

# Mesa Logistics

P.O. Box 671152  
Dallas, TX 75367  
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## **Contacts & Dispatch:**

Brett Hargrove  
John Hansen  
Twiggy Henneberger  
Al Pellegrini  
Bob Chambers

FHWA MC# 423581  
Insurance FHWA Bond  
122512 Federal Tax ID Number 75-2969824

## **Credit References:**

- M.I. Transport - Gia Fiore - 214-760-7355
- A Truck Express - Jay Schaeffer - 214-634-2181
- Downing Transportation - Doug Downing - 254-938-7191
- Signature Bank - Redonna Higgins - 972-866-9696

# CARRIER AGREEMENT

This Agreement between \_\_\_\_\_ (“Carrier”), an interstate carrier, MC \_\_\_\_\_, under authority from the Federal Highway Administration (“FHWA”), located at \_\_\_\_\_, and MESA LOGISTICS, LLC (“Broker”), licensed transportation broker by FWHA, MC 423581, located in Dallas, Texas.

Now, therefore, in consideration of the mutual agreements, the parties agree as follows:

1. **Services.** Pursuant to Section 1053, Title 49 of the U.S. Code, Broker agrees to use Carrier on a non-exclusive basis to perform shipments for Broker and Broker’s customers.
2. **Authority.** Carrier represents that it is a contract motor carrier under Section 10102, Title 49 of the U.S. Code, and has a valid license from the Department of Transportation. Carrier has all approvals, permits, licenses and authorizations from the Department of Transportation (“DOT”), and from state and local regulators as necessary to operate. Carrier agrees to comply with all safety regulations and to observe applicable laws, rules and regulations. Broker represents it is in compliance with Section 10102 of Title 49 and is duly licensed by FHWA.
3. **Rates and Charges.** Broker agrees to pay rates and charges to Carrier as contained in the attached rate agreement, including any additional or special services performed.
4. **Documents.**
  - (a) Bills of Lading will be furnished by Carrier for each shipment.
  - (b) Invoices for all charges accompanied by a delivery receipt signed by consignee will be furnished by Carrier.
  - (c) Certificates of authority, liability and cargo insurance will be furnished by Carrier.
  - (d) Insurance Certificate showing Broker as an additional insured will be provided by Carrier.
5. **Payments.** Broker agrees to pay Carrier’s invoices within thirty (30) days of receipt of all required documents. Carrier agrees to look only to Broker for payment of invoices and will not assert any claim or lien against any property which may be in possession.
6. **Insurance.** Carrier’s liability for loss or damage to cargo commences on loading and terminates on unloading a drop shipment.
  - (a) Comprehensive liability with a \$1,000,000.00 minimum for maintenance and use of all vehicles by Carrier.

(b) Property and cargo liability with a \$100,000.00 minimum for all cargo in its custody.

(c) Broker shall be shown as a certificate holder.

7. **Indemnity.** Carrier will indemnify Broker, its agents, officers, directors and employees against any loss, damage, claim or expense, including attorneys' fees arising out of any act or omission of Carrier, its agents, or contractors, including claims for injuries to persons or property, industrial accidents, wage disputes, failure to withhold employment taxes or any other claim arising from Carrier's acts or omissions.
8. **Term.** This term shall be for one (1) year period from the date designated below. This Agreement shall automatically renew for one year on each anniversary date of the Agreement, subject to either party's right to terminate at any time upon thirty (30) days written notice.
9. **Relationship.** This relationship is one of contract carrier and broker. Neither party is an agent or employee of the other under any circumstances. Neither party may bind the other except as provided herein. Each party is responsible for its own expenses incidental to this Agreement.
10. **Carrier Solicitation.** Carrier agrees not to solicit customers of Broker which were first provided or introduced to Carrier by Broker. In the event of a breach, Carrier will pay Broker a liquidated damage payment of 20% of all revenues received by Carrier for twelve (12) months, commencing the date of the first breach.
11. **Governing Law.** This Agreement is performable in Dallas County, Texas, where jurisdiction lies for all purposes hereunder.
12. **Assignment.** This Agreement is personal and neither party may make assignments without prior written consent. If Carrier cannot transport a shipment for Broker, Carrier may not assign or "co-broker" the shipment without Broker's prior written consent.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**CARRIER:**

\_\_\_\_\_

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

**BROKER:**

MESA LOGISTICS, LLC

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

John R. Hansen

Printed: \_\_\_\_\_



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

400 7th Stmt SW  
Washington, DC 20590

SERVICE DATE  
February 01, 2002

LICENSE  
MC-423581-B  
MESA LOGISTICS, LLC  
D/B/A MESA LOGISTICS  
DALLAS, TX

This License is evidence of the applicant's authority to engage in operations, ilk interstate or foreign commerce, r 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 black ink that reads "Terry Shelton".

Teny Shelton, Director  
Office of Data Analysis & Information Systems

DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
OGDEN UT 84201

DATE OF THIS NOTICE: 01-17-2002  
NUMBER OF THIS NOTICE: CP 575 F  
EMPLOYER IDENTIFICATION NUMBER: 75-2969824  
FORM: SS-4  
0533342191 0

FOR ASSISTANCE CALL US AT:  
1-860-829-1040

MESA LOGISTICS LLC  
X JOHN R HANSEN  
PO BOX 671152  
DALLAS TX 75367

OR WRITE TO THE ADDRESS  
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 75-2969824. This EIN will identify your business account, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation in your name or EIN, it may cause a delay in processing and incorrect information in your account. It also could cause you to be assigned more than one EIN.

Please use the label IRS provided when filing tax documents. If that isn't possible, use your EIN and complete name and address shown below to identify your account and to avoid delays in processing.

MESA LOGISTICS LLC  
X JOHN R HANSEN  
HANSEN JOHN R SINGLE OWNER  
PO BOX 671152  
DALLAS TX 75367

If this information isn't correct, please correct it using page 2 of this notice. Return it to the address shown so we can correct your account.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply.