



P.O. Box 411 Concord, NC 28026 Toll Free: 877-240-1181 Fax: 704-784-3036
Email: info@armstrongtransport.com

IMPORTANT INSTRUCTIONS

Armstrong Transport Group, Inc. is a full service Logistics Provider. We specialize in Full Truckload and Partial Truckload Services in The United States, Canada and Mexico. Our freight is considered time sensitive, meaning that on-time pickup and delivery is very important.

Our goal is to provide a beneficial business relationship between our carrier partners, whereas, you can depend on us for good quality loads that pay higher than the average and receive timely payment for your services. On the other hand, we need your cooperation and commitment as well. We need accurate information and timely responses. We also require the following:

- ✓ **All Drivers must speak to an Armstrong Transport dispatcher at the following times:**
 - To be dispatched
 - When the driver is loaded at the assigned shipper
 - En-route if there are any problems or if there is going to be a delay
 - At the consignee, when the driver is unloaded or when empty

- ✓ **All Proof of Deliveries must be faxed to us at 704-784-3036**

- ✓ **We will not be able to dispatch your truck until all paperwork is signed and returned to us.**

- ✓ **We require that your insurance company provide us with an original certificate of insurance.**

- ✓ **Mail all freight bills with the correct paper work to the following address:**

Armstrong Transport Group, Inc.
P.O. Box 411
Concord, NC 28026
877-240-1181 (Phone)
704-784-3036 (Fax)
980-225-0165 (ALT Fax)



P.O. Box 411 Concord, NC 28026 Toll Free: 877-240-1181 Fax: 704-784-3036
Email: info@armstrongtransport.com

Who We Are:

Armstrong Transport is a non-asset based provider of logistics, consulting, and transportation services throughout North America, Mexico and Canada. We are a team of dedicated employees and a premiere network of independent agents. By utilizing Armstrong Transport, customers gain many benefit including competitive pricing, flexibility and years of transportation experience.

What We Do:

Our specialty is to provide full truckload services for customers who have equipment needs for Dry Van, Refrigerated, Flat-Bed or Step-Deck equipment. Our continuing goal is to aggressively match our customer's needs with the many services of our select carrier partners.

- | | |
|---|---|
| ✓ Full Truckload Services | ✓ Flat Beds, Step Decks and Containers |
| ✓ LTL Services | ✓ Time Sensitive and Expedited Services |
| ✓ Pallet Pricing and per 100 weight rates. | ✓ Heavy Hauling and Over Dimensional Freight |
| ✓ Dry Vans & Refrigerated | |
| ✓ Canada / Mexico | |

Our Commitment:

At Armstrong Transport our commitment is to our partners, customers, vendors, and employees. It is our belief that we reap what we sow; because we live by this philosophy, those that we have the pleasure of working with can be assured of our integrity.

Armstrong Transport Group, Inc.

Corporate Info:

FED ID #.....20-4410266
SCAC..... ATIE
MC#.....555609
CARRIER MC#.....679228
DUNS#.....78-179-9411
BANK.....Bank of North Carolina – Concord, Nc
AP CONTACT.....Chris Cobb
Date of Incorporation.....3/28/06

***** Trade References upon Request**

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 555609

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 Armstrong Transport Group Inc
(Broker)

of P.O. Box 411 Concord, NC 28026
(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:

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 Ten Thousand Dollars (\$10,000.00), 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 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.
7. 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).
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 22 day of March ~~2006~~ 2007, 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.

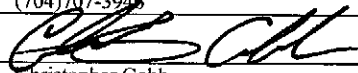
IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 11 day of April, 2007.

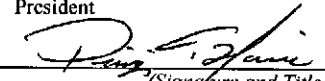
TRUSTOR

Name Armstrong Transport Group Inc

Address P.O. Box 411
Concord, NC 28026

Telephone No. (704)707-3946

By 
Christopher Cobb
President

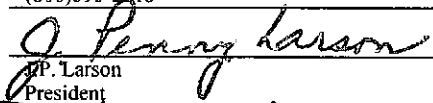
Witness 
(Signature and Title)


TRUSTEE

Name PACIFIC FINANCIAL ASSOCIATION, INC.

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

Telephone No. (800)595-2615

By 
J.P. Larson
President

Witness 
(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

CARRIER PROFILE ANALYSIS:

CARRIER NAME: _____

PHYSICAL ADDRESS: _____

CITY/ST/ZIP: _____

REMIT TO/PO BOX: _____

CITY/ST/ZIP: _____

DISPATCHER NAMES: _____

EMAIL ADDRESS: _____

TOLL FREE NUMBER: _____

REGULAR PHONE: _____

FAX NUMBER: _____

MC NUMBER: _____ **FED TAX ID:** _____

DATE INSURANCE EXPIRES: _____

NUMBER OF TRACTORS: _____ **NUMBER OF DRY VANS:** _____

NUMBER OF FLATBEDS: _____ **NUMBER OF REEFERS:** _____

DOES YOUR COMPANY FACTOR?: Y / N

PREFERRED LANES: (Please tell us how we can help you re-load your trucks.)

FROM: _____ **(STATE/CITY)** **TO:** _____

FROM: _____ **(STATE/CITY)** **TO:** _____

FROM: _____ **(STATE/CITY)** **TO:** _____

FROM: _____ **(STATE/CITY)** **TO:** _____

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)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input 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	
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 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
+

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 ▶
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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.

In 3 above, 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.

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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives 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 is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
March 28, 2006

LICENSE
MC-555609-B
ARMSTRONG TRANSPORT GROUP INC
CONCORD, NC

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.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian, Chief
Information Systems Division

BPO



STANDARD CONTRACT FOR TRANSPORTATION OF PROPERTY

Between

A MOTOR CARRIER BROKER AND A MOTOR CONTRACT CARRIER

THIS agreement made this _____, 20____, by and between

_____ of _____ herein

referred to as "Carrier," as evidenced by MC number _____ and **Armstrong Transport Group, Inc.**, a North Carolina Corporation with its principal office located at **86 Wilkinson Ct, Concord, NC 28025**, herein referred to as "Broker". Carrier and Broker agree and contract as follows:

1. Broker agrees to offer for shipment and Carrier agrees to transport in its own equipment at least one shipment annually, subject to the availability of suitable equipment.
2. Each shipment tendered to Carrier pursuant to this agreement shall be to Carrier as a Motor Contract Carrier.
3. Carrier shall provide and maintain at its sole cost and expense, cargo and liability insurance for injury to or death of persons, damage to property, loss or theft or property, delay and such other standard provisions with a combined single limit of not less than \$750,000 per occurrence. Carrier agrees to provide Broker a certificate of insurance naming Broker as an additional insured party prior to transporting or assigning the load to the Carrier's driver. Carrier agrees it is responsible for all cargo hauled for Broker at its full replacement value. Carrier shall require its insurance provider to supply Broker with a written 30 day notice prior to insurance cancellation.
4. Broker agrees to pay Carrier for transportation of freight moved under this Agreement according to the rates mutually agreed to at the time of booking. In addition, Broker shall confirm the verbally agreed upon rates to Carrier prior to the freight movement in the document known as the "Rate Confirmation." If Broker pays the freight invoice in a reduced amount, such amount shall constitute the agreed upon charges for the movement, unless Carrier indicates to the contrary to Broker within thirty (30) days of its receipt of payment. All modifications and additions to the rates made either in writing, or verbally and later confirmed in writing, or as established by the billing and payment of the parties together with the underlying freight bills shall be deemed appendices to and considered part of the rate agreement. Carrier agrees to invoice broker in a timely manner and will enclose a copy of the signed load confirmation, Proof of Delivery, lumper receipts, if any, or any other documentation that may be required by Broker.
5. Carrier's line haul rate shall be all inclusive of total charges on a specific transaction. Carrier's line haul rate is subject to full visible useable capacity and utilization of Carrier's equipment and not by rate per weight. Carrier agrees to comply with specific instructions from the shipper or consignee by way of Broker or by direct communications with the shipper at the time of loading or while en-route and shall provide when requested, protective service, multiple stops, direct dispatch, drop shipments, inside deliveries, spotting trailers and expedited shipments. Carrier, at its sole cost and expense, shall employ for its services hereunder only competent and legally licensed personnel. Carrier shall not cause or permit any shipment tendered hereunder to be transported without the prior written consent of Broker.
6. Carrier shall comply with all applicable federal and state D.O.T. regulations as well as all other laws and regulations pertaining to the operations of a motor carrier. All loss and damage claims shall be processed according to federal D.O.T. regulations.
7. Carrier shall be solely responsible for the cargo shipped from the time the shipper releases it to Carrier until it is delivered and received by the consignee. Carrier assumes the liability standard applicable to a motor common carrier as provided in the Title 49 of the United States Code and the U.S. Code of Federal Regulations.

8. Both Carrier and Broker agree that this relationship shall be considered confidential and that each party agrees to not release any information regarding the performance of any other issue to any third party, credit rating agency, service company, government agency (unless required by law), unless agreed to in writing by each party at the address listed below.
9. Carrier shall be responsible and agrees to hold Broker harmless from and indemnify Broker for any and all personal injury, property damage, loss, claim, injury obligation or liability arising from Carrier's actions, omissions, behavior or transportation pursuant to this agreement, and to hold Broker's clients harmless for all personal injury, property damage, loss, claim, injury, obligation, or liability arising from Carrier's actions, behavior or transportation pursuant to this Agreement.
10. Carrier shall issue a Bill of Lading in its own name and will bill all charges for transportation services directly to Broker and, together with the bill, shall provide Broker with a copy of the signed Bill of Lading and Delivery Receipt. Broker agrees that it will pay all such freight bills within twenty-eight (28) days from the postmarked date of Carrier's invoice, provided there was good and timely delivery of the cargo, and neither the shipper, nor the consignee, has notified the Broker of any claim arising from the transportation of the shipper's goods.
11. Carrier agrees to support and protect Broker's efforts in performance of this Agreement by making no direct contact or solicitation of Broker's customers. During the term of this Agreement and for a period of two (2) years after the termination of the Agreement, Carrier, its officers and directors, shall not directly or indirectly, solicit or do business of a transportation nature with any of Broker's customers who are serviced by Carrier. If Carrier breaches this provision, Carrier shall be liable to Broker for all of Broker's lost income, past, present and future.
12. The relationship of Carrier to Broker shall at all time, be that of an independent contractor, except that Broker shall be the agent for Carrier for the collection of payment of charges to Carrier. Carrier agrees that it will look only to Broker for payment if the billed party has paid to Broker.
13. All provisions of this Agreement separate and divisible and in the event that any provision or clause is deemed unenforceable, the remainder of this Agreement shall remain in full force and effect.
14. Carrier agrees that Broker's compensation, hereunder for its services, is confidential and need not be disclosed to Carrier. Carrier further agrees that it will not reveal to anyone the terms of the agreement, the pricing of transportation services, or any other detail of the business conducted between Carrier and Broker.
15. This Agreement represents the entire agreement between the parties and shall only be amended in writing signed by both parties. This contract shall supersede all prior agreements, written or oral, including the Bill of Lading; the parties agree that this Agreement was entered in the City of Concord, the State of North Carolina, whose courts shall have jurisdiction and venue for any litigation arising from this Agreement. Carrier agrees to pay all the Broker's costs of enforcing this Agreement including, but not limited to, its attorney's fees.
16. This Agreement shall be effective continuously and remain in effect until either party terminates it with no less than thirty (30) days written notice. Carrier may not assign this Agreement to another party without the express written consent of the Broker.

The parties acknowledge and agree that it is standard in the industry to transmit this Agreement between parties by facsimile (fax) or email for the completion of signatures, and agree that all shall have the same full force and effect as an original document.

The party executing of this Agreement represents that he or she has the authority to do so on behalf of the party that they represent

Authorized Carrier Signature

Armstrong Transport Signature
P.O. Box 411 Concord, NC 28026
Toll free: 877-240-1181 fax: 704-784-3036