



EveryPoint Logistics Solutions Inc
5490 Thimens, Suite 250, Montreal, Qc. H4R 2K9
Tel: 514 426 3043 Fax: 514 333 1500
E-mail: sales@epls.ca

CREDIT INFORMATION

Description of operations: Third Party Logistics Provider

Incorporated under the Canada Business Corporation Act, September 27, 2000

Corporation number 381635-4

Dun & Bradstreet No: 200 853138

CEO - Alex Wilson

CFO - Andrew Andor

Accounts Payable: Shanna Burkhardt

payables@everypoint.ca

Visit www.everypoint.ca

Bank:

TD Canada Trust
3720 Blvd des Sources
Dollard des Ormeaux, Qc., H9B 1Z9
Account Manager: Lisa Morin
Tel: 514 683 0391 Fax: 514 683 3095

Trade References:

Day&Ross
399 Main Street
Hartland, NB, E7P 1C6
Tel: 800 561 1415
Fax: 866 616 4483

Airoute Cargo Express
2800 Andre
Dorval, Qc. H9P 1K6
Tel: 514 421 0679
Fax: 514 421 1503

Traffix Group of Companies
375 Wheelabrator Way
Milton, ON, L9T 3C1
Tel: 905 875 0708
Fax: 905 875 1133

Bartel Bulk Freight Inc
405 Stampede Drive
Morris, MB, R0G 1K0
Tel: 204 746 2053
Fax: 204 746 2892

APPS Transport
275 Orenda Road
Brampton, ON, L6T 3T7
Tel: 905 451 2720
Fax: 905 451 2778

VTL Express
5225 rue Rideau
Quebec, QC, G2E 5H5
Tel: 418 657 3578
Fax: 418 657 7398

PM-25
(Rev. 1/95)

SERVICE DATE
March 06, 2001

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

LICENSE

MC 401514 B

EVERYPOINT LOGISTICS SOLUTIONS INC.
DOLLARD DES ORMEAUX, PQ, CD

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). 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.

Terry Shelton, Director
Office Data Analysis & Information Systems

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-RRR, Washington, D.C. 20590.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**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-401514

KNOW ALL MEN BY THESE PRESENTS, that we, Everypoint Logistics Solutions Inc.
(Name of Broker or Freight Forwarder)

of 5490 Thimons, Suite 250 Montreal Canada QC 0
(Street) (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:

- 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.
- 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.
- 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.
- 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.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- 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

Everypoint Logistics Solutions Inc.
COMPANY NAME

5490 Thimens, Suite 250 Montreal Canada
STREET ADDRESS CITY

QC 0 (877) 231-9991
STATE ZIP CODE TELEPHONE NUMBER

Alex Wilson, President
(type or print Principal officer's name and title)

[Signature]
(Principal officer's signature)

SHANNA BURKHARDT
(type or print witness's name)

[Signature]
(witness's signature)

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

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

[Signature]
(Principal officer's signature)

[Signature]
(type or print witness's name)

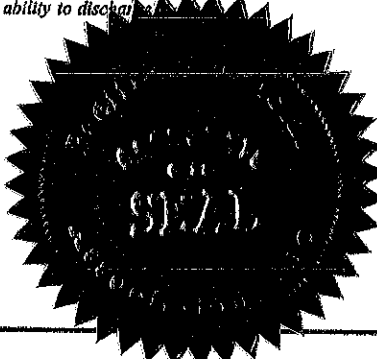
[Signature]
(witness's signature)

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. 13006(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 such obligations.



Montréal, le 27 octobre 2006

M00990

SOLUTIONS LOGISTIQUES EVERYPPOINT INC
9, rue de L'Aviation
Pointe-Claire, Québec
H9R 4Z2

NUMÉRO D'IDENTIFICATION (NI) : 9-M-314771

**AVIS DE RENOUELEMENT DE VOTRE INSCRIPTION
À LA LISTE DES INTERMÉDIAIRES EN SERVICES DE TRANSPORT**

Madame,
Monsieur,

Vous êtes inscrits à la liste des intermédiaires en services de transport de la Commission des transports du Québec.

Pour renouveler votre inscription, nous vous demandons de remplir et de nous transmettre, dans les 30 jours de la réception du présent avis, le formulaire ci-joint accompagné des frais de 118 \$. Si vous ne renouvelez pas votre inscription, cela entraînera la cessation de vos opérations à titre d'intermédiaire en services de transport et votre nom sera retiré de la liste. Nous vous rappelons que les contrats qui pourraient être conclus en pareille situation seront considérés sans effet.

Nous vous suggérons de vérifier votre renouvellement, deux semaines après le délai de 30 jours qui vous est accordé. Cette vérification peut se faire en consultant notre site Internet ou par téléphone au 1 888 461-2433 et en choisissant l'option 2. Ayez **en main** votre numéro d'identification (NI) car vous devrez le composer sur le clavier de votre téléphone.

Si vous désirez obtenir des renseignements supplémentaires à ce sujet, vous pouvez toujours joindre notre service à la clientèle en mentionnant votre numéro d'identification (NI).

p.j. Formulaires

Québec
200, chemin Sainte-Foy, 7^e étage
Québec (Québec) G1R 5V5
Téléphone : 1 888 461-2433
Télécopieur : (418) 644-8034
www.ctq.gouv.qc.ca

Montréal
545, boul Crémazie Est,
10^e étage, bureau 1000
Montréal (Québec) H2M 2V1
Téléphone : 1 888 461-2433
Télécopieur : (514) 873-4720