

CARRIER INFO REQUIRED FOR SET-UP:

GENERAL INFORMATION:

MC# 890546-B DUNS#: 079632453

EIN: 47-2218893 SCAC: MYWL

MAILING ADDRESS:

1300 E 86th St. Suite 14, #128

P: (888) 557-4213

Indianapolis, IN 46240

F: (317) 550-1560

FINANCIAL / BANK INFORMATION:

JP Morgan Chase Bank Indianapolis, IN 46250

Edward Cho P: (317) 578-3564

CREDIT REFERENCES:

Mercers Transportation Louisville, KY P: (800) 847-2796 imh@mercer-trans.com

Red N Gold
Plainfield, IN
P: (317) 777-0248
redngoldllc@yahoo.com

MS Transportation

Indianapolis, IN P: (317) 334-0600 mneitzel@msl-indy.com

PLEASE SUBMIT CARRIER SET-UP DOCUMENTS
VIA EMAIL TO **ADMIN@MYWAY-LOGISTICS.COM**



MC AUTHORITY

CARGO INSURANCE

Taxpayer ID #/EIN

SIGNED BROKER-CARRIER AGREEMENT

MYWAY LOGISTICS LLC

1300 E 86th Street Suite 14, #128 Indianapolis, IN 46240 P: 888.557.4213 F: 317.550.1560 www.myway-logistics.com

BROKER CARRIER AGREEMENT MYWAY LOGISTICS LLC

THIS AGREEMENT is made and entered on _	, 20 <u>17</u> by and between
MyWay Logistics, LLC ("BROKER") and	("CARRIER").

I. Recitals.

- A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer");
- B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

II. Agreement.

- A. <u>TERM.</u> The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.
- B. <u>CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW</u>. 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 a conditional or unsatisfactory safety rating issued from the United States 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. CARRIER agrees to notify BROKER within twenty-four (24) hours of receiving a conditional or unsatisfactory Safety Rating from the DOT. In the event that CARRIER is requested by BROKER to transport any shipment required by the DOT to be placarded as a hazardous material.
- C. <u>PERFORMANCE OF SERVICES</u>. CARRIER's services under this Agreement are specifically designed to meet the distinct 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 it Customer.
- D. <u>RECEIPTS AND BILLS OF LADING.</u> Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. When picking up a load at a shipper's facility, CARRIER shall instruct its drivers to obtain the correct bill of lading showing CARRIER as the carrier. If it is not, CARRIER shall, or will instruct its drivers to mark out BROKER's name on any bill of lading and to write in CARRIER's name as the motor carrier of record for the delivery. Regardless of whether the BROKER nor the services provided by the BROKER. 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 conditions and provision 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. <u>CARRIER'S OPERATIONS</u>. 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. CARRIER, not BROKER, shall have full control of such personnel; shall select, dispatch and coordinate driver services; 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. <u>INDEMNITY</u>. CARRIER shall defend, indemnify, and hold BROKER and its shippers/customers, harmless from and against all loss, liability, damage, claim (including cargo loss, damage or delay claims), fine, costs 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 its equipment.
- INSURANCE. CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:
 - a. Automobile liability insurance and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$250,000.00 (U.S. Dollars) per occurrence.
 - b. All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions, deductions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.
 - c. Statutory Workers' Compensation Insurance and Employer Liability coverage in such amounts and in such a form as required by applicable state law.
 - d. CARRIER shall furnish to BROKER written certificates obtained from the insurance carrier, which insurance carrier shall have a rating by A.M. Best of A-7 or better, 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 polices shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies within five (5) days of a written request.
 - e. CARRIER agrees to have BROKER named as an additional insured on its automobile liability, property damage insurance; an cargo legal liability insurance; and as alternative employer on its state worker's compensation insurance and employee liability insurance. CARRIER agrees to

provide BROKER with evidence of additional insured and alternative employer designation on such policies within five (5) days of a written request.

- 8. <u>FREIGHT LOSS, DAMAGE OR DELAY.</u> 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 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. CARRIER shall be liable to BROKER or the Customer for any freight loss, damage or delay of Claim. 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 invoice and supporting documentation for the claim.
- 9. <u>WAIVER OF CARRIER'S LIEN</u>. 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 BROKER or its Customer in the possession or control of CARRIER.
- 10. <u>PAYMENTS</u>. CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within twenty-one (21) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, an any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge.

All invoices, whether original or short pay, must be presented by the CARRIER to the BROKER within one hundred and eighty (180) days of completion of services else such invoices shall be deemed as waived. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for 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 pursuant to Section 8 of this Agreement.

11. <u>CONFIDENTIALITY AND NON-SOLICIATION</u>. Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure 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 obtain traffic from any shipper, consignor,

consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER or obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, 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 traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue within ten (10) days of a written request therefore.

12. <u>SUB-CONTRACT PROHIBITION</u>. 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.

CARRIER shall defend (including payment of reasonable attorney's fees and costs), indemnify and hold harmless BROKER and its customer from and against any claims for direct or duplicate payments claimed to be due to any sub-contractor, broker or any other third party used by CARRIER. In the event that any sub-contractor, broker or any other third party used by CARRIER. In the event that any sub-contractor, broker or any other third party used by CARRIER makes a claim against BROKER or its customer, for freight charges not otherwise paid by CARRIER, BROKER may, in its sole discretion, withhold payment for freight charges to CARRIER in the amount claimed to be due such sub-contractor, broker or other third party, together with an additional amount equal to fifty percent (50%) of the sum claimed by the sub-contractor, broker or other third party, as and for reimbursement to BROKER for expenses incurred in responding to and protecting against such claim(s). CARRIER shall indemnify, defend and hold harmless BROKER and its customer from and against any claim, action, demand or damages, including reasonable attorney's fees and costs incurred by BROKER or customer, related in any manner to and resulting from the use by CARRIER of any sub-contractor, broker or other third party.

- 13. <u>ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.</u> This Agreement may not be assigned or transferred in whole or in part, and supersedes all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER, provided, however, that any terms in any subsequent Rate Confirmation Contract executed and exchanged between the parties shall prevail in the event of any conflict in terms between this Agreement and such Rate Confirmation Contract. This Agreement shall be binding upon and ensure to the benefit of the parties hereto.
- 14. <u>SEVERABILITY</u>. 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.
- 15. <u>WAIVER</u>. CARRIER and Shipper 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 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 o privileges herein.

16. <u>DISPUTE RESOLUTION</u>. This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Indiana and in the event of disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

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 above written.

BROKER		CARRIER
	MyWay Logistics, LLC	
Ву:		Ву:
Printed:	Emily Lawton	Printed:
Title:	Organizer/Owner	Title:
Address:	1300 E 86 th St. Suite 14, #128, Indianapolis, IN 46240	Address:
Phone:	(888) 557-4213	Phone:
Fax:	(317) 550-1560	Email:
Email:	admin@myway-logistics.com	EIN#:



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

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

SERVICE DATE November 21, 2014

LICENSE MC-890546-B U.S. DOT No. 2559091 MYWAY LOGISTICS LLC INDIANAPOLIS, IN

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.

Jeffrey L. Secrist, Chief

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Information Technology Operations Division

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line;				Seri	a to tu	e iks.	
MyWay Logistics LLC								
2	2 Business name/disregarded entity name, if different from above							
ge	90							
ď	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: 4 Exemptions (codes apply one)							
8 0						ly only to		
single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.			☐ Trust/estate	certain entities, not individuals; see instructions on page 3):				
Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.				Exempt payee code (if any)				
rint		check the appropriate box in	the line above for	Exemption		ATCA re	porting	
<u> </u>	Other (see instructions) ▶			code (if an		dein d		
eci	5 Address (number, street, and apt. or suite no.)		Requester's name a	and address	fontion:	alled outs	ide the U.S.)	
ŝ	1300 E 86th Street Suite 14, #128 6 City, state, and ZIP code				(opaoii	41)		
See	Indianapolis, IN 46240							
	7 List account number(s) here (optional)							
	and doodant number(s) here (optional)							
Par	Taxpayer Identification Number (TIN)							
Enters	(Our TIN in the engraperiet I							
backu	o withholding. For individuals, this is generally your social security nuntralien, sole proprietor, or disregarded entity, see the Part Lingtonsia.	me given on line 1 to avo	oid Social sec	urity numbe	er			
entities	nt alien, sole proprietor, or disregarded entity, see the Part I instruction, it is your employer identification number (EIN). If you do not have a page 3.	ons on page 3. For other	" a	-	٦.	П	TT	
TIN on	page 3.	number, see How to get	a					
Note.	Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for Employer identification number							
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			4 7 -	2 2	1 8	8 9	3	
Part								
1 The	penalties of perjury, I certify that:							
2 100	number shown on this form is my correct taxpayer identification num	nber (or I am waiting for a	a number to be iss	ued to me)	: and			
						rnal Re	venue	
no l	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					that I am		
	3. I am a U.S. citizen or other U.S. person (defined below); and							
4. The	ATCA code(s) entered on this form (if any) indicating that I am exem-	nt fra	320					
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 interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and instructions are not required to store than interest and dividends, you are not required to store the certification.					nolding			
general	ly, payments other than interest and dividends, you are not required to ions on page 3.	of debt, contributions to	an individual retire	ment arrar	. For 11 igeme	nt (IRA)	e . and	
instruct	ions on page 3.	o sign the certification, t	out you must provi	de your co	rrect T	IN. Sec	the	
Sign Here	Signature of U.S. person ▶	Value -	10/2	7/0	N	7		
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Gene	eral Instructions	Form 1098 (home morte)	page interest) 1098-	= (etudent le	on inter	-0 400		
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)					1-8			
ruture q	evelopments. Information about developments affecting Form W-9 (such tion enacted after we release it) is at www.irs.gov/fw9.	• Form 1099-C (canceled	debt)					
	is at www.irs.gov/tw9.	Form 1099-A (acquisition Use Form W 9 celuities)	n or abandonment o	f secured pr	operty)			
- 1	Purpose of Form Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.					to		
	dual or entity (Form W-9 requester) who is required to file an information the IRS must obtain your correct taxpayer identification number (TIN)	If you do not return For	m W-9 to the request	er with a TIN	J. vou n	niaht he	subject	
which ma	by be your social security number (SSN), individual taxpayer identification TIN), adoption taxpayer identification		e virial is backup wit	hholding? o	n page	2.	subject	
identificat	tion number (EIN), to report an an information number (ATIN), or employer	By signing the filled-out 1. Certify that the TIN vi		ot for very		177.0° - 007.0°-000-001		
	her amount reportable on an information return. Examples of information return. Examples of information clude, but are not limited to, the following:	 Certify that the TIN ye to be issued), 				g for a n	umber	
• Form 10	199-INT (interest earned or paid)	Certify that you are not a claim exemption from the companion fro	ot subject to backup	withholding.	or			
• Form 10	199-DIV (dividends, including those from stocks or mutual funds)	Claim exemption from applicable, you are also coany partnership income from the composition of the comp					yee, If	
Form 10	199-MISC (various types of income, prizes, awards, or gross proceeds)	any partnership income from						
325000000000000000000000000000000000000	199-B (stock or mutual fund sales and certain other transactions by	4. Certify that FATCA co	ide(s) entered on this	form (if and	T			
• Form 10	99-S (proceeds from real estate transactions)	exempt from the FATCA re page 2 for further informat		ee What is F	ATCA	eporting	? on	

Form 1099-K (merchant card and third party network transactions)

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

и вмс-85

Filer FMCSA Account Number: 24369-00

License No. MC- 890546

KNOW ALL MEN BY THESE PRESENTS, that we,

MYWAY LOGISTICS LLC

(Name of Broker or Freight Forwarder)

INDIANAPOLIS (City)

Indiana (State)

46240 (7:0)

of 2946 RIVER BAY DR N (Street)

as TRUSTOR (hereinafter called Trustor), and LIBERTY NATIONAL FINANCIAL CORP

(Name of Trustee)

a financial institution created and existing under the laws of the State of Oklahoma

as TRUSTEE (hereinafter called Trustee)

hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents

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

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

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

- 1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- 2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- 3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has not expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- 4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- 5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- 6. Trustee shall pay, up to a limit of Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by 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 rec	quest.		and a subject to treater apport equest at
This agreement shall be governed by the laws and regulations of the FMCSA.	in the State of Oklahoma	, to th	e extent not inconsistent with the rule
This trust fund agreement is effective the $\frac{5 \text{th}}{address of the Trustor as stated herein and shall contain the $	day of November	, 2014	, 12:01 a.m., standard time at the
Trustee shall not be liable for payments of any of tagreements, undertakings, or arrangements made Agreement, as herein provided, but such cancellatarising as the result of contracts, agreements, or as such cancellation becomes effective.	he damages hereinbefore des by the Trustor for the supply tion shall not affect the liabilit	scribed which ar ing of transports v of the Trustee	ise as the result of any contracts, ation after the cancellation of this for the payment of any such damages.
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TRUSTOR		TRUSTEE				
MYWAY LOGISTICS LLC		LIBERTY NATIONAL FINANCIAL CORP		AL CORP		
COMPANY NAME		COMPANY NAME				
2946 RIVER BAY DR N	INDIANAPOLIS	PO BOX 6089		NORMAN		
STREET ADDRESS	CUTY	STREET ADDRESS		CITY		
Indiana 46240	(317) 730-7032	Oklahoma	73070	(405) 321-5310		
STATE ZIP CODE	TELEPHONE NUMBER	STATE	ZIP CODE	TELEPHONE NUMBER		
EMILY LAWTON - ORGANIZER	/OWNER	CYNTHIA MAR	TINIAN /			
Atype of print Petrelpat officer	Frame and title)	CILL	print Printipal officer	name and title)		
Principal officer's sign	Principal officer's suprinting)		(Principal officer's signature)			
(type or print witness name)		Succession (type or print u(tness's name)				
WHY WY	<u> </u>		And the same of the contract of the party of the contract of t			

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 5th 10 day of November

NC This is to advise that the above Trust Fund Agreement executed on the day of November 2014 _ 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 ., 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. Signature of Authorized Representative Date Signed

(affix Trustee seal)

the financial ability to discharge them.





EMILY LAWTON MYWAY LOGISTICS LLC 1300 E 86TH ST SUITE 14 #128 INDIANAPOLIS, IN 46240

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of MYWL has been renewed for:

MYWAY LOGISTICS LLC 1300 E 86TH ST SUITE 14 #128 INDIANAPOLIS, IN 46240 MC- 0890546 US DOT- 2559091

This Alpha Code will apply only to the company name shown above through June 30, 2018. 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 or address change, please notify the National Motor Freight Association, Inc. at the address below.

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, etc.

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:

Customs and Border Protection Attention: SCAC Beauregard, Cube C-231-1 1801 N. Beauregard Street Alexandria, VA 20598-1350 AMS.SCAC@DHS.GOV

NOTICE: Renewal 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 inconnection with freight rates. For participation and membership information, please call (703) 838-1810

BENC Women's Business Enterprise National Council

hereby grants

National Women's Business Enterprise Certification

MYWAY LOGISTICS LLC

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein. WBENC National WBE Certification was processed and validated by Great Lakes Women's Business Council, a WBENC Regional Partner Organization.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE)

miga the Expiration Date: February 19, 2018 Certification Granted: February 19, 2016

Great Lakes Women's

WBENC National Certification Number: 2005128373

Authorized by Michelle Richards, Presid Great Lakes Women's Business Council

Accelerating business growth



































