AGENT PROFILE

T&L Sales dba BENCHMARK CARTAGE

Physical Address: 16302 Aldine Westfield Road, Houston, TX 77032 Mailing Address: P.O. Box 672406, Houston, TX 77267

Airports Serviced: Bush Intercontinental (IAH), Houston Hobby Airport (HOU)

Areas Served: Listed On This Site.

Hours of Operation: 0800-2000, Monday through Friday. On call all hours and weekends.

Operations and Dispatch: 281-821-8310 Fax: 281-821-9333 On Call: 281-330-3923

Chief Dispatcher: Joaquin Paniagua Sr. Operations: Joaquin Paniagua Jr. Operations: Jerry Goodwin Operations: David Farwell – 832-758-3165

Warehouse: 15000 square feet. TSA Compliant, FAA Secure.
Surveillance Cameras.
Brinks 24-Hour Security.
Three Dock-High Bay Doors, One Drive-Up Door With Ramp.

Two Forklifts: 5000#, 6000# Digital Scale.

- Vehicles: Cargo Vans: 4 Bobtails, Less Than 20': 2 Bobtails 22-26': 5 Liftgates: 6
- Other: Background Investigation, All Personnel. TSA Testing, All Personnel Flatbeds and Tractor-Trailers Available With Advanced Notice

For the purposes of obtaining credit, from time to time, from T&L sales dba Benchmark Cartage, Applicant agrees as follows:

- 1. Applicant represents that the information supplied herein is in all respects complete, accurate and truthful. Applicant agrees to notify Benchmark Cartage promptly, in writing, of any changes in the information provided.
- 2. Applicant agrees to pay in full (without deduction or setoff) to the order of Benchmark Cartage, P. O. Box 672406, Houston, Texas 77267, at its offices, for services rendered on or before the earlier of the 10th day of the month following the month of billing or the due date stated on each billing. Any amounts not paid when due shall bear interest thereon at a rate equal to lesser of eighteen (18%) percent per annum (I-1/2% per month) or the highest rate of interest allowed by law computed from the billing date to the date of payment.
- 3. The terms of this agreement, including the rate of interest to be charged, are subject to revision by written notice from Benchmark Cartage effective on the day of receipt THIS AGREEMENT WILL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS.
- 4. If Applicant's account is placed or given to an attorney for collection, Applicant shall pay the expenses of collection and attempted collection, court costs and reasonable attorney's fees in addition to other amounts due.
- 5. The failure of Benchmark Cartage to charge interest on Applicant's account or pursue any other remedy available to it shall not constitute a continuing waiver.
- 6. The acceptance of this application by Benchmark Cartage does not constitute an agreement to extend credit to Applicant or to provide services to Applicant. Each such determination shall be made at the time of delivery of freight for shipping.
- 7. Applicant hereby submits to the jurisdiction of the state courts of Texas and agrees that venue for any action arising under this application or by virtue of the provision of services (including the transport of freight) shall reside in Harris County. Applicant hereby irrevocably appoints each of (a) any individual signing this application and (b) the Secretary of State of the State of Texas as its agent for service of process. Benchmark Cartage agrees to mail to Applicant's last known address any such service of process.
- 8. In the event Applicant or any affiliate of Applicant (i.e. a company or other entity under common control) defaults in the payment of any sums due Benchmark Cartage, all other amounts due from Applicant or any affiliate shall be immediately due and payable, including any amounts due for freight in transit. Also, in the event of such default, to the extent allowed under applicable law, Benchmark Cartage is hereby authorized by Applicant to take possession of any freight then being shipped by Applicant and hold the same until payment is made, with all the rights of a secured party under the Uniform Commercial Code of the State of Texas.
- 9. Applicant agrees that Benchmark Cartage may setoff against monies due it from Applicant or any affiliate, any monies owed by Benchmark Cartage to Applicant or any affiliate.
- 10. If any one or more of the above terms is invalid, illegal or unenforceable in any respect, such terms shall be waived and the validity, legality and enforceability of the remaining terms shall not be affected.

I hereby, certify that I am authorized to sign and submit this application for and in behalf of the applicant,

Signed this _____ day of _____ 20___.

Signature ____

_____ Title ____

Owner/Officer/Partner

Please Print or Type Name:

BANK REFERENCES BANK'S NAME_		DUNT NUMBER & NAME	<u>CITY & ST</u> 4	ATE	BANK OFFICER
NAME	<u>TITLE</u>	HOME ADI	DRESS 1	HOME PHONE	Driver's License & Stat
Names of Principals		er			
plicants Business Is A		Fax Vebsite State of Incorporation			nip () Proprietorship (
Applicar	nts Telephone Numbe	rs: Local Office		Home Office	
			State Type of Bus	iness	
		Street Address	P.O. Box	City/State	Zip Code
		Street Address	P.O. Box	City/State	Zip Code
		Street Address	P.O Box	City/State	Zip Code

TRADE OR SUPPLIER CREDIT REFERENCES

NAME	ADDRESS	CITY & STATE	PHONE NUMBER	PERSON TO CONTACT	
OTHER PE	RSONAL CREDIT REFERENCES:				
	Financial Statements are attached for the app	olicant () Da	ate		
	Financial Statements are attached for the pri-	ncipals () Da	ite		
	Applicant requires purchase orders: Yes (No () Da			
	Authorized persons to sign purchase orders a	re as follows:			
	Name		Name	······	
	Name		Name		
	Please Print		Please Print		
Special billir	ng requirements of Applicant:				