A Federal Agency may not conduct or spousor, 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 as 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



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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

ICSA Account Number: <u>22512</u>	Lie	License No. MC- <u>787799</u>			
KNOW ALL MEN BY THESE PRESENTS, that we, A	TL XPD have of Braker or Freight Forwarder)				
of 2200 Norcross Pkwy Suite 230	Norcross (C(g)	GA (Sund)	30071 (Zip)		
as TRUSTOR (hereinafter called Trustor), and Pa	icific Financial Association, Inc.				
a financial institution created and existing under	the laws of the State of Call	ifornia as TRUSTEE	(hereinafter called Trustee		
hold and firmly bind ourselves and our heirs, execupresents.	utors, administrators, successors, and	d assigns, jointly and severall	y, firmly by these		
WHEREAS, the Trustor is or intende to become a	ithan a Drakas as a Espirat Farmandar.	nurauant to the uravialana of	She Tille 4011.0.0		

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 13908(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

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

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this
 Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or
 arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- 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 Trustee.
- 4. Trustee acknowledges the receipt of the sum of Seventy Five Thousand Dolfars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this frust 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 falled 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 tack 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 FiveThousand 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 reptenish 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 frust 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 Truster 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 <u>Arizona</u>, to the extent not inconsistent with the rules and regulations of the FMCSA.

 This found agreement is effective the 1 day of October 2013 12:01 a.m. standard time at the

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise an the result of any contracts, ognownouts, indentakings, or arrangements made by the Truster for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellations asked and feet the bablish of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or attempements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective. INVAINESS WHEREOF, the said Principal and Surely have executed this Instrument on the				e <u>1</u> day of and shall continue in force u			standard time at the
TRUSTOR ATI_XPD COMPANY NAME 2200 Norgross Pkwy Suite 230 Norgross STREET ADDRESS CITY GA 30071 (770) 449-5880 STATE ZIP CODE TELEPHONE NUMBER David Road, Vice-President Tops on plan Pencipal of this regional of the pencipal code on the accountly in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 48 CFR 387-307, effective as of the day of account of the trustor, provided such date is not less than thirty (30) days after the actual receipt of this notice by the FMCSA The Newer of Julius and Road of Security (30) days after the actual receipt of this notice by the FMCSA The Newer of Julius and Road of Security (30) days after the actual receipt of this notice by the FMCSA The Newer of Julius and Road of Security (30) days after the actual receipt of this notice by the FMCSA The Newer of Julius and Road of Security (30) days after the actual receipt of this notice by the FMCSA The Newer of Julius and Road of Security (30) days after the actual receipt of this notice by the FMCSA The Newer of Julius and Road of Security (30) days after the actual receipt of this notice by the FMCSA		Trustee shall not be lia agreements, undertak Agreement, as herein parising as the result of	ible for payments sings, or arranger provided, but suc contracts, agree	of any of the damages here nents made by the Trustor to h cancellation shall not affect	inbefore described, wh r the supplying of tran the liability of the Trust	ich arise as the resu sportation after the ee for the payment	o cancellation of this of any such damages
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