940-393-9367; Group Cell 817-925-2593

Direct Line	817-509-9778	<a href="mailto:jkeys@blakemantrans.com">jkeys@blakemantrans.com</a>
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### ***Dry /Specialized Service***

**Dry Freight Manager** – Janet Maldonado; Group Cell 817-991-3011

Direct Line	817-509-9773	<a href="mailto:jmaldonado@blakemantrans.com">jmaldonado@blakemantrans.com</a>
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**Specialized Equipment** – Ken Kolodetsky Group Cell 817-739-3881

Direct Line	817-509-9765	<a href="mailto:kkolodetsky@blakemantrans.com">kkolodetsky@blakemantrans.com</a>
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**Group Cells should be used for after hours calls.**



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## BUSINESS CREDIT APPLICATION

Business Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Owner/Manager \_\_\_\_\_ Tel.No. \_\_\_\_\_

Fax No. \_\_\_\_\_ How long in business \_\_\_\_\_ D & B Rated \_\_\_\_\_

Billing Address: (If Different) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Billing/AP Contact: \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Trade References (At least 1 or 2 need to be transportation references):

Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Name \_\_\_\_\_ Contact \_\_\_\_\_ Phone \_\_\_\_\_

Bank References:

Name \_\_\_\_\_ Address \_\_\_\_\_ Acct. # \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_ Acct. # \_\_\_\_\_

Pending lawsuits against Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned authorizes inquiry as to credit information. We further acknowledge that credit privileges, if granted, may be withdrawn at any time. **All services by Blakeman Transportation, Inc. (BTI) are provided pursuant to BTI's Terms and Conditions which are available for inspection and review on our website at**

[https://www.blakemantrans.com/company\\_terms\\_and\\_conditions.php](https://www.blakemantrans.com/company_terms_and_conditions.php).

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

Return to Gail Landman – Fax: 817/869-0546 or [credit@blakemantrans.com](mailto:credit@blakemantrans.com)

**TERMS / CONDITIONS AND  
SPECIAL SERVICES FOR FROZEN/REFRIGERATED  
LTL & TRUCKLOAD SHIPMENTS**

**CONDITIONS:**

- ◆ Product weight per pallet is based on 1400 lbs. minimums.
- ◆ Product is shrink-wrapped, palletized no over-hang of product and tagged for final destination.
- ◆ Cargo valuation inclusive to \$2.50 per lb. The maximum liability of Blakeman Transportation, Inc. and/or its designated Carriers (Owner-Operators) shall not exceed the lesser of the Cargo Insurance limits carried by BTI's designated carrier, at the time of loss or \$100,000 in any one place at any one time or in any one disaster, either in case of partial or total loss, of any other costs and expenses, or all combined.
- ◆ Unloading not included in standard LTL rates. Unloading included only by special request.
- ◆ All weights computed on gross weight.
- ◆ Frozen Freight variance will be between 0° up to +10° Fahrenheit.
- ◆ Chilled Freight variance will be between +28° up to +38° Fahrenheit.

**TERMS:**

- ◆ Rates are based on U.S. Dollars. All invoices are due and payable in full in ten (10) days from invoice date at BTI's office, 2350 Cold Springs Rd., Fort Worth, TX 76106 or at it postal mail box, PO Box 4340, Fort Worth, TX 76164 in U.S. Currency. In any referral for collection or action against the Customer for monies due BTI, upon recovery by BTI, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
- ◆ Rates are subject to change without prior notification.
- ◆ Currently, BTI is adding a Fuel Surcharge based on the US Dept of Energy's National Diesel Fuel Index to all freight charges. This surcharge is changed every Monday based on the new published index.
- ◆ Delivery Dates are schedules not guarantees. BTI does not guarantee exact delivery dates or times nor will it accept or pay any late charges or fees, rescheduling charges or fees or any charges and/or fees associated with missed appointments.

**SPECIAL SERVICES:**

- ◆ Repalletization \$0.75 per cwt.
- ◆ Storage in transit - minimum \$12.00 - \$14.00 per cwt. over seven (7) days from ship date up to 30 days.
- ◆ Extra charges will apply for extra loading and unloading, extra pickups or drop-offs and any other service not included in the base rate.

## **BLAKEMAN TRANSPORTATION, INC. TERMS AND CONDITIONS OF SERVICE**

This explains the services provided by BLAKEMAN TRANSPORTATION, INC. (“BTI”) and the terms, conditions, restrictions and requirements under which those services will be rendered. These terms, conditions, restrictions and requirements have been incorporated through reference on BTI’s offering to the public via its website, and through its documents, including but not limited to the Credit Agreement, initial rate offers, rate confirmation sheets, invoices or service orders, where applicable.

Though effort has been made to present a uniform and consistent statement of the terms and conditions of service for BTI to the extent that any conflict exists or arises between the terms and conditions of the shipping, warehousing or other documents, these Terms and Conditions of Service shall control. To the extent applicable, and allowable by law, those provisions of the Interstate Commerce Act which are inconsistent with these Terms and Conditions of Service are expressly waived.

If any portion of these Terms and Conditions of Service are found unenforceable by the courts or by any other agency having jurisdiction over the parties, such portions shall be deemed stricken, however, the remainder will remain valid and enforceable.

**1. BTI AUTHORITY.** BTI operates as a transportation broker of general commodities pursuant to a license issued by the Interstate Commerce Commission (now the Federal Motor Carrier Safety Administration) under MC-214825. The term “broker” means a person, other than a motor carrier or an employee or agent of a motor carrier, that as a principal or agent sells, offers for sale, negotiates for, or holds itself out by solicitation, advertisement, or otherwise as selling, providing, or arranging for, transportation by motor carrier for compensation. (49 U.S.C. §13102(2)). BTI undertakes to operate within the regulations set forth at 49 C.F.R. §371, and as otherwise promulgated by State and Federal authority.

Blakeman Transportation, Inc. (“BTI”) is not a motor carrier, but acts exclusively as a property broker licensed by the FMCSA and defined at 49 USC 13102. Reference to BTI as “carrier” is strictly for the convenience of the parties and does not create or imply a holding out or assumption by BTI of motor carrier authority, equipment, personnel, capabilities, insurance, or liabilities, nor do such provisions apply to BTI. As a federally licensed broker, BTI shall arrange for transportation with motor carriers and BTI shall contractually require such carriers to have proper equipment and personnel in compliance with the Sanitary Transportation Food Act, and all other Federal and State laws.

**2. BTI OPERATIONS.** BTI operates through a central office, a regional office, and through sales agents and independent contractors. BTI personnel, employees and sales agents are only authorized to perform, provide or arrange for transportation service consistent with these Terms and Conditions of Service. Customer understands and agrees that any statements, promises, or agreements made by such employees, agents or contractors that conflict with the terms and conditions of this Service Guide are not binding upon BTI.

**3. APPLICABILITY.** These Terms and Conditions of Service apply to all services provided by BTI to or for the Customer, which term shall include the shipper, exporter, importer, sender, receiver, owner, consignor, consignee, transferor or transferee of the shipments and can only be altered by written agreement signed by BTI prior to shipment.

**4. CUSTOMER AUTHORIZATION.** Customer authorizes BTI to arrange for motor carriers, forwarders, customs brokers, shipping agents, warehousemen and others (“service providers”), as

required, to receive, transport, store, assemble, consolidate, break-bulk and deliver the goods. Unless Customer instructs BTI, in writing, prior to shipment to use a specific service provider, BTI may utilize any available service provider. Customer is defined as any person or entity that requests services from BTI whether for its own account or on behalf of others, or any person or entity to whom BTI has extended credit.

5. **INDEPENDENT CONTRACTORS.** All service providers are independent contractors, unless required to act as the agent of Customer for U.S. Customs purposes. Customer's goods shall be tendered to such service providers subject to their rules, tariffs and terms and conditions BTI will supply or direct Customer to Service Providers' specific rules, tariffs, and terms and conditions upon Customer's written request.
6. **QUOTATIONS.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by BTI to the Customer are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon BTI unless BTI in writing specifically undertakes the handling or transportation of the shipment at a specific rate.
7. **CUSTOMER'S DUTY.** Customer warrants the accuracy of shipment descriptions, weights, dimensions, written vehicle sanitary or temperature requirements (subject to ¶12 below), invoices, documents and other information furnished to BTI by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless BTI against any increased rates, charges, duty, penalty, fine or expense including attorneys' fees, resulting from inaccurate, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer.

It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs Service, the regulations of the U.S. Food and Drug Administration and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. It is understood and agreed that Customer bears all responsibilities of the "Shipper" and/or "Loader" under the FDA Sanitary Food Transportation regulations, and must provide specific written requirements as to vehicle sanitary requirements and/or temperature requirements to BTI prior to shipment and to the motor carrier at the time of physical tender. Customer shall be responsible for assessing vehicle cleanliness and/or trailer temperature at pick-up. BTI shall not be responsible for action taken or fines or penalties assessed by any governmental agency because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with a notification issued to the Customer by any such agency.

Shipper provided and applied Cargo Security Seals may be used at time of loading of Full Truck Load shipments only. When Cargo Security Seals are applied by Shipper, "Shipper Load and Count" will prevail. LTL shipments are not required to have a Security Seal or Continuous Security Seal Record due to the inherent nature of LTL shipments. (See Claims)

8. **INDEMNIFICATION.** In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against BTI for ocean or other freight, duties, fines, penalties, liquidated damages or other money due rising from a shipment of goods of the Customer, the Customer agrees to defend, indemnify and hold harmless BTI for any amount BTI may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorneys' fees, incurred by BTI in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to BTI to pay all charges or other money due promptly on demand.

- 9. ADVANCING PAYMENT.** BTI shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing or cooperating of the goods, unless the same is previously provided to BTI by the Customer on demand. BTI shall be under no obligation to advance freight charges, customs duties or taxes on any shipment, nor shall any advance by BTI be construed as a waiver of the provisions hereof.
- 10. REASONABLE DISPATCH.** Motor carriers are required to pick-up and deliver with “reasonable dispatch”. BTI does not guarantee nor warrant exact delivery times or days. The acceptance of freight for delivery does not grant Customer a warranty (actual or implied) to delivery times. While every effort is made to meet customer and shipper needs and expectations, no delivery guarantee is given nor will BTI or any service provider accept liability or penalty including but not limited to financial claims or restitution for late deliveries.
- 11. C.O.D. SHIPMENTS.** BTI does not accept C.O.D. (“Cash On Delivery”) shipments, nor will BTI or its Carriers perform services related to C.O.D. shipments, and BTI shall not be liable for damages related or arising from C.O.D. shipments regardless of notations on a bill of lading or other shipping document placed thereon without BTI’s knowledge and consent.
- 12. TEMPERATURE CONTROL.** Temperature Controlled Frozen Products shall be transported in a non-specific range of 0°F to +10°F; For Chilled Products the range is +28°F to +38°F. BTI and its Carriers will not be responsible for Temperature Variance on LTL (Less Than Truckload) shipments packaged in glass, plastic, aluminum or any other metal container, nor can the temperature range be expanded or narrowed by notation on the bill of lading. Shipments requiring specific temperatures must be presented to BTI at least 48 hours prior to pick-up and subject to written acceptance by BTI. Customer shall include temperature recorders in all such shipments and shall have the burden of showing temperature abuse.
- 13. DECLARATION OF VALUE.** Customer may request, in writing at least 24 hours prior to shipment, additional insurance or coverage from the service provider, however such higher declared value is subject to additional charges and shall not apply unless and until agreed to in writing by BTI or the service provider otherwise the maximum value is \$2.50 per pound for all LTL shipments and \$100,000 for truckload shipment. Values stated on the bill of lading, invoice or other shipping documents shall be used solely for export or customs purposes, and shall not constitute the specific written agreement required above, and shipment shall be subject to the service providers’ ordinary limitations of liability.
- 14. BTI’s LIABILITY.** As a broker, BTI is not liable for cargo loss, damage or delay. BTI is not liable for any loss, damage, expense or delay to the goods tendered to, or in the care, custody, possession or control of service providers. It is specifically agreed that BTI shall only be liable for loss, damage or delay directly attributable to or resulting solely from BTI’s gross negligence, and the applicable service provider’s ordinary limitations of liability for the commodity shall apply. BTI’s maximum liability shall be limited to \$2.50 per pound on LTL shipments or \$100,000 on truckload shipments therein unless a Higher Value is declared, accepted in writing and charged and paid for subject to the conditions in paragraph 13 above. Regardless of BTI’s actual or presumed knowledge, in no circumstance shall BTI be liable for special, consequential, indirect damages, nor penalty fees or non-compliance chargebacks, however named. BTI shall only be liable for liquidated damages or chargebacks of any kind, if BTI specifically agrees in writing to the type and amount of such damages prior to shipment.



**15. REDELIVERY LIABILITY.** BTI when acting as a broker that is arranging either redelivery services or return services, for another Carrier, Shipper, Agent, Broker or Customer, where the cargo or delivery was previously rejected or may/does have a Cargo Claim on it, will not be responsible for the Cargo Claim or any subsequent damages or claims regarding the respective cargo. BTI will only act as a go between (Broker) and does not accept any responsibility for damages, claims or financial loss.

**16. CLAIMS.** Notice of loss or damage should be brought to BTI's attention immediately, but no later than 48 hours after occurrence. All claims must be filed in writing with the actual carrier within 180 days of either the date of loss or incident giving rise to the claim with documentation as required under 49 C.F.R. §370, with a copy to BTI. In regard to truckload or container shipments only, the receiver must immediately notify either the origin or destination carrier when damage or shortage is noted. The carrier must be given a reasonable time to inspect the container, trailer or shipment while still loaded. In certain limited circumstances, BTI may accept notification and arrange for inspection on behalf of the carrier.

BTI will reasonably assist and cooperate with Customer, or other party entitled to recover under the bill of lading/shipping order, to investigate and help process freight loss or damage claims against the Carriers. Freight and other charges must be paid in 10 days from receipt of invoice, and no offsetting is permitted for any claim or allegation, however, BTI shall supervise the processing and administration of claims with the underlying carriers. However, in no circumstance will such assistance imply or create a duty from or for BTI in regard to claims. If claims are not reported to BTI in accordance with the foregoing provisions, BTI will not be liable, regardless of BTI's actual negligence. To the extent inconsistent with the foregoing terms, the provisions of the Interstate Commerce Act (49 U.S.C. 13101 et seq.) specifically the Carmack Amendment (49 U.S.C. §14706) the regulations promulgated there under (49 C.F.R. §300 et seq.) are hereby waived under 49 U.S.C. §14101(b).

Neither BTI nor any service provider shall be liable for alleged loss or damage unless BTI or carrier is given an opportunity to actually count package units at origin or expressly waives such right (and such waiver is noted on the bill of lading and signed by carrier) and any loss or discrepancy is noted on the bill of lading at destination. Claims for concealed loss, damage or "subject to count" not made within 5 days of delivery are invalid and denied. Claims made within the 5 day period are subject to customer's burden of proof to demonstrate that such loss or damage occurred while shipment was in BTI's carrier's possession.

Carrier will take all reasonable measures, as may be required, to ensure the physical integrity and security of all shipments; trailers will be secured with a Pad-Lock to prevent tampering or unauthorized entry during transit and/or under the Carrier's Drivers control. However, as LTL shipments involve multiple pick-ups and stops neither Blakeman nor carriers shall be responsible for claims based only on a "broken seal", actual loss, damage or tampering with the shipment must be shown.

***Blakeman Transportation, Inc. will not be responsible for return, rework, or product costs /cargo claims when only the Ambient Air Temperature recorded history is used to accept or reject a "TCS" (Temperature Control Safety) classified shipment. A full investigation, using objective measures, of Air & Product Temperature must be fully reviewed and documented to determine that a Food Safety issue possibly exists and refusal of the shipment is necessary.***

**17. CREDIT and PAYMENT.** At its discretion BTI may extend credit to Customer. All invoices are due and payable in full in ten (10) days from invoice date at BTI's office, 2350 Cold Springs Rd., Fort Worth, TX 76106 or at its postal mail box, PO Box 4340, Fort Worth, TX 76164. Bills unpaid after 30 days from due date, including dishonored drafts, will be subject to a service charge of one and one half percent per month (18% per annum) or fraction thereof. Such service charge shall begin to accrue on the 31st day after the date of invoice. Furthermore, BTI reserves the right to withhold delivery, or deliveries, at the customer's expense, for payment of all unpaid or past due charges. In such event, BTI shall have a possessory lien on all inventory, cargo, freight, shipments and/or tangible commodities tendered to BTI, or any of BTI's contracted carriers or other service providers, for all unpaid, past due and other charges for transportation, distribution or storage. BTI may also add its reasonable attorney fees, collection costs or service charges incurred in attempting to collect transportation, handling or storage charges. The compensation of BTI for its services shall be included with and is in addition to the rates and charges of all service providers arranged for by BTI to transport and handle the goods and such compensation shall be exclusive of any brokerage, commissions, dividends or other revenue received by BTI from carriers, insurers and others in connection with the shipment. No offsetting is permitted for any claim or allegation, however, BTI shall supervise the processing and administration of claims with the underlying carriers.

**18. COLLECTIONS.** Customer is primarily responsible for all charges and fees relating to a shipment, including but not limited to transportation charges, handling, storage, detention, and service charges, regardless of any payment instructions to the contrary. In the event of default by Customer, and in addition to the lien rights set forth above, (See Credit and Payment Section above) BTI reserves the right to collect all such charges from the Shipper, Consignor, Consignee, Beneficial Owner or other party to the transaction, and such parties' liability for freight and other charges shall be joint and several, regardless of the payee designated on the bill of lading or other documents. The provisions of "Section 7" of the National Motor Freight Classification's ("NMFC") Uniform Straight Bill of Lading shall not apply. BTI may, at its sole discretion, initiate collections (with or without discount application) as provided above.

By special arrangement, as a courtesy to the Customer, BTI may undertake "Collect" or third party payable shipments, though such shipments may be subject to additional charges or a different scale of rates. Collect or third party freight charges shall be issued to the party specified on the shipping documents, including, but not limited to, bills of lading. Any unpaid collect or third party freight charges remain the responsibility of the Customer regardless of any notations to the contrary on the bill of lading. The Customer warrants payment shall be made to BTI within 10 days of presentation of its freight charges.

Payment of freight or other charges is not subject to deductions, offset or withholding for any reason whatsoever.

**19. INJURY TO PERSONS OR PROPERTY.** BTI shall not be liable to Customer or any other entity for injury to persons or property unless such injury is the direct result and solely attributable to BTI's acts or omissions. To the extent that Customer causes or contributes to such injury it shall defend, indemnify and hold BTI harmless from any claims, suits, causes of action, including reasonable attorney fees and costs. Additionally, BTI shall be entitled to reasonable attorney fees and costs for enforcement of these terms.

**20. FEES AND COSTS.** The Customer shall be liable for all attorneys' fees and expenses incurred by BTI to collect payment from the Customer for services provided or to otherwise enforce BTI's rights pursuant to these terms and conditions.

**21. GOVERNING LAW AND JURISDICTION.** The validity, construction, enforcement and interpretation of the foregoing terms and conditions shall be governed by the substantive laws of the State of Texas, unless the application of federal law is required. The services provided by BTI pursuant to these terms and conditions are to be provided, in whole or in part, in Tarrant County, Texas. Any legal proceeding instituted against BTI relating to the services provided by BTI to the Customer must be instituted in Tarrant County, Texas.



## *Blakeman Transportation, Inc.*

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To whom it may concern:

With the recent implementation of the FSMA and Sanitary Transportation of Food rule; the FDA defined regulatory roles for the Shipper, Loader, Carrier, and Receiver. The FDA identified the "Shipper" as the key stakeholder charged with the responsibility of keeping food safe during transport. To comply with the Food Safety Modernization Act (FSMA) and the Sanitary Transportation of Food rules, the Shipper must develop and communicate a written internal standard operation procedure (SOP) to all parties involved with the handling and transportation of their Food Products.

The SOP should include written requirements for Trailer Specification and Design Compliance, Sanitization Compliance, Temperature Compliance, and Carrier Training Compliance; all of which is directed to the safe handling and transport of food. Note: all the above must include documented record keeping for a period of one year beyond their use. (12 months)

Requirements of Trailer design and specifications, Sanitization, and Carrier Training are such where the shipper can list the requirements, in an objective manner, and hold documents of for the stated required time frame.

Temperature Compliance, as outlined within the FSMA & STF rules requires discussion between all parties within the Supply Chain. An understanding of best practices, interpretation of the FSMA & STF guidelines, and realistic temperature controlled capabilities of the Supply Chain must be discussed.

FSMA & STF Guidelines concerning Temperature Compliance:

When the profile of the Food Products meet the "TCS" classification, (**Temperature Control Safety**), the shipper is to define and communicate the requirements to insure that the Food Safety of each shipment is maintained.

1. Develop necessary trailer pre-cooling requirements specific to commodity transported before any loading takes place.
2. Define & Communicate shipment reefer set point and method to record temperature control history during transport of "TCS" (**Temperature Control Safety**) classified products.
3. Maintain Temperature Controlled documents for a period of one year beyond the specific delivery.

Temperature Controlled Frozen Products shall be transported in a non-specific range of 0°F to +10°F; For Chilled Products the range is +28°F to +38°F. BTI and its Carriers will not be responsible for Temperature Variance on LTL (Less Than Truckload) shipments packaged in glass, plastic, aluminum or any other metal container, nor can the temperature range be expanded or narrowed by notation on the bill of lading. Shipments requiring specific temperatures must be presented to BTI at least 48 hours prior to pick-up and subject to written acceptance by BTI. Customer shall include temperature recorders in all such shipments and shall have the burden of showing temperature abuse.

---

P.O. Box 4340 • Fort Worth, Texas 76164-0340 • 2350 Cold Springs Rd. 76106 • 817/626-3400 • 800-375-9995 • Fax 817/626-7333

MC 214825

**"TRANSPORTATION BROKER"**



**Blakeman Transportation, Inc. will not be responsible for return, rework, or product costs /cargo claims when only the Ambient Air Temperature recorded history is used to accept or reject a “TCS” shipment. A full investigation, using objective measures, of Air & Product Temperature must be fully reviewed and documented to determine that a Food Safety issue possibly exists and refusal of the shipment is necessary.**

Blakeman Transportation, Inc. (“BTI”) is not a motor carrier, but acts exclusively as a property broker licensed by the FMCSA and defined at 49 USC 13102. Reference to BTI as “carrier” is strictly for the convenience of the parties and does not create or imply a holding out or assumption by BTI of motor carrier authority, equipment, personnel, capabilities, insurance, or liabilities, nor do such provisions apply to BTI. As a federally licensed broker, BTI shall arrange for transportation with motor carriers and BTI shall contractually require such carriers to have proper equipment and personnel in compliance with the Sanitary Transportation Food Act, and all other Federal and State laws.

See Addendum “A” (Food Safety Modernization Act – FSMA - Carriers) for what Blakeman Transportation, Inc. has communicated to Carriers in order to comply with the FSMA/STF guidelines.

## **ADDENDUM A**

### **Food Safety Modernization Act (FSMA) Carriers**

Blakeman Transportation, Inc. ("BTI") requires all Carriers ("Carrier") to adhere to all provisions of the FDA's Food Safety Modernization Act (FSMA) and the Sanitary Food Transportation Act effective April 6, 2017. BTI requires the undersigned Carrier to complete and submit to BTI a signed copy of this form. Carrier is required to: Monitor conditions during transport that are consistent with the requirements specified, Capable of maintaining temperatures necessary for the safe transport of food, Training of carrier personnel in sanitary practices and retain records for up to 12 months as well as records of written procedures, agreements and training.

To ensure proper temperature control and cleanliness in its freight transit practices, BTI requires its selected Carriers to have in place protective procedures and protocols for all loads subject to temperature control. Before undertaking each load transit, Carrier should confirm with its drivers that the temperature and other critical bill of lading particulars are correctly inputted into the reefer settings. For those temperature sensitive meat, produce, or related cargo, BTI requires Carrier to have in place procedures to address issues respecting continuous temperature control and cleanliness best practices. Before Carrier's equipment is taken to the shipping dock for loading, Carrier must communicate to its driver the core freight transit requirements involving temperature control and cleanliness procedure.

Carrier must also instruct its drivers to undertake a trailer washout prior to arriving at the shipping site in the event that they visually, or by the detection of odor, are made aware that the trailer is not sanitarily fit for the safe transit of food cargo. Carrier must commit to those procedures that govern the safe, effective transport of such cargo.

Carrier must at all times employ commercially customary and reasonable practices to ensure that temperature controlled food loads are shipped according to best practice protocol without preventable incident. Carrier agrees to provide to BTI and/or the shipping customer evidence of its (1) temperature-controlled, (2) trailer cleanliness and (3) related FSMA compliance procedures. Carrier acknowledges that it is in compliance with 21 C.P.R. pt. 1.908, 1.910, and 1.912, and with all applicable FSMA regulations. Carrier agrees to secure confirmation from Shipper that the trailer, and any loaded cargo contents, were loaded in a fully sanitary manner that entirely comports with FSMA law and all related regulations.

A quick summary of requirements:

- Provide clean equipment in good operating condition
- Pre-cool trailers assigned to the dispatched load
- Maintain the temperature of the load designated by Shipper and/or BTI Personnel
- Provide training for drivers and staff personnel to include potential food safety issues, basic sanitation practices and instruction on setting/monitoring temperatures during transit.
- Retain records, addendum agreement, temperature records and written procedures for up to 12 months.

Carrier: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# *Blakeman Transportation, Inc.*

2350 Cold Springs Rd. • PO Box 4340 • Fort Worth, TX 76164-0340 • 817/626-3400 • Fax 817/626-0600

February 12, 2007

To Our Valued Customers:

A number of you have asked if Blakeman Transportation is capable of exchanging information through the Electronic Data Interchange (“EDI”). Blakeman Transportation is “EDI” capable. Currently, we are establishing a common “EDI” platform for all our customers who wish to use this type of interchange. However, each “EDI” installation has custom elements that can become quite expensive.

We will offer the standard “EDI” method with a slight amount of customization per customer to all who request it. There will be a Lineitem charge of \$2.00 on each invoice for administrative/programming costs and system transaction fees charged by the Third Party Van (EDI transmitter – similar to what a bank charges for credit card transactions). Extensive customization of the “EDI” format and/or translation maps will be charged for separately. We do not anticipate this situation happening very often. When it does occur we will inform you, in advance, of what these charges will be.

We also offer, non-fee based information exchange, using a flat file e-mail import into our system and a web based tracking site that is security protected by your own custom ID and password. In addition, all BTI customers can receive current tracking information thru email on all their loads on a daily basis. Emails are triggered by any change of status on your loads.

Steve Gold is our Information Services Director and he would be glad to discuss with you your needs and capabilities. He is also the person that will be your contact to set up specific information transfer methods, especially those discussed above.

If there are any questions or comments, please feel free to contact myself or Steve Gold. My email address is [nschaefer@blakemantrans.com](mailto:nschaefer@blakemantrans.com) and Steve’s is [sgold@blakemantrans.com](mailto:sgold@blakemantrans.com).

Sincerely yours,

Neil Schaefer  
Marketing Director  
800/375-9995

| SERVICE DATE |

MAR 24 1989

PM-25  
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

LICENSE

No. MC 214825

BLAKEMAN TRANSPORTATION, INC.  
FORT WORTH, TX

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

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

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

The service to be performed is described on the reverse side of this document.

By the Commission.

NORETA R. MCGEE,  
Secretary.

(SEAL)

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



No. MC 214825

Page 2

To engage in operations, in interstate or foreign commerce, as a broker of general commodities (except household goods), between points in the U.S.

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 No. 13385

Filer FMCSA Account Number: 28318

License No. MC- 214825

KNOW ALL MEN BY THESE PRESENTS, that we, BLAKEMAN TRANSPORTATION, INC.  
*(Name of Broker or Freight Forwarder)*

of 2350 COLD SPRINGS ROAD FORT WORTH TX 76106  
*(Street) (City) (State) (Zip)*

as PRINCIPAL (hereinafter called Principal), and Southwest Marine and General 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 Arizona (hereinafter called Surety), are held and firmly bound unto the United States of  
*(State)*

America in the sum of \$100000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind 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 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 14th day of December, 2012, 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.

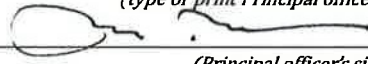
The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

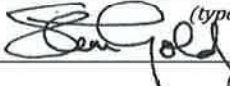
Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 2nd day of October, 2013.

**PRINCIPAL**

BLAKEMAN TRANSPORTATION, INC.  
 COMPANY NAME  
2350 COLD SPRINGS ROAD FORT WORTH  
 STREET ADDRESS CITY  
TX 76106 817-626-3400  
 STATE ZIP CODE TELEPHONE NUMBER  
JEFFREY BLAKEMAN, PRESIDENT


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

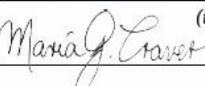
STEVE GOLD  
*(type or print witness's name)*  
  
*(witness's signature)*

**SURETY**

**Bond No.- 13385**

Southwest Marine and General Insurance Company  
 COMPANY NAME  
150 Northwest Point Blvd, 2<sup>nd</sup> FLR Elk Grove Village  
 STREET ADDRESS CITY  
Illinois 60007 847-700-8100  
 STATE ZIP CODE TELEPHONE NUMBER  
Lisa Gelsomino, President/CEO

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

Gabriela Craver, Underwriting Manager, Surety  
*(type or print witness's name)*  
  
*(witness's signature)*



This BMC-84 bond form (revision date 9/26/2013) is provided pursuant to the requirements of MAP-21 and regulations promulgated by the FMCSA. It supersedes and replaces the previous BMC-84 form with the same serial number 13385, previously issued on the BMC-84 form that was approved for use at the time. The electronic filing of the BMC-84 will reflect the new required minimum of \$75,000 beginning 10/1/2013, which is the date on which the MAP-21 legislation takes effect. The FMCSA system requires the entry of an effective date of 10/1/2013 or later in order to reflect a financial responsibility amount of \$75,000. This replacement form is a technical correction issued to conform with the regulations. It does not increase the obligations of the surety beyond the amount reflected in this instrument.



# Blakeman Transportation, Inc.



*is a duly licensed property broker  
pursuant to the authority of the  
Federal Motor Carrier Safety Administration,  
having demonstrated to TIA its integrity  
and having successfully met the criterion of financial responsibility  
to the amount of \$100,000 through the TIABOND program.*



**Valid through December 2017 – Bond 13385 with a limit of \$100,000**

A handwritten signature in black ink that reads "Doug Clark".

Doug Clark  
Chairman  
TIA Services

A handwritten signature in black ink that reads "Robert A. Voltmann".

Robert A. Voltmann  
President & CEO  
Transportation Intermediaries Association



The U.S. Environmental Protection Agency recognizes

**Blakeman Transportation Inc**

*As a Registered*

**SmartWay® Transport Partner**

**Partnership Date: 01/02/2009**

**SmartWay ID: 30675242**

**Expires: 09/16/2017**

A handwritten signature in blue ink, appearing to read "Cheryl Bynum".

Cheryl Bynum  
Center Director, SmartWay Transport Partnership

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BLAKEMAN TRANSPORTATION INC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<b>5</b> Address (number, street, and apt. or suite no.) <b>PO BOX 4340</b>	<b>Requester's name and address (optional)</b>
	<b>6</b> City, state, and ZIP code <b>FORT WORTH, TX 76164-0340</b>	
	<b>7</b> 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


<b>Social security number</b>											
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<b>or</b>											
<b>Employer identification number</b>											
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7	5	-	1	8	7	6	6	5	0		

### 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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	<b>Signature of U.S. person ▶</b>		<b>Date ▶</b> 11/01/2015
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

PRODUCER <b>Wortham Insurance &amp; Risk Mgmt.</b> 1600 West Seventh Street Fort Worth, TX 76102-2505 817 336-3030	CONTACT NAME:	
	PHONE (A/C, No, Ext): <b>817 336-3030</b>	FAX (A/C, No): <b>817-336-8257</b>
INSURED <b>Blakeman Transportation Inc.</b> P.O. Box 4340 Fort Worth, TX 76164	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Central Mutual Insurance Compan</b>	NAIC # <b>20230</b>
	INSURER B : <b>Texas Mutual Insurance Company</b>	<b>22945</b>
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP889288916	03/01/2017	03/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP889289016	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CXS889289116	03/01/2017	03/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001221269	01/01/2017	01/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

## CERTIFICATE HOLDER

## CANCELLATION

For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John L. Wortham + Son L.P.*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2017

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

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

<b>PRODUCER</b> <b>Avalon Risk Management Insurance Agency LLC</b> 302 N. Houston Avenue Suite 202 Humble TX 77338	<b>CONTACT NAME:</b> Benita McCauley <b>PHONE (A/C, No, Ext):</b> (713) 343-0889 <b>FAX (A/C, No):</b> (713) 343-0890 <b>E-MAIL ADDRESS:</b> bmccauley@avalonrisk.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Blakeman Transportation, Inc.</b> 2350 Cold Springs Rd. Fort Worth TX 76106	<b>INSURER A:</b> New York Marine & General Insurance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2017-2018 Master Cert

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Contingent Auto <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AR2017FFP01048	2/1/2017	2/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Per occurrence/aggregate \$ <b>1,000,000</b>
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contingent Cargo			AR2017FFP01048	2/1/2017	2/1/2018	Per occurrence/aggregate \$250,000
A	Errors & Omissions			AR2017FFP01048	2/1/2017	2/1/2018	Per occurrence/aggregate \$1,000,000

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

Additional coverage provided under policy #AR2017FFP01048 effective 02/01/2017 to 02/01/2018:

Refrigerated Contingent Motor Truck Cargo - \$150,000 limit of liability per occurrence/aggregate.

**CERTIFICATE HOLDER****CANCELLATION**

For Proof Of Insurance Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Benita McCauley/BMC

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June 02, 2017

STEVEN A GOLD  
BLAKEMAN TRANSPORTATION INC  
PO BOX 4340  
FORT WORTH, TX 76164-0340

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **BKMP** has been renewed for:

BLAKEMAN TRANSPORTATION INC  
PO BOX 4340  
FORT WORTH, TX 76164-0340  
MC-0214825  
US DOT-768160

This Alpha Code will apply only to the company name shown above through June 30, 2018. **Approximately two months prior to expiration of this SCAC, NMFTA will provide a renewal notice which must be promptly returned together with payment to ensure its continued validity.** Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address below.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, etc.

*If you participate in the Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:*

Customs and Border Protection  
Attention: SCAC Beauregard, Cube C-231-1  
1801 N. Beauregard Street  
Alexandria, VA 20598-1350  
**AMS.SCAC@DHS.GOV**

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC inconNECTION with freight rates. For participation and membership information, please call (703) 838-1810



# *Certificate of Membership*

This certificate of membership recognizes  
*Blakeman Transportation, Inc.*

~ AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 1995

Issued for the 2017 membership year for

**LEADERSHIP** in third party logistics industry,

**COMMITMENT** to customer service, and

**DEDICATION** to ethics and excellence through  
adherence to the TIA Code of Ethics



  
ROBERT VOLTMANN  
PRESIDENT & CEO

  
JEFFREY TUCKER  
CHAIRMAN, TIA BOARD OF DIRECTORS