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MC- 554980

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

KNOW ALL MEN BY THESE PRESENTS, That we D & S Loeistics LLC  
(Bro:":",)  
of 7902 Gerber Road #306 Sacramento, CA 95828  
(Stre") (City) (Strar~) (Zip ~od~)

as TRUSTOR (hereinafter called Trustor), and P ACmC FINANCrAL ASSOC£A TrON. MC.  
(Na",~ ofT", 'ce)

s fUlsncial inSlilution created and existing under the laws of tile State of California  
(State or Distriel ofColumbie) :IS TRUSTEE

(hcreln:Uter C3!led Tru>lee) hold and finny bind our<elve.s and our heirs. e.eculo,"" udmistr~. succ<c\$soI3, and assigns,joindy und severcully, iinny by these pl<S<nIS.

WHEREA^, the Trustor i. or inlcQds to become a Bro~Cr pursmml 10 the pro'ision. oCd.c Title 49 U.S.C. 13904. and the rules and regulolions "f  
dle Federal Molar Cortier Sarel)' Adminisllation relatin~ 10 insur"ee or other..... "Urity for the protection of mOlor eame.. And shippers. and has  
cleeled lu file with the Federal MolOrC.mcr Safety Adnlini~ion such a Trust Fund AglCClncl ... wUl ensure financial responsibililr and the SU'p)ing oftr:lnspot..llion  
subject 10 the ICC Te.mi.'lion Act ur 1995 ;n accordnn.e with "onlrucl<. "l;Teemc:nl<, or !U11Ulgemcns Iheretor. ond

WHEREAS, this Trust Fun~ Ag.eemell is wriad to assure compliance b)' the Truslor as 0 licensed Pral"rty Broker aFTmnsportmion by molor  
'ehiele "ilh 49 ti. S. C 13~Oh(b). and the rule5 and regulations ofthe Federo! MOlor Comer Sofel)' Adminisualion. leloling 10 insurance or other  
seetit). for dle ploCttlon oCmotor carries or shippels, artd shall inure to the benelil of nul' und uti mutore:oric::s or shipl""S 10 whom the Trustor  
n>oy be logcllr,lioble ror 11J1)' of the dDJn:I;e.< berein d<,cribed.

NOW, THEREFORE, the l""lur und trustee, t"" =omplish the move. ogICC:lS follows:

1. Trustee agree:: thai payment< m,de pU""""t to the .a:urity provided herein to shippers Wid. ".Olor e.,tters purSIMllo this 1M.reemenr will be mode e:(elusivcJ~' ond direc:ly 10  
shippels or motor carriers dlol ore parties [0 conracts, ogcemenL' or orrangemenS "ib Trustor.

2. Trustee sgrces th'l (lte protection afforded 10 shippers :Old motor coaiers hereby) will conline until ony IIIId oil claims mode by shipp= or motor COtters for which TrustOr  
may he legully lioble h.-e been scded onnUilhe funds deposited by TIIIstor pUISuanl 10 Ibis Agreement h.'e been .,housted, '\Tuthevc c<>mcS tilSI

J. The p""lcs hcttIO oekno\ldg.e and eeniY tbof said TnlSIC< shall exelusively m3fl3gelhe security and ItUsl fund, as herein set IMh.:UId shall have 'e:l-.llitlc 10 lbe seooril)  
ond VuSI fund, pursuant 10 the lenns Wid «mditins ... set forth In this agrccmc:nt. Furber. Ille panic, hercto. ond lbe ""d Tro'lce, ... e'udenced by dleirsignollres to Ibis  
ogtC<.Illent. acknowledge and cenify that (a) said T'l'lStcc, neither h... nur e.peel;:o b:lye WIY imeresL fin:!!lcial, proptic~, orolherwise, wh9lsut'cr. in Tru.^(m; und (h)  
!::lid 'l"nr;I<r. neither h8S norc~ to ha'c MY inter-t. financ.ial. pmprictW), or often'isc. whatSOCYCr. in Teuslcc.

4. 'lru.ta w."owledge, lbe receipt ofthe slim ofTen Tltous:rnd Dollars (\$10,000.00). 10 be held in InISt under the lerns o.nd eondilion. sel forth  
herein,

5. TIIIstce may, within ils sole discrelion, invest the Co.nds comprising the eo<pus of 111';; Iru:l fund co..iscln"itb il< fiduci,'Y obligation under appli..ble law.

6. TCWlcc sb:ill pa). ul' In n limllof'c:n Thousand 1>OllolS (SIO,000. 00), directly to" sbllper or IMror c:uricr ally' sum or SUlns wbieb Tnlst~ in good f.ih. dctcnnoes [hat die  
Trustor h. Cailcd [0 pay and would be held legully lioble by re:ISon ofTtuSI()('S foilure 10 peronn fnithfully) its contractS, ogJtmenLs. Or urrange:mcnls for tmnsportacion by  
oubori7.ed RIol(>f corrie,"" made by Truslor while lhis aSCClllell is in effect. IcgDtdless "flhe tinsncial responsibility or lack tle-t; or [he .olvcncy or bonkrupcy. oCTnslor.

7. In the c:vcnllbot the trust fund is drawn upollond theCOlpus aCthelruS[ fJud is 0 sunllo:ss dIDII Ten Thousand Dollars (SIO,0oo.OO), Truslo. shall within U.i\y) (30; da)...  
replenish lbe INSI fund up li) Ten Thousand DoUurs (SIO,000.OO) by po>ng to lbe Truslcc "sum <quo' to tle di'l'reore between lh= ""istin: corpus ".fthe ausr fund..d Tc:n  
Thousand [)Oll~ (\$10,000.00).

8. Trustee shall immedinley give written nOlice to lbe FMCSA ofolllawsuits filed. judgment.> rendered. ond payments made under d.is Ir""l sgrcment :lid of  
OHY f"tlure by TIIIstor to r.plenish lbe Inl;f fund os required herein.

9. This .grccment may be canceled or any lime upon d.iny (30) days Miaen no.ice b)'lbe Trusl~ "rTruslor to the FMCSAon the Co.nn printed nt lbe borrom ofUlis  
ag.eclllenl. The thirty (30) duy nolice period shall conur.uncc up<n u"lllul receipt of a copy of the trust rond agrccment ,villllll.. completed ."tice nfCCIRcllation at lbe  
FMI'SA's Wasbin£ Ion. DC ottic<. The TnlSlee andlorTruslor specifie..lly .getS 10 file such "nil",n nOlice of canecllajion.

10. All sunIS d'e lbe Trustee os a result. directly or indiroedly. of tile administration ofthe truSt fund under Illis agre~.menl sh:d be billed di..etl~'lo Trusror ondllllo event.boll  
<llid sums he rr.sid ff(lm the ""pus ofthe truSI fund he..in esr.'lblished.



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

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

This trust fund agreement is effective 10 day(s) 2006, 12:01 a.m., Standard Time at the address of the Trustor as stated herein and shall continue in force until terminated herein provided.

Trustee shall not be liable for payments of any of the obligations hereinbefore described which arise as the result of any contractual agreements, undertakings, or obligations 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 Trustor for the payment of any such obligations arising under the terms of contracts, or obligations made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 10 day 10 of December, 2006.

TRUSTOR

Name: D & S Logistics LLC  
Address: 2002 Georgia Pkwy #306, Suwanee, GA 30088  
Telephone No.: (816) 682-6946  
By: Lenuta A. Cloran, Member (Signature and Title)

Witness

Name: TRUSTEE  
13461 Sparren Court, BUCKINGHAM ASSOCIATION, INC.  
Address: (877) 905-1818  
Telephone No.: J.P. Watson, President  
By: (Signature and Title)

Only financial institutions may qualify as Trustee. Trustee, by the above signature certifies that it is a financial institution and, legally, it assumes the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE PROPOSED 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 TIME \_\_\_\_\_ DAY or \_\_\_\_\_ 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 SIGNATURE

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR