



# LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

\*This Motor Carrier Agreement is made, and entered into, and effective this\_\_ day of\_\_\_\_\_2011 by and between the following parties: Load Delivered Logistics, LLC., an Illinois Limited Liability Company (750 N. Orleans St Suite 100 Chicago, IL) and \_\_\_\_\_ MC#\_\_\_\_\_.\*

- 1) **Carriers Operating Authority and Compliance with Law.** Carrier represents and warrants that it is duly and legally qualified to provide the transportation services contemplated herein, and Carrier agrees to comply with ALL federal, state, and local laws regarding the provision of such services. LDL and Carrier mutually desire to agree to enter into a continuing agreement for the transportation and service of regulated property as permitted by 49 USC 12101(b) and for the transportation and service of non-regulated property as well; Now, Therefore, in consideration of the mutual promises contained herein LDL and Carrier agree as follows:
- 2) **Effective Date and Term:** This agreement is to become effective on the date first written above and shall remain in effect for a period of one year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to terminate this Agreement at an time upon (30) days advance written notice to the other party.
- 3) **Specified Services:** Carriers services under this Agreement are specifically designed to meet the distinct needs of the BROKER under the specified rates and conditions set forth herein and in the Load Confirmations.
- 4) **Receipts and Bill of Lading:** Each shipment hereunder shall be evidenced by a receipt, which shall be signed by an agent or employee or Carrier and sharing the kind and quantity of product received by Carrier at origin, the name of Carrier's employee and naming the Carrier as the carrier of the shipment. Such a receipt shall be presumptive evidence of Carriers receipt of such shipment in good order and condition unless the contents of such shipment are not readily observable or as may otherwise be noted on the face of such receipt. If the Carrier, LDL or Customer elects to use a bill of lading, manifests] or other documents shall not operate as an amendment to this Motor Carrier Agreement, but shall be subject and subordinate to the terms, conditions and provisions of this MCA and, in the event they conflict with this MCA, the terms, conditions, and provisions of this MCA shall prevail and take precedence.
- 5) **Carriers Operations and Employees.** Carrier shall, as its sole cost and expense, a) furnish all equipment necessary or required for the performance of its obligations hereunder (Equipment): b)pay all expenses related, in any way, with the use and operation of the Equipment: c) maintain the Equipment in good repair, mechanical condition and appearance: and (d) utilize only competent, able and legally licensed personnel. Carrier shall have full control of such personnel and shall perform the services hereunder as independent contractor.

- 6) **Indemnity:** Carrier shall defend, indemnify and hold LDL and its Customers (“Indemnities(s)”) harmless from all fines, costs, penalties, liabilities, and claims of every kind, including attorneys’ fees, costs of suit, settlements, judgments, and all other expenses to which LDL or its customers may be subjected on account of bodily injury to persons including injury resulting death) and loss of or damage to any property whatsoever (including cargo), violation of Law, or any other claim arising out of or in connection with the transportation of property under this MCA by Carrier or the personnel, contractors, subcontractors or any other agent of Carrier. Carriers obligation to defend, indemnify and hold LDL and its Customers harmless under this provision shall not in any manner be subject to any limitation on the amount or types of damages, compensation or benefits payable by Carrier or the contractors, subcontractors or other agents of Carrier under applicable worker’s compensation acts, disability benefit acts or other employee benefit acts, and Carrier hereby specifically waives, and shall cause its independent contractors, subcontractors, and owner operators to waive any immunity any of them may have under such acts. LDL shall defend, indemnify and hold harmless from all fines, costs, penalties, and claims if every kind including attorney’s fees, cost of suit, settlements, judgments, and all other expenses to which Carrier may be subjected on account of bodily injury to persons (including injury resulting death) and loss of or damage to any property whatsoever (including cargo), violation of law, or any other claim caused by the sole gross negligence or intentional wrongful acts omissions of LDL.
- 7) **Insurance:** Carrier shall maintain at all times while this Agreement is in force the insurance in the following types and amounts: Auto Liability up to the statutory amount or higher (in no case less than \$750,000) per occurrence for death, bodily harm and damage to persons or property. Cargo Insurance in amount of not less than \$100,000 per occurrence. Workers Compensation Insurance based on statutory requirements. Load Delivered must be notified at least 30 days before any cancellation or material changes to Carriers Insurance Policies.
- 8) **Cargo Claim:** Load Delivered shall submit to Carrier written notice of any cargo claim, including loss or expenses resulting from Carriers delay in providing service, within twelve months of the delivery day of this shipment, or, if no delivery, the date of the occurrence resulting in the claim. The filing, processing and disposition of all cargo claims shall be covered by 49 C.F.R #370 et seq.
- 9) **Waiver of Carrier’s Lien:** Carrier shall not withhold any goods of a Load Delivered customer on account of any dispute as to prices or releases all liens that the Carrier might otherwise have to any goods of Load Delivered customers in the possession or control of Carrier.
- 10) **Payments:** Carrier shall make a best effort to invoice LDL within fourteen (10) days of a shipment’s delivery. Carrier will charge and Load Delivered will pay for transportation services performed under this Agreement the rates and charges as shown on load confirmations attached to and made part of this agreement and any written supplements or revisions and agreed to be Carrier and LDL. Payments by LDL will be made within (30) days (or negotiated terms) of receipt by Load Delivered of Carrier’s freight bill, bill of lading, clear delivery receipt and any other necessary billing documents enabling Load Delivered to ascertain the service has been provides at the agreed upon rate. Any and all accessorial charges must be approved by a Load Delivered Representative within 24 hours of the occurrence (i.e. lumper, detention, etc.) In no event shall Load Delivered be liable for any transportation charges for which Load Delivered did not have the primary responsibility for payment under the circumstances surrounding the involved shipment

Carrier agrees that it shall look solely to LDL for payment for any services rendered hereunder, and shall not, in any event whatsoever, contact the customer, shipper, consignor or consignee regarding payment of freight bills without the prior, express written consent of LDL.

**11) Confidentiality and Non-Solicitation:** Carrier is strictly forbidden from directly or indirectly, soliciting or do business of transportation or warehousing nature with any of LDL's customers who are services by the Carrier as a result of this Agreement unless otherwise agreed by the parties in writing. Solicitation prohibited under this agreement means participation in an conduct whether direct or indirect the purpose of which involves transportation and/or handling of property by Carrier for which Carrier does, or did in the past, provide such services for that customer under arrangements first mad or procured by LDL. Solicitation includes conduct initiated or induced by Carrier , or accepted by Carrier upon inducement by LDL's Customer.

If the Carrier its independent contractors, subcontractors, owner operators or agents at any time while this MCA is effective or within (1) year following termination of this MCA, directly or indirectly solicits or accepts LDL traffic as defined herein, LDL shall be entitled to a commission of twenty-five percent (25%) of the line haul revenue.

**12) Sub-Contract Prohibition (Double Broker):** Carrier specifically agrees that all freight tendered to it by LDL shall be transported on equipment operated only under the authority of Carrier and that Carrier shall not in any manner sub-contract, broker or in any other form arrange for the freight to be transported by a third party without the prior written consent of LDL. If the Carrier violates the Double Brokering or Sub-Contract provisions, then Carrier shall pay and Load Delivered shall be entitled to receive liquidated damages the sum of \$500 per each load double brokered or transported using substituted services.

In Witness Whereof, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

By: \_\_\_\_\_

Authorized Agent for Load Delivered Logistics

By: \_\_\_\_\_

Authorized Agent for Carrier

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

Dear Carrier Applicant:

Thank you for your interest in becoming an approved carrier for Load Delivered Logistics, LLC. The following items are necessary to complete the approval process.

- Completely fill out our **Motor Carrier Agreement**, sign and fax back to 312-649-6657. The 3-page agreement **MUST** be returned with the “CARRIER” signature included.
- Fax a copy of your **Contract Carrier Authority** to 312-649-6657.
- Have your insurance company add “**Load Delivered Logistics, LLC, 750 N. Orleans St, Suite 100, Chicago, IL 60654**” as a certificate holder on your policy.
- U.S.-based Carriers, please fax back your **FORM W-9** for taxpayer identification. Form W-9 is available at <http://www.irs.gov/pub/irs-pdf/w9.pdf>
- Canadian-based Carriers, please fax back your **FORM W-8BEN** for taxpayer identification. Form W-8 is available at <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- Other Information (if applicable)
  - ✓ Copy of your Hazardous Materials Registration
  - ✓ Canadian authorities your company holds
- To be approved as a carrier for **Load Delivered**, your DOT safety rating must be Satisfactory. If you show a **CONDITIONAL** safety rating, we will not move forward with this agreement.

Thank you. We look forward to working closely with you while building a strong working relationship and helping you to fill your capacity with high quality, profitable loads. Above all, we ask to you communicate with us where we can improve and share with us your satisfaction when we are able to demonstrate exceptional service and expertise.



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## **CARRIER PAYMENT OPTIONS:**

### **Paid-In-Full**

1. Speedy COM-Check Paid-In-Full:  
Upon Delivery, Load Delivered offers an option for payment in full via COM-Check.
  - BOL/POD/Receipts Required, please fax to (312) 649-6657
  - 3% of the total amount of the load will be deducted to cover administration expenses
  - Minimum charge is \$10
2. Standard Mail:  
Upon delivery, please send us all the requisite paperwork listed about earlier via U.S. Mail or fax and we will promptly process your payment. Our standard payment terms are net 21 days. There is no fee for standard payment.

### **Fuel Advances**

1. Load Delivered offers 40% fuel advances on all shipments. Please let your representative know at the time of booking if you would like to utilize this service and they will provide an express code upon confirmed pick up. There is a small fee associated with this option of 3% of the amount of the Fuel Advance. Example- \$1,000 line haul, 40% fuel advance would equal 400. 3% of 400 = \$12. Com check would be for \$388.

## **ACCESSORIALS:**

Load Delivered pays for all unloading, loading, gate fees etc., so long as receipt or other documentation is provided unless otherwise agreed at the time of booking. Please let your representative know immediately any occurrence of accessories so we can confirm with shipper/consignee and get a COM-check ready if need be for your driver. There is no fee for COM Checks associated with accessories.



# LoadDelivered

LOGISTICS, LLC

750 N. ORLEANS, SUITE 100—CHICAGO, IL 60654

## CREDIT INFORMATION:

### Company Information

**Company Legal Name:** Load Delivered Logistics, LLC

**SCAC:** LDLC

**Website:** <http://www.LoadDelivered.com>

**Phone:** 877.930.LOAD (5623) **Fax:** 847.509.0674

**Physical/Billing Address:** 750 N. Orleans, Suite 100—Chicago, IL 60654

**CEO:** Robert Nathan **CFO:** Jon Michelon

**Accts. Payable:** J. Kevin Green **Phone:** 847.509.0623 **E-mail:** [JKGreen@loaddelivered.com](mailto:JKGreen@loaddelivered.com)

**Documentation with Invoices:** Proof of Delivery, Lumper Receipts

**Type of Business:** 3PL/Broker **Years in Business:** 11/2007

**MC#** 629379-B **Federal ID#** 45-0582140

### Bank Information

**Name:** Cole Taylor Bank

**Phone:** 312.442.5010 **Fax:** 847.698.5701 **Account#:** 0692-79772

**Address:** 225 W Washington 8<sup>th</sup> Floor—Chicago, IL 60606 **Account Officer:** Ron Golden

**Terms:** Net 30 **D&B #:** 008973396

### Trade References

Abbyland Trucking—Abbotsford, WI

USA Truck, Inc.—Van Buren, AR

Werner Enterprises—Omaha, NE

U.S. Xpress—Chattanooga, TN

Tammy: 715.223.3402

Jennifer: 800.872.8782

Chris: 800.346.4861

Chris M: 423.510.6579

### Bond Information

**Surety Bond Holder:** Pacific Financial Association **Policy #:** 22512

On behalf of Load Delivered Logistics, I certify that we are familiar with and agree to abide by the Interstate Commerce Act, and Recodifications thereof, pertaining to the payment of transportation and related charges. I hereby grant permission to the above referenced bank and credit references to release pertinent information regarding our accounts to the carrier. Furthermore, my signature attests to the financial responsibility, ability, and willingness to pay all transportation and related charges within 30 days of the date invoiced.

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



# **LoadDelivered**

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## **CREDIT REFERENCES:**

### **Celadon Trucking Services, Inc.—Indianapolis, IN**

**Contact:** Margaret Lyles

**Phone:** 800.347.2337

### **JB Hunt Transportation—Lowell, AR**

**Contact:** Sherry Walker

**Phone:** 479.419.3954

### **Knight Transportation—Phoenix, AZ**

**Contact:** Donna Moffit

**Phone:** 602.606.6254

### **Schneider National—Green Bay, WI**

**Contact:** Dawn Kunstman

**Phone:** 920.592.3209

### **Gordon Trucking—Tacoma , WA**

**Contact:** Holly Surek

**Phone:** 800.426.8486 ext. 4271

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## **SEND FREIGHT BILLS TO:**

### **Load Delivered Logistics, LLC**

**750 N. Orleans, Suite 100—Chicago, IL 60654**

**You can also e-mail your invoices to [billing@loaddelivered.com](mailto:billing@loaddelivered.com)  
or fax them to 312.662.5926.**

Load Delivered Logistics was established in 2007. FMCSA-MC629379: Surety Bond is with Pacific Financial.

Load Delivered Logistics is a registered subscriber to Compunet Credit Services, Inc./First Advantage and D&B.  
<https://www.compunetcredit.com>

D&B # 008973396

## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Load Delivered Logistics, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <span style="float: right;"><b>C</b></span>	
	<input type="checkbox"/> Other (see instructions) ▶ <span style="float: right;"><input type="checkbox"/> Exempt payee</span>	
Address (number, street, and apt. or suite no.) <b>750 N. Orleans, Suite 100</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Chicago, IL 60654</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is 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.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

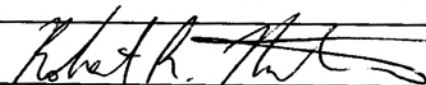
<b>Social security number</b>	
[ ] [ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
<b>Employer identification number</b>	
4 5 - 0 5 8 2 1 4 0	

**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).

**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 4.

<b>Sign Here</b>	Signature of U.S. person ▶ 	Date ▶ <u>1/17/11</u>
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**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 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.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

B. M. C. 85  
FILER FMCSA  
ACCOUNT NO. 22512

Approved by OMB  
2126-0017  
License No.  
MC- 629379

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906  
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we Load Delivered Logistics LLC

of 666 Dundee Road #103 Northbrook, IL 60062  
(Street) (City) (State) (Zip code)

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  
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) 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 a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration 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 a licensed Property Broker 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:

1. 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.
2. 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.
3. 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.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), 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 Trustor 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 Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
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.


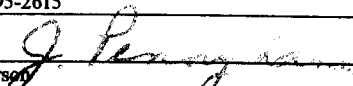
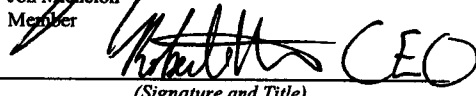

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

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 14 day of Jan, ~~2009~~ <sup>2008</sup>, 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 Trustor and Trustee have executed this instrument on the 9 day of Feb, ~~2009~~ <sup>2010</sup>.

TRUSTOR		TRUSTEE	
Name	<u>Load Delivered Logistics LLC</u>	Name	<u>PACIFIC FINANCIAL ASSOCIATION, INC.</u>
Address	<u>666 Dundee Road #103 Northbrook, IL 60062</u>	Address	<u>12707 High Bluff #200 San Diego, CA. 92130</u>
Telephone No.	<u>(847)509-0623</u>	Telephone No.	<u>(800)595-2615</u>
By	 <u>Jon Michelson</u> Member	By	 <u>J.P. Larson</u> President
Witness	 <u>CEO</u> (Signature and Title)	Witness	 <u>Shaun Carlson</u> (Signature and Title)

Only financial institutions 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

#### NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ IS HEREBY CANCELED 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

