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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-143621

KNOW ALL MEN BY THESE PRESENTS that we Tennessee Steel Haulers, Inc dba TSH (Name of Broker or Freight Forwarder)

of 2607 Brick Church Pike Nashville TN 37027 (Address) (City) (State) (Zip)

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 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:

- 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 1 day of October 2013, 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

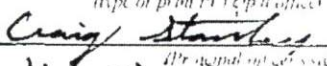
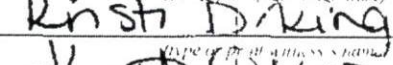
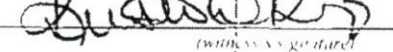
IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 1 day of Oct, 2013

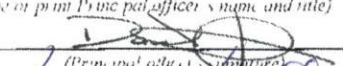
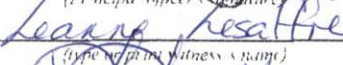

TRUSTOR

Tennessee Steel Haulers, Inc dba TSH
 COMPANY NAME
2607 Brick Church Pike Nashville
 STREET ADDRESS CITY
TN 37027 (615) 271-2446
 STATE ZIP CODE TELEPHONE NUMBER

TRUSTEE

Pacific Financial Association Inc
 COMPANY NAME
12707 High Bluff Dr Ste 200 San Diego
 STREET ADDRESS CITY
CA 92130 (800) 595-2615
 STATE ZIP CODE TELEPHONE NUMBER

Craig Stanley Vice-President
 (type or print Principal officer's name and title)

 (type or print Principal officer's signature)

 (type or print witness's name)

 (witness's signature)

Daniel J Larson, President
 (type or print Principal officer's name and title)

 (Principal officer's signature)

 (type or print witness's name)

 (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 _____, 2013 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 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 entity to do so.

