

## AGREEMENT

**IN ACCORD** to the recitals and relevant provisions of a currently effective Form BMC-85 "Property Broker's Trust Fund Agreement" between the same two parties to this indemnification agreement, the entirety of which underlying instrument along with the corresponding "Agreement" pertaining to that BMC-85 filing insofar as Trustor's obligations to the Trustee are concerned, is incorporated herein as an organic element of this indemnification agreement by the reference, **1<sup>st</sup> SECURITY FINANCIAL CORPORATIONS** ("Trustee" herein), a federally authorized "financial institution" for such purposes within the meaning of 49 CFR 387.307©, hereby represents and warrants the existence and availability on a letter of credit basis of an additional **TWENTY FIVE THOUSAND and 0/00 DOLLARS (\$25,000.00)** in excess of the existing **SEVENTY FIVE THOUSAND DOLLARS and 0/00 DOLLARS (\$75,000.00)** already available through the underlying BMC-85 filing, representing additional collateral hereby verified for the account of **VINE LINE LOGISTICS, INC** ("Trustor" herein), a federally authorized transportation "broker" within the meaning of 49 CFR 371.2 (a) registered with the Federal Motor Carrier Safety Administration (FMCSA) under Docket Number **MC-627587**, such that said additional collateral, being surplus to the government mandated indemnification requirements for such entities set forth in 49 CFR 387.307 pursuant to 49 USC 13906, hereby is dedicated to the indemnification of both appropriately situated "shippers" within the meaning of 49 CFR 376.2 (k) and "motor carriers" engaged in "for hire carriage" within the meaning of 49 CFR 387.5.

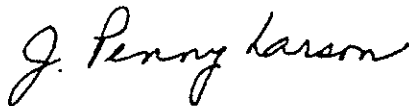
**WHICH INDEMNIFICATION** on that basis shall match in character that conveyed through the underlying BMC-85 filing for Trustor referenced above, albeit as a matter of contract established hereby rather than through those particular regulatory arrangements, to the effect that "shippers" or "motor carriers" involved in transportation arrangements made directly or authorized in each particular instance by Trustor may assert claims up to that amount for such exposure and/or losses as shall be attributable to Trustor's failure to pay any such "motor carrier" fully and in a timely fashion with respect to all successfully completed transportation arrangements made by Trustor, subject to the express provisions further qualifying such indemnification set forth in BMC-85 paragraph 6.

**IN WITNESS WHEREOF**, the authorized representatives of both parties hereby set their hands below with Trustee also agreeing (i) that each "shipper" or "motor carrier" requesting by courier or certified mail and receiving a designated by serial number true copy hereof directly from Trustee shall be entitled to thirty (30) days written notice prior to effective cancellation of this indemnification agreement, and (ii) that each such "shipper" or "motor carrier" shall be provided access to Trustor's account information inasmuch as necessary to verify the indemnification agreement conveyed hereby. This indemnification agreement is contingent upon continued active broker authority with the FMCSA and current BMC-85 filing between the parties hereto. This indemnification agreement supersedes and replaces any previous instrument of the same character by and between the parties.

SIGNED AND DATED this 14<sup>TH</sup> day of MAY 2014.

**1<sup>ST</sup> SECURITY FINANCIAL CORPORATION**

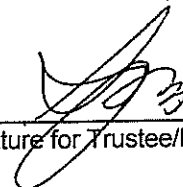
**BY: J. PENNY LARSON, PRESIDENT**



Signature for Trustee/Financial Institution

**VINE LINE LOGISTICS INC.**

**BY: GARY S. LYONS, PRESIDENT**



Signature for Trustee/Broker