

CARRIER SET-UP INSTRUCTIONS

Please fax the following information back to Mawson and Mawson at 215-750-7835

1. Signed Carrier/Broker agreement (all 4 pages)
2. Your ICC Authority
3. Completed W-9 form
4. Current insurance certificate showing Mawson as Certificate holder (Mawson and Mawson, Inc.
P O Box 248, Langhorne, Pa. 19047
5. Completed Carrier Profile sheet



Mawson & Mawson Inc.
1800 Old Lincoln Highway
Langhorne, PA 19047
800/262-9766 -- 215/750-1100 fax: 215-750-7835

Carrier Profile

Carrier Name: _____

REMIT TO: if same leave blank

Phone #: _____ Fax #: _____

MC # _____ Federal ID # _____

E-MAIL ADDRESS (REQUIRED) Dispatch: _____

E-MAIL ADDRESS (REQUIRED) Billing: _____

Operations Contact: _____

Phone Number: _____

Safety/Claims Contact: _____

Phone Number: _____

Trade References:

1. _____ 2. _____

3. _____ 4. _____

Freight Distribution and Electronic Pay for 2011

Mawson and Mawson Inc is pleased to announce the implementation of E Pay Manager's innovative freight distribution list and Electronic Pay. This unique system allows our company to electronically tender loads to our carriers via e mail and on an interactive web page. With this application, it is our intention to rely less on traditional load posting services by utilizing our existing carriers more effectively. Participating carriers will be given first opportunity to view our available loads and communicate their interest.

Each morning, and throughout the day as new loads become available, participating carriers will receive an Interactive list of our available loads via email or they will be able to access them online. The list is organized so that carriers can quickly review load requirements and submit a bid when they have an available truck.

Using links provided on the email, or on the available load list, carriers will have the opportunity to bid on each load. These links will allow your dispatchers to accept our posted terms, propose a custom offer, or decline the shipment.

After your company submits a bid, the system instantly organizes and presents them online for our dispatchers to review. This system will allow our staff to electronically award loads to the most qualified carrier and notify other carriers when the load is no longer available. This enhanced level of communication will reduce the number of phone calls your company makes inquiring about available loads or the status of a bid.

This interactive distribution list will ensure that your company is always notified when new freight is available. It is the most recent example of our company's plan to strengthen carrier relationships.

You must complete the following steps to participate in the distribution list:

1. Register at www.epaymanager.com/register (If already registered, skip to Step 3)
2. You must check the box next to Mawson and Mawson on the registration form to be added to our private network and receive our distribution list.
3. After the registration is complete, login with your username and password.
4. Click Company, then Users.
5. Click Add New User to create a user account for each dispatcher that will receive the distribution list.
6. In the Freight Distribution List section, select to Receive Available Loads From (from All Participating Members or Company Payer List) and Receive Status Update Emails (select Yes or No).
7. Click Disable Accounting Permissions for users that are dispatchers and do not manage invoices.
8. Repeat for additional users.
9. Your company is now setup and will immediately begin to receive available load lists from our company. Your company can stop receiving these lists at any time by changing your user settings.
10. To view available loads, click Distribution List, then Carrier on the menu. From this list, or any email, click the "B" icon or the Bid link to submit a bid.

If you have any questions on this, please call us at 800-662-9766. We hope to have the list and accounts payable fully operational by February 1, 2011

Accounts Payable Procedures

Please be aware that Mawson and Mawson Inc, pays all freight invoices, electronically, using Epay Manager.

With Epay Manager, you will not be required to prepare and mail invoices or proof of delivery documents. Instead you will be asked to fax proof of delivery documents to a toll-free number and review and accept invoices online. Please review the following procedures before you proceed.

1. Mawson and Mawson will enter transactional information into Epay, creating an electronic invoice.
2. Your company will receive an email asking you to review the invoice for accuracy and "Select New Payment Terms" (at your option) before you accept the invoice by clicking the Send button.
3. Your company will be asked to use a specially designed Fax Cover Sheet, to fax Proof of Delivery documents (POD) to a toll-free number where they will be scanned and electronically linked to your invoice.
4. Once your invoice and POD has been received, your invoice will be approved and assigned a payment date. On that date, the system will directly deposit the approved sum in your bank account. By processing electronically, your collection period will decrease by 6 to 10 days, the average time invoices and checks spend in the US mail.

You must complete the following steps before payment can be made:

1. Log on to www.epaymanager.com.
2. Click Register and follow the steps below. Note: For further instruction, please view the carrier demonstration video at www.epaymanager.com/demonstration.html
3. In the first section, enter your company's information. The individual's name you enter will be automatically set as your company's (default) billing contact.
4. Next, enter your company's bank account information. This is the account where your funds will be deposited. To complete this section, you will need to following information:
 - ABA Number – This number is the American Bankers Association routing number that identifies the bank where your account is located. This is a nine digit number located on the bottom left corner of your company's check, to the left of your account number.
 - DDA number – This number is the Direct Deposit Account number, more commonly referred to as your bank account number. It is located at the bottom of the check, to the right of the ABA number.
5. Next, you will create a username and password to login to Epay Manager. You are also required to enter an email address. This address will be assigned to your (default) billing contact and will be used to notify your company when invoices are ready for review.
6. Read the Terms and Conditions and check the box to indicate your acceptance.
7. In the next section, review the list of eligible payers. Place a check mark in the box next to the companies you will be receiving payment from. This action will notify each company of your registration.
8. After all information has been entered, click Continue to submit your registration. You will receive an email confirmation from Epay Manager.
9. Your registration is now complete and you may now login to view any transactions.
10. To view any amounts due, click Receivables and the current status of your transaction. These choices include: Pending, Invoiced, Approved and Paid.

When new transactions are entered naming your company as a payee, you will receive an email from Epay Manager informing you of a new transaction and providing you with a link to the invoice. Whenever a Proof of Delivery Coversheet link is provided, transactions cannot be sent or approved for payment until you attach proper documentation. Finally, in order to be paid, you must accept the invoice.

Following this acceptance, you will receive additional emails when the status of your payment changes (i.e. - when an invoice is approved and paid).

If you have questions regarding this electronic payment program, please contact Jeff Sacks or Pam Tonelli at 800-662-3766

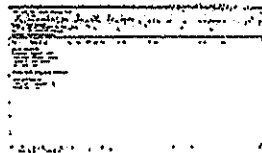

Signature

3/7/11
Date

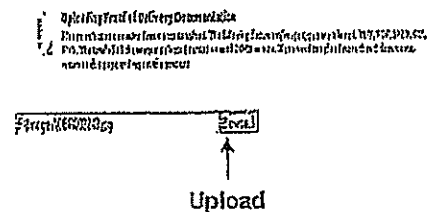
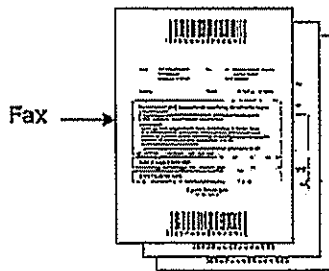
Accounts Payable Procedures

Our company takes pride in its treatment of carriers and knows the importance of issuing payment in a timely manner. Carriers must follow these three easy steps in order to receive payment.

Step 1: Receive Pre-Filled Invoice via Email



Step 2: Fax or Upload Proof of Delivery



Step 3: Accept the Invoice

Accept Invoice

Invoices MUST be accepted online before payment can be issued!

Invoice #123456

Accept Invoice
 Decline Invoice
 Cancel Invoice
 Print Invoice
 Email Invoice
 Export Invoice

ITEM NO	QUANTITY	UNIT	DESCRIPTION	RATE	TOTAL
1	100	EA	ITEM 1	10.00	1000.00
2	50	EA	ITEM 2	20.00	1000.00
3	25	EA	ITEM 3	40.00	1000.00
4	10	EA	ITEM 4	100.00	1000.00
5	5	EA	ITEM 5	200.00	1000.00
6	2	EA	ITEM 6	500.00	1000.00
7	1	EA	ITEM 7	1000.00	1000.00
8	0.5	EA	ITEM 8	2000.00	1000.00
9	0.2	EA	ITEM 9	5000.00	1000.00
10	0.1	EA	ITEM 10	10000.00	1000.00

Please contact us if you have any questions.

- B) Carrier shall maintain an automobile and public liability insurance policy with limits of not less than \$1,000,000.00 with a deductible of no greater than \$25,000.00 and shall provide Broker with a valid certificate of insurance, updating as renewal occurs. Such certificate shall require the insurance carrier to give Broker written notice no later than ten (10) days prior to the cancellation of or amendments to such insurance.

5. RATES, CHARGES, AND COMPENSATION:

Rates and charges for goods, moved under this Agreement shall be calculated pursuant to the Rate Schedule (attachment 1) hereto which is incorporated herein; provided, however, that the parties may for individual shipments agree to a rate different from that provided, as long as the agreement regarding such different rate is set forth in a written addendum to this Agreement which is signed by both Broker and Carrier prior to such shipment. Broker agrees to pay Carrier for the transportation of authorized goods under this Agreement thirty (30) days after the receipt by Broker of Carrier's invoice covering such shipment. Carrier agrees that it shall look exclusively to Broker for payment of all freight invoices and, under no circumstances, shall Carrier look to any shipper or consignee of the traffic transported pursuant to the Agreement for payment of such charges.

6. BILL OF LADING:

The Carrier shall, on each shipment, receive from Shipper a uniform (straight) Bill of Lading, and the shipment shall move under the terms and conditions of such Bill of Lading. To the extent any of the terms of said Bill of Lading are inconsistent with the terms hereof, the terms of this Agreement shall prevail. If such Bill of Lading indicates that the shipment covered therein is "C.O.D." then Carrier shall collect from the Consignee at the time of delivery the dollar amount indicated on the Bill of Lading and remit such sum to Broker. If Carrier fails to collect such sum from Consignee, then Carrier shall still be responsible for remitting such sum to Broker.

7. LIABILITY OF BROKER:

The Broker shall be liable for freight and all other applicable charges, except that if the Broker stipulates, by signature, in the space provided for that purpose on the face of the Bill of Lading, that the Carrier shall not make delivery without requiring payment of such charges by the designated payer and the Carrier makes delivery without requiring payment, then the Broker shall not be liable for such charges.

8. CARRIER WARRANTY:

Carrier represents that it is fit, willing, and able to provide the service contemplated by the Agreement. Carrier further represents and warrants it is presently in compliance and shall at all times during the term of this Agreement remain in compliance with all applicable laws and ordinances of all applicable governmental entities (federal, state, and local) having jurisdiction over any of its operations and/or the services to be provided under this Agreement.

9. INDEPENDENT CONTRACTOR:

Nothing in this Agreement is intended, nor shall be construed, to constitute either party as partner, joint venture, agent, or other representative of the other. Each is an independent company retaining complete control over and complete responsibility for its own operations and employees. Nothing in this Agreement shall be construed to grant either party any right or authority to assume or create any obligation on behalf or in the name of the other; to accept summons or legal process for the other; or to bind the other in any manner whatsoever.

10. ASSIGNMENT OF FREIGHT:

Assignment of this Agreement or the shipments tendered by Broker to Carrier under the terms of this Agreement to any party not operating under the operating authority of the Carrier and covered by the insurance provided for herein is expressly forbidden. The Carrier acknowledges and agrees that any such occurrence will be reason for Broker, in its sole discretion, to terminate this Agreement without notice.

11. **ALTERNATE DISPUTE RESOLUTION:**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration by a single arbitrator, in accordance with the rules then obtaining of the ADR Council, Inc., and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator(s) shall have no authority to award punitive or exemplary damages. Such arbitration shall be conducted in Doylestown, Pennsylvania.

12. **TERM AND TERMINATION:**

This Agreement shall become effective on the date first above written, and shall remain in effect until cancelled by either party upon thirty (30) days prior to written notice, except as otherwise provided herein.

13. **CONVENANT NOT TO COMPLETE:**

Following Carrier's performance of services to a customer of Broker under this Agreement, Carrier agrees that, for a period of one (1) year thereafter, it shall not perform services for the same customer without first obtaining Broker's written consent which may be granted or withheld upon such terms as Broker determines in its discretion. If Carrier breaches this provision and obtains traffic from such customer without Broker's consent, Broker then is entitled, for a period of twelve (12) months after such traffic first begins, to a commission from Carrier equal to twenty percent (20%) of the total transportation revenue received by Carrier on the movement of such traffic. This paragraph is not intended to affect traffic arrangements between Carrier and others, which predate this Agreement.

14. **WAIVER OF CARRIER'S LIEN:**

Carrier shall not withhold any goods of the customer on account of any dispute as to rates or any alleged failure of Broker to pay charges incurred under this Agreement. Carrier hereby waives and releases all liens, which Carrier might otherwise have to any goods of Broker or its Customer in the possession or control of Carrier.

15. **NON-DISCLOSURE:**

Except to the extent required by law, the terms of this Agreement shall not be disclosed to any third party without the prior written consent of the non-disclosing party.

16. **NOTICES:**

For the purposes of this Agreement any notice required to be; shall be deemed sufficiently given or served if sent by United States Certified Mail, Return Receipt Requested (unless otherwise specified herein) to the parties at the following addresses or by confirmed fax to the following fax numbers.

To Broker:
Mawson & Mawson Inc.
P.O. Box 248
1800 E Old Lincoln Hwy
Langhorne, PA 19047
ATTN: Carrier Relations

To Carrier:

Fax: 215 750 7835

Fax:

Broker and Carrier shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice to the other party.

17. **MISCELLANEOUS:**

This Agreement and the agreements referred to herein comprise the entire agreement between the parties relating to the subject matter herein. This Agreement supercedes and cancels any prior agreement executed between the parties. This Agreement may not be amended or modified except by writing signed by the parties hereto. Headings are for reference only, and not affect the meaning of any paragraph. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the choice of law rules thereof. In the event

any provisions of this Agreement are in violation of any law, statute or ordinance where used, such provision shall be amended to conform, thereto, without invalidating the remainder of the Agreement. All accrued obligations of the parties shall survive the termination or expiration of this Agreement. This Agreement cancels and supersedes any prior agreement between the parties pertaining to the same subject matter hereof.

PAYMENT TO BE MADE WITHIN THIRTY (30) DAYS IF ALL ORIGINAL SHIPPING ORDERS, BACK-UP PAPERWORK, SIGNED DELIVERY RECEIPT(S), AND OTHER SPECIAL ORDERS (EX: WEIGHT TICKETS OR PERMITS) MUST BE SUBMITTED.

IN WITNESS WHEREOF, Broker and Carrier have executed two (2) originals of this Agreement on the date first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE, WHICH MAY BE ENFORCED BY THE PARTIES.

(Carrier)

MAWSON & MAWSON, INC.
(Broker)

By: _____

By: _____

Date: _____

Date: _____

PM-25
(Rev. 1/95)

SERVICE DATE
August 29, 1995

INTERSTATE COMMERCE COMMISSION

LICENSE

MC 76 SUB 33 B

MAWSON & MAWSON, INC.
LANGHORNE, PA

This license is evidence of the applicant's authority to engage in, in interstate or foreign commerce, as a broker, in 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.

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

By the Commission.

VERNON A. WILLIAMS
Secretary

(SEAL)

CREDIT / TRADE REFERENCES

MOTOR CARRIERS

IKE Transportation, Inc.
425 Jayhawk Court
Murfreesboro, TN 37128
615-867-1325
Fax: 615-867-1701

JIT Steel Services, Inc.
36463 Treasury Center
Chicago, Ill 60694
423-266-1600
Fax: 423-267-4297

Prima Express, Inc.
8109 Piers Drive # 1604
Woodridge, Ill 60517
815-372-9190
Fax : 815-372-9109

Fleet Movers, Inc.
2607 Brick Church Pike
Nashville, TN 37207
843-529-0050
Fax : 843-529-0628

Short's Express, Inc.
123 A East Main St
Merrimac, Ma 01860
978-346-8512
Fax: 978-346-8922

Apex Capital Corp.
P. O. Box 961029
Fort Worth, TX 76161
817-332-7300
Fax : 817-840-0984

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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
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.

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
: : : :
OR
Employer identification number
: : : :

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. citizen or other U.S. person (defined below).

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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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

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 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,

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., SW, Washington, DC 20590

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 000076

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 Mawson & Mawson, Inc.

(Broker)

of 1800 Old Lincoln Hwy Langhorne, PA 19047
(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 10 day of April, 2009, 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 10 day of April, 2009.

TRUSTOR		TRUSTEE	
Name	<u>Mawson & Mawson, Inc.</u>	Name	<u>PACIFIC FINANCIAL ASSOCIATION, INC.</u>
Address	<u>1800 Old Lincoln Hwy Langhorne, PA 19047</u>	Address	<u>12707 High Bluff #200 San Diego, CA. 92130</u>
Telephone No.	<u>(215)750-1100</u>	Telephone No.	<u>(800)595-2615</u>
By	<u><i>Charles Ketterer</i></u> Charles Ketterer Director	By	<u><i>J. Penny Larson</i></u> J. Larson President
Witness	<u><i>Wendy W...</i></u> Wendy W... (Signature and Title) Admin. Assst.	Witness	<u><i>[Signature]</i></u> (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

QUICK PAY CARRIER PROGRAMS

Mawson and Mawson, Inc. can offer the following Cash Management tools to our preferred vendors:

METHOD # 1 - Preferred

Payments via E-Pay Manager

- Same Day = 3%
- 7 Day pay = 2%
- 14 Day pay = 1%
- Standard Terms – 21 days from receipt of invoice & pod
- Direct Deposit only

METHOD #2

Instapay – Direct Deposit or by check

- Voided check must be sent in or bank routing numbers (direct deposit)
- Clean bill of lading (no exception) must accompany invoice
- 5% (same day) or 2% (7 day pay) options

METHOD #3

Comdata pay-offs

- Fee for comchecks is \$15.00 for each comcheck
- 5% - Same Day
- 2% - 7 day
- Standard Terms – 21 days from receipt of invoice & pod

METHOD # 4

Mailing invoices and pod directly to Mawson and Mawson, Inc.

- P O Box 248, Langhorne, Pa. 19047

Coming soon: Transflo your documents from the Truckstop or Transflo scanner.