

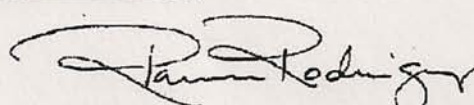
**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to \_\_\_\_\_ of TRANSPORTES CANALES S A DE C V (TRANSPORTES CANALES S A DE C V)

Dated at \_\_\_\_\_ this 24 day of June, 2011

Amending Policy No. CXW-3218836 Effective Date 6/24/2011 Expiration Date 6/24/2012

Name of Insurance Company National Unity Insurance Company Co.



Countersigned by \_\_\_\_\_

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

X This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000.00 for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$1,000,000.00 for each accident in excess of the underlying limit of \$1,000,000.00 for each accident. Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the Company agrees to furnish FHWA or ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request (210)479-8886 or 1-800-554-3498 by an authorized representative of FHWA or ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the Company or the insured by giving (1) thirty five (35) days notice in writing to the other party (said thirty-five (35) days notice to commence from the date notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said thirty (30) days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions, which results in bodily injury, property damage, or environmental damage, which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**ENVIRONMENTAL RESTORATION** means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

**PROPERTY DAMAGE** means damage to or loss of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the Company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the Company from liability or from the payment of any final judgment within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the Company. The insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the Company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the Company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident.

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The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the **MOTOR CARRIER'S** obligation to obtain the required limits of financial responsibility.

**SCHEDULE OF LIMITS SHOWN DOES NOT PROVIDE COVERAGE & IS FOR INFORMATION PURPOSES ONLY.**

**SCHEDULE OF LIMITS**

**Public Liability**

Type of Carriage 1 Insurance	Commodity Transported	Minimum
(1) For -Hire (In interstate or foreign commerce)	Property (Non-hazardous)	\$ 750,000
(2) For -Hire and Private (In interstate, foreign or interstate commerce)	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$5,000,000
(3) For -Hire and Private (In interstate or foreign commerce: In any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For -Hire and Private (In interstate or foreign commerce)	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$5,000,000

NOTE --- The type of carriage listed under numbers (1), (2) and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage under number (4) applies to all vehicles with gross vehicle weight rating of less than 10,000 pounds.



**ENDORSEMENT FOR  
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY  
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Issued to \_\_\_\_\_ of **TRANSPORTES CANALES S A DE C V (TRANSPORTES CANALES S A DE C V)**

Dated at \_\_\_\_\_ this **23** day of **June, 2011**

Amending Policy No. **CXW-3218784** Effective Date **6/23/2011** Expiration Date **6/23/2012**

Name of Insurance Company **National Unity Insurance Company Co.**

Countersigned by \_\_\_\_\_

Authorized Company Representative \_\_\_\_\_

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

**X** This insurance is primary and the company shall not be liable for amounts in excess of \$750,000.00 for each accident.

This insurance is excess and the company shall not be liable for amounts in excess of \$750,000.00 for each accident in excess of the underlying limit of \$750,000.00 for each accident.

Whoever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the Company agrees to furnish FHWA or ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request (210)479-8886 or 1-800-554-3498 by an authorized representative of FHWA or ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the Company or the insured by giving (1) thirty five (35) days notice in writing to the other party (said thirty-five (35) days notice to commence from the date notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said thirty (30) days notice to commence from the date notice is received by the ICC at its office in Washington, D.C.).

**DEFINITIONS AS USED IN THIS ENDORSEMENT**

**ACCIDENT** includes continuous or repeated exposure to conditions, which results in bodily injury, property damage, or environmental damage, which the insured neither expected nor intended.

**MOTOR VEHICLE** means a land vehicle, machine, truck, tractor, trailer or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**BODILY INJURY** means injury to the body, sickness, or disease to any person, including death resulting from any of those.

**ENVIRONMENTAL RESTORATION** means restitution for the loss, damage or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish and wildlife.

**PROPERTY DAMAGE** means damage to or loss of tangible property.

**PUBLIC LIABILITY** means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

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It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the Company from liability or from the payment of any final judgment within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the Company. The insured agrees to reimburse the Company for any payment made by the Company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the Company would not have been obligated to make under the provisions of the policy, except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the Company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the Company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the Company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

**SCHEDULE OF LIMITS SHOWN DOES NOT PROVIDE COVERAGE & IS FOR INFORMATION PURPOSES ONLY.**

**SCHEDULE OF LIMITS**

**Public Liability**

Type of Carriage & Insurance	Commodity Transported	Minimum
(1) For -Hire (In interstate or foreign commerce)	<b>NON-HAZARDOUS MATERIALS CARGO ON 'Y'</b> <b>SOLO MATERIALES DE CARGA NO PELIGROSOS</b> Property (Non-hazardous)	\$ 750,000
(2) For -Hire and Private (In interstate, foreign or interstate commerce)	Hazardous substances as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$5,000,000
(3) For -Hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only)	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For -Hire and Private (In interstate or foreign commerce)	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$5,000,000

**NOTE** --- The type of carriage listed under numbers (1), (2) and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage under number (4) applies to all vehicles with gross vehicle weight rating of less than 10,000 pounds.