

CARRIER SETUP PACKAGE

FOR

TROY LOGISTICS, LLC

THANK YOU FOR YOUR INTEREST IN BEING A CARRIER FOR TROY LOGISTICS, LLC. TO QUALIFY AS AN APPROVED CARRIER YOU MUST PROVIDE THE FOLLOWING INFORMATION. IF CARRIER'S TRUCK GETS LOADED BEFORE SIGNING THE BROKERAGE AGREEMENT HEREIN, CARRIER ASSUMES ALL LIABILITY FOR THE LOAD(S). YOUR PROMPT RESPONSE IS APPRECIATED.

1. A COPY OF YOUR CURRENT INSURANCE CERTIFICATE INDICATING YOUR INSURANCE COVERAGE FOR ANY AND ALL TRUCKS OPERATING UNDER CARRIER'S AUTHORITY(S).
2. A SIGNED COPY OF THE TROY LOGISTICS BROKERAGE CONTRACT. (SEE ATTACHED)
3. A COPY OF YOUR OPERATING AUTHORITY(S) INCLUDING ANY CANADIAN AUTHORITY, HAZ MAT AUTHORITY, ETC.
4. A CURRENT W-9.
5. THE QUESTIONNAIRE INDICATING CAPACITY AND LANES OF INTEREST ETC.

PLEASE RETURN THE REQUESTED INFORMATION VIA FAX TO:

404 806 4444



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

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
January 12, 2016

DECISION
MC-460766
TROY LOGISTICS LLC
MCDONOUGH, GA
REENTITLED
TROY LOGISTICS, LLC

On January 4, 2016, applicant filed a request to have the Federal Motor Carrier Safety Administration's records changed to reflect a name change.

It is ordered:

The Federal Motor Carrier Safety Administration's records are amended to reflect the carrier's name as TROY LOGISTICS, LLC.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202)358-7000 or visit our web site at: <http://li-public.fmcsa.dot.gov>. Any other questions regarding the action taken should be directed to (202)386-9805.

Decided: January 7, 2016
By the Federal Motor Carrier Safety Administration

Jeffrey L. Secrist, Chief
Information Technology Operations Division
NCA

TROY LOGISTICS – CARRIER/BROKER CONTRACT

This Agreement between _____, a CARRIER organized under the laws of _____ (“Carrier”), and TROY LOGISTICS, LLC, a BROKER organized under the laws of GEORGIA (“Broker”)(or collectively “Parties”) is entered into for the purpose of specifying the terms and conditions under which Broker will engage Carrier to perform motor contract carriage and related services for Shippers (the “Services”), and under which Carrier will render those Services.

TERMS AND CONDITIONS

1. LEGAL STATUS OF PARTIES AND SERVICES

1.1 Representations. Carrier represents and warrants that it is duly registered with FMCSA as a for-hire motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902. Broker represents and warrants that it is duly registered with FMCSA as a property transportation broker pursuant to 49 U.S.C. § 13904. If such registration is no longer required in the future, Broker represents and warrants that it meets the definition of “broker” found at 49 U.S.C. §13102(2) and shall function accordingly. The Parties shall render all Services in a competent and professional manner, and in accordance with all applicable federal and state laws and regulations of the jurisdiction(s) within which the Services are rendered.

1.2 Contract Carriage. All Services performed by Carrier pursuant to this Agreement shall be as a motor carrier of property in United States interstate or foreign commerce and shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). In connection with contract carriage Services, Broker and Carrier hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness.

1.3 Relationship of parties. The relationship of Carrier to Broker is that of an independent contractor. By this Agreement the Parties do not intend to provide for division of profits between Carrier, Broker and/or any Shipper, or to clothe Broker and/or any Shipper with joint control over Carrier’s performance of the Services, or otherwise to create a *de facto* or *de jure* joint venture, joint enterprise or partnership between Carrier, Broker and/or any Shipper. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of Broker or Shipper, nor shall Broker or Shipper be liable for any wages, fees, payroll taxes, assessments or other expenses relating to employees or agents of Carrier. Any and all day to day operations of the Carrier are under the sole control of the Carrier and NOT under any circumstances under the control of the Broker.

2. SCOPE OF SERVICES

2.1 Territories and Commodities. The geographic and commodity scope of the Services shall be as set forth, and amended from time to time. Under no circumstances, however, shall Carrier render Services beyond the scope of its FMCSA registration (as it may be amended from time to time) unless the Services are exempt from legal requirements for such registration or authority.

2.2 Carrier shall not double broker, re broker, interline or subcontract any Services to third parties without giving prior notice to Broker and obtaining Broker’s written consent. Any such subcontracting, with or without notice and consent, shall not affect Carrier’s responsibilities or liabilities to Broker under this Agreement. As between Broker and Carrier, all costs of rendering the Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. The prohibition against subcontracting does not apply to a person leased to the Carrier pursuant to the provisions of 49 C.F.R. Part 376.

CARRIER REPRESENTATIVE INITIALS: _____

Any such subcontracting (also known as double-brokering) without notice and written consent shall result in a 50% reduction in payment of the amount indicated on the relevant rate confirmation or tariff. Carrier must provide exclusive use of any truck(s) utilized for load(s) regardless of weight or space utilized. The selling or utilization of excess space on a truck contracted by Broker shall result in a 50% reduction in payment of the amount indicated on the relevant rate confirmation or tariff or \$1000, whichever is greater.

2.3 Broker shall not ask or in any way pressure Carrier to violate any federal, state or other applicable law with regards to the performance of the Services. By arranging for transportation of shipments by Carrier pursuant to this Agreement, Broker represents and warrants that it has conducted due diligence with regard to the creditworthiness of Shippers tendering such shipments, and that it vouches for same.

2.4 Non-Exclusivity of Services. Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise stated in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

3. RATES, CHARGES, TERMS AND CONDITIONS FOR SERVICES

3.1 Rates and Charges. Carrier shall be entitled to the rates and charges set forth in the Troy Logistics Rate/Service Contract as its sole and exclusive compensation for rendering Services (net of reductions due to any violations per section 2.2). No shipment tendered by Broker to Carrier within the geographic and commodity scope of this Agreement shall be subject to rates or charges set forth in any tariff or rate schedule maintained by Carrier.

3.2 Invoicing and Payment. Except as otherwise indicated in writing by Broker, the Parties agree as follows:

- (a) it shall be Carrier's responsibility to invoice Broker for the freight charges owing to Carrier.
- (b) it shall be Broker's responsibility to invoice Shippers for Carrier's freight charges and Broker's commissions or other fees, and to take necessary measures to collect such invoices.
- (c) it shall be Broker's responsibility to remit freight charges owed to Carrier regardless of any late payment or non-payment to Broker by Shippers.
- (d) Carrier shall look only and exclusively to Broker for payment of freight charges.

3.3 Pricing Disputes. If Carrier alleges underpayment of applicable freight rates and charges by Broker, or if Broker alleges overcharges, overcollection or receipt of duplicate payments by Carrier, notice of such claims must be given in writing by the aggrieved Party to the other Party within one hundred eighty (180) days after delivery or the first attempted delivery of the involved shipment(s) by Carrier. The Party receiving any such claim shall process it in accordance with the provisions codified at 49 C.F.R. Part 378 as of the Effective Date of this Agreement. Any civil action or arbitration proceeding with respect to such a claim shall be filed within eighteen (18) months after delivery or the first attempted delivery of the involved shipment(s) by Carrier.

4. FREIGHT DOCUMENTATION

The terms of this Agreement and any addendums thereto shall apply to all shipments tendered to motor carrier and shall take precedence over any conflicting terms contained in any bill of lading, receipt or other transportation document (Shipment Document) issued for all shipments tendered by a Shipper within the scope of the Services. Except as otherwise permitted by Customer-Specific Addenda, the shipping documents shall not show Broker as the shipper, consignee or motor carrier, and shall not show any entity other than Carrier as the carrier.

CARRIER REPRESENTATIVE INITIALS: _____

5. INSURANCE; BROKER BOND

5.1 Broker shall at all times maintain a surety bond/trust in an amount no less than \$75,000. The form and terms of the bond shall be consistent with the provisions of FMCSA Form BMC 34 as that form was in effect on January 1, 2005.

5.2 Carrier shall maintain the following minimum liability coverage at all times:

1. Commercial Auto Liability Insurance with Minimum Limit of \$1,000,000.
2. Motor Truck non scheduled Cargo Policy with Minimum Limit of \$100,000.
3. Workmen's Compensation Coverage with statutory required limits in effect.
4. General Liability Policy with Minimum Limit of \$1,000,000.

5.3 Upon either Party's request, the non-requesting Party shall furnish the requesting Party with certificates from the insurers or trustee evidencing such coverages and providing for not less than thirty (30) days' advance written notice of cancellation or non-renewal of coverage or trust, or shall cause the insurers or trustee to name the requesting Party as an additional insured or beneficiary for the sole purpose of receiving such 30-day advance written notices of cancellation or non-renewal.

6. CARGO LIABILITY

Except as otherwise provided herein, the Carrier's liability for cargo loss or damage shall be governed by the provisions of 49 U.S.C. § 14706. Claims for loss of or damage to cargo shall be filed and processed in accordance with 49 C.F.R. Part 370 as in effect on the Effective Date of this Agreement. Claims must be filed, and any litigation on such claims must be commenced, within the minimum time frames (9 months and two years, respectively) as permitted in 49 U.S.C. § 14706(e). Moreover, Carrier assumes liability as a common carrier for loss, damage to or destruction of any and all of Customer's goods or property while under Carrier's care, custody or control. Carrier shall inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, it shall notify Broker, immediately. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. Broker, shall deduct from the amount Broker, otherwise owes Carrier, the Customer's full actual loss of all claims that are not resolved within ninety (90) days of the date of the claim. Carrier shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Broker.

6.1 Sealed Trailers. All trailers utilized by Carrier to transport load(s) contracted by Broker must be locked and sealed for transit and shall remain sealed until final delivery. The seal number must be noted on the bill of lading by Carrier at time of loading.

The only exception is the case whereas Carrier is specifically authorized to haul a partial load. In this event "Partial Load" must be clearly indicated on the load confirmation by Broker.

6.2 Shipper's Load and Count. If a Shipper preloads a previously dropped trailer(s) or semitrailers and a representative of Carrier is not permitted to be present to verify cargo count or stowage adequacy during the loading process, the load shall be considered as moving on a "shipper's load and count" basis regardless of whether it is sealed or whether "SL&C" or a similar notation appears on the Uniform Receipt.

6.3 Carrier moving perishable: Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker.

CARRIER REPRESENTATIVE INITIALS: _____

6.4 Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. (this second item #2, pertaining to perishables only applies if they are being hauled)

7. REFUSED FREIGHT

In the event that a load of freight is refused at delivery the carrier must: Option 1 - Take load to a local warehouse at the directions of the Broker. Option 2. Return freight to origin. In either case, additional compensation shall be negotiated at the time, on a case by case basis, with Broker. Carrier does not have the right to decide disposition of refused freight until after 48 hrs. from the time Broker is notified of refusal.

8. INDEMNIFICATION

Carrier agrees to indemnify and hold Broker and its customers harmless from any claims or loss resulting out of an act or omission of Carrier, its employees or agents in the performance of this agreement or the services provided hereunder including loss of hours or miles or any fines or penalties as a result of Carrier being overloaded. It is the sole responsibility of Carrier to check weight of each load in a timely manner in order to prevent losses of this nature.

8.1 Hold Harmless. Carrier agrees to hold Broker harmless from and indemnify Broker for any liability resulting from loss or damage to any freight transported by carrier pursuant to this agreement and or load confirmation including all cost to defend claims. Carrier also agrees to hold Broker harmless from and Indemnify Broker for any Liability resulting from personal injury or property damage which may occur during the operations of Carrier pursuant to this agreement, including all costs to defend claims.

9. FORCE MAJEURE; LEGAL RESTRAINT

If either Broker or Carrier is prevented from or delayed in performing any of its obligations under this Agreement by reason of statutes, regulations or orders of a governmental entity (including actions taken by a court or by law enforcement officials), or because of war, terrorism, acts of God, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with Subsequent Notice of same no more than two Business Days after the onset of the conditions delaying or preventing performance.

11. CONFIDENTIALITY; BACK-SOLICITATION

Except to the extent required by law, neither Party shall disclose to third parties (other than to freight bill auditors, prospective capital providers, and outside professionals, if such parties agree to similar confidentiality terms) the terms of this Agreement, any confidential or proprietary information, Trade Secrets as that term is defined under the Georgia Trade Secrets Act., any information either Party learns about the other in the course of performing Services under this Agreement, including but not limited to software, business methods, customer lists, or the rates, valuation, origin, destination and consignee identity for any shipment within the scope of the Services. Except upon a material breach of this Agreement by Broker, Carrier shall refrain from directly soliciting freight business during the term of this Agreement, or for 24 months thereafter, from any customer of Broker which (i) was not served by Carrier prior to the Effective Date hereof and (ii) with whom Carrier had material contact during the term hereof. A violation of the restrictive covenant by Carrier shall result in payment by Carrier to Broker, as damages, a sum equal to 16% of Carrier billed revenue per shipment, but in no event less than \$150 per shipment. Such liquidated damages intended to represent estimated actual damages and are not intended as a penalty. The liquidated damages provided herein are not intended to be the exclusive remedy for a breach of the paragraph. Carrier agrees that Broker may seek any appropriate legal or equitable remedy in addition to or in lieu of liquidated damages.

CARRIER REPRESENTATIVE INITIALS: _____

12. MISCELLANEOUS

12.1. Governing Law. Except to the extent that the application of such laws is prohibited by the provisions of 49 U.S.C. § 14501(c) or other law, this Agreement shall be interpreted in accordance with the laws of the State of Georgia, disregarding any choice-of-law principle under which that State would look to the laws of another jurisdiction. Venue for any legal action related or pursuant to the Agreement shall be in a state court of competent jurisdiction located in Henry County, GA or in the applicable Federal Court for Henry County. In any such action, the prevailing party shall be entitled to applicable and reasonable attorney fees.

12.2. Notices. Any Notice required or permitted under this Agreement shall be deemed sufficient if sent by prepaid first-class mail, by a nationally recognized overnight courier, or by facsimile transmission, if such Notice is sent to the address or fax number of, and marked to the attention of the individual noted in the signatory provision of this Agreement or to any other individual designated by the Party. Notices shall be considered to have been received by the addressee Party on the third Business Day after mailing, on the first Business Day after deposit with an overnight courier, or on the day a facsimile is transmitted if the sending machine produces written confirmation of a successful transmission. Each Party may change its designated contact, or update the contact information for such individuals, by Prior Notice to the other Party in accordance with this Article 14, and without formal amendment of this Agreement under Article 12.3.

12.3. Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding of the Parties with regard to its subject matter. No prior understandings or agreements of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties before or after the Effective Date of this Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement in any way. Except as provided in Article 12.2 with regard to changes in Designated Contact information and listings, no amendment to this Agreement shall be valid unless it is set forth in writing, is marked with a unique amendment number, specifies the articles, sections and/or Attachments being amended, specifies an effective date for the amendments, and is signed by Designated Contacts of both Parties.

12.4. Severability. To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's holding, however, shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity or enforceability of any part of this Agreement in other jurisdictions.

12.5. Waiver. Neither the failure of a Party to exercise any right, power or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall be binding on either Party unless it is in writing and signed by a Designated Contact of the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a Party's rights, powers and privileges under this Agreement or at law or in equity.

12.6. Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. Assignment of this Agreement by either Party requires Prior Notice and Consent by the other Party. Neither Party shall unreasonably withhold Consent for an assignment by the other Party to an Affiliate of the assigning Party, provided that the Affiliate first agrees in writing to comply with all terms and conditions of this Agreement.

12.7. Term of Agreement. This Agreement shall remain in full force and effect for a two-year period following the Effective Date, and thereafter shall be renewed automatically on a year-to-year basis, unless and until terminated as set forth in the next sentence. Either Party has the right to terminate this Agreement at any time, with or without cause, by providing Prior Notice to the other Party at least thirty (30) calendar days in advance of the proposed termination date (unless a shorter notice period is specified in particular circumstances by particular provisions of this Agreement as amended from time to time).

CARRIER REPRESENTATIVE INITIALS: _____

If any shipment within the scope of the Services remains in transit on the effective date of a termination of this Agreement, both Parties' rights and duties under this Agreement shall remain in effect with respect to such shipment until it is delivered and all related invoices and claims are satisfied.

12.8 Counterparts. This Agreement may be executed in one or more counterparts, any and all of which shall constitute one and the same instrument.

12.9 Captions. The captions and headings set forth in this Agreement are for convenience only. They shall not be considered a part of this Agreement, nor affect in any way the meaning of its terms and conditions.

WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the Effective Date first written above.

Troy Logistics, LLC (BROKER NAME)

_____ (CARRIER NAME)

By its Designated Contact:

By its Designated Contact:

Date: _____

Date: _____

Signature: 

Signature: _____

Printed Name: David Troy

Printed Name: _____

Title: President

Title: _____

MC#: 460766

MC#: _____

Telephone: 770 305 9700

Telephone: _____

Facsimile: 404 806 4444

Facsimile: _____

Other Designated Contact(s), if any:

Other Designated Contact(s), if any:

CARRIER REPRESENTATIVE INITIALS: _____

TROY LOGISTICS
CARRIER INFO QUESTIONNAIRE

CARRIER'S LEGAL NAME: _____

CARRIER'S PAYABLE ADDRESS AND/OR ALTERNATIVE PAYEE:

FLEET INFO:
POWER UNITS: _____ VANS: _____

REEFERS: _____ FLATBED: _____

OTHER: _____

DISPATCH BASES/YARDS: _____

LANE PREFERENCES: _____

BACK HAUL LANES: _____

MC# _____

DISPATCH PHONE NUMBER: _____



***PERFORMANCE
CERTIFIED***

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement**

FORM BMC-85

Filler FMCSA Account Number: 22512

License No. MC-460766

KNOW ALL MEN BY THESE PRESENTS, that we, Troy Logistics LLC

(Name of Broker or Freight Forwarder)

of 38 Macon Street

(Street)

McDonough

(City)

GA

(State)

30253

(Zip)

as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association Inc

(Name of Trustee)

a financial institution created and existing under the laws of the State of California as TRUSTEE (hereinafter called Trustee)

(State)

do hereby hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1 day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 1st day of October, 2013

TRUSTOR

Troy Logistics, LLC
 COMPANY NAME

38 Macon Street McDonough
 STREET ADDRESS CITY

GA 30253 (770)507-4884
 STATE ZIP CODE TELEPHONE NUMBER

David Troy Managing Member
(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

TRUSTEE

Pacific Financial Association Inc
 COMPANY NAME

12707 High Bluff Dr. Ste. 200 San Diego
 STREET ADDRESS CITY

CA 92130 (800) 595-2615
 STATE ZIP CODE TELEPHONE NUMBER

Daniel J. Larson, President
(type or print Principal officer's name and title)

(Principal officer's signature)

Diane K Allen
(type or print witness's name)

(witness's signature)

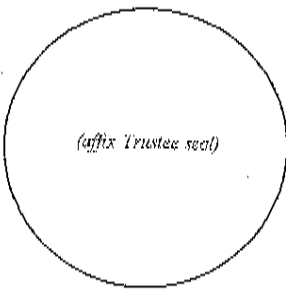
NOTICE OF CANCELLATION

This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ day of _____, 12:01 a.m. standard time at the address of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.

Date Signed

Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
TROY LOGISTICS, LLC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
38 MACON STREET

6 City, state, and ZIP code
MCDONOUGH, GA 30253

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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OR

Employer identification number

1	6	-	1	6	4	8	8	2	7
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Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶ 

Date ▶ 3/24/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.