



# PREMIER Logistics.LLC

47184 Wild Clover Circle, Sioux Falls, SD 57107

Phone #: (800) 957-0884

24 hour line: (315) 272-0362

Fax #: (605) 609-0117

Email: [dispatch@premierlogistics.com](mailto:dispatch@premierlogistics.com)

MC# 724287

US DOT# 2247467

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## Credit References

### OnRoad

Cheema: 209-613-2953

Fax: 209-599-9374

### Fast Cargo

Sunny: 714-350-8532

Fax: 888-562-7599

### Shane Trucking

Kevin: 315-272-8372

Fax: 315-736-2747

### SafeWay LLC.

Alex: 315-269-7349

Fax: 888-343-7329

### Bennett Distributors of Utica

Debbie: 315-797-5986

Fax: 315-797-5960

### FOIT Transportation

Jon: 661-201-0154

Fax: 661-363-7790

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## Return Document Check list:

- |  |  |
|--|--|
| <input type="checkbox"/> Carrier Profile                   | <input type="checkbox"/> Quick Pay Sheet       |
| <input type="checkbox"/> Carrier Business Enterprise Sheet | <input type="checkbox"/> Tax Form              |
| <input type="checkbox"/> Carrier Transportation Contract   | <input type="checkbox"/> Insurance Certificate |
| <input type="checkbox"/> Motor Carrier Authority/USDOT     |  |

## Payment Policy:

- Regular Pay net 30 days
- Quick Pay 3% of load with/without fuel advance
- Otherwise 3% of Fuel Advance

Payment Options: (Please select one of the following)

- ☐ Check
- ☐ T-Chek
- ☐ ACH/Direct Deposit (20\$ Fee)

☐ I hereby authorize Premier Logistics, LLC to initiate credit entries and agree to fees listed above and, as necessary, correcting adjustments for any credits made in error, to the checking account at the financial institution below, hereinafter called Depository: (Must include voided check)

Depository Name \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

ACH Routing# \_\_\_\_\_ Account# \_\_\_\_\_

☐ No we do not authorize quick pay at this time. ☐ Yes we authorize quick pay and accept fees.

Signature/Title of authorized representative: \_\_\_\_\_



# PREMIER Logistics LLC

## Carrier Information & Profile Form

### Contact Information (Fill out information completely)

Carrier Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
FED# \_\_\_\_\_ MC# \_\_\_\_\_ DOT# \_\_\_\_\_  
Physical Address: \_\_\_\_\_ CITY: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ CITY: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Mail Payments to: \_\_\_\_\_ CITY: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_  
Emergency after hours Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Equipment (please include number and length or number of axles for each applicable trailer)

Number	Type	Length
	Power units	
	Vans	
	Reefer	

### Company Information:

Number of owner operators: \_\_\_\_\_  
Number of Company Drivers: \_\_\_\_\_  
Communications: \_\_\_\_\_  
Satellite Tracking: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
What is your service area? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you operate Refrigerated Trailer, please answer the following questions:

Average age of reefer equipment: \_\_\_\_\_

Are drivers trained to use reefer equipment: \_\_\_\_\_

Do you require drivers to wash out trailers between loads Yes: ☐ No: ☐

Do you require drivers to lock trailers? Yes: ☐ No: ☐

Do drivers carry manual thermometer for checking load temperature? Yes: ☐ No: ☐

### Carrier References:

#### 1<sup>st</sup> Reference:

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone number: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Fax: \_\_\_\_\_

#### 2<sup>nd</sup> Reference:

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone number: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Fax: \_\_\_\_\_

#### 3<sup>rd</sup> Reference:

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone number: \_\_\_\_\_  
City \_\_\_\_\_ State: \_\_\_\_\_ Fax: \_\_\_\_\_

## 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.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code	
<b>7</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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
				-				-	
<b>or</b>									
<b>Employer identification number</b>									
					-				

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

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

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

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

### **Carrier - Broker contract/agreement**

This Agreement made this \_\_\_\_/\_\_\_\_/\_\_\_\_ by and between \_\_\_\_\_

hereinafter referred to as CARRIER and PREMIER LOGISTICS LLC, hereinafter referred to as BROKER.

#### **WITNESSETH**

WHEREAS, Carrier is duly authorized by the Federal Highway Administration to engage in operations of interstate and foreign commerce as a Contract Carrier, by motor vehicle, in License Number MC-\_\_\_\_\_ desires to participate in the transportation of such freight as tendered by Broker.

BROKER is a licensed Motor Broker, licensed to arrange the transportation of property by license Number MC-724287-B and desires to engage CARRIER to transport freight for customers of Broker. The parties agree as follows:

1. The relationship of the CARRIER to BROKER shall, at all times, be that of an Independent Contractor. This agreement is non-exclusive: both CARRIER and BROKER are free to enter similar agreements with other parties.
2. It is understood and agreed that CARRIER and its employee's, sub-haulers, lease drivers and the like are not employees of BROKER. CARRIER will provide adequate Workers Compensation Insurance for its employees as required by applicable state law. It is CARRIER's responsibility to comply with these requirements. CARRIER will have its insurance company maintain a certificate of insurance reflecting the required coverage on file with BROKER at all times. Said certificate shall name BROKER as a certificate holder. CARRIER shall hold BROKER and CUSTOMERS harmless from any liability or claims that arise from or are related to CARRIER's failure to maintain such coverage or abide by the terms of such policies.
3. BROKER agrees to offer shipment and CARRIER agrees to transport freight by motor vehicle from and to such points in accordance with FMCSA rules and regulations.
4. Such transportation is to be accomplished in accordance with rates, charges and other provisions as set forth in the Broker's "confirmation of contract agreement."
5. Rates may be established or amended verbally in order to meet specific shipping schedules as mutually agreed, must be supported by a new "confirmation of contract agreement."
6. If BROKER's name is on the bill of lading for the Shipper's convenience it shall not change the BROKER's status as a property broker nor the CARRIERS status as a motor carrier.
7. CARRIER shall not withhold delivery of any freight due to any dispute with BROKER regarding freight charges or otherwise CARRIER waives all liens which it might otherwise have on any freight in its possession. CARRIER will not claim in whole or in part broker's commission on the loads tendered under this contract. Broker shall not be required to disclose amount of its commission.
8. BROKER does not allow any co-brokering of our loads. Carrier agrees to have equipment exclusively dedicated to use by Broker while transporting cargo tendered by BROKER. All loads are to be considered full loads unless otherwise noted. Violation of exclusive use shall result in forfeiture of carrier's right to be paid.

Initials \_\_\_\_\_

9. CARRIER shall not subcontract or assign any portion of their duties to transport shipments contemplated by this contract.

10. CONFIDENTIALITY AND NON-SOLICITATION. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure by BROKER is made to its parent, subsidiary or affiliate company. CARRIER agrees to not use BROKER's customers names for promotional or other purposes. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) where such availability became known to CARRIER as a result of BROKERS efforts, or (2) the freight of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and CARRIER obtains traffic from such customer during the term of this Agreement, or for twelve (12) months thereafter, BROKER shall receive thirty-five percent (35%), commission from the revenue resulting from freight transported for the Customer. CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

11. CARRIER shall maintain public liability, property damage and cargo insurance at all times, with at least the minimum coverage of \$100,000 cargo insurance and \$750,000 combined single limit liability and property damage insurance per incident on each vehicle. CARRIER must maintain Workers compensation as required by State and Local Law. CARRIER will provide BROKER with a certificate of insurance reflecting a required coverage and naming BROKER as an additional Insured.

12. Regarding freight loss, damage or delay. BROKER shall submit to CARRIER written notice of any cargo claim, including loss or expenses resulting from CARRIER'S delay in providing service, within nine (9) months of the delivery date of the shipment, or, if no delivery, the date of the occurrence resulting in the claim. CARRIER hereby acknowledges and agrees that CARRIER assumes the liability of a common carrier for full actual loss, subject to the provisions of 49 U.S.C 14706 (Carmack Amendment). CARRIER agrees that no limitation of liability for loss, damage or delay is applicable for any services provided by CARRIER without the prior written authorization of BROKER. CARRIER hereby acknowledges and agrees that CARRIER'S right to salvage, whether CARRIER receives prior knowledge or not, for a product transported by CARRIER is based and limited by the extent the customer of BROKER allows salvage and to the extent the customer disallows salvage CARRIER hereby waives its claim to salvage. Any claims arising from service provided by CARRIER shall be handled in the following manner:

a) Claims for loss, damage, injury or delay to cargo may be filed with CARRIER within nine (9) months of the delivery date of shipment or within nine (9) months of the date CARRIER notifies BROKER that the shipment is lost.

b) CARRIER acknowledges and agrees that BROKER has the absolute right to set off from any amount otherwise due CARRIER for any and all such claims.

The filing, processing of all cargo claims shall be governed by 49 C.F.R. 370 et seq. to the extent not modified herein. The parties agree that federal common carrier laws of liability (i.e. Carmack Amendment liability) shall apply to all shipments made, except that CARRIER shall be liable to BROKER for all economic loss, including Consequential damages, and attorney's fees, that are incurred by BROKER or BROKERS customers for any freight loss, damage or delay claim.

13. All of the rules for filing claims and setting claims, and all requirements for public liability and property damage insurance, workers compensation and cargo insurance that pertain to the CARRIER as a common carrier, shall be equally applicable to CARRIER on shipments moving under this Agreement.

Initials\_\_\_\_\_

14. CARRIER shall be liable for loss or damage to any property transported under this Agreement. Such liability shall begin at the time cargo is loaded upon CARRIER's equipment at the point of pickup and continue until said cargo is delivered to the designated consignee at destination. CARRIER shall promptly handle and attempt, in good faith, to resolve any claims submitted either by BROKER or directly by proper claimant for loss or damage to any cargo which is transported by CARRIER.

15. CARRIER carries exclusive responsibility to manage its drivers, employees and agents according in compliance to laws. CARRIER and BROKER agree that proper legal operations take precedent over any request of broker if it will require CARRIER to violate any laws. If CARRIER is requested to perform such unlawful operations, CARRIER must immediately contact BROKER.

16. PAYMENTS. CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rate and charges as shown on separate Rate Confirmation Sheet to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this agreement or in any Rate Confirmation Sheet signed by CARRIER. Payment by BROKER will be made within (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service had been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in an existing Rate Confirmation, the parties shall agree upon a rate. CARRIER agrees that the BROKER has the exclusive right to handle all billing of freight charges to the Customer for the all services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payment owed to CARRIER hereunder for any claims, shortages or liability incurred by CARRIER pursuant to Section 9 of this Agreement.

17. HOURS OF SERVICE, EQUIPMENT. CARRIER agrees to dispatch equipment in accordance with maximum hours of service as required by FMCSA regulations. CARRIER shall provide the right amount of drivers with enough hours of service, to pick up and deliver the tendered load(s) within the requested time frame. CARRIER agrees that all services performed with be in compliance with all Federal, State and local laws and regulations. Equipment provided for transportation of food or food grade products must comply with the requirements of The Sanitary Food Transportation Act.

18. CARRIER agrees to defend, indemnify and hold BROKER and BROKER's corporate affiliates and their respective officers and employees harmless from and against all claims, liability and expense for loss or damage to property and/or injury to or death of persons including CARRIER's employees and agents, arising out of, or in connection with CARRIER's performance of this contract.

19. CARRIER shall file a copy of his ICC permits with broker and will keep such filings current. CARRIER specifically warrants that its ICC Authority is sufficient to allow CARRIER to transport all shipments accepted from broker to its destination.

20. This contract may be terminated by either party by giving the other 30 days prior written notice of this date of termination. Rights of the parties accrued during the term hereof, shall not be affected by any termination hereof.

21. SEVERABILITY. In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining parts of this Agreement shall continue in full force and effect.

Initials\_\_\_\_\_

22. AGREEMENT. This contract constitutes that the agreement and understanding between the parties. This contract supersedes any prior agreements both written and oral.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

**ACCEPTED AND AGREED**

**BROKER**

PREMIER LOGISTICS LLC.  
47184 Wild Clover Circle,  
Sioux Falls, SD 57107  
FAX: 605-609-0117

By:

Title: President

DATE: 10/03/2016

**ACCEPTED AND AGREED**

**CARRIER**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Title: \_\_\_\_\_

DATE: \_\_\_\_\_



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

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

**SERVICE DATE**  
September 30, 2010

**LICENSE**  
**MC-724287-B**  
PREMIER LOGISTICS LLC  
FRANKFORT, NY

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, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

BPO



**FORM BMC-85** Revised 03/11/2014

OMB No.: 2126-0017 Expiration: 02/28/2017

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

<b>Filer FMCSA Account Number: 22512</b>	<b>License No. MC-724287</b>
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KNOW ALL MEN BY THESE PRESENTS, that we, **Premier Logistics LLC** of 47184 Wild Clover Circle Sioux Falls, SD 57107 as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association a financial institution created and existing under the laws of the State of California 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 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 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<sup>st</sup> day of October, 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 4th day of October, 2016.

<p><b>TRUSTOR</b></p> <p><u>Premier Logistics LLC</u> COMPANY NAME</p> <p><u>47184 Wild Clover Circle, Sioux Falls</u> STREET ADDRESS CITY</p> <p>SD, <u>57107, 315 2355753</u> STATE ZIP PHONE</p> <p><u>Andrey Silchuk</u> (type or print Principal officer's name and title) DocuSigned by: <u>Andrey Silchuk</u> (Principal officer's signature) 9C2B617745154AA5</p> <p><u>Daniil Silchuk</u> (type or print Witness' name) DocuSigned by: <u>Daniil Silchuk</u> (Witness' signature) 3A383B2C39C64B7...</p>	<p><b>TRUSTEE</b></p> <p><u>Pacific Financial Association Inc.</u> COMPANY NAME</p> <p><u>12707 High Bluff Dr. Ste. 200</u> <u>San Diego</u> STREET ADDRESS CITY</p> <p>CA, <u>92130</u> <u>(800) 595-2615</u> STATE ZIP PHONE</p> <p><u>Daniel Larson, CEO</u> (type or print Principal officer's name and title) DocuSigned by: <u>Daniel J Larson</u> (Principal officer's signature)</p> <p><u>Diane K Allen</u> (type or print Witness' name) DocuSigned by: <u>Diane K Allen</u> (Witness' signature) BC0FE788CA744CB...</p>
<p><b>NOTICE OF CANCELATION</b></p> <p>This is to advise that the above 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 notice is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.</p> <p>Date Signed _____ Signature of Authorized Representative of Trustee or Trustor</p>	<p>Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.</p> 