



## ACE HEAVY HAUL, LLC

The following information is needed in order for us to set your company up as an approved carrier for ACE HEAVY HAUL, LLC.

Please return to:  
ACE HEAVY HAUL, LLC  
307 Oates Road Suite H  
Mooresville, NC 28117  
Fax 704-353-7958

- Automobile Liability Insurance  
**Must show Ace Heavy Haul, LLC as certificate holder.**  
A minimum of \$1,000,000 coverage is required.

<p><b>Please note Insurance Certificates MUST show VIN #s if policy is for Scheduled Vehicles. Carrier will not be approved until received.</b></p>
---

- Cargo Insurance  
**Must show Ace Heavy Haul, LLC as certificate holder.**  
A minimum of \$250,000 coverage is required.
- Worker's Compensation Insurance
- Operating Authority
- Internal Revenue Form W-9
- Contract Carrier Agreement signed and returned

Once we have all the above information, your company will be set up with us as a carrier. If you have any questions concerning this matter, please contact Carrier Setup at 704-235-0460 ext. 1021

**We cannot pay your company's invoice until all information requested is returned to our office.**

Thank you for your cooperation.

ACE HEAVY HAUL, LLC  
307 Oates Road Suite H  
Mooresville, NC 28117  
P 704-235-0460  
F 704-353-7958

# ACE HEAVY HAUL, LLC

## CARRIER PROFILE PAGE

<u>Contact Information</u>		<u>Services</u>	
Carrier Name:			<b>Yes    No</b>
Physical Address:		Flats:	___    ___
Mailing Address:		Step Decks:	___    ___
City, State, Zip:		Stretch Trailers:	___    ___
Dispatch Contacts:		Vans:	___    ___
Operations Manager:		Reefers:	___    ___
POD Contact:		Hazardous Materials:	___    ___
Phone Number:		Less than Truckload LTL	___    ___
Toll-Free:			
After Hours Phone:			
Fax Number:			
Email Address:			
Hours of Operation:			
Do you Factor?	___ Yes ___ No (If yes please list factoring company and pay to information below.)		
Info Factoring Company name and phone #			
ICC / MC #:		Type of Authority: common, contract or broker	
Federal ID #:		US DOT#:	
Insurance Information: Please fax certificate with Ace listed as Certificate holder and mail original			
Insurance Carrier Name:		Insurance Carrier Name of Liability Insurance:	
Cargo Liability Amount:		Public Liability Amount:	
Expiration Date of Cargo:		Expiration Date of Liability:	
<b>Operating Area</b>			
Primary Traffic Lanes Services:			
Primary Backhaul Needs:			

# ACE HEAVY HAUL, LLC

## BROKER Contract Carrier Agreement

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (and all affiliates and subsidiaries) MC# \_\_\_\_\_ an I.C.C. licensed contract motor ("Carrier") and ACE HEAVY HAUL, LLC, 307 Oates Road Suite H, Mooresville, NC 28117, ICC# MC-754608 licensed broker **ACE HEAVY HAUL, LLC herein known as broker.**

1. This Agreement shall govern all shipments arranged for by **BROKER** as a property broker and tendered by it to Carrier for transportation by Carrier. This Agreement shall be effective one year from the date of execution and shall automatically renew on the anniversary date unless canceled by either party in writing on 60 days' notice.
2. CARRIER warrants that it maintains the following insurance: (a) personal injury and property damage insurance \$1,000,000 minimum per occurrence as defined by 49 C.F.R. 387; (b) all risk motor cargo insurance in the amount of not less than \$250,000.00 per shipment and any additional coverage as may be notated on the rate confirmation up to \$1,000,000.00 per occurrence, co-extensive with CARRIER's legal liability; (c) worker's compensation insurance as required by state law; (d) commercial general liability in the amount of not less than \$1,000,000 per occurrence. CARRIER shall provide certificates of insurance with 30 days notice of cancellation and warrants that all policies shall inure to the benefit of BROKER and its customers and shall contain no limitation or restriction on coverage or type of loss.
3. Carrier agrees that at no time during the term of this contract with **Broker**, shall it have an "Unsatisfactory" or "Conditional" safety rating as determined by the Federal Motor Carrier Safety Administration (FMCSA) or if any future safety rating has otherwise been downgraded by FMCSA, it shall immediately notify **BROKER** and shall not transport any freight hereunder without **BROKER's** prior written consent. The provisions of this paragraph are intended to include safety rating designations which may replace those above, which are subject to change by FMCSA at any time.
4. **BROKER** agrees to pay CARRIER for the transportation of freight moved under this AGREEMENT in accordance with the rates set forth in Appendix "1" attached hereto and made a part hereto, or as set forth in rate confirmation sheets, which will become part of this contract. Standard payment terms are 22 days from the date of receipt of all paperwork and supporting documents. Modifications or additions to these rates must be agreed to in writing to meet specific shipping schedules. Verbally modified rates must be confirmed in writing and signed by both parties. If **BROKER** pays the freight invoice on a reduced amount, such shall constitute the agreement rate, unless CARRIER indicates in writing the contract to **BROKER** within sixty (60) days of its receipt of payment.
5. **BROKER** and Carrier agree that this written bilateral contract is made in accordance with 49 U.S.C. 14101(b) and that all applicable statutes, duties and obligations are expressly waived to the extent they are in conflict with the terms and conditions of this Agreement. No rule, tariff classification, term or condition not expressly included in this document or agreed to in writing and acknowledge by both parties shall modify or supersede the terms and conditions of this Agreement.
6. CARRIER warrants that it will comply with all federal, state and local laws, including but not limited to, laws governing the safe operation of commercial vehicles, employment laws, etc. Carrier warrants that its equipment is maintained in good order, and is suitable for the transportation of the shipments tendered to it. As an independent contractor, Carrier agrees to defend and indemnify and hold harmless Broker and its customers from and against all fines or penalties and liabilities resulting from Carrier's failure to comply with such laws, rules, regulations, or ordinances.
7. The parties agree that this Agreement is not intended to create a joint venture or a subcontracting relationship. Carrier warrants that it is solely responsible for compliance with all workers compensation law governing its employees and that it is in compliance with those laws.
8. CARRIER warrants it shall issue a Uniform Bill of Lading showing its name as carrier of record at time of pickup and ACE's role as a broker and third party bill to. CARRIER shall issue nonconforming shipping documents as receipt for goods only and warrants it accepts liability pursuant to 49 U.S.C. 14706 for the loading, transportation and delivery of shipment. CARRIER warrants it shall acknowledge and provide proof of coverage for all claims within 60 days of receipt in accordance with 49 C.F.R. 370. Upon request by

# ACE HEAVY HAUL, LLC

BROKER or its customer, CARRIER agrees to submit all claims to binding arbitration before the TLA ADR Council. **BROKER** reserves the right to offset freight invoices for any loss, damages, pallet charges, or any other charges that are created by the CARRIER in their performances under this AGREEMENT.

9. CARRIER agrees to defend and hold harmless **BROKER**, its customers, consignor or consignee from any claim, damage, cause of action, fine or penalty, including attorney's fees and costs, arising out of the breach of warranty contained herein or any negligent or willful act or omission of CARRIER's, its agents and employees.
10. CARRIER will bill charges for transportation services directly to **BROKER** and CARRIER shall provide **BROKER** with an original signed Bill of Lading and Delivery Receipt (or certified copy of same), plus a copy of the signed rate addendum in order to receive payment. CARRIER must invoice **BROKER** with the original Bill of Lading and Proof of Delivery within 60 days or forfeit payment. It is CARRIER'S responsibility to provide documentation for any and all accessorial charges except for fuel surcharge. Subject to the right of offset for unresolved breach of warranty and negligence claims, **BROKER** will pay CARRIER within 22 days of receipt.
11. CARRIER warrants it will refrain from any direct contact or solicitation of **BROKER'S** customers during the term of the AGREEMENT and for a period of one (1) year from the time of the termination of this AGREEMENT, unless otherwise agreed to in writing. As liquidated damages, Carrier agrees to pay Broker a ten percent (10%) commission on all traffic handled in violation of this covenant for a period of one (1) year following cancellation of this Agreement.
12. **BROKER** warrants that it is an independent contractor solely responsible for its own acts or omissions. **BROKER** shall be the agent for CARRIER for the collection and payment of charges to CARRIER. The CARRIER authorizes **BROKER** to invoice the customer a consignee, or consignor, for freight charges on behalf of the CARRIER and agrees to **BROKER**, as their customer, is solely responsible for payment at all charges to the CARRIER.
13. CARRIER warrants that at its sole cost and expense it shall furnish all equipment required for its services hereunder and shall maintain all equipment in good repair and condition and accepts legal responsibility for the loading, unloading and transportation of tendered cargo from origin to destination. CARRIER, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel and refer to rate confirmation for any additional driver requirements. Without the prior written consent of **BROKER**, CARRIER shall not permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation (No double brokerage under any circumstances).
14. The provision of this AGREEMENT shall be binding upon and ensure directly to the benefit of the parties hereto, **BROKER's** customers, consignor and consignee of all shipments transported hereunder and may be independently asserted and enforced by them. Obligations of this AGREEMENT are separate and divisible and in the event that any clause is deemed unenforceable, the balance of the AGREEMENT shall continue in full force and effect.
15. CARRIER warrants that it will not reveal to anyone the terms of this AGREEMENT, the pricing of transportation services, or any other details of the business conducted between CARRIER and ACE HEAVY HAUL, LLC.
16. This contract is binding upon the parties hereto, their successors and assigns, and shall be construed consistent with general principles of federal transportation laws and the Laws of the Commonwealth of North Carolina. The parties agree that jurisdiction and venue for any legal action arising pursuant to this agreement shall vest and remain in the County of Iredell.
17. This Agreement shall be deemed to be effective on the first date that CARRIER and **BROKER** commenced business together and parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior AGREEMENTS, both verbal and in writing. This AGREEMENT shall be effective continuously subject to the right of either party to the other.

# ACE HEAVY HAUL, LLC

Please execute and return the first 3 pages of this agreement with a completed profile page, W-9, proof of insurance, and a copy of your FMCSA authority to fax number 704-353-7958 or by mail to 307 Oates Road Suite H, Mooresville, NC 28117.

PLEASE NOTE A COMPUTER SIGNATURE IS NOT ACCEPTABLE.

AUTHORIZED SIGNATURE MUST BE HANDWRITTEN

FOR THE CARRIER

ACE HEAVY HAUL LLC

AUTHORIZED SIGNATORY

AUTHORIZED SIGNATORY

TITLE

TITLE

COMPANY (CARRIER NAME)

**If moving perishable goods through California using a Transport Refrigeration Unit (Reefer), certification of compliance is required by signing and sending back page 5.**

**Please return page 6 ONLY if you are opting for quick pay.**

# ACE HEAVY HAUL, LLC

## California Air Resources Board (CARB) Notice

Beginning January 1, 2013, the California Air Resources Board ("CARB") will be enforcing new regulations governing the operation of Transport Refrigeration Units ("TRUs") on California Highways and Railways. TRUs are also referred to as reefers. The purpose of the new regulation is to help enforce the CARB's Airborne Toxic Control Measure ("ATCM").

### What are the basic requirements?

Any business entity that hires carriers to transport perishable goods on California highways and railways must require the carriers they hire or contract with for transport of perishable goods, to only dispatch TRUs or TRU gen sets that comply with the TRU Regulation's in-use performance standards. The hiring business entity must also provide their contact information to the carrier, which must then be carried with the driver.

Shippers and receivers must dispatch TRUs or TRU gen sets that comply with the TRU Regulation's in-use performance standards if they travel on California highways or railways. Shippers and receivers must also provide information to the carrier about the shipper and receiver names and addresses.

Carriers must only dispatch compliant TRUs and TRU gen sets on California highways and railways. Carriers must also provide the driver with contact information for the shipper, receiver, and business entity that hired the carrier.

Drivers must, upon request by authorized personnel, provide their driver's license, vehicle registration, bill of lading (or freight bill) with the origin and destination of the freight being transported. Drivers must also, upon request by authorized personnel, provide contact information for the carrier, shipper, receiver, and business entity that hired the carrier.

The new regulations apply to all TRUs that are transported on California highways and railways. Motor carriers are required to dispatch only trucks and trailers equipped with TRUs that are compliant with CARB's TRU ATCM in-use performance standards. Drivers are prohibited from operating non-compliant TRUs. A TRU that is operational (e.g. capable of being operated) shall be considered to operate if it is in the state of California.

In order to comply with the regulations in place in the state of California, the following requirements apply to all Medallion Transport and Logistics, LLC, Medallion International LLC, and Ace Heavy Haul LLC, (hereafter referred to as Medallion) shipments that involve the use of TRU equipment for highway or railway transportation in the State of California.

1. All carriers performing services for Medallion that include the transportation of freight within the State of California in reefer-equipped trucks, tractor-trailers, shipping containers, or railcars are required to use only trucks and trailers that are equipped with a TRU that complies with CARB's TRU ATCM in-use performance standards.
2. As a carrier performing services for Medallion, you are required to clearly show on the shipment bill of lading the CARB IDN for any TRU equipment. As a pre-condition of Medallion tendering a load of freight to Carrier, you will be required to make the following certification:

**Carrier certifies that any TRU equipment used to transport a load within the state of California will be in compliance with the in-use requirements of California's TRU regulations.**

3. Any Carrier that violates the requirements of the CARB's TRU regulations will be held responsible for any resulting fines and penalties and will not be hired or used by Medallion again until they can demonstrate that they are in full compliance with CARB's TRU ATCM in-use performance standards.
4. Motor Carriers are responsible for ensuring that drivers have the following required information:
  - a. Driver's license
  - b. Truck or tractor registration
  - c. Trailer registration; and
  - d. Bill of lading or freight bill with:
    - i. Origin or destination of freight being transported
    - ii. Shipper business name, street address, state and zip code.
    - iii. Receiver business name, street address, state and zip code.
    - iv. Motor carrier business name and contact person's name and phone number that dispatched the driver.
    - v. Medallion's name and contact information.

# ACE HEAVY HAUL, LLC

5. CARB regulations require Medallion to provide the carrier with the name, address and contact person and phone number of the Medallion personnel arranging for the shipment, all of which can be found on the rate confirmation sheet.

The carrier is responsible for providing this information to the dispatched driver and including it on the bill of lading or freight bill that will accompany the driver.

**CARRIERS ARE NOT AUTHORIZED TO TRANSPORT A SHIPMENT FOR MEDALLION UNLESS THE CARRIER COMPLIES WITH THE REQUIREMENTS OF THE CARB REGULATIONS AND THIS NOTICE.**

By signing below, I have read the forgoing CARB Notice and I agree to comply with all requirements of the TRU ATCM In-Use Performance Standards.

---

Signature

---

Printed Name

---

Title

Additional information can be found at  
<http://www.arb.ca.gov/diesel/tru/tru.htm>

# ACE HEAVY HAUL, LLC

## QUICK PAY ADDENDUM TO CONTRACT CARRIER AGREEMENT

### PLEASE DO NOT SUBMIT IF YOU USE A FACTORING COMPANY

This Addendum to the Contract Carrier Agreement made between \_\_\_\_\_, and all affiliates and subsidiaries MC# \_\_\_\_\_ an I.C.C. licensed contract motor carrier, "Carrier" and Ace Heavy Haul, LLC licensed property broker, "Ace Heavy Haul, LLC".

The parties hereby agree to amend any and all rate schedules set forth in prior contracts whether verbal or written, to be discounted by 4% of the total invoice in return for expedited payment of freight invoices. This expedited payment entails paying all invoices received no later than 7 business days after the date received, providing complete documentation has been received with the ORIGINAL invoice. The 4% discount will be shown on the remittance advice.

EFFECTIVE DATE: \_\_\_\_\_

**FOR THE CARRIER**

**ACE HEAVY HAUL LLC**

\_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY (CARRIER NAME)

### TERMINATION OF QUICK PAY ADDENDUM

Please terminate the Quick Pay Addendum effective \_\_\_\_\_ and return us to your regular payment schedule.

Fax back to 704-353-7958

**FOR THE CARRIER**

**ACE HEAVY HAUL LLC**

\_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
AUTHORIZED SIGNATORY

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY (CARRIER NAME)

(08/2017)

CARRIER INITIALS \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <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> 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. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>											
				-			-				
<b>or</b>											
<b>Employer identification number</b>											
				-							

## 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### 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? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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

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

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

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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

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

**SERVICE DATE**  
August 03, 2011

**PERMIT**  
**MC-754608-P**  
**ACE HEAVY HAUL LLC**  
**MOORESTOWN, NJ**

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to 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). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

A handwritten signature in black ink, appearing to read "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief  
Information Technology Operations Division

**NOTE:** Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

PMO

FORM BMC-85 Revised 03/11/2014

OMB No.: 2126-0017 Expiration: 02/28/2017

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

<b>Filer FMCSA Account Number: 22512</b>	<b>License No. MC-754608</b>
--	------------------------------

KNOW ALL MEN BY THESE PRESENTS, that we, Ace Heavy Haul LLC of 701 E Gate Drive Ste 302 Mt Laurel, NJ 08054 as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association a financial institution created and existing under the laws of the State of California 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 nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.

4. Trustee acknowledges the receipt of the sum of 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 Trustor 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 1st 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 27 day of October, 2016.

<p><b>TRUSTOR</b></p> <p><u>Ace Heavy Haul LLC</u> COMPANY NAME</p> <p><u>701 E Gate Drive Ste 302</u> <u>Mt Laurel</u> STREET ADDRESS CITY</p> <p><u>NJ</u> <u>08054</u> <u>(856) 9961060</u> STATE ZIP PHONE</p> <p><u>Gary Weilheimer, Managing Member</u> (type or print Principal officer's name and title) <b>DocuSigned by:</b> <u>Gary S Weilheimer</u> 2510017D1130456...</p> <p><u>Manuela D'Erasmus</u> (type or print Witness' name) <b>DocuSigned by:</b> <u>Manuela D'Erasmus</u> 0E398ACD325143B...</p>	<p><b>TRUSTEE</b></p> <p><u>Pacific Financial Association Inc.</u> COMPANY NAME</p> <p><u>12707 High Bluff Dr. Ste. 200</u> <u>San Diego</u> STREET ADDRESS CITY</p> <p><u>CA</u> <u>92130</u> <u>(800) 595-2615</u> STATE ZIP PHONE</p> <p><u>Daniel Larson, CEO</u> (type or print Principal officer's name and title) <b>DocuSigned by:</b> <u>Daniel J Larson</u> BC0FE788CA744CB...</p> <p><u>Diane K Allen</u> (type or print Witness' name) <b>DocuSigned by:</b> <u>Diane K Allen</u> BC0FE788CA744CB...</p>
<p><b>NOTICE OF CANCELATION</b> This is to advise that the above 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 notice is not less than thirty (30) days after the actual receipt of this notice by the FMCSA.</p> <p>Date Signed _____ Signature of Authorized Representative of Trustee or Trustor _____</p>	<p><i>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.</i></p> 