

PM-25

(Rev. 1/95)

SERVICE DATE  
July 10, 2000

DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

LICENSE

MC 386266 B

CET LOGISTICS, INC.  
WIGGINS, MS, US

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). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Terry Shelton, Acting Director  
Office Data Analysis & Information Systems

**CET LOGISTICS, INC.  
PO BOX 306  
WIGGINS, MS. 39577**

Phone: 228-341-6626  
email: [donnap@cetlogistics.net](mailto:donnap@cetlogistics.net)

In response to your interest in one of our loads, please review and return the information requested below:

- A copy of your contract common carrier authority.
- A current, completed W-9 form.
- An original Insurance Certificate from your insurance listing CET LOGISTICS, INC. as certificate holder.
- Signed broker agreement.

Following delivery, **CARRIER** should submit a freight bill, original delivery receipts, Bill of Lading and any accessorial receipts to CET LOGISTICS, INC. via email to [sherryf@biglevel.net](mailto:sherryf@biglevel.net).

Payment terms are 30 days from date of receipt of legible, original documentation.

CARRIER NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

CONTACT: \_\_\_\_\_

ACCOUNTING CONTACT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MC #: \_\_\_\_\_ DOT #: \_\_\_\_\_ FEIN: \_\_\_\_\_

NUMBER OF UNITS OPERATED:

TOTAL \_\_\_\_\_ VAN \_\_\_\_\_ FLAT \_\_\_\_\_

## CARRIER/BROKER AGREEMENT

This Carrier/Broker Agreement ("Agreement") is made and entered into on \_\_\_\_\_, \_\_\_\_ by and between CET Logistics, Inc. ("BROKER"), a federally licensed transportation broker operating pursuant to MC #386266, and \_\_\_\_\_, ("CARRIER"), a federally licensed motor carrier operating pursuant to MC # \_\_\_\_\_, (collectively "PARTIES").

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that either PARTY may terminate this Agreement at any time by giving thirty (30) days prior written notice.
2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have an unsatisfactory or conditional safety rating issued from the Federal Motor Carrier Safety Administrator ("FMCSA") of the U.S. Department of Transportation ("DOT"), and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER receives an unsatisfactory safety rating, CARRIER shall immediately notify BROKER of such fact.
3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are designed to meet the needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.
4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.
5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel qualified to drive under applicable FMCSA regulations. CARRIER is an independent contractor and shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.
6. **RATES & PAYMENTS.** CARRIER agrees that the terms and conditions of this Agreement apply to all shipments handled by CARRIER for BROKER and that the terms of this Agreement control the relationship between the parties. Any provisions of the CARRIER's tariff or rules that are inconsistent with the terms of this Agreement, or which address matters not addressed herein are inapplicable. Unless otherwise stated, CARRIER will charge and BROKER will pay the rates and charges set forth in the Load Confirmation form provided by BROKER to CARRIER, for transportation services performed under this Agreement. The Load Confirmation form shall be signed and agreed to by BROKER and CARRIER before each shipment to which

the Load Confirmation form applies. CARRIER represents and warrants that there are no other applicable rates and charges except those established in the Load Confirmation form. Payment by BROKER will be made within thirty (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 has been provided at the agreed upon charge. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer or the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER. CARRIER shall be charged penalties if bill of lading or clear delivery receipt are not submitted within twenty-four (24) hours after delivery of goods being transported for BROKER. Penalties of fifty dollars (\$50.00) per day will be incurred for each day late after seven (7) days from date of actual delivery.

7. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of Shipper or its Customer in the possession or control of CARRIER.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER agrees that the provisions of 49 C.F.R. Part 370 shall govern the processing of claims for loss, damage, injury, or delay to property and the processing of salvage. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. No limitation of liability found in CARRIER's tariff, rules or classifications, including the NMFC, shall in any way limit or lessen CARRIER's liability under this paragraph. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's undisputed claim and supporting documentation. Exclusions from coverage contained in CARRIER's Cargo Insurance as required herein shall not affect CARRIER's liability for freight loss, damage or delay.

9. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages: (a) Public liability and property damage insurance ("AL") with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence, or such larger amount as required by applicable law; (b) Commercial General Liability ("CGL") Insurance covering the transportation of shipments and other operations under this Agreement in an amount not less than \$1,000,000.00 (U.S. Dollars) per occurrence. Such insurance shall also cover CARRIER's contractual liability under this Agreement; (c) All Risk Broad Form Motor Truck Cargo Legal Liability ("Cargo") insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims; (d) Statutory Workers' Compensation Insurance coverage in such amounts and in such form as required by applicable state law. CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. In addition, BROKER and Customer shall be named as additional insured's on CARRIER's CGL and AL policies, and as loss payees on the Cargo policy as evidenced by an endorsement on the certificates of insurance. Upon request, CARRIER shall provide BROKER or Customer with copies of the applicable insurance policies.

10. **INDEMNIFICATION.** CARRIER shall defend, indemnify, and hold BROKER and the Customer harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by

CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply to any portion of such Claim attributable to the gross negligence or willful misconduct of BROKER or the Customer.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** CARRIER covenants and agrees it will not disclose the terms of this Agreement or any other aspect of this Agreement or its business relationship with BROKER without the written consent of BROKER except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit or accept any business from nor perform any services directly for any shipper, consignor, consignee or Customer of BROKER where (1) the availability of such business first became known to CARRIER as a result of BROKER's efforts, or (2) the business of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and moves shipments obtained directly from customers of BROKER during the term of this Agreement or for twelve (12) months thereafter without utilizing the services of BROKER, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from transporting for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue. CARRIER shall not utilize BROKER's or the Customer's name or identity in any advertising or promotional communications without confirmation of BROKER written consent.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of 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 prior written consent of BROKER.

13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** CARRIER may not assign, transfer, grant any security interest over, or deal in any other manner with the benefit of all or any part of this Agreement, nor sub-contract or novate any or all its obligations under this Agreement without prior written consent (such consent not to be unreasonably withheld or delayed) from BROKER. At any time during the term of this Agreement, BROKER may assign, transfer, grant any security interest over or deal in any other manner with the benefit of all or any part of this Agreement, or subcontract any or all of its obligations under this Agreement without the prior written consent of CARRIER.

14. **ELECTRONIC SIGNATURE.** This Agreement, including any appendices and any subsequent amendments, may be executed in one or more counterparts, each of which will be deemed an original, and all of which together constitute one and the same agreement. This Agreement may be executed by facsimile, portable document format (PDF) or other electronic methods (e.g. Adobe Sign), and a facsimile, PDF or other electronic signature will be treated as an original signature.

15. **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 provisions of this Agreement shall continue in full force and effect.

16. **WAIVER.** CARRIER and BROKER expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER's to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

17. **CHOICE OF LAW.** This Agreement is deemed executed by both parties in Stone County, Mississippi, and the laws of the State of Mississippi apply to this Agreement.

18. **DISPUTE RESOLUTION.** Should any dispute arise out of this Agreement, or any obligation of any

party under this Agreement, the Parties agree to mediate the dispute with an attorney licensed in the State of Mississippi serving as mediator. Should the Parties be unable to resolve the dispute through mediation, the Parties agree that any lawsuit arising out of or related to this Agreement shall be filed in Stone County, Mississippi. The Parties further agree that the Circuit Court of Stone County, Mississippi has jurisdiction over the parties and over any dispute arising out of or related to this Agreement, and that venue of any such dispute is proper in Stone County, Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first written below.

**CET Logistics, Inc.**

By: Donna Patterson

Date: \_\_\_\_\_

**CARRIER**

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

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

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

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

**CET LOGISTICS, INC.  
PO BOX 306  
WIGGINS, MS. 39577  
800-382-4158  
601-928-3770 EXT 112  
601-385.0352**

**IMPORTANT NOTICE**

**IF YOU FACTOR, PLEASE PROVIDE THE NOTICE OF ASSIGNMENT PACKET TO  
INCLUDE THE NAME AND ADDRESS OF YOUR FACTORING COMPANY.**

**CARRIER NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**FACTORING COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																				
2 Business name/disregarded entity name, if different from above																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <table style="width: 100%; margin-top: 5px;"> <tr> <td><input type="checkbox"/> Individual/sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____                             </td> </tr> <tr> <td colspan="5"> <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.                             </td> </tr> <tr> <td colspan="5"> <input type="checkbox"/> Other (see instructions) ▶ _____                             </td> </tr> </table>	<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____					<b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.					<input type="checkbox"/> Other (see instructions) ▶ _____				
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<input type="checkbox"/> Other (see instructions) ▶ _____																				
4 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) _____																				
(Applies to accounts maintained outside the U.S.)																				
5 Address (number, street, and apt. or suite no.) See instructions.																				
Requester's name and address (optional)																				
6 City, state, and ZIP code																				
7 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		

## 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 for Part II, later.

<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.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### 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, later.*



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-386266

KNOW ALL MEN BY THESE PRESENTS, that we, CET Logistics, Inc.

(Name of Broker or Freight Forwarder)

of PQ Box 306  
(Street)

Wichita  
(City)

KS  
(State)

39677  
(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:

- 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 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.
- 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 Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

- 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 2 day of Oct, 2013.

TRUSTOR

CET Logistics, Inc.  
COMPANY NAME

PO Box 306 Wiggins  
STREET ADDRESS CITY

MS 39577 (601) 928-3770  
STATE ZIP CODE TELEPHONE NUMBER

Charles Evans, President  
(type or print Principal officer's name and title)

Donna Patterson  
(Principal officer's signature)

Donna Patterson  
(type or print witness's name)  
(witness's signature)

TRUSTEE

Pacific Financial Association, Inc.  
COMPANY NAME

12707 High Bluff Dr., Ste. 200 San Diego  
STREET ADDRESS CITY

CA 92130 (800) 595-2615  
STATE ZIP CODE TELEPHONE NUMBER

Daniel J. Larson, President  
(type or print Principal officer's name and title)

[Signature]  
(Principal officer's signature)

[Signature]  
(type or print witness's name)  
(witness's signature)

**NOTICE OF CANCELLATION**

This is to advise that the above Trust Fund Agreement executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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 \_\_\_\_\_, 2013, 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.





September 04, 2020

DON MATTOCKS  
CET LOGISTICS INC  
PO BOX 306  
WIGGINS, MS 39577

**CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) ASSIGNMENT**

The Standard Carrier Alpha Code of **CEGK** has been assigned to:

CET LOGISTICS INC  
PO BOX 306  
WIGGINS, MS 39577  
MC-386266  
US DOT- 2226539

This Alpha Code will apply only to the company name shown above through June 30, 2021. Approximately two months prior to expiration of this SCAC, NMFTA will provide an invoice for renewal which must be promptly returned together with payment to ensure its continued validity. Should the company name, address or contact information need an update, please notify the National Motor Freight Association, Inc. at [customerservice@nmfta.org](mailto:customerservice@nmfta.org).

If you participate in the Customs & Border Protection (CBP) ACE program and you have any issue with ACE and your SCAC, please contact CBP at the following address:

[AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov)  
Customs and Border Protection  
Attention: SCAC Beauregard, Cube: A-105-3  
1801 N. Beauregard Street  
Alexandria, VA 20598-1350

If you would also like to participate in the Automated Export System (AES) program, please email [AMSSCAC@cbp.dhs.gov](mailto:AMSSCAC@cbp.dhs.gov) and [askaes@census.gov](mailto:askaes@census.gov) a request to enable your SCAC for AES. All SCACs are automatically uploaded to ACE within 24 hours.

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A non-U ending Alpha Code should be obtained to satisfy other requirements such as company identification for Customs, Electronic Data Interchange, freight payments, tariffs, etc.

**NOTICE:** Assignment of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.