

MOTOR CARRIER PROFILE

Dear Carrier Partner

To be certain we have an accurate profile of your organization and full knowledge of your transportation services and needs, complete the carrier profile below and return all required documents.

RETURN ALL CARRIER SET UP PAPERWORK TO FAX: (281) 810-9160

REQUIRED DOCUMENTS

- ✓ Certificate of Insurance with **GUFFEY & SON LOGISTICS LLC** listed as an "Additionally Insured".
- ✓ Copy of Workmen's Compensation and or Occupational/Accidental Policies
- ✓ I.C.C. Operating Authority
- ✓ IRS W9 - Signed / Dated
- ✓ Certificate of Canadian Authority
- ✓ Signed Carrier Contract
- ✓ Completed Carrier Profile
- ✓ Completed Safety Evaluation Form (**Unrated Carriers**)
- ✓ New entrant Safety Audit Report (**Unrated Carriers**)
- ✓ **CARB** Compliance Certificates.

Minimum Insurance Coverage
for Motor Carriers is:

CARGO - \$100,000
BI / PD - \$1,000,000

CARRIER PROFILE

Legal Company Name DBA

Physical Address

City State Zip
 () -
 Telephone Facsimile

Do you **FACTOR** your receivables through a 3rd party factoring company? Yes ☐ No ☐ . If "YES" please list contact information below.

Factoring Company Name Contact
 () -
 Telephone Facsimile

Physical Address

City State Zip

LIST THE FOLLOWING CONTACTS

Dispatch Telephone
 () -

Dispatch (After Hours) Telephone
 () -

MC # DOT#

SCAC Federal ID #

Equipment List

Van Reefer Flats SD DD / RGN



GUFFEY & SON LOGISTICS LLC

402 Tresch Court

Webster, Texas 77598

Phone: (888) 509-7322

Fax: (281) 810-9160

MOTOR CARRIER PAYMENT POLICY

Dear Carrier Partner,

GUFFEY & SON LOGISTICS LLC prides ourselves in quick payments to our motor carriers. Enclosed you will find the procedures necessary to process your invoice quickly and efficiently. Motor Carriers are compensated within 30 days after receipt of **CARRIER INVOICE** along with the **ORIGINAL SIGNED BOL**.

Fax All Load Paperwork, Receipts and Invoice To: (281) 810-9160

REMITTANCE ADDRESS

GUFFEY & SON LOGISTICS LLC

402 Tresch Court

Webster, Texas 77598

Phone: (888) 509-7322

Fax: (281) 810-9160

PAYMENT ADVANCE POLICY: There will be a charge for all advances and/or COD as follows:

- Fee for Advance is **5%** of the advance amount or **\$45.00**, whichever is higher.
- Fee for an Advance and COD is **5%** of the base rate.
- Fee for COD is **4%** of the base rate.

PAYMENT POLICY: Every effort will be made to pay carrier invoices within 21-30 days of invoice receipt, provided the **BILL OF LADING'S** include the following:

- They are **Clearly Signed**
- All copies are **Legible**
- No notice of claim has been given – **BOL's "Free Of Discrepancies"**
- A **Signed Rate Confirmation** has been returned
- Invoice is mailed or faxed to the **GUFFEY & SON LOGISTICS** offices.
- Occasionally original bills must be provided instead of copies and carrier will be notified of this in the load confirmation.

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT

This agreement dated ____ / ____ / ____, between **GUFFEY & SON LOGISTICS, LLC** of **402 TRESCH COURT, WEBSTER, TEXAS 77598**, hereinafter referred to as **BROKER**, and _____, hereinafter referred to as **CARRIER**.

IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED:

- **BROKER** is a transportation property broker, duly authorized by the Federal Motor Carrier Safety Administration (**FMCSA**), operating under license **MC 855648** to arrange for the transportation of property by motor carrier on behalf of a motor carrier, consignor or consignee, and sufficiently controls the transportation of the commodities to be tendered to carrier under this agreement.
- **CONTRACT CARRIER** is a motor carrier of property duly authorized by the Federal Motor Carrier Safety Administration under Permit No. **MC#** _____ to provide compensated contract transportation of property for shippers (Consignors) and receivers (Consignees) of General Commodities, and holds itself out to the public as such.
- **BROKER**, as an independent contractor, serves many shipper customers on a continuing basis which have individually and/or collectively varying and distinct transportation needs for shipments between and among various geographic points throughout the United States, and between the United States, Canada, and/or Mexico which from time to time require dedication of equipment, refrigerated, containerized, bulk or other specialized equipment, short notice driver/equipment availability, driver loading/unloading requirements, loading/delivery scheduling, detention, overnight and weekend layover, LTL/TL or LCL/CL service, variable traffic/shipment levels, protective service, stops in transit, direct dispatch, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling or spotting trailers, priority traffic and expedited service, special credit and payment terms, as well as electronic data interchange (EDI), and for those reasons **BROKER**, both derivatively and for itself, has unique, distinct and continuing transportation service needs throughout the United States, and must necessarily also enter into similar pattern motor contract carriage agreements with more than one motor contract carrier in order to serve the varied, special, distinct and continuing transportation needs of itself and of its several shippers from origins to destinations throughout the United States, Canada and/or Mexico which form an integral part of the **BROKER'S** customer base.

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT

- **CARRIER** recognizes the special, distinct, varying and continuing transportation needs of the **BROKER** and its customer base of shippers, and in order to serve a portion, if not all, of those transportation needs, **CARRIER** desires to provide motor contract carriage to **BROKER** under a continuing agreement designed to meet various and special transportation needs of **BROKER** and its shipper customers as part of a larger integrated scheme of transportation services arranged by **BROKER** between many shipper and carrier customers.
- **CARRIER** acknowledges that as a single motor contract carrier it may not be able to reliably and continually serve the broad range of **BROKER'S** shipper customers' transportation service needs and demands throughout the United States, and in the aggregated multiple motor contract carriage agreements can and do serve all of **BROKER'S** customer base of shippers, and this Agreement may be one of a number of such continuing agreements.
- **BROKER** and **CARRIER** understand this **AGREEMENT** does not bind the respective parties to mutually exclusive services to each other, and that **BROKER** may enter into similar agreements with other carriers, and **CARRIER** may enter into similar contract carriage agreement with other brokers and/or shippers.
- **BROKER** shall diligently solicit, obtain and maintain shipping customers having freight traffic shipments in need of transportation, and shall tender freight traffic shipments to **CARRIER** for transportation, and **CARRIER** shall transport by motor vehicle from and to such points between which service may be required, such as quantities of authorized commodities as **BROKER** may require without delay, subject to the availability of suitable equipment for the traffic tendered and the specific shipment instructions, all in accordance with the terms and conditions of this **AGREEMENT**.

BROKER'S OBLIGATIONS

- **BROKER** shall tender a series of at least one (1) shipments of freight per year to **CARRIER** for transport on a continuing basis during each year this Agreement remains in effect.
- **BROKER** shall pay **CARRIER** for the transportation of freight under this Agreement, in accordance with contract rates, not later than thirty (30) days from the receipt by **BROKER** of **CARRIER'S** invoice covering such transportation, subject to the provisions contained in Paragraphs (23) and (24).

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT**CARRIER'S OBLIGATIONS**

- **CARRIER** shall provide transportation for the tendered freight and shall provide a bill all charges for transportation services directly to **BROKER**. **CARRIER** shall provide **BROKER** with original signed **BILLS OF LADING (BOL)** and proof of delivery receipts as evidence of such services.
- **CARRIER** shall furnish, when capabilities are developed, via electronic data interchange (EDI), periodic transmissions of data elements on each shipment and receipt in format specified by the U.S. Electronic Data Interchange Standards published by the Transportation Data Coordinating Committee, or its successors, as well as similar data elements for automated payment of freight bills.
- **CARRIER** shall issue a Uniform Straight Bill of Lading in its own name, and shall assume full and complete responsibility and liability, regardless of the fault of any person, for any and all loss and damage to, or delay of, any shipment while in possession or control of **CARRIER** under its terms, provided however, where the terms and conditions specified in this **AGREEMENT** conflict with those in the Uniform Straight Bill of Lading, the terms and conditions specified in this **AGREEMENT** shall prevail. All claims for loss, damage, delay and salvage shall be processed and adjusted in accordance with the regulations of the ICC as published in 49 C. F.R. Part 1005. The liability under this **AGREEMENT** shall be for the full value of the property lost or damaged. Full value of lost or damaged items shall mean replacement cost established by trade sale or other invoice documentation, plus any additional transportation costs.
- **CARRIER** shall comply with the financial responsibility requirements of the appropriate federal and state laws and regulatory agencies through which it is authorized to operate. **CARRIER** shall maintain primary cargo insurance in the amount equal to the full value of the maximum quantity of goods expected to be transported at any one time under this **AGREEMENT**, but in no event in an amount less than \$100,000.00 per shipment, to compensate **BROKER**, consignor or consignee for any and all loss or damage to property which was placed in possession or control of **CARRIER** in connection with transportation services under this **AGREEMENT**. **CARRIER** shall also maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with its activities and operations in connection with transportation services under this **AGREEMENT**, but in no event in amounts less than those prescribed by applicable statutes and regulations of the Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**).

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT

- **CARRIER** shall maintain workers' compensation coverage for all personnel employed by **CARRIER** in connection with its transportation operations and services under this **AGREEMENT**. **CARRIER'S** cargo and liability insurance shall comply with Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**) requirements in all respects, and shall be in form required by 49 C.F.R. Part 13906(a), with no exclusions or restrictions which would not be accepted by the Federal Motor Carrier Safety Administration (**FMCSA**), and Department of Transportation (**DOT**) for a filing under the statutory or regulatory requirements, but shall be, in all respects, identical to insurance filed in accordance with the cited regulation.
- **CARRIER** agrees that its cargo and liability insurance policies shall require the insurance carrier(s) to give **BROKER** upon request, copies of insurance policies and standard Certificate(s) of insurance for both the cargo and the liability risks and **CARRIER** shall instruct its insurance carrier to provide **BROKER** thirty (30) days written notice of any modification or termination of such insurance policies.
- **CARRIER** shall defend and hold **BROKER** harmless from, and indemnify **BROKER** for any and all liability or claims for loss or damage to any freight in the possession and/or control of **CARRIER** in connection with transportation under this Agreement, and any and all liability or claims for personal injury or death or property loss or damage arising out of the acts or omissions of **CARRIER** its employees, independent contractors or agents in providing transportation under this Agreement.
- **CARRIER'S** obligation under this **AGREEMENT** shall include liability for payment of any and all costs and/or fees incurred by **BROKER** in the adjustment or defense of any claim for cargo loss or damage and/or claim for personal injury or death or property loss or damage arising out of transportation operations and services under this **AGREEMENT**.
- **CARRIER** agrees that its obligation to defend, indemnify and hold harmless the **BROKER** from and against any and all claims and liabilities resulting from or arising out of transportation operations and services under this **AGREEMENT** shall survive any termination of this **AGREEMENT**.
- **CARRIER**, at its sole cost and expense, shall furnish all equipment required for services hereunder and shall maintain all equipment in clean condition, good repair and working order. **CARRIER**, at its sole cost and expense, shall employ for its services hereunder only competent and properly licensed personnel who shall be well trained in the care, safety and response procedures applicable to shipments being handled and transported. Without the prior written consent of **BROKER**.

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT

- **CARRIER** shall not cause or permit any shipment tendered hereunder to be brokered to or transported by any other motor carrier, or in substituted service by railroad or other modes of transportation.
- **CARRIER** shall comply with all applicable regulations as set forth by its regulating federal agencies including the Federal Motor Carrier and Safety Administration (FMCSA), Department of Transportation (DOT) and all state laws, regulations, ordinances applicable to the operations of a motor carrier.

LIENS NOT ALLOWED / SET-OFF PERMITTED

- **CARRIER** shall neither have nor claim any lien rights on or against any property transported under this **AGREEMENT**. However, should a consignor or consignee notify **BROKER** of a claim for loss or damage to property transported by **CARRIER** under this **AGREEMENT**, **BROKER** shall promptly give **CARRIER** written notice of such claim and **CARRIER** shall have thirty (30) days to attempt to resolve the claim with **BROKER'S** customer. In the event **CARRIER** cannot resolve such claim within such time, **CARRIER** agrees that **BROKER** and consignor/consignee shall have the right to set-off that claim amount from any freight charge payments due **CARRIER**.

AGREEMENT FULFILLS REQUIREMENTS FOR CONTRACT CARRIAGE

- **CARRIER** and **BROKER** agree that transportation services under this **AGREEMENT** are to be performed as contract carriage in compliance with 49 U.S.C. Parts 13902(d)(B) and 14101(b) by providing specialized services or equipment designated to meet the distinctive needs of **BROKER** or of the consignor and consignees which form **BROKER'S** shipper customer base. Such services shall include, when applicable, but shall not be limited to those services described in Paragraph (3) above.
- **CARRIER** and **BROKER** intend and recognize that this **AGREEMENT** fulfills any and all applicable legal requirements for contracts for contract carriage, and enter into it for such purpose. Whether or not **CARRIER** is also authorized to operate, or does operate, as a common carrier, each and every shipment tendered to **CARRIER** by **BROKER** shall be deemed to be a lender to **CARRIER** as a motor contract carrier and shall be subject only to the terms of this **AGREEMENT** and the provisions of law applicable to motor contract carriage.

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT**FORCE MAJEURE**

- Neither party hereto will be liable for the failure to tender or timely transport freight under this **AGREEMENT** if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil or military authorities or other circumstances beyond its control.

DISPUTE RESOLUTION AND JURISDICTION

- The parties agree and understand that this **AGREEMENT** shall be governed by the Surface Transportation Act (49 USC 13101 et. seq.) where applicable and otherwise by the laws of the State of Texas, both as to interpretation and performance and any and all actions for any and every breach of this contract shall be instituted and maintained in any court of competent jurisdiction sitting in the County of Harris, State of Texas.

INDEPENDENT CONTRACTOR

- The relationship of the **BROKER** to the **CARRIER** shall, at all times, be that of an independent contractor, provided however, that **BROKER** shall be the agent of the **CARRIER** for receipt and collection of freight charges and fees, and **CARRIER** hereby authorizes and appoints **BROKER** as its agent for such purposes.
- In the event that after movement and delivery of freight, the ultimate obligor for payment of freight charges and fees becomes bankrupt, or for any reason defaults on its obligation to pay freight charges and fees which **BROKER** had already paid to **CARRIER**. **CARRIER** agrees that all its right, title and interest in such charges and fees shall be, and hereby are, transferred, subrogated and assigned to **BROKER** for the purposes of collection and recovery from the responsible party(s).

EFFECTIVE DATE AND TERMINATION

- This **AGREEMENT** is to become effective on the date first written above, or to the extent applicable, upon the date which **CARRIER** and **BROKER** commenced doing business together, whichever is earlier, and shall remain in effect for a period of one (1) year from such date, and shall automatically renew from year to year thereafter, subject to the right of either party to cancel or terminate the **AGREEMENT** at any time upon thirty (30) days advance written notice from one party to the other.

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT**BACK SOLICITATION**

- **CARRIER** and **BROKER** agree that **BROKER**, at great expense, has developed a broad customer and vendor base that is essential to the successful operation of the **BROKER**. **CARRIER** and **BROKER** agree that disclosure of the identity of **BROKER** customers to **CARRIER** constitutes valuable consideration. During the term of this **AGREEMENT** and for a period of one **(1)** year from the time of the termination of this **AGREEMENT**, **CARRIER** shall not, directly or indirectly, solicit or do business of a transportation nature with any of **BROKER'S** customers who are serviced by **CARRIER** as a result of this **AGREEMENT** unless otherwise agreed by the parties in writing.
- Solicitations prohibited under this **AGREEMENT** including those set forth above, means participation in any conduct, whether direct or indirect, the purpose of which involves transportation of shipper traffic by the **CARRIER** for which the **CARRIER** does, or did in the past, provide transportation services for that shipper traffic under arrangements first made or procured by **BROKER**. Solicitation includes conduct initiated or induced by **CARRIER**, or accepted from or through others in any way related to or affiliated with the **CARRIER**.
- If **CARRIER** should perform services of a transportation nature for compensation for any **BROKER** customer as defined below without prior authorization from **BROKER** during the time period set forth above in violation of this **AGREEMENT**, **CARRIER** shall pay **BROKER** within **TEN (10) DAYS** of each such violation an amount equal to **FORTY (40%)** of all revenues invoiced **BROKER** customers by **CARRIER**.
- **BROKER** shall identify its customers to **CARRIER** as each first load from each customer is tendered to **CARRIER**. **CARRIER'S** acceptance of the load and movement of the freight will acknowledge that this new customer is a **BROKER** customer. **CARRIER** has **TEN (10) DAYS** after such "first load" moves to challenge, in writing, why the customer should not be considered a **BROKER** customer. In any case of challenge, **BROKER** and **CARRIER** will agree in writing exactly how this customer will be handled.

SEVERABILITY

- If any part of this **AGREEMENT** is determined by competent public authority or court to be contrary to the laws or regulations of any application jurisdiction, then such invalid or unenforceable provision shall be severed from this **AGREEMENT**; however, such determination shall not in any way affect the validity of any other provisions of this **AGREEMENT**.



GUFFEY & SON LOGISTICS LLC

402 Tresch Court

Webster, Texas 77598

Phone: (888) 509-7322

Fax: (281) 810-9160

PROPERTY BROKER | MOTOR CARRIER TRANSPORTATION AGREEMENT

COMPLETENESS AND AMENDMENTS

- The provisions contained in this **AGREEMENT** properly express the complete **AGREEMENT** and understanding between the parties, including those contained in all prior agreements or understanding whatsoever expressed or implied. This **AGREEMENT** may not be changed, waived or modified except by written agreement signed by **CARRIER** and **BROKER** stating that such writing in an amendment to this **AGREEMENT**. However, the signatures of the parties shall not be required on the FAX transmitted "**LOAD CONFIRMATIONS**" described above.

ASSIGNABILITY AND OBLIGATIONS OF SUCCESSORS

- Neither party to this **AGREEMENT** may assign its rights or obligations under this **AGREEMENT** without the express written consent of the other party.

This **AGREEMENT** shall be binding upon the parties hereto, their legal representatives, successors, heirs and authorized assigns.

IN WITNESS WHEREOF, authorized representatives of the parties have executed this **AGREEMENT** in two counterpart originals on the date stated at the top of page one.

GUFFEY & SON LOGISTICS LLC

Carrier: _____

402 Tresch Court **Authorized Party:** _____

Webster, Texas 77598 **Address:** _____

Phone: (888) 509-7322 **City, State, Zip:** _____

Fax: (281) 810-9160 **Phone:** (_____) _____ - _____

CARB TRU AMMENDMENT

This addendum to the Broker - Carrier Transportation Agreement ("**CONTRACT**") dated _____, 20____, and executed between **GUFFEY & SON LOGISTICS LLC**, ("**BROKER**") and _____ ("**CARRIER**") assigned California Air Resources Board Identification Number _____.

To the extent that any shipments subject to the **CONTRACT** are transported within the State of California, **CARRIER** warrants that:

- All trailers, including both dry-van and refrigerated equipment it operates and the Heavy Duty Tractors that haul them within California under this **CONTRACT** are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; and
- All refrigerated equipment it operates within California under this Agreement is in full compliance with the California Air Research Board Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ACTM) regulations. **CARRIER** shall defend, indemnify, and hold **GUFFEY & SON LOGISTICS LLC** harmless from and against any penalty, liability, expense (including administrative costs and attorney fees) and other costs imposed on **GUFFEY & SON LOGISTICS LLC** resulting from or arising out of **CARRIER**'s failure to strictly comply with the requirements of this C.A.R.B. Addendum.
- In the event **GUFFEY & SON LOGISTICS LLC** receives notice of a "non-compliance" fine related to the services provided by **CARRIER**, **GUFFEY & SON LOGISTICS LLC** may deduct those amounts from any and all load proceeds to satisfy the levied charges. **CARRIER**'s obligation under this paragraph to defend, hold harmless, and indemnify **GUFFEY & SON LOGISTICS LLC** shall survive any termination of the **CONTRACT**.

GUFFEY & SON LOGISTICS LLC

402 Tresch Court

Webster, Texas 77598

Phone: (888) 509-7322

Fax: (281) 810-9160

Carrier: _____**MC #:** _____**Address:** _____**City, State, Zip:** _____**Phone:** (_____) _____ - _____



GUFFEY & SON LOGISTICS LLC

402 Tresch Court

Webster, Texas 77598

Phone: (888) 509-7322

Fax: (281) 810-9160

WORKMANS COMPENSATION CERTIFICATE OF ELECTION

ATTENTION: MOTOR CARRIER COMPLIANCE

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the State of Texas. The firm named below certifies that it has no employees. The firm named below certifies that it uses independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are not other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

AGREEMENT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work.

Authorized Signature

Title

Trucking Company

FMCSA MC #



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

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

SERVICE DATE
February 28, 2014

LICENSE

MC-855648-B

U.S. DOT No. 2478725
GUFFEY AND SON LLC
WEBSTER, TX

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

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

Filer FMCSA Account Number: 22512

License No. MC-855648

KNOW ALL MEN BY THESE PRESENTS, that we, GUFFEY AND SON LLC
(Name of Broker or Freight Forwarder)

of 402 Tresch Court Webster, TX 77598
(Street) (City) (State) (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)

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:

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 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.
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 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.

FORM BMC-85 Revised 09/26/2013

OMB No.:2126-0017 Expiration: 01/31/2014

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 7th day of February, 2014, 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 10 day of February, 2014.

TRUSTOR

GUFFEY AND SON LLC
COMPANY NAME

402 Tresch Court
STREET ADDRESS

Webster
CITY

TX
STATE

77598
ZIP CODE

(281)810-9161
TELEPHONE NUMBER

Michael S Guffey, 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
STREET ADDRESS

San Diego
CITY

CA
STATE

92130
ZIP CODE

(800) 595-2615
TELEPHONE NUMBER

Daniel J. Larson, President

(type or print Principal officer's name and title)

(Principal officer's signature)

B. Diane Yeschenko

(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 those obligations.

