

BROKER'S SURETY BOND UNDER SECTION 211(c) OF THE INTERSTATE COMMERCE ACT

(EXECUTED IN DUPLICATE)

Know all men by these presents, That we **TVS, INC. dba DEEP SOUTH FREIGHT**, of **Birmingham, Alabama** as Principal (hereinafter called Principal), and **United States Fidelity & Guaranty Company** a corporation created and existing under the laws of the State of **Maryland** as Surety (hereinafter called Surety) are held and firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of part II of the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission relating to insurance or other security for the protection of travelers and shippers, and has elected to file with the Interstate Commerce Commission such a bond as will insure financial responsibility and the supplying of transportation subject to part II of said Act in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Broker of Transportation by motor vehicle with section 211 of the Interstate Commerce Act, and the rules and regulations of the Interstate Commerce Commission, relating to insurance or other security for the protection of travelers and shippers, and shall inure to the benefit of any and all travelers or shippers to whom the Principal may be held legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to travelers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to part II of the Interstate Commerce Act under license issued to the Principal by the Interstate Commerce Commission, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Interstate Commerce Commission forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 15th day of December, 1982, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time terminate this bond by written notice to the Interstate Commerce Commission at its office in Washington, D.C., such termination to become effective thirty (30) days after actual receipt of said notice by the Commission. The Surety shall not be liable hereunder for the payment of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 15th day of December, 1982.

PRINCIPAL

Name: TVS, INC. dba DEEP SOUTH FREIGHT
By: THOMAS J. VAN SANDT, PRESIDENT
Witness: FAYE B. MINOR

SURETY

Name: UNITED STATES FIDELITY & GUARANTY CO.
By: I.D. KUYKENDALL, ATTORNEY-IN-FACT
Witness: LEVERNE M. OWSLY
Only corporations may qualify to act as surety and they must establish to the satisfaction of the Interstate Commerce Commission legal authority to assume the obligations of surety and financial ability to discharge them.