

HAYNES LOGISTICS AGREEMENT

This Transportation Agreement (hereinafter called the "agreement") made this _____ day of _____, 200_____ between Haynes Enterprises, Inc DBA Haynes Logistics, 200 Industrial Blvd. Mansfield, TX 76063 (hereinafter designated as "broker") and _____ (Hereinafter designated as "carrier").

RECITALS

- A. HAYNES LOGISTICS is sole proprietor duly organized and existing for the purpose, amongst others, of arranging for the transportation on property by motor vehicle under its authority, MC-465034-B, as a for-hire broker and subject to the provisions of the Interstate Commerce Act and to the extent applicable, the relevant laws of several states within which operations may be conducted. This agreement is designed to meet shipper's distinct needs.
- B. Carrier is a contract motor carrier in the interstate commerce holding authority issued by the Interstate Commerce Commissions (hereinafter designated "ICC") under MC _____ and Sub Numbers thereto, authorizing the movement of freight. A copy of the Carrier's pertinent authority is attached hereto as Exhibit A.

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

1. Broker shall tender for transportation and Carrier shall transport, subject to availability of Carrier's equipment, a series of shipments meaning not less than three shipments per year throughout the duration of this agreement.
2. Carrier shall receive as compensation for transportation provided under this agreement the rates and charges as agreed upon by Carrier and Broker. Rates may be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral contract shall be reduced to writing and signed by authorized parties prior to actual movement of freight by carrier. Such oral agreements and supplemental written agreements as to rate and charges shall become a part of this agreement as if included herein. Signed written agreements may be transmitted between the parties by a fax or by U.S. Mail. Carrier shall invoice Broker for the prescribed charges weekly and shall forward to Broker, along with the invoice, a signed delivery receipt and any other documentation required by Broker for each shipment listed on the invoice for which Carrier seeks payment. Broker agrees to pay Carrier for the applicable freight charge under this agreement within thirty (30) days of receipt of required paperwork. Carrier agrees that it shall not bill the consignor/consignee or any third party directly nor shall it accept payment from any consignor/consignee or any third party for providing transportation under this agreement.
3. This agreement shall become effective on the date hereof and shall remain in effect until terminated by either party upon not less than ten (10) days prior written notice. Nothing in this paragraph shall be construed as limiting or superseding any right of cancellation or termination of this agreement as may be specified in any other paragraph of this agreement.
4. Neither party shall divulge to any third party (a) the terms of agreement or (b) any proprietary information derived in the course of performance of this agreement. Carrier specifically agrees that it shall not reveal the terms on which it provides transportation to any third party represented by Broker and/or the consignee/consignors of any shipment moving hereunder.
5. The relationship of the Carrier to the Broker shall, at all times, be that of an independent contractor, except the Broker shall be the agent for the Carrier for the collection of charges. The parties understand and agree that Broker operates as an independent contractor for the purpose of arranging transportation of goods for various consignors/consignees.
6. Carrier agrees to assume all responsibility for, and shall pay, State and Federal taxes, insurance (including, but not limited to worker's compensation, unemployment compensation, disability, old age pension and social security insurance) assessments and other financial obligations arising out of the transportation performed thereunder.
7. Carrier assumes, in transporting property under this agreement, all liability for loss, damage, injury, delay as is assumed by an interstate motor common carrier. Carrier shall be liable for damage to or loss of any lading transported under this agreement which are receipted for by the carrier or its agent as being received in good order and condition. Such liability shall begin at the time freight is loaded in
8. Or on Carrier's equipment at the point of origin and continue until said freight is delivered to the designated consignee at the destination or to any intermediate stop off party. The liability shall be for the full value of the item which shall be understood to mean the replacement cost of the lost damaged item(s).

9. Carrier liability shall be that of a motor common carrier. All shipments tendered to carrier shall be transported under a uniform straight bill of lading. In the event there is a conflict between the terms of this agreement and the bill of lading or the carrier's rules tariff, the provisions of this agreement shall govern application, liability and released values.
10. Carrier shall provide all facilities and equipment and properly licensed drivers and other personnel necessary to perform the required transportation service in a safe and efficient manner. Carrier shall provide, operate and maintain in good working condition the motor vehicles and related equipment necessary for the performance of transportation service under this agreement. Carrier shall have sole and exclusive control over the manner in which Carrier and its employees or contractors perform and transportation service provided for hereunder and carrier shall engage and employ such individuals as it may deem necessary in connection therewith; it being understood and agreed that such individuals shall be considered employees of or independent contractors controlled solely by Carrier and shall not be considered, under any circumstances, as employees or independent contractors controlled by Broker and/or any third parties which Broker represents and/or the consignor/consignee on any shipment which moves under this agreement. In the event Carrier shall trip lease equipment and drivers from other carriers not parties to this agreement. Carrier agrees to specify in any such lease that such action by Carrier shall create no right of action by any such lesser against either Broker, third parties represented by Broker and/or consignor/consignee of shipments moving under this agreement. Carrier specifically agrees to hold Broker, third parties represented by Broker and/or consignor/consignees on any shipments moving under this agreement harmless from any claims by such lesser and/or employees and contractors of lesser.
11. Carrier specifically agrees that all freight tendered to it through the Broker shall be transported on equipment operated only under the authority of the Carrier, and the Carrier shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the specific written consent of Broker.
12. Carrier shall indemnify and hold harmless Broker and parties which Broker represents and consignors/consignees of shipments moving under this agreement, without limitation from and against all loss, damage, fines, expense, actions and claims for injury to persons (including injury resulting in death) and damage to property or cargo where such loss, damage, fines, expenses, actions or injury are caused by acts of omissions of Carrier, its drivers, agents, trip lesser or employees in performing the services provided for under this agreement. Carrier agrees, without limitation, that it shall provide counsel approved by Broker to defend any and all lawsuits and /or workmen's compensation claims and/or other litigation where Broker, parties represented by Broker and/or consignors/consignees of shipments moving under this agreement are named parties to a lawsuit as a result of any Carrier operations performed under this agreement. Carrier agrees to pay all claims judgments, attorney's fees and costs of any litigation brought against Broker, parties represented by Broker and/or consignors/consignees of shipments moving under this agreement harmless for all claims, judgments, attorney's fees and costs of litigation as concerns Carrier operations performed under this agreement.
13. Carrier will procure, maintain and enforce continuously through the term of this agreement and provide written proof to Broker, of its coverage under each of the following types of insurance prior to carriage of traffic under this agreement:
 - a. Insurance required under the Workmen's Compensation Laws of the states in which the transportation services shall be performed., covering Carrier and its employees in cash amounts are required by the statutes of said states. Broker, parties represented by Broker and/ or consignor/consignees on any shipment which moves under this agreement shall have no responsibility to either defend any workmen's compensation claim which arises due to Carrier's operations under this agreement or to pay any awards resulting from such claims.
 - b. Automobile Bodily Injury and Property Damage Insurance protecting against claims for bodily injury, including accidental or intentional death and loss of or damage to tangible property in at least the amount of One Million and no/100Dollars (1,000,000.00) such not being lower limits required by the Interstate Commerce Commission, Department of Transportation or other governmental body having jurisdiction to prescribe insurance requirements for interstate and/or intrastate for-hire-carriers. Said insurance will name Broker as an additional named insured. The parties agree that carrier shall provide written notice to Broker in the event that said policies are cancelled or the limits of coverage are reduced.
 - c. Cargo insurance in at least the amount of One Hundred Thousand and no/00Dollars (\$100,000.00). Said insurance shall name Broker as an additional named insured and shall provide for written notice to Broker in the event of cancellation of the limits of coverage are reduced.
 - d. In the event Carrier's cargo insurance falls below the sum of One Hundred Thousand and no/00 Dollars (\$100,000.00) said Carrier will be subject to approval on a load to load basis. Carrier shall be

solely responsible for cargo liability whether or not such cargo value exceeds carrier's maximum cargo insurance coverage.

14. All claims for loss and damage, and any salvage arising therefore shall be handled and processed in accordance with the regulations of the Interstate commerce Commission as published in the Code of Federal Regulations (49 CFR 1005).
15. The time limit for instituting suit to recover overcharges or undercharges shall be 18 months from the date shown on the bill of lading. Carrier shall follow the procedures as set forth in title 49, code of federal regulations, section 1008, inexistence at the time the contact is signed.
16. Carrier hereby retains the services of Broker as its agent for the solicitation and dispatch of merchandise available for transportation by motor vehicle with full power and authority to act in Carrier's behalf for the sole purpose of securing merchandise and accepting payment for transportation. Carrier authorizes broker to invoice shipper, receiver, consignor or consignee for freight charges as an agent for and on behalf of Carrier. Broker is here by authorized and empowered to keep any amount over the charges agreed to with the Carrier as it commission and fee. Payment for the freight charges to Broker shall relieve shipper, receiver, consignor or consignee of any liability to the Carrier for on-payment of charges.
17. Whenever this agreement requires or permits any consent, approval, notice, request or demand from one party to another it must be in writing to be in effect. Transmission will be by fax or US Mail. The parties hereto may amend or modify this agreement or the instruments given and executed pursuant to the terms of this agreement only by written instrument executed by the Carrier and Broker with the sole exception being that the rates and charges referred to herein may be verbally modified by mutual consent of both parties provided that written confirmation of said modification is received by the party against which the modification is sought within ten (10) days. All covenants, agreements, representation and warranties made in this agreement shall remain in effect for three (3) years after the termination of the agreement or an extension thereof
18. Carrier agrees not to solicit any customer that comes in contact with as a result of Brokers efforts and in the event Carrier does solicit and transport freight for the aforementioned customer, Carrier will pay Broker 15% of all gross revenue for a period of 18 months.
19. The substantive laws of the State of Texas shall govern the validity, construction, enforcement and interpretation of this agreement and the documents, instruments or agreement executed and delivered pursuant to the terms of this agreement, unless otherwise specified therein and proper venue on any suit arising under this agreement shall be in Tarrant County
20. If any provisions of this agreement are held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provisions shall be fully severable and this agreement shall be construed and never comprised a part of the agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provisions, there shall be added automatically as a part of this agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable
21. This agreement shall be binding upon and inure to the benefit of each of the parties hereto and their perspective heirs, successors and assigns.

BROKER:
HAYNES ENTERPRISES, INC.
DBA HAYNES LOGISTICS

CARRIER: _____

BY _____

BY _____

TITLE _____

TITLE _____

ADDRESS:
HAYNES ENTERPRISES, INC
200 INDUSTRIAL BLVD.
MANSFIELD, TEXAS 76063

ADDRESS: _____



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

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

SERVICE DATE

June 28, 2011

DECISION

MC-465034

RODNEY HAYNES

D/B/A HAYNES LOGISTICS

MANSFIELD, TX

REENTITLED

HAYNES ENTERPRISES, INC

D/B/A HAYNES LOGISTICS

On June 22, 2011, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as HAYNES ENTERPRISES, INC, D/B/A HAYNES LOGISTICS.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)366-9805.

Decided: June 23, 2011

By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief
Information Technology Operations Division
NCA

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 465034

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Haynes Enterprises, Inc D/B/A Haynes Logistics

(Broker)

of 200 Industrial Blvd. Mansfield, TX 76063
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.,
(Name of Trustee)

a financial institution created and existing under the laws of the State of California
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the 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 Trust Fund Agreement 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 therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker 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 or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 18 day of August, 2003, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 6 day of July, 2001.

TRUSTOR		TRUSTEE	
Name	<u>Haynes Enterprises, Inc D/B/A Haynes Logistics</u>	Name	<u>PACIFIC FINANCIAL ASSOCIATION, INC.</u>
Address	<u>200 Industrial Blvd. Mansfield, TX 76063</u>	Address	<u>12707 High Bluff #200 San Diego, CA. 92130</u>
Telephone No.	<u>(817)225-0011</u>	Telephone No.	<u>(800)595-2615</u>
By	<u>Nancy R Haynes</u> Nancy R Haynes President	By	<u>J. Penny Larson</u> J.P. Larson President
Witness	<u>Dir. Bus. Development</u> (Signature and Title)	Witness	<u>Shaun Carlson</u> (Signature and Title)

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE ____ DAY OF _____, _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE ____ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

_____ DATE SIGNED

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF TRUSTEE OR TRUSTOR