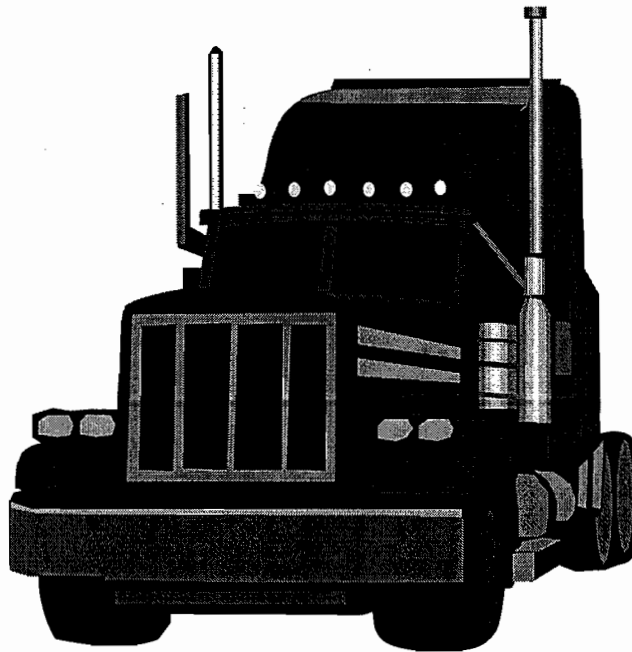


**SAN ANTONIO LOGISTICS, INC  
4035 NACO PERRIN, SUITE 200A  
SAN ANTONIO, TX 78217  
LOCAL: 210-832-9580  
FAX: 210-832-9637**



**PLEASE FAX BACK THE FOLLOWING  
BEFORE WE CAN DISPATCH YOUR TRUCK:**

**Copy of your operating authority  
Complete W-9  
Signed Broker/Carrier Agreement  
Copy of Insurance (Cargo & Liability), showing San Antonio  
Logistics, Inc. as the certificate holder**



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

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

**SERVICE DATE**  
August 24, 2007

**LICENSE**  
**MC-615075-B**  
SAN ANTONIO LOGIST.CS, INC.  
SAN ANTONIO, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief  
Information Systems Division

BPO

**SAN ANTONIO LOGISTICS, INC.  
CARRIER PROFILE FORM**

**Please complete the following:**

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

Address: \_\_\_\_\_

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

Mailing Address: \_\_\_\_\_

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

Local #: \_\_\_\_\_ 800 # \_\_\_\_\_ Fax # \_\_\_\_\_

MC #: \_\_\_\_\_ Tax ID # \_\_\_\_\_

**Equipment Information (Approximate Number)**

Flat Beds 48ft: \_\_\_\_\_ Flat Beds 53ft: \_\_\_\_\_ Hotshot: \_\_\_\_\_

RGN: \_\_\_\_\_ Step Deck: \_\_\_\_\_ Maxi: \_\_\_\_\_

Lowboy: \_\_\_\_\_ Single Drop: \_\_\_\_\_ Double Drop: \_\_\_\_\_

Tarps: \_\_\_\_\_ Side Kit: \_\_\_\_\_ Air Ride: \_\_\_\_\_

Tanker: \_\_\_\_\_ Dry Van 48ft: \_\_\_\_\_ Dry Van 53ft: \_\_\_\_\_

Van-Heated: \_\_\_\_\_ Reefer 48ft: \_\_\_\_\_ Reefer 53ft: \_\_\_\_\_

Hazmat: \_\_\_\_\_

SAN ANTONIO LOGISTICS, INC.  
BROKER/CARRIER CONTRACT

Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as **CARRIER**, and **SAN ANTONIO LOGISTICS, INC**, 4035 Naco Perrin, Suite 200A, San Antonio, TX 78217 hereinafter referred to as **BROKER**.

WITNESSETH:

A.) **CARRIER** is a motor contract carrier of property authorized by permit no. MC# \_\_\_\_\_ (a copy of which license is attached hereto and made a part hereof) to provide transportation of property under contract.

B.) **BROKER** is a motor carrier broker, licensed to arrange for the transportation of property by license no. MC# **615075** (a copy of which license is attached hereto and made a part hereof).

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

- 1.) **BROKER** agrees to offer for shipment and **CARRIER** agrees to transport with its own equipment at least 200,000 pounds annually or a series of shipments and such additional quantities of freight as **BROKER** may tender subject to the availability of suitable equipment.
- 2.) **CARRIER** shall be authorized to operate as a contract motor carrier by the I.C.C. and shall provide and maintain, at its sole cost and expense, insurance against liability for injuries to or death of persons and damage to property, in combined single limit of not less than \$750,000 per occurrence, and for loss of or damage to freight, in an amount not less than \$100,000; and any additional insurance required by applicable laws, rules and regulations. **CARRIER** shall furnish the **BROKER** upon request, a copy of each such insurance policy, and written certificates of insurance listing **BROKER** as a certificate holder.
- 3.) **BROKER** agrees to pay **CARRIER** for the transportation of freight moved under this agreement in accordance with the rates set forth. Modifications or additions to these rates may be agreed to in writing or made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates will be made by a recap faxed or mailed by **BROKER** to **CARRIER** and by the **CARRIER'S** pick up of the shipment. A photocopy or faxed copy of this agreement containing the signatures of the parties shall be deemed an original copy.
- 4.) Whether or not **CARRIER** is authorized to operate, or does operate, as a common **CARRIER** each and every shipment tendered to **CARRIER** by **BROKER** shall be deemed to be a tender to carrier as a motor contract carrier and shall be subject only to the terms of this agreement and the provisions of law applicable to motor contract carriage hereunder.
- 5.) **BROKER** and **CARRIER** agree that transportation services hereunder are to be performed as a contract carrier in compliance with 49 u.s.c. 10102 by assigning motor vehicles for a continuing period of time for the exclusive use of **BROKER** or by providing specialized services or equipment designated to meet the distinctive needs of **BROKER** or the consignor. Such services shall include, when applicable, but shall not be limited to: protective service, multiple stops in transit, direct dispatch, scheduled pick up and deliveries.

Initial: \_\_\_\_\_

6.) **CARRIER**, at its sole cost and expense, shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition. **CARRIER**, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Without the prior written consent of **BROKER**, **CARRIER** shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation.

7.) **CARRIER** will be responsible to comply with all applicable S.T.B. and D.O.T regulations as well as all other federal and state regulations pertaining to the operations of a motor carrier.

8.) **CARRIER** shall issue a bill of lading in its own name and shall be liable for loss, damage, or delay of any shipment while in the possession or control of **CARRIER**. **CARRIER** hereby assumes the liability of a motor common carrier as provided in Section 11707 of Title 49 of the United States Code as in effect on the effective date of this agreement. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of the I.C.C. as published in the Code of Federal Regulations (49 C.F.R. 1005).

9.) **CARRIER** agrees to hold **BROKER** harmless from and indemnify **BROKER** from any liability resulting from loss or damage to any freight transported by **CARRIER** pursuant to this agreement including all cost to defend claims. **CARRIER** also agrees to hold **BROKER** harmless from and indemnify **BROKER** for any liability resulting from personal injury or property damage that may occur during the operations of **CARRIER** pursuant to this agreement including all cost to defend claims.

10.) **CARRIER** will bill all charges for transportation services directly to **BROKER** and **CARRIER** shall provide **BROKER** with the ORIGINAL signed bill of lading and delivery receipt. **BROKER** agrees that it will pay all freight bills for transportation performed within thirty (30) days of receipt of **CARRIER'S ORIGINAL** bills of lading or delivery receipts attached.

11.) The relationship of **CARRIER** to **BROKER** shall, at all times, be that of an independent, contractor, except that **BROKER** shall be the agent for **CARRIER** for the collection and payment of charges to **CARRIER**.

12.) Obligations of this agreement are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the agreement shall continue in full force and effect.

13.) This agreement shall be deemed to be effective on the first date that **CARRIER** and **BROKER** commenced business together and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This agreement shall be effective continuously subject to the right of either party hereto to cancel the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

In witness whereof, the parties have set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**Carrier:** \_\_\_\_\_ **Broker:** San Antonio Logistics Inc.

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

**Print Name:** \_\_\_\_\_ **Print Name:** Tammy LaBiche

**Title:** \_\_\_\_\_ **Title:** President

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

|   |   |
|---|---|
| Name (as shown on your income tax return)   |   |
| Business name, if different from above  |   |
| Check appropriate box: <input type="checkbox"/> Individual/<br>Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ ..... |   |
| <input type="checkbox"/> Exempt from backup withholding   |   |
| Address (number, street, and apt. or suite no.)   | Requester's name and address (optional) |
| City, state, and ZIP code   |   |
| List account number(s) here (optional)  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

|                                |  |  |  |  |  |  |  |  |
|--------------------------------|--|--|--|--|--|--|--|--|
| Social security number         |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |
| OR                             |  |  |  |  |  |  |  |  |
| Employer identification number |  |  |  |  |  |  |  |  |
|                                |  |  |  |  |  |  |  |  |

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

### 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. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,