

CONTRACT FOR TRANSPORTATION OF PROPERTY
BETWEEN A MOTOR CARRIER BROKER
AND A MOTOR CONTRACT CARRIER
IN ACCORD WITH THE PROVISIONS OF 49 C.F.R. 1053

Agreement made this _____ Day of _____, _____ by and between
_____, hereinafter referred to as CARRIER and
TFC,LLC, hereafter referred to as BROKER.

WITNESSETH: (1) Carrier is a motor contract carrier of property authorized
by Permit No. _____ Sub# _____ (a copy of which permit is
attached hereto and made a part hereof) to provide transportation of property for shippers
and receivers of general commodities, and

(2) Broker is a motor carrier broker, licensed to arrange for the transportation of
property by License # MC 710585, and controls the transportation of the commodities
to be tendered to Carrier, in accord with the criteria established in _____
_____ and, thus is a shipper under those criteria.

NOW THEREFORE (3) Broker agrees to offer for shipment and Carrier agrees to
transport by motor vehicle from and to such points between which service may be
required such quantities of authorized commodities as the Broker may require, subject
to the availability of suitable equipment.

(4) Broker shall offer to Carrier for shipment a minimum quantity of twelve shipments
per year for each year this agreement remains in effect.

Carrier agrees to maintain cargo insurance in the amount of \$100,000.00 to compensate
Broker, owner or consignee for loss or damage of property belonging to Broker, owner or
Consignee which property comes into the possession of Carrier in connection with its
transportation service. The cargo insurance shall be in the form required by 49 C.F.R.
1043.2 (b), and shall have no exclusions or restrictions that would not be accepted by the
Interstate Commerce Commission for a filing under the statutory requirements of the
above cited section, but shall, in all respects, be identical to the cargo insurance filed in accord
with the said section. Carrier shall forward forthwith to Broker, a standard Certificate of
Insurance which Certificate shall require the insurance carrier to give Broker written notice
ten (10) days prior to the cancellation of such cargo insurance.

(5) Rate and charges for traffic moved under this Agreement shall be as agreed to between
the parties hereto in writing and are to be contained in a rate schedule or memorandum of
rates and charges prepared and issued by Carrier and acknowledged by Broker and attached
to this contract as Appendix "A". Changes to this schedule or memorandum shall also be
made in writing or mutually agreed notice time, and similarly acknowledged. This schedule
shall also contain the conditions of and charges for, any additional or accessorial services
which may be required or performed. That schedule shall also set forth the ways in which the
statutory provisions as to contract carriage are to be fulfilled by furnishing transportation
services designed to meet the distinct needs of Broker.

(6) Rates may be established or amended verbally in order to meet specific shipping schedules, as mutually agreed, but such verbal contract shall be reduced in writing within (5) working days of the movement of the involved freight, in order to remain binding between parties.

(7) The Carrier shall, on each movement, issue a uniform (straight) Bill of Lading. And the traffic shall move under the terms and conditions of the said Bill of Lading, which shall contain the standard provision as to filing and settling of claims.

(8) Broker agrees to pay Carrier for the transportation of authorized commodities under this agreement in accordance with effective schedules.

(9) Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorders, or through compliance with legally constituted order of civil or military authorities.

(10) Carrier shall be liable to the Broker for loss or damage to any property transported under this agreement. Such liability shall begin at the time cargo is loaded upon Carrier's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination or at any intermediate stop-off party. The liability shall be for the replacement cost of the lost or damaged item(s) if Carrier is proven to be liable.

(11) All claims for loss or damage, and any salvage arising there from shall be handled and processed in accordance with the regulations of the Interstate Commerce Commission as published in the Code of Federal Regulations (49 CFR 1005).

(12) The relationship of the Carrier to Broker shall, at all times, be that of an independent contractor, except that the Broker shall be the agent for the carrier for the collection of freight charges from the shipper.

(13) This agreement is to become effective _____, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the agreement at any time upon not less than thirty (30) days written notice of one party to the other.

(14) Carrier shall not solicit traffic from any shipper, consignor, consignee or customer of Broker where (1) the availability of such traffic first became known to Carriers as a result of Broker's efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of the Broker was first tendered to the Carrier by the Broker. If Carrier breaches this agreement and "back-solicits" the Broker's Customers, and obtains traffic from such a customer, the Broker then is entitled for a period of 6 months after the involved traffic first begins to move, to a commission from the Carrier of 15% of the transportation revenue received on the movement of the traffic.

BROKER: TEC, LLC
By: John J. Paradise
Title: PARTNER

CARRIER: _____
By: _____
Title: _____

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 <p style="text-align: center;">TFC, LLC</p>	Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶		<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code <p style="text-align: center;">1457 Raritan Road Suite 201</p>		
List account number(s) here (optional) <p style="text-align: center;">Clark, New Jersey 07006</p>		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. 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.

Social security number

or

Employer identification number
2 7 2 2 9 8 4 0

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

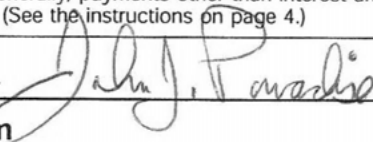
Under penalties of perjury, I certify that:

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. person (including a U.S. resident alien).

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 4.)

Sign Here

Signature of U.S. person ▶



Date ▶

3/13/14

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, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. 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:

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.

Note: If 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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 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 recipient 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 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.

FORM BMC-85 Revised 03/11/2014

OMB No.: 2126-0017

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.



**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: 22512

License No. MC-710585

KNOW ALL MEN BY THESE PRESENTS, that we, **TFC, LLC** of 1457 Raritan Rd., Suite 201 Clark, NJ 08376 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.

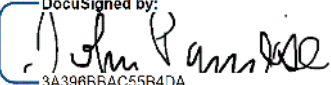
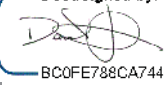
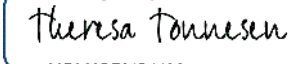
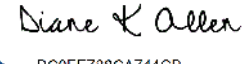
11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

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 14th day of January, 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
 2nd day of March, 2017.

TRUSTOR	TRUSTEE
<p><u>TFC, LLC</u> COMPANY NAME</p> <p><u>1457 Raritan Rd., Suite 201, Clark</u> STREET ADDRESS CITY</p> <p>NJ. 08376 (908)276- 3000 STATE ZIP PHONE</p> <p><u>John Paradise</u> Managing Member (type or print Principal officer's name and title)</p> <p>DocuSigned by:  3A396BBAC55B4DA...</p>	<p><u>Pacific Financial Association Inc.</u> COMPANY NAME</p> <p><u>12707 High Bluff Dr. Ste. 200</u> San Diego STREET ADDRESS CITY</p> <p>CA 92130 (800) 595-2615 STATE ZIP PHONE</p> <p><u>Daniel Larson, CEO</u> (type or print Principal officer's name and title)</p> <p>DocuSigned by:  BC0FE788CA744CB... nature)</p>
<p><u>Theresa Tonnesen</u> (type or print Witness' name)</p> <p>DocuSigned by:  697A633E81B448C...</p>	<p><u>Diane K Allen</u> (type or print Witness' name)</p> <p>DocuSigned by:  BC0FE788CA744CB...</p>

NOTICE OF CANCELATION
 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.

 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.



Credit and Bank Information

**PNC Bank
125 Wyckoff Road
Eatontown, New Jersey 07724
732-542-8963
Maria Quintana**

Please call us for our account information

References

**CSX Intermodal
Leslie Cason
904-633-1598**

**Echo
Justin Tokarczyk
312-334-2768**

**Cross Metro
Maureen
973-228-8700 x 114**

**Re Transportation
Bryan Brady
908-322-4100**

**Palumbo Trucking
James Palumbo / Vice President
201-413-1993**

**Ansonia Credit Data
Tina Marie
877-218-2056**



Motor Carrier Details

US DOT:	2246581	Docket Number:	MC710585
Legal Name:	TFC, LLC		
Doing-Business-As Name:			
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax
149 SOUTH STREET MANASQUAN NJ 08736	(908) 377-6488		
			Undeliverable Mail
			YES
Authority Type	Authority Status	Application Pending	
Common	NONE	NO	
Contract	NONE	NO	
Broker	INACTIVE	NO	
Property	Passenger	Household Goods	Private
YES	NO	NO	NO
			Enterprise
			NO
Insurance Type	Insurance Required	Insurance on File	
BIPD	\$0	\$0	
Cargo	NO	NO	
Bond	YES	YES	

BOC-3: YES

Blanket Company: [INTERSTATE AUTHORITY LLC](#)

[Web Site Content and BOC-3 Information Clarification](#)

[Active/Pending Insurance](#) | [Rejected Insurance](#) | [Insurance History](#) | [Authority History](#) | [Pending Application](#) | [Revocation](#) |

February 11, 2014

