



GMG TRANSWEST CORP.

West Coast TL And LTL Service

65 Orville Drive, Bohemia, New York 11716 ♦ Phone 631-964-0020 ♦ Fax 631-964-0025

TRUCKING/ F.F. / BROKERAGE CORP.

PRINCIPAL: JOHN COVIELLO — PRESIDENT
YEAR ESTABLISHED: 1972
FEDERAL TAX ID#: 38-3641791
COMPUNET: 429975
F.F.#: 9982
M.C.#: 429975
SCAC: GMGW

CARRIER REFERENCES:

PRIME INC.
CHICAGO, IL 60693
800-848-4560

BIG RED LTL TRANSPORT INC.
LARGO, FL 33771
727-601-4171 (X117)

FLYING HORSE TRUCKING CO. LTD
FLUSHING, NY 11354
718-888-9266

JMK TRANSPORT INC.
CHARLOTTE, NC 28217
631-813-1237

TRADE REFERENCES:

PARACO GAS
200 CORBIN AVENUE
BAYSHORE, NY 11706
631-586-6050

RECHLER EQUITY
85 SOUTH SERVICE RD.
PLAINVIEW, NY 11803
631-414-8400

NETQUEST INC.
143 MAIN ST.
HUNTINGTON, NY 11743
516-902-2005

SHORETEL
4921 SOLUTION CENTER
CHICAGO, IL 60677
877-884-3865

BANKING:

J.P. MORGAN CHASE
HAUPPAGE, NY 11788
ROBERTO CARBONO
631-273-0705

Diamond Broker Program

ITTrust
Your bond working for you


INTERNET TRUCKSTOP

G.M.G. Trans West. Corp.

Is a participating member of the

Internet Truckstops' Diamond Broker Program

Meeting all performance, credit and bonding requirements

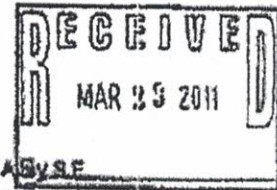


Valid through September of 2014 – MC 429975



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

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



SERVICE DATE
March 18, 2011

PERMIT
FF-9982-P
GMG TRANSWEST CORP
DEER PARK, NY

This Permit is evidence of the carrier's authority to engage in operations as a freight forwarder of property (except household goods).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

This Permit will remain in force until revoked as provided by the Federal Motor Carrier Safety Administration.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
April 19, 2002

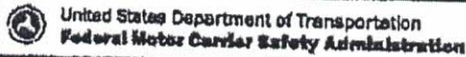
LICENSE
MC-42975-B
G.M.G. TRANS WEST, CORP
DEER PARK, NY

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Terry Stratton, Director
Office of Data Analysis & Information Systems

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 average 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.



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

Filer FMCSA Account Number: 25998

License No. MC- 429975 PF9982

KNOW ALL MEN BY THESE PRESENTS, that we, G.M.G. TRANS WEST, CORP. / GMG TRANSWEST CORP.
(Name of Broker or Freight Forwarder)
of 20 Brandywine Dr. Deer Park New York 11729-5720
(Street) (City) (State) (Zip)
as TRUSTOR (hereinafter called Trustor), and ITS Financial Services, LLC
(Name of Trustee)
a financial institution created and existing under the laws of the State of Idaho as TRUSTEE (hereinafter called Trustee)
(State)

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:

- 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 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.
- 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 Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.

7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of Idaho, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 14th day of April, 2014, 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 14th day of April, 2014.

TRUSTOR

G.M.G. Trans West, Corp. / GMG Transwest Corp.
 COMPANY NAME
20 Brandywine Dr. Deer Park
 STREET ADDRESS CITY
New York 11729-5720 (631) 254-5220
 STATE ZIP CODE TELEPHONE NUMBER
John Coriello, Pres
 (type or print principal officer's name and title)
[Signature]
 (Principal officer's signature)
Mark Dandrea
 (type or print witness's name)
[Signature]
 (witness's signature)

TRUSTEE

ITS Financial Services, LLC
 COMPANY NAME
222 N. Plymouth Ave. New Plymouth
 STREET ADDRESS CITY
Idaho 83655 866-812-9675
 STATE ZIP CODE TELEPHONE NUMBER
Joe W. Foxall - President
 (type or print principal officer's name and title)
[Signature]
 (Principal officer's signature)
Pamela Hardwick
 (type or print witness's name)
[Signature]
 (witness's signature)

NOTICE OF CANCELLATION
 This is to advise that the above Trust Fund Agreement executed on the _____ day of _____, _____ is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C. 13906(b) and 49 CFR 387.307, effective as of the _____ 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

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.



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)
GMG Trans West Corp.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 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.)
65 Orville Drive

City, state, and ZIP code
Bohemia, N.Y. 11716

List account number(s) here (optional)

Requester's name and address (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

			-			-				
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Employer identification number

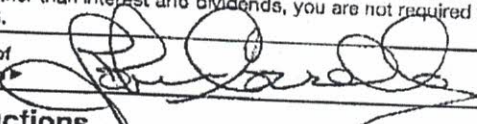
3	8	-	3	6	4	1	7	9	1
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Part II Certification

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 ▶ **12-16-14**

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.

GMG/CARRIER AGREEMENT

This Agreement, dated _____ shall govern the services provided by _____, a licensed motor carrier pursuant to Docket No. MC-_____, (hereinafter referred to as "Carrier") and GMG Transwest Corp., a licensed property broker pursuant to Docket No. MC-429975 and freight forwarder operating under FF9982 (hereinafter "GMG").

1. GMG is an agent authorized by its customers to negotiate and arrange for transportation of their TL and LTL shipments in interstate and intrastate commerce.
2. Carrier shall transport cargo shipments arranged by GMG pursuant to carrier load confirmation sheet(s) and shall bill all charges for the services directly to the GMG. Carrier shall provide GMG with copies of signed bills of lading and delivery receipts as evidence of such services, together with such other documents as GMG may require, from time to time.
3. Carrier shall issue a Uniform Straight Bill of Lading in its own name. Carrier shall assume full and complete responsibility and liability, whether or not it issues the bill of lading or transports the cargo using a shipper's or third-party bill of lading, regardless of the fault of any person, for any and all loss and damage to, or delay of, any shipment while in the possession or control of Carrier.
4. Without the written authorization of GMG, Carrier warrants and guarantees it will not subcontract, broker, co-broker or double-broker the carriage of any shipment that GMG arranges for the Carrier to transport.
5. Carrier warrants and guarantees that at all time it will comply with all applicable STB, DOT, ARB and FMCSA regulations as well as all other federal and state laws, regulations, and ordinances applicable to the operations of a motor carrier, including, without limitation, the Food Safety Modernization Act rule on Sanitary Transportation of Human and Animal Food.
6. GMG shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on GMG's load confirmation sheet or other signed writing upon receipt of payment from shipper, unless otherwise agreed in writing. Carrier must submit proof of delivery with invoices to GMG as agent for the shipper. Payment terms shall be thirty (30) days from receipt from the Carrier of the signed proof of delivery of a shipment, together with related transport documents.
7. Carrier's relationship with GMG is that of an independent contractor, except that GMG shall be the agent of Carrier for receipt and collection of charges and fees.
8. Neither Carrier, nor any of its employees or agents, shall have any authority to act on behalf of GMG or in its name, or otherwise bind GMG in any way whatsoever, or alter GMG's shipper's Terms and Conditions, or any other contractual or other relationship of GMG with its customers, or any other person or entity.
9. Carrier shall be wholly responsible for satisfaction of all its operating expenses, including, but not limited to employee wages, benefits and contributions, hours, working conditions, management supervision, tax obligations, including, without limitation all workers compensation premiums. Carrier warrants and guarantees it shall at all times maintain worker compensation insurance, whether or not it is required to do so by any statute or ordinance.
10. Carrier shall save, hold harmless, defend and indemnify GMG from any and all liability, claims and costs, including attorney's fee, incurred by GMG, without limitation, arising out of or relating to this Agreement, as well as any and all liability or claims for loss or damage to any freight in the possession and/or control of Carrier in connection with transportation under this Agreement, and any and all liability or claims for personal injury or death, or property loss or damage arising out of the acts or omissions of Carrier and/or its employees, independent contractors, or agents in connection with this Agreement.
11. Carrier warrants to GMG that it meets the following criteria: (a) Carrier shall maintain all risk cargo insurance in the amount of not less than \$100,000.00 per shipment; (b) Carrier shall maintain public liability

insurance in the amount of not less than \$1,000,000 as required by federal regulation (BMC-91 on file); (c) Carrier shall maintain workers compensation insurance as required by state law; (d) Carrier shall agree to provide certificates of insurance upon request; (e) Carrier shall maintain satisfactory U.S. DOT safety ratings and is otherwise authorized to provide the proposed services; and (f) Carrier shall be in compliance with all applicable laws.

12. At least annually, on or about the anniversary date of the execution of this Agreement, whether or not requested by the GMG, Carrier warrants to GMG that it will report in writing that: (a) It's license to operate as an interstate carrier of property is in full force and effect; (b) any suspensions of the license during the preceding year and the reason(s) for the suspensions; (c) the details any accidents or claims that occurred during the preceding year; (d) any unsatisfactory safety ratings and the reasons; (e) evidence of compliance with all DOT and FMCSA safety, driver training and testing, and equipment regulations.
13. Governing Rules. The following rules shall apply: (a) The terms of the Standard Truckload Bill of Lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. §370); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. §14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) Claims will be filed with Carrier by Shipper; and (f) GMG's customer is third party beneficiary of this Agreement. All the foregoing are subject to GMG's standard Terms and Conditions, a copy of which is incorporated by reference in this Agreement. In the event of any conflict between the terms of this Agreement and GMG's Terms and Conditions, the Terms and Conditions shall prevail.
14. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record." Carrier may not issue, or accept a third-party, bill of lading on which the GMG is named as the "carrier".
15. Indemnification. Carrier agrees to indemnify and hold harmless GMG and its customer from any loss, damage or claim for which carrier is adjudged legally liable.
16. Back-Solicitation. Carrier Agrees to not back solicit any customer of GMG, directly or indirectly, during the term of this Agreement and for a period of one (1) year following the termination of the Agreement, for any reason. As liquidated damages for breach of this term, Carrier agrees to pay back fifteen percent (15%) of the freight charges earned by Carrier on traffic which the GMG arranged for Carrier to transport for GMG's customers during the year preceding termination of the agreement, for any reason.
17. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the Carrier and GMG and may only be modified by signed written agreement. Except to the extent (if any) that they are preempted by federal law, the laws of the State of New York shall govern the construction and interpretation of these Terms and Conditions and the dealings of Carrier with GMG. Carrier expressly submits to the jurisdiction of the Courts of the State of New York, County of Suffolk, and the United States District Court for the Eastern District of New York, and agrees that jurisdiction and venue shall be proper in such Courts and Carrier waives any claim or defense that such Courts will be an inconvenient forum.
18. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless canceled. Either party may terminate this Agreement upon fifteen (15) days written notice.
19. This Agreement supersedes and replaces any prior agreements between Carrier and GMG and governs the relationship of the parties, whether GMG books LTL freight as a freight forwarder or TL freight as a property broker.

CARRIER: _____

GMG TRANSWEST CORP.

By: _____

By: _____

Its: _____

Its: _____