

Boling Enterprises, Inc.
P.O. Box 846
Stuttgart, AR 72160

PHONE: (870) 672-9115
WATTS: 888-305-3234
FAX: (870) 672-7074

Mission: "To provide service, professionalism, honesty, and integrity so high in the transportation industry that it would become the standard by which all others are measured."

President: Mark Boling
Accounts Payable: Stacy or Mark (870) 672-9115
Logistic Coordinator: Jared Boling
Ross Boling

Federal ID#: 71-0782000
DUNS#: 938061843

MC#: 311344B

Insurance Coverage: Burnett Insurance Corporation
10816 Executive Center Drive
Conway Building, Suite 203
Little Rock, AR 72211
Contingent Cargo \$100,000

Bank Information: Farmers and Merchants Bank
7th and Main
Stuttgart, AR 72160
(870) 673-6911
Contact: Charlie Holt

Credit References:

KTI (Becky)	Jit-Ex (Robby)	S&J Intermodal (Stony)	Jeffrey's Trucking (Willie)
P.O. Box 135	4570 Getwell Rd.	3874 Viscount #2	1926 Creek Wood CT
Marion, AR 72364	Memphis, TN 38118	Memphis, TN 38118	Irving, TX 75060
870-739-1407	901-367-7405	901-362-1136	916-417-4124



Company Name: _____

Phone: _____

Your Name: _____

Contact: _____

Dispatch contact: _____

Phone: _____

24 hour dispatch? Yes No

If yes, is it in office or forwarded to a cell? _____

After hours phone: _____

All 48 states? Yes No

If no, which states:

Number of Solo's _____ Are they doubles qualified? Yes No

Number of Teams _____ Are they doubles qualified? Yes No

Is your company UIIA certified? Yes No

Closest hub proximity? _____



AGREEMENT FOR MOTOR TRANSPORTATION

THIS AGREEMENT, (the "Agreement") made as of the _____ day of _____, 20____, by and between _____ (hereinafter referred to as "Carrier") and Boling Enterprises, Inc., a Corporation located at P. O. Box 846, Stuttgart, AR 72160, (hereinafter referred to as "Broker")

WITNESSETH

- 1) Boling Enterprises, Inc., is duly licensed by the Federal Highway Administration/FHWA (formerly Interstate Commerce Commission) to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.
Docket No. (MC#311344B)
- 2) Carrier is duly licensed contract motor carrier operating under Docket No. MC _____ issued by the ICC/FHWA for the purpose of providing the transportation of property for shippers and receivers of general commodities.
- 3) Carrier agrees to accept lawful shipments of property offered it by Boling Enterprises, Inc., subject to the capacity of Carrier's equipment and facilities, and to transport such shipments to the destinations designated by Boling Enterprises, Inc. In the event Carrier is unable to supply services within the time requested by Boling Enterprises, Inc., it shall so advise Boling Enterprises, Inc., and arrange to provide service at a later date, or Boling Enterprises, Inc., may, if it desires, elect to avail itself of the services of another carrier. Under such circumstances, there shall be no breach of the terms of this contract.
- 4) Carrier agrees to maintain and keep in full force and effect at its own expense a minimum of \$100,000 per vehicle cargo liability insurance covering goods moved by Carrier under the terms of this Agreement. Carrier will also maintain a minimum of \$1,000,000 per occurrence Automobile liability insurance. **In the event that Carrier is contracted to move a trailer or trailers not owned by Carrier, Carrier, at its own expense, shall provide insurance coverage sufficient to cover physical damage to, or destruction of, said trailer(s).** Carrier shall furnish to Boling Enterprises, Inc., a Certificate of Insurance evidencing said insurance coverage and naming Boling Enterprises, Inc., a Certificate Holder on said policy.
- 5) Carrier, at its own cost and expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder, and shall maintain such vehicles and equipment in good and efficient condition, both as to operation and appearance. Carrier, at its own cost and expense, shall maintain operation of its vehicles such licenses and

Intials _____

permits as are required by Local, State, or Federal authorities with respect to such transportation services and shall comply with all laws and regulations applicable thereto.

- 6) From the date of this Agreement forward, each shipment tendered to Carrier for transportation between points of origin and destination shall be deemed to be tendered to Carrier as a contract motor carrier and such shipments will be governed solely by the provisions of law applicable to contract motor carriage as set forth in this agreement.
- 7) Carrier agrees to immediately notify Boling Enterprises, Inc., of any accident or event which impairs the safety of, or materially delays delivery of, goods or shipments and also agrees to use reasonable care and due diligence in the protection of said goods and shipments.
- 8) Carrier will issue and sign a standard bill of lading or receipt acceptable to Boling Enterprises, Inc., and underlying shippers on acceptance of the goods Carrier assumes the liability of interstate common carrier from the time of receipt of said goods by the Carrier until proper delivery is made, and such receipt or bill of lading shall be prima facie evidence of receipt of such goods in good order and condition unless otherwise noted on the fact of such document. All such documents shall show the actual consignor and consignee and Boling Enterprises, Inc., shall appear in the "Bill To" section and in the "Special Instructions" section as being "Shipped under contract authority with Boling Enterprises, Inc."
- 9) Carrier will bill Boling Enterprises, Inc., and Boling Enterprises, Inc. will pay Carrier for freight charges payable to Carrier on freight shipments tendered by Boling Enterprises, Inc., to carrier. Carrier's freight charges will be based on a Rate Confirmation amount negotiated between Boling Enterprises, Inc., and Carrier on each individual shipment before Carrier is dispatched to pick up the shipment. Each Rate confirmation will be considered an Addendum to this Agreement.
- 10) Boling Enterprises, Inc., will bill the shipper/consignee for each shipment moved by Carrier and payment thereof by shipper/consignee to Boling Enterprises, Inc., shall relieve the shipper/consignee of any liability to Carrier for non-payment.
- 11) Boling Enterprises, Inc. agrees to offer for shipment and carrier agrees to transport by motor vehicle, subject to the availability of suitable equipment, a minimum of three (3) shipments during the term of this Agreement.
- 12) It is the intent of the parties that Carrier shall be and remain an independent contractor and nothing herein contained shall be construed to be inconsistent with that relationship. Carrier agrees to assume full responsibility for all salaries, commissions, insurance, taxes, pension, and benefits of carrier's employees and agents (including owner-operators) utilized by carrier in the performance of this Agreement.
- 13) Carrier shall be liable for full actual loss resulting from loss, damage, injury or delay. Full actual loss is the invoice price of the freight tendered to the carrier for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR part 1005. The terms, conditions or provisions of the governing bill of lading or any other shipping form or tariff utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed,

Intials _____

modified or supplemented by reference to any other rates, rules, classification, practice, schedule or tariff.

Carrier agrees to indemnify and save harmless Boling Enterprises, Inc. from any and all claims of nature whatsoever arising out of Carrier's operations and activities hereunder, including without limitation, claims, losses, or liability for personal injury, property damage, cargo loss or damage, or any combination thereof, resulting from the negligence or legal liability of Carrier, it's employees or agents, which may occur during the performance of services under this Agreement.

- 14) Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any account referred to it by Boling Enterprises, Inc., for a period of one (1) year following the date of initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Carrier from soliciting any of Boling Enterprises, Inc., accounts. In the event that Carrier breaches this provision, Carrier shall be liable to Boling Enterprises, Inc. for a commission in the amount of twenty (20%) percent of the gross revenue per load on any freight so transported by Carrier for any of Boling Enterprises, Inc., accounts together with interest at the rate of ten (10%) percent per annum and all costs and reasonable legal fees in the event proceedings are necessary to collect said amounts. This commission is payable during the period in which this agreement remains in force and for a period of one (1) year after the termination of this agreement by either party. The provision of this paragraph shall be applicable to Carrier and its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries, and affiliates.
- 15) This Agreement shall remain in effect until terminated subject to the right of either party herby to cancel or terminate the Agreement at any time upon notification of thirty (30) days written notice of one party to the other.
- 16) This Agreement shall be governed by the laws of the state of Arkansas except that any statute or period of limitation applicable to interstate transportation shall apply. Both parties represent that they are subject to and hereby irrevocably submit to exclusive jurisdiction of any United States Federal Court sitting in Arkansas or in any General Sessions or Chancery Courts for Arkansas in connection with such suit, action or proceeding arising out of or relating to this Agreement and irrevocably agree that all claims and counterclaims of Carrier or Boling Enterprises, Inc. in respect to any suit, action or preceding will be heard or determined only in any such court.
- 17) If any part of this agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.
- 18) Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.
- 19) Boling Enterprises, Inc. agrees to pay Carrier, in accordance with the Rate Conformation pertaining to each movement of goods, within thirty (30) days of receipt of Carrier's Invoice referencing Boling Enterprises, Inc.'s pro number, the original bill of lading, and proof of delivery. Boling Enterprises, Inc., may withhold from compensation due

Intials_____

Carrier, amounts sufficient to satisfy claims for loss, damage, injury, or delay arising out of transportation of shipments under this agreement.

- 20) Except as required by law, the existence of this Agreement, its terms, conditions and provisions, including all information contained in any receipt, bill of Lading or shipping document shall be confidential and shall not be disclosed by Carrier to persons other than its officers, directors, employees, agents, attorney, accountants, and auditors. Boling Enterprises, Inc. has the right at its sole discretion to disclose any such information to one or more of its vendors, customers, or consignees. The provisions of these sections shall survive the Termination, expiration or cancellation of this Agreement for a period of five (5) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Carrier: _____

Broker: Boling Enterprises, Inc

By: _____

By: _____

Title: _____

Address: _____

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

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: Individual/
Sole proprietor Corporation Partnership Other ▶ 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:

- 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. 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 ▶

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:

- 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.

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.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 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 to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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: _____

License No. MC- 311344B

KNOW ALL MEN BY THESE PRESENTS, that we, Boling Enterprises, Inc.
(Name of Broker or Freight Forwarder)
of 2206 South Main Street Stuttgart Arkansas 72160
(Street) (City) (State) (Zip)
as TRUSTOR (hereinafter called Trustor), and Farmers and Merchants Bank
(Name of Trustee)
a financial institution created and existing under the laws of the State of Arkansas 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 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 Arkansas, to the extent not inconsistent with the rules and regulations of the FMCSA.

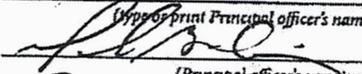
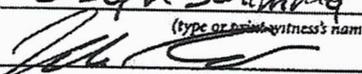
This trust fund agreement is effective the 1st day of October, 2013, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

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 30th day of September, 2013.

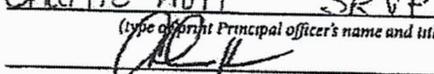
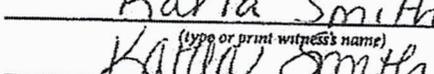
TRUSTOR

Boling Enterprises, Inc.
 COMPANY NAME
2206 South Main Street Stuttgart
 STREET ADDRESS CITY
Arkansas 72160 (870) 672-9115
 STATE ZIP CODE TELEPHONE NUMBER

Mark Boling, President
 (Type or print Principal officer's name and title)

 (Principal officer's signature)
Joseph Schimmer
 (Type or print witness's name)

 (witness's signature)

TRUSTEE

Farmers and Merchants Bank
 COMPANY NAME
708 South Main Street Stuttgart
 STREET ADDRESS CITY
Arkansas 72160 (870) 673-6911
 STATE ZIP CODE TELEPHONE NUMBER

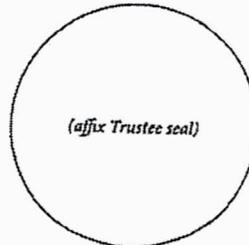
Charlie Holt SR VP
 (Type or print Principal officer's name and title)

 (Principal officer's signature)
Karla Smith
 (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 _____, _____, 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.



PM-25
(Rev. 1/95)

SERVICE DATE
February 19, 1997

FEDERAL HIGHWAY ADMINISTRATION

LICENSE

MC 311344 B

BOLING ENTERPRISES, INC.
STUTT GART, AR, US

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 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance Division