

Solutions Logistics, Inc.

MC# 456120

Federal ID 57-1145953

Please fax completed form and insurance documents to (480) 393-4513 or email to carrierservices@solutionslogistics.com

Carrier Profile:

Carrier Name _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

MC# _____ Federal ID _____

Contact Person _____

Dispatch Hours _____

Number of Tractors _____ Number of Trailers: V _____ R _____ F _____

Do you offer Team Service? _____ Yes, _____ No

Hazmat Certified? _____ Yes, _____ No

***** Please fill out Remit To for Account payable purposes

Remit Payments To:

Remit To Company/Factoring Company _____

Address _____ City _____

State _____ Zip _____ Contact Person _____

Phone _____ Fax _____

Email _____

(803) 749-0701
(803) 749-0503 fax

dispatch@solutionslogistics.com
www.solutionslogistics.com

Mailing Address:
PO Box 133
Ballentine, South Carolina 29002

Physical Address:
401 Western Lane, Ste 8A
Irmo, South Carolina 29063

Solutions Logistics, Inc.
PO Box 133
Ballentine, South Carolina

(803) 749-0701
(480) 393-4513 fax

THIS AGREEMENT is made this ____ day of _____, 20____, by and between Solutions Logistics Inc., a South Carolina Company, hereinafter referred to as "Broker," MC# 456120, and _____, a Contract Carrier hereinafter referred to as "Carrier," MC# _____.

OBLIGATIONS OF BROKER. Broker agrees to tender commodity shipments to Carrier for transportation in interstate commerce by carrier between points and places within the scope of Carrier's operating authority. Broker agrees to pay Carrier within 30 days following Broker's receipt of a bill of lading showing proof of delivery of each shipment to its assigned destination, free of shortage or damage. The amount to be paid by Broker to Carrier shall be established between Broker and Carrier on a per shipment basis prior to the commencement of each individual shipment. Additional rates or modifications may be established or amended on a per truckload basis in order to meet specific shipping schedules, as mutually agreed upon. Broker will immediately confirm rates and other load information to Carrier by fax machine. In order to remain binding between parties and to meet the reduced-to-writing requirement, Carrier's freight bill and hard copy to Broker must reflect the agreed upon rate between Broker and Carrier.

OBLIGATIONS OF CARRIER. Carrier shall use its best effort to provide adequate and timely transportation services to meet the needs of Broker and to deliver each shipment promptly and efficiently, and in full compliance with all federal, state and local legal requirements and other regulatory obligations. In the event Carrier is unable to provide transportation service within the agreed time frame requested by Broker, it shall advise Broker and may arrange to furnish said transportation at a later date; or Broker, if it desires, may elect to cancel the order and use the services of another carrier. Carrier agrees to furnish clean trucks, tractors, and semi-trailers, at its own expense, to haul each shipment. Carrier may not use equipment other than its own unless Broker is notified of such change and confirms its agreement to the change. If Carrier utilizes an entity other than itself to transport a shipment, Carrier agrees that Broker may pay that entity, and Carrier releases Broker from any claim for payment on the shipment to the extent of the payment to such entity. Carrier agrees to assume all obligations, costs, expenses and liabilities relating in any way to the transportation services. This includes, but is not limited to, all obligations, costs, expenses and liabilities relating to or arising out of the equipment, labor, subcontracts, overhead, taxes, penalties, legal and other regulatory compliance, fuel, supplies, all required insurance, injuries and accidents. Carrier agrees at all times to defend, indemnify and hold Broker and its customers harmless from any and all such obligations, costs, expenses and liabilities.

BILL OF LADING. Carrier shall issue a standard signed bill of lading acceptable to Broker and underlying shippers on acceptance of goods. Shipments made under this contract will be subject to all the terms and conditions of the uniform straight bill of lading. All documents shall show the consignor and consignee, and Carrier's name shall be shown on the bill of lading as the Carrier of record. Broker's name will not be shown on the bill of lading as the Carrier of record.

SERVICE FAILURES. On-time pickup and delivery is very essential. Any tardiness that is preventable will be considered a service failure and Carrier may be fined \$50.00 per incident. If a rescheduled appointment is missed, Carrier may be fined \$150.00 per incident.

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AGENCY REGULATION. Carrier shall be liable for loss, damage, or delay of any shipment while it is in the possession or control of Carrier. Carrier hereby assumes the liability of a motor carrier provided in Title 49 of United States Code, and all other applicable transportation laws and regulations. All claims for loss and damage and salvage shall be handled and processed in accordance with the regulations of S.T.B. as published in the Code of Federal Regulations (49 CFR 1005), and all other applicable transportation laws and regulations. Carrier agrees to handle any damage, expense, accident, injury and/or personal injury claims promptly and deal directly with shipper in resolving such claims, and continue to advise Broker of the status of such matters. Any setoffs by customers against Broker for damages, expenses, accidents, injuries and/or personal injury damages caused by Carrier may be subject to setoff by Broker against Carrier billings.

INSURANCE. Carrier shall furnish to Broker, in the form, amount of coverage and manner satisfactory to Broker, certificates of insurance setting forth that Carrier maintains the following: general commercial liability and primary public liability insurance; property insurance coverage; cargo insurance (which provides coverage of not less than \$100,000); and other insurance as required by Broker. Said insurance policies shall provide that they may not be canceled without 30-days' notice directly from the insurance company provided to Broker.

INDEPENDENT CONTRACTOR STATUS. Carrier is an independent contractor, not an agent or employee of Broker or any customer of Broker for any purpose. Carrier shall not enter into any agreement or incur any obligations on behalf of Broker or any customer of Broker. As an independent contractor, Carrier is solely responsible for the control and the supervision of Carrier personnel and the means by which the transportation services are provided, consistent with the goal of completing the transportation services timely and in accordance with the terms of this Agreement. Neither Carrier nor Carrier's personnel shall be entitled or eligible to participate in any benefits or privileges given or extended by Broker or any customer of Broker to their respective employees, or be deemed an employee of Broker or any customer of Broker for the purposes of federal or state withholding taxes, F.I.C.A. taxes or unemployment benefits, insurance, workers' compensation or otherwise. Carrier will make all required F.I.C.A. and unemployment contributions due on behalf of Carrier and Carrier personnel. Carrier shall also pay any sales tax or other similar tax imposed upon the services rendered under this Agreement. Carrier agrees to sign any documentation required by Broker's insurer to confirm that Carrier is an independent contractor.

TERM OF AGREEMENT; NON-EXCLUSIVE. This Agreement shall be deemed to be effective on the first date Carrier and Broker commence or commenced business together, regardless of date of agreement and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. The term of this Agreement shall be for one year and continue from year to year or until it is canceled by either party, provided such party gives written notice to the other party not less than 30 days prior to termination. The parties agree that this is not an exclusive relationship. Each party may do business with any other individual or entity, as long as it does not violate its obligations under this Agreement.

CONFIDENTIALITY. Carrier acknowledges that in the course of performing services under this Agreement, it may come into the possession of business information or other confidential or proprietary information of Broker or any customer of Broker. Carrier agrees to treat all such information as confidential and to take reasonable precautions against disclosure of such information to third parties during and after the term of this Agreement. At the termination of this Agreement, Carrier shall promptly

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return to Broker all copies of confidential documents and other confidential information furnished by Broker or any customer of Broker.

NO BACK SOLICITATION. During the term of this Agreement and for a period of 180 days after termination of this Agreement, Carrier and its officers, directors, members, independent contractors and employees, shall not, directly or indirectly, without the prior knowledge and express written consent of Broker, solicit and/or otherwise communicate, directly or indirectly, with any of Broker's former, current, or prospective customers for the purpose of obtaining freight transportation business from such customer or causing such customer to decrease or cease doing business with Broker. "Former Customers," as used above, refers to all persons, corporations, or entities which have contracted with Broker for freight transportation services during the term of this Agreement. "Present Customers," as used above, refers to all persons, corporations, or other entities who, on the date of termination of this Agreement, have executed contracts or proposals pending or other related arrangements with Broker. "Prospective Customers," as used above, refers to all persons, corporations, or other entities that, at the date of termination of this Agreement, are actual and specific leads with whom Broker has pending negotiations, discussions, proposals, offers, or any other related business relationship which is directed towards the possible contracting of services from or with Broker.

INDEMNIFICATION. Carrier agrees to defend, indemnify and hold harmless Broker and any of Broker's customers for any loss, liability or expense, whether or not arising out of third party claims or asserted by third parties, which relate to or arise out of any of Carrier's obligations under this Agreement.

Both parties agree to the terms and conditions outlined above.

CARRIER: _____

BY: _____ Title: _____

**BROKER: Solutions Logistics Inc.
P.O. Box 133
Ballentine, SC 29002**

BY: Eric Smith Title: Chief Operating Officer

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) Solutions Logistics, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) PO Box 133	Requester's name and address (optional)
City, state, and ZIP code Ballentine, SC 29002	
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 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
or
Employer identification number
57 1145953

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person ▶ *Eric Smith*

Date ▶ *May 11, 2010*

General Instructions

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

Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

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

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
May 16, 2003

LICENSE


MC-456120-B

SOLUTIONS LOGISTICS INC

LITTLE MOUNTAIN, SC

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.



Terry Shelton

Terry Shelton, Director
Office of Data Analysis & Information Systems

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590.

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

Approved by OMB
2126-0017
License No.
MC- 456120

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

KNOW ALL MEN BY THESE PRESENTS, That we Solutions Logistics Inc.

(Broker)

of PO Box 133 Ballentine, SC 29002
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

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

12. This agreement shall be governed by the laws in the State of Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 10 day of May, 2010, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

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

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 10 day of May, 2010.

TRUSTOR		TRUSTEE	
Name	<u>Solutions Logistics Inc.</u>	Name	<u>PACIFIC FINANCIAL ASSOCIATION, INC.</u>
Address	<u>PO Box 133 Ballentine, SC 29002</u>	Address	<u>12707 High Bluff #200 San Diego, CA, 92130</u>
Telephone No.	<u>(803)749-0701</u>	Telephone No.	<u>(800)595-2616</u>
By	<u><i>Brian C. McDermott</i></u> Brian McDermott CEO	By	<u><i>J. Perry Larson</i></u> J. Larson President
Witness	<u><i>Eric Smith, C.O.O.</i></u> (Signature and Title)	Witness	<u><i>B. [Signature]</i></u> (Signature and Title)

Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE ____ DAY OF _____, _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE ____ DAY OF _____, _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

DATE SIGNED

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF TRUSTEE OR TRUSTOR