

Hello There!

Thank you for your interest in Lightning Logistics, LLC. We are a hot shot company based out of Houston, TX- the home of the oil and gas industry. Here at Lightning, we specialize in time definite freight and customer satisfaction. We understand that we represent YOU to your customer, and we take that responsibility seriously.

Lightning Logistics, LLC is an asset based company with a mixed fleet of open bed trucks: pick-ups, mini-floats, large and small stake beds, flatbeds, step decks, double drops, & RGN's. If we do not have the exact truck you need for the job, we will find it for you. In addition to our company drivers, we offer our customers access to hundreds of quality carriers we work closely with as a part of Lightning Freight Brokerage, LLC. Established relationships and great connections allow us to offer partial rates as well as back hauls country-wide, location is never a problem.

Meeting delivery deadlines, delivering goods in perfect condition, and ensuring customers have access to up to the minute route data encompass just a snapshot of Lightning's daily operations.

We realize you have countless options for your freight. Why choose Lightning? We are experienced oil-field haulers, our drivers are professional and friendly, we offer 24-hour personal service by calling our home office, and we have rigorous safety standards and programs in place for our drivers and equipment, as well as an easy to use online ordering system at your service.

Attached you will find some more information about our company. The rate sheet will give you a ballpark of our prices but please call us today for a quote. Lightning does not add fuel surcharges or any other surprises to your bill. You will also find our insurance and other important documents for your review.

We look forward to hearing from you soon!

CALL TODAY – (713) 255-9100



CUSTOMER INFORMATION SHEET

DATE: _____

COMPANY NAME: _____

BILL TO ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE #: _____ FAX #: _____

A/P CONTACT: _____ A/P EMAIL: _____

PO# REQUIRED: () YES | () NO

PHYSICAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

CONTACT: _____ PHONE #: _____

EMAIL ADDRESS: _____

AFTER HOURS#: _____ EMERGENCY #: _____

SPECIAL INSTRUCTIONS: _____





CALL TODAY TO BOOK YOUR LOAD!!

Lightning Logistics is a dynamic transportation provider that is committed to quality and customer service. Our mission is to provide excellence in service, safety, and meeting delivery deadlines. We want to get your freight delivered on-time and in perfect condition. Our goal is to exceed the expectations of our customers and our carriers. Our employees are committed to making Lightning Logistics a leader in the transportation industry by raising the bar of excellence

SERVICES PROVIDED

- PROFESSIONAL EXPERIENCED DRIVERS
- ALL SIZE TRUCKS TO FIT ANY NEED
- PARTNERS WITH HUNDREDS OF CARRIERS NATIONWIDE
- 48 STATE AUTHORITY
- OPEN 24/7/365

CREDIT REFERENCES

Lightning Logistics, LLC
Federal Tax ID #: 80-0408567
MC #: 681898

Lightning Freight Brokerage, LLC
Federal Tax ID #: 45-3858732
MC #: 680808

Officers: Brody Chapman – CEO
David Miller – CFO
Adam Wright – COO
Shea Jones – VP Sales

Bank: **Texas Capital Bank**
One Riverway, Suite 150
Houston, TX 77056
Contact: Trey Mounce (SVP)
832-308-7091

References: **McCoy Workplace Solutions**
6869 Old Katy Road
Houston, TX 77024
Contact: Mike Hamrick
713-865-4352

Premier Trailer Leasing
8222 Market Street
Houston, TX 77029
Contact: Mark Valdez
713-675-0087

Tele-Pro Communications
PO Box 1585
Sugar Land, TX 77487
Contact: Stephen Rentz
281-275-5050

THTF Enterprises, LLC
PO Box 590701
Houston, TX 77062
Contact: Shawn Boone
832-398-4549



LIGHTNING LOGISTICS CONTACTS

Office Phone: 713-255-9100

Fax Line: 713-255-9105

To Book a Load Dispatch:

Dispatch@lightning-logistics.com

Nelson Montenegro - Tractors
nelson@lightning-logistics.com

Adriana Rivera – Hot Shot
adriana@lightning-logistics.com

Andrea Perez – Hot Shot
andrea@lightning-logistics.com

Jamie Castaneda - Brokerage
jamie@lightning-logistics.com

Ben Malloy - Brokerage
ben@lightning-logistics.com

Sales:

Shea Jones
Cell: 713-382-2368
shea@lightning-logistics.com

Hallie James
Cell: 713-419-7972
hallie@lightning-logistics.com

Accounts Payable/Billing:

Amy McConway
billing@lightning-logistics.com

Safety & Compliance:

Kenny Mallet
Cell: 281-701-4437
kenny@lightning-logistics.com

Chief Operations Officer:

Adam Wright
Cell: 713-247-9489
adam@lightning-logistics.com

CUSTOMER REFERENCES

National Oilwell Varco

5130 N. Sam Houston Pkwy W.
Houston, TX 77086
Contact: David Moreno
281-569-3000

Abrasive Products

201 Georgia Avenue
Deer Park, TX 77536
Contact: Kevin Willis
281-930-0808

Team Industrial

16823 Hwy 35
Pearland, TX 77581
Contact: Jesus Arenas
V281-992-0333

EOG Resources

1111 Bagby Sky Lobby 2
Houston, TX 77002
Contact: Doug Runkel
713-571-3862

Exploreco

11930 S. Sam Houston Pkwy E.
Houston, TX 77089
Contact: Don Milton Jr.
713-796-6000

Sandridge Energy

123 Robert S. Kerr Avenue
Oklahoma City, OK 73102
Contact: George Dominguez
405-429-6106

TESCO

11330 Brittmoore Park Drive
Houston, TX 77041
Contact: Jason Holcombe
281-902-3006

Pyramid Tubular

2 Northpointe Dr., Suite 610
Houston, TX 77060
Contact: Billy Stringer
281-405-8090

Sulzer Chemtech USA, Inc.

8505 E. North Belt Drive
Humble, TX 77396
Contact: Jose Cerda
832-748-0980

TRUCK TYPE SUMMARY

Truck Type	Weight Capacity	Bed Space
Pick Up	1-1500 lbs	4' x 8'
Small Stake	1501-4000 lbs	8' x 9'
Large Stake	4001-9000 lbs	8' x 20'
Mini-Float	9001-15000 lbs	8' x 40'
Tractor	15001-48000 lbs	8' x 48'

PICK UP TRUCK RATES

Mileage Band	Regular (2-4 Hours)	Lightning Bolt (1-2 Hours)	Mileage Band	Regular (2-4 Hours)	Lightning Bolt (1-2 Hours)
0-5	\$31.00	\$40.00	31-35	\$60.00	\$78.00
6-10	\$34.00	\$44.00	36-40	\$67.00	\$87.00
11-15	\$37.00	\$48.00	41-45	\$74.00	\$96.00
16-20	\$42.00	\$55.00	46-50	\$83.00	\$108.00
21-25	\$47.00	\$61.00	51-55	\$89.00	\$116.00
26-30	\$54.00	\$70.00	56-60	\$95.00	\$124.00

* > 60 = \$2.25 per mile

SMALL STAKE/LARGE STAKE/MINI-FLOAT/TRACTOR RATES

Small Stake	Large Stake	Mini-Float	Tractor
1-30 Miles = \$100	1-30 Miles = \$175	1-30 Miles = \$200	1-30 Miles = \$300
* > 30 Miles = Local Rate + \$2.50 per mile	* >30 Miles = Local Rate + \$3.00 per mile	* > 30 Miles = Local Rate + \$3.25 per mile	* > 30 Miles = Local Rate + \$3.50 per mile

* Local Rate + Mileage Calculation Example + 230 Miles (230-30 = 200 * CPM + Local Rate)

** Out of Town Lanes for Tractors Can Vary Depending on Market. Please Contact Dispatch for Rates.

*** Final Rates Are Subject to Actual Mileage

ACCESSORIAL SUMMARY

	Tarp	Detention Time		Extra Pick		Dry Run	Lay Over
	Rate	Rate	Minutes Free (Pick & Drop)	Local Rate	Out of Town Rate	Rate	Rate
Pick Up	\$35.00	\$50.00	30	\$35.00	\$50.00	\$50.00	\$50.00
Small Stakebed	\$50.00	\$50.00	30	\$50.00	\$50.00	\$50.00	\$100.00
Large Stakebed	\$50.00	\$50.00	60	\$50.00	\$50.00	\$100.00	\$150.00
Mini-Float	\$50.00	\$50.00	60	\$50.00	\$50.00	\$100.00	\$150.00
Tractor	\$100.00	\$50.00	120	\$100.00	\$100.00	\$150.00	\$150.00

* Out of Town Lay Over = \$150 Per Night + Hotel Expenses

* Escorts - Case by Case

* Permits - Case by Case

* Return Trip - 50% of Line Haul Rate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Warriner & Associates Inc. 11111 Wilcrest Green #101 Houston, TX 77042	(713) 785-5252	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Accident Fund Insurance Co. of America	10166
INSURED Lightning Logistics, LLC 10622 Hirsch Road Houston, TX 77016-	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6103694	8/29/2014	8/29/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only -	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Saffe Property & Casualty 2611 Cypress Creek Parkway Suite F-101 Houston TX 77068	CONTACT NAME: Kimberly Allen PHONE (A/C. No. Ext): (281) 766-1400 E-MAIL ADDRESS:	FAX (A/C. No.): (281) 766-1423													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great West Casualty Company</td> <td>11371</td> </tr> <tr> <td>INSURER B: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER C: Travelers Insurance Company</td> <td>25674</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great West Casualty Company	11371	INSURER B: Lexington Insurance Company	19437	INSURER C: Travelers Insurance Company	25674	INSURER D:		INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															
INSURED Lightning Logistics, LLC 10622 Hirsch Road Houston TX 77016															

COVERAGES

CERTIFICATE NUMBER: CL1562537917

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MCP10877B	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			MCP10877B	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			018321239	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Motor Truck Cargo			QT6605D015776TIL15	7/1/2015	7/1/2016	\$350,000 Per Unit \$5,000 ded.
A	Trailer Interchange			MCP10877B	7/1/2015	7/1/2016	\$35,000 Limit \$1,000 ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information purposes only
 Send Cert requests to
 281-766-1523

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Polk/KIMALL

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

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

SERVICE DATE
June 19, 2009

CERTIFICATE
MC-681898-C
LIGHTNING LOGISTICS LLC
HOUSTON, TX

This Certificate is evidence of the carrier's authority to engage in transportation as a common 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). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Kathy Weiner, Chief
Information Systems 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.

CMO



According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St, SW, Washington, DC 20590.

B. M. C. 85

FILER FMCSA
ACCOUNT NO. 22512

Approved by OMB
2126-0017
License No.
MC- 680808

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

KNOW ALL MEN BY THESE PRESENTS, That we Lightning Logistics, LLC
(Broker)

of PO Box 21149 Houston, TX 77226
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and PACIFIC FINANCIAL ASSOCIATION, INC.
(Name of Trustee)

a financial institution created and existing under the laws of the State of California
(State or District of Columbia)

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 a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration 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 a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

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

- Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
- Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
- The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor, and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
- Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), 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 while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
- In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
- 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.
- 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.
- 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 19 day of March, 2009, 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 Trustor and Trustee have executed this instrument on the 22 day of June, 2011.

TRUSTOR

TRUSTEE

Name Lightning Logistics, LLC

Name PACIFIC FINANCIAL ASSOCIATION, INC.

Address PO Box 21149
Houston, TX 77226

Address 12707 High Bluff #200
San Diego, CA. 92130

Telephone No. (713)255-9100

Telephone No. (800)595-2615

By *[Signature]*
David B. Miller
Member

By *[Signature]*
J.P. Larson
President

Witness *[Signature]*
(Signature and Title)

Witness *[Signature]*
(Signature and Title)

Only financial institutions 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

NOTICE OF CANCELLATION

THIS IS TO ADVISE THAT THE ABOVE BROKER 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 DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

_____ DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Lightning Logistics, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ P <input type="checkbox"/> Other (see instructions) ▶	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) P.O. Box 21149 City, state, and ZIP code Houston, TX 77226	Requester's name and address (optional)
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 the "Name" line to avoid backup withholding. For individuals, this is 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 chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] [] [] []	
Employer identification number	
8 0 - 0 4 0 8 5 6 7	

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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.

Sign Here	Signature of U.S. person ▶	Date ▶ 1-17-14
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- 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.

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.