



Blakeman Transportation, Inc.

Dear Carrier:

We are happy that you are interested in carrying freight for Blakeman Transportation, a licensed and bonded transportation broker. In order for us to add your company to our list of approved carriers we need you to fill out and sign the following:

1. Basic Carrier Information Sheet
2. The BTI-Carrier Master Agreement
3. Addendum to BTI-Carrier Master Agreement
4. W-9
5. California Air Resources Board Agreement
6. Direct Deposit Authorization

In addition to the above forms, we must also have:

1. A copy of your ICC or DOT Authority
2. A certificate of insurance naming Blakeman Transportation as a certificate holder. Your certificate must indicate that you have "Reefer Breakdown" coverage if you carry temperature-controlled loads. If carrier does not have reefer breakdown coverage, refrigerated shipments will not be loaded.
 - a. Blakeman Transportation as the certificate holder
Blakeman Transportation, Inc
PO Box 4340
Ft Worth, TX 76106
 - b. Liability Insurance of a least \$1,000,000
 - c. Cargo Insurance of at least \$100,00

For your information, we are enclosing:

1. A list of trucking references
2. A copy of our Surety Bond

Thank you very much for your cooperation and interest in Blakeman. Please send all correspondences to cc@blakemantrans.com

We look forward to doing business with you.

Sincerely,

Nadia Martin, CCP
Claims and Carrier Compliance Manager

P.O. Box 4340 • Fort Worth, Texas 76164-0340 • 2350 Cold Springs Rd. 76106 • 817/626-3400 • 800-375-9995 • Fax 855/210-3499

MC 214825

"TRANSPORTATION BROKER"



Blakeman Transportation, Inc.
PO Box 4340
Fort Worth, TX 76164

Phone 817/509-9796
Fax 855/210-3499

Blakeman Transportation, Inc

Memo

To: ALL CARRIER DRIVERS/MANAGERS
From: Nadia Martin
Date: September 21, 2020
Re: O/S/D REPORTING-CHECK IN CALLS

As per our Rate Confirmations, Contract Addendums and Carrier Agreement, all Carriers must call in immediately and report any overage, shortage or damaged (O/S/D) product at time of pickup or delivery.

Therefore, effective immediately, any Carrier that does not notify Blakeman Transportation's claim department within 8 hours of any OS&D occurrence, will be charged a \$100.00 administrative fee deduct from any settlement due them for hauling a BTI load. This fee is not negotiable.

During delivery, if the receiving warehouse keeps damaged cases, the Carrier must call in and report the cases to the claim department. Just because a damaged case was kept, does not mean there will not be a claim. If the product is damaged to the point that it cannot be reworked or repackaged, the receiver/customer can file a claim.

If you pickup at a **shipper load/count/seal facility** and you deliver with OS&Ds, you must still call and report the occurrence. If your paperwork is signed "**seal intact**" then you will not be claimed. If you pickup at a **shipper load/seal facility**, this means that you, the carrier, must count and inspect the product. If there are any OS&Ds at the time of delivery, you still may be claimed because it was up to you, the carrier, to make sure that your trailer was loaded with the correct amount of product in good condition. If you pickup at a **carrier count/load/seal facility**, you are open to any possible claims that may occur EVEN if the paperwork is signed "**seal intact**". BTI will always try to mitigate any claim from our customer to the best of our ability. However, we cannot guarantee that any particular OS&D issue will result in "NO CLAIM".

IT IS VERY IMPORTANT THAT ALL CARRIERS COUNT AND INSPECT THE LOAD BEFORE IT IS PUT ON THE TRUCK. If during loading there is a problem (i.e. you notice damage and the loader will not remove) call BTI's claim department immediately. If you do not count and/or inspect your load and an OS&D occurs, you will be responsible for the entire claim amount.

Customer service is key to our success and to yours. In order for us to be responsive and proactive with our customers, all of us must work together. Good communication is critical in this regard. If you have any questions, please feel free to contact Nadia Martin (Claims Report Line - 817/509-9796).

Thank you,
Nadia Martin
Claims Manager
Blakeman Transportation

****FAX TO 855/210-3499** or Email – cc@blakemantrans.com**

**BLAKEMAN TRANSPORTATION, INC
BASIC CARRIER INFORMATION SHEET**

SO THAT WE CAN BE SURE TO FIND YOU IN OUR COMPUTER, WE WOULD LIKE FOR YOU TO ANSWER THE FOLLOWING QUESTIONS:

1. What is the full name of your company? _____
2. What is your address? _____

3. Is your company a corporation partnership sole proprietor LLC (C) or (P)
4. Are you “**SMARTWAY**” Certified? _____ Yes _____ No
5. What is your **SCAC** Code? _____
6. What are your phone numbers? (____) _____ - _____ main number
(____) _____ - _____ cell number
(____) _____ - _____ fax number
7. Who handles dispatch? _____
8. What type of equipment do you have and how many of each?
Reefers _____ Dry Vans _____ Flat Beds _____ Step Deck _____ RGN’S _____ Team _____
What size Trailers? 48’ _____ 53’ _____ Other _____
9. Do you have an email address? _____ If so, what is it? _____
10. What areas do(es) your truck(s) deliver? _____ Texas Only _____ All 48 states
_____ Truck(s) only delivers to these areas (please list) _____

11. Please list three (3) Business references with phone numbers: _____

12. Any other information that you think would be helpful: _____

13. Insurance agency and phone number: _____

BTI-CARRIER MASTER AGREEMENT

This Agreement (the "Agreement") is between, **BLAKEMAN TRANSPORTATION, INC., PO Box 4340, Fort Worth, TX 76164**, hereinafter referred to as "**BTI**", and _____ hereinafter referred to as "**CARRIER**", whose address is _____

WHEREAS, BTI is a federally licensed transportation broker, authorized to arrange for the transportation of property by motor carrier under License No. MC 214825 (a copy of which license is attached hereto and made a part hereof);

WHEREAS, CARRIER is a motor carrier of property authorized by Permit No. ICC MC/DOT _____ (a copy of which is attached hereto and made a part hereof) to provide transportation of property for BTI;

WHEREAS, BTI may from time to time engage the services of CARRIER to transport property and such engagement shall be pursuant to, and in accordance with, the terms and conditions of this Agreement; and

1. GOVERNING LAW. This Agreement shall generally be governed by Title 49 of the U.S. Code, CFR and federal common law applicable to interstate transportation of goods except that the parties specifically waive any provisions inconsistent with the terms of this Agreement as per 49 USC 14101(b). CARRIER's tariffs, circulars or service guides shall not apply unless specifically agreed to and incorporated by reference herein. This Agreement is deemed executed in Ft. Worth, Texas and as applicable subject to the laws of Texas.

2. TERM. The term of this agreement shall be one year from date of signing and shall continue from year to year thereafter until written thirty (30) days notice of termination is received. The provisions of this contract may be periodically updated and posted at www.blakemantrans.com and shall become effective upon Carrier's acceptance of any shipment via load/rate confirmation noticing and incorporating the updated Agreement terms.

3. CARRIER WARRANTIES. CARRIER warrants that it is an independent contractor and exercises exclusive control over its equipment, personnel and the means and methods of carrying out its contractual obligations. CARRIER further warrants that it operates in compliance with all Federal and State laws, including but not limited to FSMA (see Appendix A), ELD Mandate, and C-TPAT and California Air Resources Board (CARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations and TRU ACTM in-use regulations where applicable, and shall defend, indemnify and hold BTI and/or its customers from any violation thereof by CARRIER. CARRIER agrees that the equipment shall be clean, in good working order, properly licensed, identified and insured and suitable for the transportation requested. CARRIER warrants that such has not been used at any time, to transport compressed household, municipal or commercial waste, or any other waste material. CARRIER's personnel (drivers, helpers, etc.) shall be well trained, properly licensed and insured, tested, and directed to use the utmost care and due diligence for safety to the public and in the protection of shipper's commodities. CARRIER's personnel must have a government issued picture ID with them at all times. Carrier's personnel's name will be given to pick-up facility (Shipper's, cold storage, warehouse, etc.) for each shipment. Carrier's personnel's ID must be presented and will be verified by facility personnel. CARRIER shall maintain a U.S. DOT safety rating of "Satisfactory" or "Continue to Operate" unless CARRIER is

unrated. CARRIER agrees to notify BTI within 24 hours of any change in CARRIER's safety rating. The CARRIER is solely responsible for all expenses for operating as a CARRIER, including but not limited to all business, equipment and employee licenses, permits, inspection, maintenance, testing, insurance, compensation and taxes.

4. CARRIER INSURANCE. CARRIER agrees to maintain at a minimum:

Auto Insurance covering all owned, non-owned and hired vehicles	\$1,000,000
Public Liability (Bodily Injury Property Damage) MCS-90 endorsement	\$1,000,000
Employer's Liability	\$500,000
Cargo Insurance as applicable:	
Dry Van	\$100,000
Refrigerated (with "Mechanical/Reefer Breakdown" endorsement)	\$100,000
Worker's Compensation	As Required by Law

CARRIER represents and warrants that it maintains Worker's Compensation insurance as required by the applicable state(s). If CARRIER does not provide Worker's Compensation insurance, CARRIER hereby represents and warrants that it is exempt from providing coverage to drivers or other personnel working for CARRIER. CARRIER undertakes and agrees that on behalf of itself and its drivers or other personnel, it waives any and all claims against BTI and/or BTI's Customer and will assume full and complete responsibility for compensation of any and all work-related injury occurring to any of its personnel and that CARRIER shall fully indemnify, defend and hold BTI and/or BTI's Customer harmless for any claims, demands, lawsuits or administrative proceeding brought against BTI and/or BTI's Customer for any such work-related injury or employment obligations. CARRIER agrees to cause, authorize, instruct, and ensure their insurance company or agent provide certificate(s) of insurance to BTI which Certificate shall require the insurance carrier to give BTI written notice thirty (30) days prior to the cancellation of such cargo insurance. CARRIER shall be liable for all deductibles, limitations or exclusions in insurance coverage and CARRIER's liability shall not be limited by insurance amounts or coverage.

5. REFRIGERATED SHIPMENTS. CARRIER must meet defined set temperature instructions as provided in documentation and on shipping documents provided to CARRIER. Temperature settings for certain materials/products and mixes of these products on loads and time of year will determine the required set temperature for these loads. CARRIER'S TRUs must provide a fresh protect setting with a temperature delta of no more than 4 degrees from Set Point in the Continuous operating mode for SHIPPER's perishable loads.

6. SHIPMENT VERIFICATION AND SECURITY. CARRIER's personnel will examine the cargo, and witness and oversee all loading and unloading of cargo. If CARRIER'S personnel notice any discrepancies in cargo type, amount, temperature, packaging, or believes the cargo is not properly loaded or secured, CARRIER'S personnel must stop loading and call BTI immediately. BTI will provide instructions from the customer as to whether to allow continued loading. CARRIER will padlock shipment at origin and at all times while freight is in Carrier's possession or apply Shipper's/Customer's Seal as required. Carrier will park only in locked, well-lit and secure areas while on route.

7. TRANSIT TIMES. BTI and CARRIER may agree as to required transit time for each shipment. The parties acknowledge that time is of the essence in the transportation of cargo under this Agreement and that monetary damages may accrue if the goods are not delivered within the time frame(s) specified in the Rate Confirmation, bill of lading or other shipping directives.

Nothing in this Agreement shall be construed as requesting or requiring CARRIER to violate the federal safety regulations regarding hours of service set forth at 49 C.F.R. §395 and/or applicable State regulations. Where CARRIER makes pick-up and delivery commitments to BTI, BTI reasonably relies on CARRIER's knowledge and expertise that such transit time is consistent with the safety regulations and Carrier's assigned driver(s) available hours of service. Where necessary CARRIER shall employ team drivers and use all other reasonable means to meet its commitments without additional cost to BTI. Except under Force Majeure circumstances, if CARRIER is unable or unwilling to deliver a shipment at the agreed delivery time, BTI shall have the option of arranging for alternate transportation at CARRIER's expense.

8. DETENTION. Loading time at the shipper to be included in the entire transit time it takes to make safe and lawful delivery of any load; and ALL loading time, regardless as to the time it takes to load, is part of the rate agreement for each load tendered. Any detention to be considered on loading times will only be considered if the delivery date and time needs to be altered as a result of the time it takes to load - and only if that alteration exceeds 120 minutes from the originally scheduled delivery. Detention, if applicable, on delivery will only be considered after 120 minutes from the arrival. In order for BTI to evaluate detention, CARRIER must make it known to BTI 90 minutes prior to calculating potential time beyond the 120 minutes referenced above for a request for detention pay.

9. SHIPMENT TRACKING. BTI customers may, from time-to-time, ask BTI to track and trace the status of a load and then update the customer as needed. To perform this service BTI may use 3rd party tracking services. CARRIER agrees to help provide updates to load status but acknowledges that BTI is not tracking the driver or truck, but only the whereabouts of its customer's load. BTI does not and will not exercise any control over the driver or coerce the driver in any way.

10. PAYMENT. For prompt payment processing, carrier will submit scanned proof of delivery – "POD" to BTI within 24 hours of delivery and BTI agrees to pay CARRIER at the agreed rate within 30 days of receipt by BTI of CARRIER'S invoice, and transportation documents, including the signed bill of lading, proof of delivery or delivery receipt as set forth in the rate confirmation provided to CARRIER prior to shipment, regardless of payment from shipper. If CARRIER fails to promptly provide PODs, it shall pay an administrative fee of \$50.00 per PO to BTI for late processing. CARRIER authorizes BTI to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Upon payment by BTI to CARRIER, CARRIER assigns all statutory and contractual rights to pursue and collect freight charges from responsible parties. Payment of the freight charges to BTI shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges. Rates, additional terms and shipper specific requirements for transportation service may be established through the rate confirmation document and shall act as an appendix to this Agreement. The rates, terms and shipper requirements set forth in the rate confirmation shall be deemed to be the agreement of the parties for the referenced shipment, and the confirmation deemed part of this agreement unless CARRIER notifies BTI within 24 hours of any disagreement as to rates and shipment specifications.

11. CARGO CLAIMS. CARRIER will issue a Bill of Lading in its own name for property received hereunder and shall be liable to the person entitled to recover under the bill of lading for the actual loss or injury to the property as set forth in 49 U.S.C. §14706. Insertion of BTI's name on shipper prepared bills of lading shall be null and void and shall not affect the status of carrier as the carrier and BTI as the broker. Actual loss shall be shipper's invoice price. Failure to issue a bill of lading does not affect the liability of CARRIER. CARRIER must notify BTI of any shortages, overages, loss, damage or potential claims within eight (8) hours of delivery. Failure to so notify BTI will result in an administrative chargeback of \$100.00 to CARRIER. No shipment shall move

subject to released valuation unless such limitation is set forth in writing signed by the parties. A notation by the carrier or its agent on a bill of lading or other shipping document, or a limitation of liability contained in a tariff, service guide or on a website, shall not constitute the specific agreement required. CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment and continue until the cargo is delivered to the designated consignee or to any designated intermediate stop-off. CARRIER is responsible for the loading and securing of all shipments and has the duty to inspect each shipment in accord with 49 CFR §393. Cargo claims shall be investigated and settled in accordance with 49 C.F.R. §370. Claims must be filed in writing with CARRIER within nine months after delivery or scheduled delivery. Suit must be instituted against the carrier within two years from the day written notice is given by the CARRIER to the claimant that the CARRIER has disallowed the claim in whole or in part. If CARRIER fails to timely acknowledge, investigate or resolve claims as set forth in 49 C.F.R. §370, BTI shall be entitled to offset claims against any and all freight charges owed.

12. INDEMNIFICATION: CARRIER agrees to pay, indemnify, defend and hold BTI and BTI's Customer harmless against any and all loss, damage or delay claims which are in any way caused, contributed to, or exacerbated by the breach of contract, intentional or negligent acts or omissions or violations of law by CARRIER, its employees, drivers, helpers, contractors, subcontractors or agents, on each shipment tendered to CARRIER pursuant to this Agreement. Carrier further agrees to indemnify, defend and hold BTI and BTI's Customer harmless from all and any allegations, claims, liability or costs for injury to persons and/or damage to property which are in any way caused, contributed to or exacerbated by the breach of contract, negligent or intentional acts or omissions, or violations of law by CARRIER, its employees, drivers, helpers, subcontractors, independent contractors or agents, or arising out of CARRIER'S operations hereunder, including but not limited to claims for respondeat superior, negligent selection, hiring or supervision of carrier its employees, agents or subcontractors. CARRIER acknowledges that where the loss, injury or damage arises from the underlying breach, acts or omissions of carrier, as opposed to any active or direct breach, act or omission of BTI or its customers, CARRIER'S defense, indemnification and hold harmless obligations are triggered regardless of the form, cause of actions or allegations against BTI or its customer. Indemnification shall include attorneys' fees and cost, including fees and costs for enforcement of this agreement. Termination of this contract shall not affect the enforceability of the foregoing provisions.

13. DOUBLE-BROKERING. As per 49 USC 13901(c), Carrier hereby warrants that it is and shall perform the transportation service as a motor carrier under the MC#/DOT# stated above, and that if it violates this warranty, including but not limited to "double brokering" it, and its principals are liable to BTI for liquidated damages of \$10,000 for each violation plus all valid freight charges, cargo or other claims incurred without regard to amount. BTI shall also be entitled to its collection and costs of enforcement, interest and attorneys' fees. The liability for claims under this section for unauthorized or "double brokering" shall apply, jointly and severally to any corporate entity or partnership involved, and to the individual officers, directors, and principals of such entities. CARRIER agrees that it will transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. If CARRIER "brokers" a shipment, CARRIER forfeits the right to collect any freight charges, for that or any other shipment and agrees BTI may pay such charges directly to the underlying carrier. If BTI pays CARRIER, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BTI and/or BTI's customers from any and all freight charges claimed to be owed to the underlying motor carrier. CARRIER shall settle all cargo claims

that arise in connection with shipments under this Agreement as the receiving carrier under 49 U.S.C. §14706 regardless of whether it takes possession of the freight or was the actual carrier.

14. BACK-SOLICITATION. CARRIER shall not offer rates directly to or perform service directly for any shipper, consignor, consignee or customer of BTI where (1) the availability of such traffic first became known to CARRIER as a result of BTI'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of BTI was first tendered to CARRIER by BTI. CARRIER has the right and obligation to object to any party thereto PRIOR to accepting any shipment. If CARRIER breaches this agreement and "back-solicits" BTI'S customers, and/or obtains traffic from such a customer, BTI is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on such traffic, as liquidated damages. Termination of this contract shall not affect the enforceability of the foregoing provisions for a period of 15 months after termination.

15. CONFIDENTIALITY and NON-DISCLOSURE. Carrier acknowledges that any oral or written information exchanged between the Parties in connection with BTI's rates, routes and services, its customers and the customer's shipping practices and requirements are confidential information. Without written consent Carrier shall not disclose any relevant confidential information to any third parties, except for the information that: (a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); (b) is under the obligation to be disclosed pursuant to the applicable laws or regulations, , or orders of the court or other government authorities; Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason

16. FORCE MAJEURE. Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

17. DISPUTES, JURISDICTION, MODIFICATION, NO WAIVER, SURVIVAL, AUTHORITY. If a dispute arises out of or relates to this Agreement jurisdiction and venue for suit shall be in the State or Federal court for the State and County in which BTI is located and Carrier specifically agrees to personal jurisdiction in those courts. CARRIER agrees to pay BTI's costs, expenses and reasonable attorneys' fees in the enforcement of BTI's rights and/or any legal proceeding arising under or relating to this Agreement. Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable. This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement. Failure by BTI to invoke or enforce any or all of the provisions of this Contract shall not constitute a waiver of any or all such provisions, nor shall any assertion or showing of "custom" or "usage" be deemed a waiver of the written terms and conditions contained in this Contract. If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect. Carrier's indemnity obligations, including but not limited to Paragraphs (3), (4), (11) and (12) shall survive the termination of this Agreement, the persons signing, have actual authority to bind the parties upon those whose behalf they sign.

IN WITNESS WHEREOF, the parties have hereto caused these presents to be duly executed on

(Date)

Broker: Blakeman Transportation, Inc.

Carrier: _____



Signature: _____

Name: Jeff Blakeman
Title: President

First & Last Name: _____

Title: _____

Federal ID# (EIN): _____

APPENDIX A

ADDENDUM TO BTI-CARRIER MASTER AGREEMENT

FOOD CARRIERS ONLY

FOOD SAFETY MODERNIZATION ACT (FSMA)

In addition to the terms and conditions specified in the BTI-CARRIER MASTER AGREEMENT, the parties agree as follows:

1. Carrier must comply with its legal obligations concerning the safe and secure transportation of food that will ultimately be consumed by humans, including those required by local, state and federal laws and regulations including, but not limited to, the Food Safety Modernization Act (FSMA), the Federal Food, Drug and Cosmetic Act, and the Sanitary Food Transportation Act, collectively (“Food Safety Laws”). Carrier must also abide by the U.S. Food and Drug Administration (“FDA”)’s Rules on the Sanitary Transportation of Food for Human and Animal Food.
2. Carrier will, upon BTI’s request, provide evidence of the following:
 - a. documented processes to maintain product food safety, including maintaining the requisite temperature control for food subject to the shipper’s temperature control requirements during transport,
 - b. transportation traceability, including information regarding:
 - i. previous cargos hauled in bulk or other vehicles offered for transportation of food;
 - ii. maintenance and intervening cleaning procedures for docks, vehicles and other equipment; and
 - iii. the appropriate training process for each person under Carrier’s supervision or control, involved in the supply chain, and transporting shipments governed by this Addendum.
 - c. for each shipment, evidence that it has not been adulterated and has been transported under sanitary conditions that will protect the product against any temperature abuse or great temperature fluctuations and any physical, chemical, and microbial contamination of the food or the container.

Carrier agrees to maintain all documentation and records related to the transport of shipments governed by this Addendum, including those documenting the safe and sanitary transport of food, for a period of two (2) years following the tender of each shipment.

3. Carrier agrees that food that has been transported or offered for transport, pursuant to this Addendum, under conditions that are not in compliance with the shipper’s instructions as provided to Carrier by the shipper, through BTI or otherwise, shall be considered “adulterated” within the meaning of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. § 342(i). Carrier understands that adulterated shipments may be refused by the consignee or receiver, upon their delivery, at destination.
4. Proving “chain of custody” is incumbent on the Carrier and as such Carrier agrees that trailers sealed and padlocked at the point of origin and shall remain sealed and padlocked until broken/unlocked at the point of destination. Pursuant to item 3 above, any shipment that is not sealed and padlocked may be also considered “adulterated”. Should a shipment be refused due to a missing seal or failure to padlock, Carrier agrees to liability for full loss, less any salvage value. Refusal of any said claim by Carrier’s insurer, does not relieve carrier of liability.
5. Carrier agrees that BTI is not responsible for and shall in no way be held liable to Carrier for Carrier’s or any shipper’s, consignee’s or receiver’s obligations or failure to adhere to their respective obligations under the laws and regulations governing the safe and sanitary transport of food for human consumption, including the Food Safety Laws.
6. Carrier shall defend, indemnify and hold harmless BTI and BTI’s customers, their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) judgments, fines, penalties, orders, decrees, awards, costs, expenses, including attorneys’ fees, settlements and claims on account of Carrier’s failure to adhere to the requirements of the Food Safety laws, above, or tender of adulterated food product to the consignee or receiver.

7. Termination of this Addendum shall not release either party from liability which shall have arisen prior to such termination or under the BTI-Carrier Master Agreement. Carrier shall not, other than by reason of cause or causes beyond its control, including but not limited to the authority of laws, strikes, acts of God, riot or other serious civil disturbance threatening violence or the apprehension of danger to persons or property, fail to provide timely service.
8. This Addendum shall continue in effect until terminated at any time, with or without cause, by the giving by either party to the other of no less than thirty (30) days written notice. This Addendum shall automatically terminate upon termination of the BTI-Carrier Master Agreement of which it is a part.
9. Other than as specifically stated herein, all other terms and conditions of the BTI-Carrier Master Agreement remain in full force and effect. In the event of a conflict between the terms of this Addendum and the BTI-Carrier Master Agreement, the terms of this Addendum shall prevail.
10. This Addendum may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

Dated this _____ day of _____, 20_____.

CARRIER _____

BLAKEMAN TRANSPORTATION, INC.

By: _____



First/Last Name: _____

Name: Jeffrey Blakeman

Title: _____

Title: President

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional) BLAKEMAN TRANSPORTATION, INC. PO BOX 4340 FORT WORTH, TX 76164-0340
6 City, state, and ZIP code		
7 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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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 for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

Blakeman Transportation, Inc.

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

December 27, 2012

To All Carriers:

Beginning January 1, 2013, the requirements for the California Air Resources Board's (ARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control measure (ATCM) becomes effective. All dispatched loads with Reefer-Equipped Trucks, trailers, shipping containers or railcars for transport of perishable goods on California highways or railways must be equipped with TRUs that comply with the ARB's TRU ATCM in-use performance standards.

In order to comply, Blakeman Transportation will require any carrier traveling on California roadways or railways with reefer equipment to provide the ARBER certification page for the TRU, with its ARB Identification Number (IDN) clearly indicated to show that the dispatched unit is compliant. Carrier must be included on the ARBER 100% Compliant Carrier List (this is found on the California Environmental Protection Agency's Air Resource Board website - <https://arber.arb.ca.gov/publicTCCReports.arb>). Only 100% compliant carriers will be used for California loads.

Carriers that are found to have accepted a load that are not 100% compliant will be blocked from doing any further loads with Blakeman Transportation until full compliance has been met.

Please read and sign below:

On behalf of the shipper, consignee and broker interests, to the extent that any shipments subject to this Agreement are transported within the State of California, CARRIER warrants that:

- All 53 foot trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Agreement is in compliance within the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations
- All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board (ARB) TRU ACTM in-use regulations.

CARRIER shall be liable to BROKER for any penalties, or any other liability, imposed on the BROKER because of CARRIER's use of non-compliant equipment.

I have read the above California Air Research Board (ARB) TRU ACTM in-use regulations. I agree to abide by these regulations.

Print Name and Title

Signature

Company Name

Date

TRANSPORTATION BROKER • MC 214825



BLAKEMAN TRANSPORTATION'S PAYMENT, ADVANCE AND DIRECT DEPOSIT POLICIES

Blakeman Transportation Payment Policy

- **Standard Payment Terms**

- All carriers will be paid approximately **21 days (± 1 or 2 days)** from the receipt of the carrier's invoice and signed bill of lading and /or proof of delivery in this office.
- Method of payment is a check or draft mailed via U.S. Postal Service or by ACH Direct Deposit to Carrier's Bank Account,
- Blakeman Transportation will not be responsible for the speed or lack thereof of the U.S. Postal Service and highly recommends the Carrier sign up for Direct Deposit.
- Exception: Payment **may not** be made to carrier, if there is a large claim on the load that is equal to or greater than the payment amount.

- **Quick Pay Service**

- Blakeman Transportation offers '**Quick Pay**' payment service to all carriers who write 'Quick Pay' on their invoice(s).
- Carrier will be paid 24 hours after the receipt of carrier's invoice and signed bill of lading and/or proof of delivery in this office before 3 p.m.
- An Administrative Service Charge for this 'Quick Pay' service will be charged at 4% of the linehaul amount of the Load transported.
- These payments can be picked up at the office, mailed, overnighted or direct deposited into Carrier's bank account.
- Overnight service charges will be the Carrier's responsibility. Charges will be based on the current cost from FedEx or overnight service company used.
- Blakeman Transportation will not be responsible for the speed or lack thereof of the U.S. Postal Service or overnight service company.
- Exception: Payment **may not** be made to carrier, if there is a large claim on the load that is equal to or greater than the payment amount.

Blakeman Transportation Advance Policy

- **Standard Advance**

- At the discretion of Blakeman Transportation, an advance up to 40% of the linehaul rate per load may be issued by Echeck/Comcheck to the carrier.
- The Administration fee for this advance is 2% of the linehaul amount of the Carrier payment.
- Any additional Echecks/Comchecks issued after the second Comcheck will have an additional Administrative charge of 2% added.

Example:

- 3 Echecks/Comchecks = 4% fees
- 4 Echecks/Comchecks = 6% fees
- 5 Echecks/Comchecks = 8% fees
- Fees charged by Comdata for cashing the Echeck/Comcheck are not include and are the responsibility of the Carrier.

- **Quick Pay with an Advance**
 - Carriers who elect to use the 'Quick Pay' service and also get an Echeck/Comcheck advance will still be charged the 4% Administrative charge.
 - After the second Comcheck is issued, the carrier will be charged an additional 2% Administrative fee for each additional Echeck/Comcheck.

Blakeman Transportation Direct Deposit Service

- **ACH Direct Deposit at No Cost**
 - BTI offers at no cost a service to Direct Deposit into the Carrier's or Vendor's Bank Account.
 - Carriers can have their payments automatically deposited into their checking, savings or both accounts (UP to 2 accounts) no matter where you bank.
 - If you agree to participate, you will receive your usual remittance statement of what you are being paid and any deductions or additions such as Echecks (advances) or unloading, etc. by email. Your money will be deposited in your account on your payment date (standard or Quickpay).
 - The amount of your direct deposit will be shown on your remittance advice as well as your bank statement.
- **ACH Direct Deposit Benefits**
 - It is fast – no more waiting on the US Postal Service.
 - It is confidential – only you know your pay transactions.
 - No more lost, stolen or misplaced payment checks.
 - Direct access to your money – no waiting for checks to clear.
 - It's just **A Better Way To Bank!**

If you are interested in this service, fill out the authorization form on the next page and attach a voided check or a savings deposit slip to it. Return the authorization to ach@blakemantrans.com. It usually takes 1 – 10 days to set up direct deposit with your bank.

Direct Deposit is easy, confidential and a better way to bank. Don't Delay – Sign up Today!!!

DIRECT DEPOSIT AUTHORIZATION (ACH CREDIT)

I hereby authorize **Blakeman Transportation, Inc.**, Hereinafter called COMPANY, to initiate credit entries and to initiate, if necessary, debit entries and adjustments for credit entries in error to my Checking or Savings account(s) indicated below at the depository (ies) (Banks) named below, hereafter called BANK, to credit and/or debit the same to such account(s).

This authority is to remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and BANK a reasonable opportunity to act on it.

Carrier/Vendor Name _____ By/Title (Please Print)

Signed _____ Date

Email that Remittance Advices will be sent to: _____
(Please Print)

If more than one BANK is used, please indicate percentage (%) or amount that should go into each BANK. Total cannot exceed 100% of net amount.

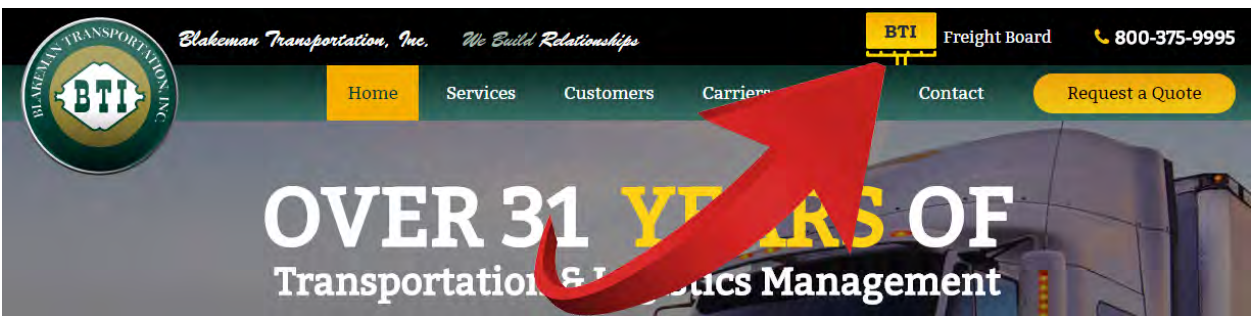
BANK 1		BANK 2	
BANK NAME		BANK NAME	
BANK CITY, ST		BANK CITY, ST	
TYPE OF ACCOUNT (CHECKING OR SAVINGS)		TYPE OF ACCOUNT (CHECKING OR SAVINGS)	
ABA TRANSIT NO.		ABA TRANSIT NO.	
PERSONAL ACCOUNT NO.		PERSONAL ACCOUNT NO.	
\$ AMOUNT OR %		\$ AMOUNT OR %	

Copy of Voided Ck

Blakeman Transportation Freight Board

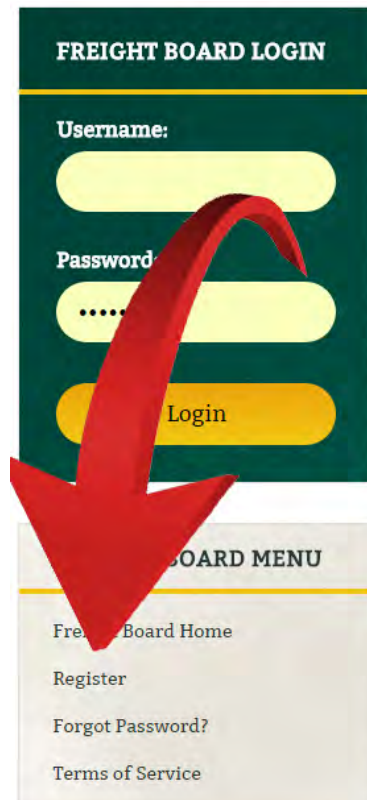
Now you can see our loads as soon as they become available! It's easy, all you have to do is register for a free account and you will have access to every load as soon as it becomes available.

Go to the Blakeman Transportation website www.blakemantrans.com. When the website loads, click on the icon that says "BTI Freight Board" in the top right of the screen.



On the next page, go to the lower right hand side of the page and create a user name and password by clicking "Register".

Once our Carrier Compliance department has verified your company, you will be granted access to the Freight Board to see available loads. Until you are approved, please feel free to contact our Truck Capacity unit at trks@blakemantrans.com or by phone at 817-509-2541.





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 14, 2020 – Bond 13385 with a limit of
\$100,000**

A handwritten signature in black ink, appearing to read "Lynn Gravley".

Lynn Gravley
Chairman
TIA Services

A handwritten signature in black ink, appearing to read "Robert A. Voltmann".

Robert A. Voltmann
President & CEO
Transportation Intermediaries Association

Blakeman Transportation, Inc.

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President: Jeffrey A. Blakeman
Vice-President: Chad M. Blakeman
CFO: Harold M. Bright

EIN: 75-1876650
MC: 214825
SCAC: BKMP
DUNS#: 78-125-2655
Email: bti@blakemantrans.com

Bank Reference:

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777 Main Street; Ste. 3500
Fort Worth, TX 76102
817/348-5745 – Jennifer Baggs Kamacioglu
jbaggs@bankoftexas.com

Credit References:

DFH Transportation LLC
3330 N Beach St
Fort Worth, TX 76111
817/367-7001, Fax 888/760-4090
Email: trucking@dfhtransportation.com

Leap of Faith Transportation
PO Box 7776
Fort Worth, TX 76111
817/831-2069 Fax – 817/831-2616
Email: aleapoffaithtrans@sbcglobal.net

Triple R Reliable Service
818 Log Cabin Rd
Ennis, TX 75119
469/628-4237
Email: triplereliable_accounting@yahoo.com

JetEx Freight LLC
PO Box 631055
Irving, TX 75063
972/215-7079 Fax – 972/245-3437
Email: accounting@jetexfreight.com

Raider Express, Inc.
12544 NW Hwy 287
Fort Worth, TX 76052
817/529-5800 Fax – 817/529-5823
Email: mikeeggletonjr@raiderexpress.com

Reynoso Trucking
3820 Mercury Street
Haltom City, TX 76111
817/559-3719 Fax – 817/529-5823
Email: reynoso_trucking@yahoo.com