



Dear Carrier :

Thank you for your interest in becoming a carrier partner with First Call Truckload Solutions. The following information includes our authority and surety bond. We will need several documents from your company to complete the setup process.

- 1-Copy of your operating authority
- 2-Certificate of insurance showing First Call Truckload Solutions, LLC. as certificate holder  
\*\*Minimum requirements are \$100,000 Cargo and \$1,000,000 Liability
- 3-W-9
- 4-Carrier information sheet
- 5-Signed Broker Carrier Contract ( all pages )

We must receive all complete documents before we can forward a rate confirmation to you.

Please upload your documents on our website: <https://shipfirstcall.com/carriers>  
or email completed package to: [dispatch@shipfirstcall.com](mailto:dispatch@shipfirstcall.com)

**EMAIL YOUR FREIGHT BILLS OR INVOICES TO:**  
[accounting@shipfirstcall.com](mailto:accounting@shipfirstcall.com)

**OR IF EMAIL NOT AVAILABLE, MAIL FREIGHT BILLS OR INVOICES :**

First Call Truckload Solutions, LLC  
PO Box 840  
Cypress, TX 77410

\*\*\* It is the carrier responsibility to notify your insurance company to have them provide us with a certificate of insurance showing First Call Truckload Solutions, LLC as certificate holder.

**Payment may be held until we receive this document.**

To receive timely payments, please include a copy of our Rate Confirmation agreement along with a clear and legible copy of each bill of lading and packing slip, and your invoice referencing our load number. These documents are required in order for us to release payment.

Freight bills invoiced via email must have a LEGIBLE copy. If legible copy cannot be emailed, originals will be required.

**CARRIER MUST MAINTAIN SATISFACTORY SAFETY RATING TO BE  
CONSIDERED FOR APPROVAL AS CARRIER PARTNER TO FIRST CALL SOLUTIONS, LLC.**



First Call Truckload Solutions, LLC  
 PO Box 840  
 Cypress, TX 77410  
 214-295-6754 Accounts Payable  
[accounting@shipfirstcall.com](mailto:accounting@shipfirstcall.com)

**New Carrier Profile Sheet**

Legal Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Factoring Company: \_\_\_\_\_

AR Contact: \_\_\_\_\_ Contact Name: \_\_\_\_\_

AR Phone: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

AR Email: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Dispatch Contact: \_\_\_\_\_ Owner/Officer: \_\_\_\_\_

Dispatch Phone: \_\_\_\_\_ Owner Phone: \_\_\_\_\_

Dispatch Email: \_\_\_\_\_ Owner Email: \_\_\_\_\_

**24 Hr / Weekend Contact Phone No:** \_\_\_\_\_

Motor Carrier No: \_\_\_\_\_ Business Start Date: \_\_\_\_\_

US DOT No: \_\_\_\_\_

**Taxpayer ID Number:** \_\_\_\_\_

- Individual / Sole Proprietor / Single Member LLC:
- C Corporation:
- S Corporation:
- Partnership:
- Trust / Estate:
- Limited Liability Company:
- (C= C Corporation, S= S Corporation, P=Partnership)      C / S / P      Circle One

Type of Authority: (Required)	Type of Equip:	How many:
Contract: <input type="checkbox"/>	Vans: <input type="checkbox"/>	_____
Common: <input type="checkbox"/>	Flats: <input type="checkbox"/>	_____
Broker: <input type="checkbox"/>	Steps: <input type="checkbox"/>	_____
	Reefers: <input type="checkbox"/>	_____
	40 Ft: <input type="checkbox"/>	_____
	Stakebed: <input type="checkbox"/>	_____
	PU Truck: <input type="checkbox"/>	_____



First Call Truckload Solutions, LLC  
PO Box 840  
Cypress, TX 77410  
214-295-6754  
214-975-2747 Fax

## **FACTORING COMPANIES**

**Attn Carriers and Companies that factor carrier freight bills:**

**If you choose to sell your freight bill to First Call to a factoring company:**

**1-Carrier not factoring company, must send us a letter of assignment via email to [accounting@shipfirstcall.com](mailto:accounting@shipfirstcall.com) or fax to 214-975-2747.**

**2-All invoices must be emailed with legible copies of the invoice, signed bills of lading (for each stop, PO# or HAWB#), and signed rate confirmation to [accounting@shipfirstcall.com](mailto:accounting@shipfirstcall.com) or they can fax them to 214-975-2747. Original bills of lading are NOT required unless copies are not legible.**

**3-Please instruct your factoring company NOT TO CALL US TO VERIFY YOUR RATE OR TO INQUIRE IF WE ADVANCE ANY FUNDS. You have been issued a rate confirmation and these transactions will be listed if applicable and serves as any verification that they may need.**

**4-All freight bills are paid 21 days from receipt of all required documents. Please do not have the factoring company send us an invoice with the ship date or delivery date as the invoice date and expect payment 21 days from then. (unless we are actually invoiced on the delivery date) Invoicing via email or fax will provide a verifiable “invoice date”.**

**Thank you for your understanding and please let us know if you have any questions or comments. The best way to reach us is via email [accounting@shipfirstcall.com](mailto:accounting@shipfirstcall.com).**



**First Call Truckload Solutions, LLC**

**Broker – Motor Carrier Agreement**

(Note: This agreements consists of (3) pages. ALL pages must be signed and returned)

This Broker-Motor Carrier Services Agreement (“Agreement”) is entered into as of \_\_\_\_\_ 201\_\_ between First Call Truckload Solutions, LLC and \_\_\_\_\_ (“Carrier”) with reference to the following:

- A. First Call Truckload Solutions, LLC (“FCTS”) is authorized to operate as a broker of motor carrier services under the authority of the Federal Motor Carrier Safety Administration (“FMSCA”) pursuant to property broker’s license number MC 291530.
- B. Carrier is duly licensed motor carrier of property operating under the authority of FMSCA number \_\_\_\_\_; and
- C. FCTS wishes to arrange on behalf of its customers for motor carrier services on the terms and conditions set forth in this Agreement (the “Motor Carrier Services”) and Carriers wishes to perform the Motor Carrier Services.

**1. Carrier Responsibilities**

- a. Carrier will have and furnish all necessary and appropriate expertise, personnel, equipment, facilities, insurance, and government permits and licenses necessary and appropriate for performing the Motor Carrier Services, including (i) service able equipment and vehicles properly maintained in good and legal operating condition, (ii) drivers who are properly licensed, trained, and qualified to operate such equipment and vehicles, and (iii) compliance with all laws, rules, and regulations applicable to the Motor Carrier Services provided under this agreement.
- b. Carrier will be responsible for and pay all costs and expenses necessary or incidental to the operations of such equipment and vehicles, including costs of fuel, supplies, licenses, permits, tolls, fines, citations, and penalties, except for fines or penalties for overweight shipments resulting from the negligent acts or omissions of FCTS.
- c. Carrier is and will operate as an independent contractor and not as an agent or employee of FCTS. Carrier will have exclusive control and direction of the persons operating vehicles or otherwise engaged in providing Motor Carrier Services. Carrier assumes full responsibility for the payment of local, state, and federal taxes, contributions or taxes for unemployment and workers’ compensation coverage, social security, and all other benefits and protections arising out of the performance of the Motor Carrier Services.
- d. Carrier will transport all shipments tendered to it by FCTS under this Agreement only on equipment operated under the authority of the Carrier, and Carrier will not subcontract, broker or in any other form arrange for the shipments to be transported by a third party without the prior written consent of FCTS. If such consent is granted, Carrier will be responsible and liable as provided in this Agreement for the performance of the Motor Carrier Services as if Motor Carrier had performed them itself.
- e. Carrier shall be fully liable and responsible for all loss, destruction, shortage, theft, spoilage and other liability of any kind to or for all cargo, the transportation of which has been arranged by FCTS, while such cargo is in the care, custody or control of Carrier or otherwise arising out of Carrier’s transport or failure to transport such cargo.
- f. Carrier shall refrain from any direct or indirect solicitation of shipper and/or customer introduced to it by FCTS. If Carrier solicits any shipper or customer introduced to it by FCTS, Carrier shall pay FCTS immediately and on demand and amount equal to 15% of all revenues received by Carrier from such shipper and/or customer for (1) year from the date of the first shipment which is in violation.

**2. Freight Rates and Charges**

- a. Freight rates and charges may be agreed to orally from time to time as necessary to meet customer shipping schedules and deadlines. FCTS will confirm oral agreements by fax or e-mail before the scheduled pickup. If Carrier does not object to the confirmation within 24 hours, the terms of the confirmation will control. If FCTS does not provide a confirmation within 24 hours and Carrier does not object, the terms of the pickup or delivery notice will control.
- b. FCTS will pay freight and charges within (30) days after receipt and approval by FCTS of Carrier’s freight bill, bill of lading and delivery receipt. Carrier will submit its invoice within (10) days after the date of completion of the service.
- c. Carrier will not withhold any goods tendered for transportation under this Agreement on account of rate disputes or the alleged failure of FCTS to pay for Services. Carrier is relying on the general credit of FCTS and waives and releases all liens which Carrier may otherwise have to shipments of FCTS or its customers in the possession or control of the Carrier.
- d. FCTS will be under no obligation to pay an Invoice submitted to FCTS more than 180 days after the date of completion of the service by Carrier

**3. Cargo Claims**

- a. Carrier will promptly advise FCTS (phone: 214-295-6754 or after hours 214-766-8674) of any cargo shortage, overage, loss or damage encountered in the performance of the Carrier Services. Carrier will fully describe exceptions for cargo shortages, overages, loss or damage on the bill of lading or proof of delivery and will include the seal number. When possible, Carrier will take photographs to document the exception and forward the photos to FCTS.



- b. The value of property for cargo claim purposes will be the actual cash value of the property lost or damaged at the time the loss or damage occurred, including freight charges.
- c. FCTS will submit to the Carrier written notice of any cargo claim within nine (9) months of the delivery date of the cargo, or, if no delivery is made, the date of the occurrence resulting in the claim. The filing, processing and disposition of cargo claims by Carrier will be governed by 49 CFR Part 370, Principles and Practices for the investigation and Voluntary Disposition of Loss and Damage Claims and Processing Salvage.
- d. Carrier agrees and warrants that no released rates or liability limitations will apply to any shipment transported by Carrier under this Agreement

#### 4. Insurance

- a. During the term of the Agreement and when performing Carrier Services, Carrier will maintain at its sole expense the following insurance policies with Insurance companies having a B+ or better AM Best rating, or as otherwise approved in writing by First Call Truckload Solutions, LLC.
  - i) Commercial Automobile Liability insurance for “any auto” or for “scheduled and hired autos” with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per occurrence (or of \$5,000,000 if required by the FMCSA under 49 CFR Part 387 for the transportation of certain hazardous materials) covering all vehicles owned or used by Carrier in performing Carrier Services and endorsed to name FCTS, and if so directed by FCTS, the shipper, as additional insureds.
  - ii) Motor Truck Cargo Legal Liability insurance including coverage for unattended vehicles and employee theft and dishonesty with a minimum limit of \$100,000 per occurrence.
  - iii) Workers Compensation: per statutory requirements.
  - iv) Any other insurance or surety bonding as may be agreed upon by Carrier and FCTS from time to time to meet the special insurance requirements of FCTS customers or as may be required under the laws, ordinances and regulations of any governmental authority, including the Federal Motor Carrier Act of 1980 and all rules and regulations of the US Department of Transportation.
- b. Before transporting any shipment under this Agreement, Carrier will deliver to FCTS certificates of insurance evidencing all insurance required under paragraph 4.a). All such insurance will provide FCTS with 30 days prior written notice of cancellation/non-renewal and 10 days advance written notice of cancellation for non-payment of premiums. The insurance required under paragraph 4.a) i), and, if applicable, a) iv) will be endorsed to name the FCTS parties identified in paragraph 5 below as additional insureds. Instead of certificates of insurance evidencing the insurance required under paragraphs 4.a) i) and 4.a) iv), Carrier may provide a current written decision, order, or authorization of the FMCSA evidencing Carrier’s authority to self-insure for such coverage. Carriers will provide copies of insurance policies required under this agreement if requested by FCTS.
- c. Carrier’s insurance will be deemed primary in the event of loss or damage. Carrier waives all rights of recovery against FCTS to the extent any losses, claims or damages are i) covered by any policy of insurance available to Carrier and/or ii) not covered by Carrier’s insurance because of deductibles, the inadequacy of policy limits, policy limitations or exclusions, or failure to maintain or preserve coverage as required by this Agreement or by policy terms.
- d. FCTS reserves the right to cancel this Agreement immediately upon receipt of notice of termination or suspension of any required insurance coverage.

#### 5. Indemnity

Carrier will indemnify, hold harmless and defend First Call Truckload Solutions, LLC and its affiliates and their respective directors, officers, employees, customers and agents (“FCTS Logistics Parties”) against all claims, suits, losses, fines, penalties, forfeitures, damages, judgments, reasonable attorney fees and related litigation costs to the extent arising from the negligence, breach, performance, or non-performance of the Agreement, by Carrier or its affiliates, and their respective directors, officers, employees and agents.

#### 6. Force Majeure

Neither party will be liable for failure to perform its obligations under this Agreement if such failure, delay or other omission is caused by strikes or lockouts, acts of God (other than ordinary storms or inclement weather), war, civil disorder, terrorist acts, or compliance with governmental orders.

#### 7. Term and Termination

This Agreement will begin as of the effective date set forth above and will remain in full force and effect thereafter unless terminated by either party upon thirty (30) days’ prior written notice to the other party.

#### 8. Dispute Resolution; Governing Law

- a. In the event of a dispute between the parties about the interpretation of this Agreement or the performance of either party, before commencing any formal legal action or proceeding, each party will appoint a senior official for the purpose of resolving the dispute without a formal action or proceeding. If the dispute is not resolved through negotiation, the either party may seek any available remedy, including legal remedies.
- b. This Agreement will be construed in accordance with the laws of the State of Texas, exclusively, without reference to the laws of any other state or country, subject to the laws, rules or regulations of the United States to the extent applicable. The parties consent and agree to the exclusive jurisdiction of the federal and/or state courts of Texas in any action brought under this Agreement and that any such court will be an appropriate forum for such action.
- c. The prevailing party in any action or proceeding to enforce this Agreement or any of its terms will be entitled to reasonable attorney’s fees and costs in addition to the other relief awarded. For purposes of this paragraph, the “prevailing party” will be the party to which costs are awarded.



**9. Entire Agreement; Scope of Agreement**

- a. This Agreement, the Order Notification and Rate Schedule, and any written attachments or exhibits to either will constitute the entire agreement between FCTS and Carrier and supersede and replace all prior agreements between the parties. This Agreement may not be supplemented, amended or modified except by written agreement signed by authorized representatives of both parties.
- b. Any conflicting terms of any bill of lading or other form of freight receipt or contract for shipment are expressly superseded by the terms of this Agreement.
- c. Pursuant to 49 USC §14101(b)(1), FCTS and Carrier waive any rights and remedies specified in 49 USC subtitle IV, Part B, except for provisions governing registration, insurance or safety fitness.

**10. Notices**

Unless otherwise provided, notices required by this Agreement may be given in writing addressed as set forth below. Notices will be deemed given on the date of delivery, if delivered personally or by facsimile or e-mail, or on the third day after the date of mailing, if delivered by first-class mail. Contact information for notices may be changed by giving notice of the change as provided in the paragraph.

**11. Confidentiality**

Each party will keep the contents of this Agreement and all information pertaining to the other party, its business operations, and its customers strictly confidential unless disclosure is required by law or judicial process or unless such information is publicly known or obtained by the disclosing party without breaching any confidentiality agreement. The obligations of the paragraph survive termination of the Agreement.

First Call Truckload Solutions, LLC  
 MC 291530  
 2010 Avenue G, Suite 902  
 Plano, TX 75074  
 214-295-6754 Voice  
 214-975-2747 Fax  
[marc@shipfirstcall.com](mailto:marc@shipfirstcall.com)

\_\_\_\_\_  
Carrier Name

\_\_\_\_\_  
Carrier Address

\_\_\_\_\_  
Carrier City, State, Zip

\_\_\_\_\_  
Carrier Phone

\_\_\_\_\_  
Carrier Fax

\_\_\_\_\_  
Carrier E-Mail

\_\_\_\_\_  
MC Number

\_\_\_\_\_  
Carrier Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
First Call Truckload Solutions – Signature

\_\_\_\_\_  
Printed Name & Title



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

400 7<sup>th</sup> Street SW  
Washington, DC 20590

**SERVICE DATE**  
October 26, 2011

**LICENSE**

**MC 291530-B**

FIRST CALL TRUCKLOAD SOLUTIONS, LLC.

PLANO, 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 good) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonable 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 that reads "Terry Shelton".

Terry Shelton, Director  
Office of Data Analysis & Information Systems



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.

Form BMC-85

FMCSA FILER

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 291530

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 First Call Truckload Solutions, LLC

(Broker)

of PO Box 2229 Frisco, TX 75034  
(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 either a Property Broker or a Household Goods 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 (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 a either a licensed Property Broker or a licensed Household Goods 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:

- 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.
- 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.
- 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.
- Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000. 00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, 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.
- 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) for Property Brokers or less than Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers, Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers 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) for Property Brokers or Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers.



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 \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2012.

TRUSTOR

TRUSTEE

Name First Call Truckload Solutions, LLC

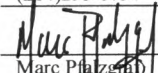
Name PACIFIC FINANCIAL ASSOCIATION, INC.

Address PO Box 2229  
Frisco, TX 75034

Address 12707 High Bluff #200  
San Diego, CA. 92130

Telephone No. (214)295-6754

Telephone No. (800)595-2615

By   
Marc Platzgraf  
Managing Member

By Daniel J. Larson  
President

Witness   
(Signature and Title)

Witness \_\_\_\_\_  
(Signature and Title)

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

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