

Whitt Logistics LLC

P O Box 3290

Port Aransas, TX 78373

Phone: 888-488-0518 or 361-749-1883

Fax: 361-749-1873

We are looking forward to working with your company. Before any loads can be dispatched, we need the following information in our office:

1. Completed Carrier Info Sheet
2. Signed and Completed Broker-Carrier Agreement
3. Completed W-9
4. Copy of operating authority
5. Certificate of Insurance (cargo and liability), showing Whitt Logistics LLC as a certificate holder

For prompt payment, please send all freight bills, including our load reference number, along with all original signed shipping tickets to address listed above.

****You may also email your billing to accounting@whittlogistics.com

WHITT LOGISTICS LLC

MAILING ADDRESS:

**P O Box 3290
PORT ARANSAS, TX 78373**

PHONE: 888-488-0518

FAX: 361-749-1873

MC#: 805818

FEDERAL ID#: 46-1273984

BANK REFERENCE:

**AMERICAN BANK, PORT ARANSAS, TX
PHONE: 361-749-7450**

CARRIER REFERENCES:

**ETS TRUCKING Co., CARROLLTON, TX
PHONE: 972-466-0410 CONTACT: ANDRE**

**FLANARY & SONS TRUCKING, CHURCH HILL, TN
PHONE: 423-357-8357 CONTACT: ANDRE**

**CUSTOM CARTAGE, ANTLERS, OK
PHONE: 580-587-2024 CONTACT: LARRY**

**POWELL TRANSPORTATION, COLUMBIA, MS
PHONE: 800-258-7312 CONTACT: SHELLY**

**JRK TRUCKING, INC., CANTON, TX
PHONE: 903-829-5900 CONTACT: JODIE**

**JSLM CATTLE Co & TRUCKING, BISMARCK, ND
PHONE: 701-220-0985 CONTACT: JULIE**

P O Box 3290
Port Aransas, TX 78373

Phone 888-488-0518
Fax 361-749-1873

Whitt Logistics LLC

CARRIER INFO SHEET

Carrier Name: _____

Address: _____

Phone: _____ Fax: _____

Remittance Address (if different): _____

Dispatch Contact: _____ A/P Contact: _____

Phone: _____ Phone: _____

Email address: _____ Email address: _____

Would you like to be notified of available loads via email? _____

MC# _____ DOT# _____ SCAC Code _____

Safety Rating: _____ Federal ID# _____

Sole Proprietor _____ Partnership _____ Corporation _____ LLC _____

Type and # of Equipment:

Flat _____ Van _____ Step Deck _____ Other _____

Insurance Information:

Name _____ Contact: _____

Address _____

Phone _____ Fax _____ Email _____

References:

Company _____ Contact _____

Phone _____ Fax _____

Company _____ Contact _____

Phone _____ Fax _____

Company _____ Contact _____

Phone _____ Fax _____

Return via fax to 888-785-7839 or email accounting@whittlogistics.com

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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

Whitt Logistics LLC
P O Box 3290
Port Aransas, TX 78373

City, state, and ZIP code

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.

Social security number

				-							
--	--	--	--	---	--	--	--	--	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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 ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

BROKER/CARRIER AGREEMENT

This Broker/Carrier Agreement is being entered into by and between Whitt Logistics LLC (hereinafter referred to as "BROKER", and _____ (hereinafter referred to as "CARRIER") as defined below, on this _____ day of _____, 20_____.

I. PARTIES

A. Whitt Logistics LLC is the "Broker" as that term is defined under 49 U. S. C. § 13102(2) or any regulation, amendment or renumbered law by which the United States or any agency thereof defines a trucking broker and any applicable federal or state regulations, statutes, decisional law or administrative law. BROKER will arrange for the freight tendered or any agency thereof defines a trucking broker and any applicable federal or state regulations, statutes, decisional law or administrative law. BROKER will arrange for the freight tendered by a shipper to be transported by CARRIER under the means, manner, method, and terms selected by the shipper or CARRIER, but BROKER is not engaged in the business of and will not act as a "Carrier," "Motor Carrier," or "Freight Forwarder," as those terms are defined under 49 U.S.C. § 13102, and BROKER is not engaged in the business of and will not act as a "Rail Carrier" as that term is defined under 49 U.S.C. § 11706. by a shipper to be transported by CARRIER under the means, manner, method, and terms selected by the shipper or CARRIER, but BROKER is not engaged in the business of and will not act as a "Carrier," "Motor Carrier," or "Freight Forwarder," as those terms are defined under 49 U.S.C. § 13102, and BROKER is not engaged in the business of and will not act as a "Rail Carrier" as that term is defined under 49 U.S.C. § 11706.

B. _____ is the "CARRIER", and hereby agrees to transport freight identified by BROKER as requiring transportation services.

C. BROKER and CARRIER will sometimes be referred to collectively as "The Parties".

II. RECITALS

1. Term – The term of this Agreement shall be one (1) year, commencing on the date listed above. If not cancelled by one of The Parties, the Agreement shall automatically renew itself for consecutive one year terms. The Agreement can be terminated at any time by either of The Parties with thirty (30) days written notice to the other party, provided all balances are settled, and the termination can be with or without cause.

2. CARRIER warrants that at all times during this Agreement it will act as a "motor carrier," as that term is defined under 49 U. S. C. § 13102 and any applicable federal or state regulations, statutes, decisional law, or administrative law. CARRIER further warrants that at all times during this Agreement it will remain licensed and authorized by the Department of Transportation to provide interstate transportation services under license number _____, and warrants that it will maintain insurance or otherwise demonstrate financial responsibility in accordance with all applicable federal and state regulations. CARRIER will notify BROKER immediately if its federal Operating Authority is revoked, suspended, or rendered inactive for any

 _____

reason; and/or if it is sold, or if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, suspended, or revoked for any reason. CARRIER agrees to maintain a U.S. DOT safety rating or evaluation of "fit," "satisfactory," or whatever is the highest rating described by the U.S. DOT, FMCSA, CSA, or equivalent governmental agency authority or evaluation method for the duration of this Agreement. Any change in CARRIER's safety rating requires immediate notification to BROKER.

3. BROKER warrants that it is licensed to arrange for the transportation of freight pursuant to license MC 805818, but that it does not transport freight, and that it will maintain such authority as required by all applicable federal and state laws and regulations throughout the course of this Agreement. BROKER also warrants that it will maintain a surety bond or trust fund agreement as required by the Federal Motor Carrier Safety Administration in the amount of \$75,000.00 or in such amount as may be amended from time to time and furnish CARRIER with proof of same upon request.

4. **Shipper-Broker Relationship** - The Parties agree that BROKER at all times will be acting as an independent contractor, and not an employee, agent, or principal or a shipper.

5. **Broker-Carrier Relationship** – CARRIER agrees and acknowledges that as the motor carrier transporting a shipper's freight pursuant to this Agreement, it is an independent contractor, and not an employee, agent, or principal of BROKER. CARRIER further agrees and acknowledges that its employees and agents, including the driver or drivers transporting the freight, are not the employees or agents of BROKER, and that BROKER does not control or have the right to control the CARRIER, its employees, agents, drivers, or any person or entity associated with the CARRIER. The Bill of Lading must show CARRIER as motor carrier. BROKER will not be listed on the carrier bill of lading. Such a listing will not change BROKER's status as a property broker or CARRIER's status as a motor carrier. In no event shall the BROKER be listed or referenced on or be a party to the bill of lading.

5. **Broker Responsibilities** - BROKER shall pay CARRIER for services rendered in an amount equal to the rates and charges agreed to as set forth in Appendix A upon receipt of payment from the shipper. As a condition precedent to payment, CARRIER must submit proof of delivery with its invoices, and the invoices must reflect that CARRIER delivered the freight to its final destination. BROKER agrees to arrange for the transportation of shipper's freight with CARRIER pursuant to the terms of this Agreement. The Parties agree that BROKER's responsibilities under this Agreement are limited to arranging for the transportation of a shipper's freight with CARRIER, and not actually performing the transportation services, possessing the freight, or controlling the means or methods of transportation. The Parties agree that BROKER is responsible for invoicing and receiving funds from the shipper. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges. BROKER agrees to pay carrier within thirty (30) days of receipt of CARRIER's freight bill, bill of lading, and delivery receipt without regard to receiving payment from shipper.

6. **Insurance** – CARRIER shall furnish BROKER with a Certificate(s) of Insurance providing thirty (30) days advanced written notice of cancellation or termination; and unless otherwise agreed, subject to the following minimum limits; General liability, \$1,000,000; commercial auto liability (including hired and non-owned

 _____

vehicles), \$1,000,000; cargo damage/loss, \$50,000; workers' compensation with limits required by law. Except for higher coverage limits which may be specified above, the insurance policies and financial responsibility shall comply with minimum requirements of the Federal Motor Carrier Safety Administration and any other applicable regulatory state agency. Nothing in this Agreement shall be construed to avoid CARRIER's liability due to any exclusion or deductible of any insurance policy or to limit CARRIER's liability for contribution and/or indemnification and defense of the BROKER. A MCS-90 endorsement will be part of any insurance policy obtained by CARRIER, and all proper filings, including but not limited to the BMC-90 will be made with the applicable federal and state agencies. CARRIER hereby assumes the liability of a motor carrier as provided in § 11707 of Title 49 of the United States Code as well as the Carmack Amendment and all other applicable law relating to the liability of a Motor Carrier for Cargo Loss, and all claims for loss, damage and/or salvage will be handled and processed in accordance with that law.

7. Indemnification – CARRIER will indemnify and hold harmless BROKER, its employees, officers, directors, agents, principals, and assigns from liability, settlements, judgments, verdicts, attorney fees or expense of any nature whatsoever arising out of any claims, demands, or suits against BROKER which in any way relate to a claim of BROKER's liability or culpability in the actions of CARRIER, including negligent or improper hiring or retention of the CARRIER, its employees (statutory or otherwise), agents, principals, officers, directors, or anyone acting by or for CARRIER, for any aspect of the transportation of freight, public liability, personal injury, bodily injury, emotional or mental distress, wrongful death, loss of consortium, cargo liability, or any claim or cause of action recognized by any state, municipality, county, or any jurisdiction, Administrative Agency, or the Government of the United States.

8. No Broker Liability – CARRIER agrees and acknowledges that BROKER will not be liable to a shipper for any act or omission of the CARRIER or any of its "employees" which transport a shipper's freight, as the term "employee" is defined under 49 C.F.R. §390.5 or for any of Carrier's Agents, Principals, Assigns or Subcontractors. CARRIER thus agrees and acknowledges to indemnify and hold harmless BROKER for any cargo loss or damage, or for delay in the delivery of a shipper's freight, or for any actual or consequential damages resulting therefrom. CARRIER shall defend, indemnify, and hold BROKER and its shipper customer harmless from any claims, actions, or damages, arising out of its performance under this Agreement, including cargo loss and damage, theft, delay, damage to property, and personal injury or death, arising out of its performance hereunder. Neither Party shall be liable to the other for any claims, actions, or damages due to the negligence, culpable conduct or intentional act of the other Party, or the shipper. The obligation to defend shall include all costs of defense as they accrue.

9. No Broker Control – The Parties agree that BROKER will not assert any control nor have any right to control over a shipper's freight, including but not limited to, taking possession of a shipper's freight, and BROKER shall not direct or control the routes taken by CARRIER in the transportation of shipper freight.

9. Non-Solicitation of Shippers – CARRIER agrees that it will not directly or indirectly conduct business with any shipper whose freight was transported pursuant to this Agreement for a period of one (1) year beginning with the last day such service was performed for that shipper. The Parties agree that a breach of this provision shall entitle BROKER to fifteen (15) percent commission for all transportation revenue within the one year.

AW / _____

10. **Unauthorized Re-brokering** – CARRIER specifically agrees that all freight tendered to it through BROKER shall be transported on equipment operated only under the authority of the 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 specific written consent of BROKER.

11. **Governing Law** – All issues concerning the construction, interpretation, validity, and enforceability of this Agreement, and any other dispute arising out of this Agreement, whether in a court of law or in alternative dispute resolution, shall be governed by and construed and enforced in accordance with the laws of the State of Texas, including applicable statutes of limitations under Texas law, without giving effect to any choice of law provision applying the laws of another jurisdiction.

12. **Severability** – If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provisions shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement. In lieu of such illegal, invalid, or unenforceable provision, there shall be automatically added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision as may be determined to be legal, valid, and enforceable.

13. **Entire Agreement** – This Agreement, including all addenda constitutes the entire agreement intended by and between The Parties and supersedes all prior agreements, representations, warranties, and understandings whether oral or in writing. Modifications of The Agreement are acceptable only in writing and agreed by both parties.

14. **Notice** – Notice required as per this agreement shall be served at addresses listed below.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed on the effective date listed above in their respective names by their fully authorized representatives below:

BROKER:

Whitt Logistics LLC

P O Box 3290

Port Aransas, TX 78373

BY:



Printed: Amber Whitt

Title: President

CARRIER:

BY: _____

Printed: _____

Title: _____



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

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

SERVICE DATE
November 19, 2012

LICENSE
MC-805818-B
U.S. DOT No. 2357231
WHITT LOGISTICS LLC
PORT ARANSAS, 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.

A handwritten signature in black ink, reading "Jeffrey L. Secrist".

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-805818

KNOW ALL MEN BY THESE PRESENTS, that we, Whitt Logistics LLC
(Name of Broker or Freight Forwarder)

of PO Box 3290
(Street)

Port Aransas
(City)

TX
(State)

78373
(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 Trustor 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 1 day of Oct, 2013.

TRUSTOR

Whitt Logistics LLC
COMPANY NAME

PO Box 3290
STREET ADDRESS

Port Aransas
CITY

TX
STATE

78373
ZIP CODE

(888) 488-0518
TELEPHONE NUMBER

Amber Whitt, Managing Member

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

Amber Whitt
(Principal officer's signature)

Stephen Whitt
(type or print witness's name)

Stephen Whitt
(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)

Daniel J. Larson
(Principal officer's signature)

Regina L. Hise
(type or print witness's name)

Regina L. Hise
(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 do so.

