

Rosser, Incorporated

P.O. Box 1798 Ridgecrest, CA 93556

855-514-1186 toll free 760-384-4341 fax



Thank you for your interest in hauling for Rosser Logistics.

We will need the following information faxed to us prior to becoming an approved carrier for Rosser Logistics:

1. Carrier Profile Sheet
2. INSURANCE CERTIFICATE, listing Rosser Logistics as additional insured with the following limits:
 - \$1,000,000 Liability
 - \$100,000 Cargo
3. Copy of Motor Carrier Operating Authority
4. Completed and Sign W-9

Load confirmations will be faxed after all paperwork has been received and carrier has been approved.

Please fax ALL paperwork to (760) 384-4341

Rosser, Incorporated

P.O. Box 1798 Ridgecrest, CA 93556

855-514-1186 toll free 760-884-4341 fax



Carrier Profile

MC# _____

EIN# _____

Carrier Name _____

Physical Address _____

Mailing Address _____

Contact Name _____

Contact Number _____

Equipment Type _____

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) * _____ <input type="checkbox"/> Other (see instructions) * _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	Rosser, Incorporated PO Box 1798 Ridgecrest, CA 93555	
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 the "Name" line 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										
				-						

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 *
------------------	----------------------------	--------

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.

Rosser, Incorporated

P.O. Box 1798 Ridgecrest, CA 93556

855-514-1186 toll free 760-384-4341 fax



BROKER/CARRIER CONTRACT AGREEMENT

This Broker/Carrier Contract Agreement is entered into this ____ day, in the month of _____, in the year _____, by and between Rosser, Incorporated (herein after "Broker") and _____ (herein after "Carrier").

WHEREAS, Broker is duly licensed to engage in the operations in the interstate or foreign commerce, as a broker, in arranging for transportation by motor vehicle of general commodities (except household goods) under FMCSA Broker's License No. MC751764; and WHEREAS, Carrier is a motor carrier of the property and holds authority from ICC to provide transportation of property as a contract, or common carrier; and WHEREAS, Broker agrees to offer for shipment and Carrier agrees to transport by motor vehicle as a contract carrier, to and from those points between which service may be required such quantities of authorized commodities as the Broker may desire. NOW THEREFORE, in consideration of the mutual covenants herein contained; the parties agree as follows:

1. For transportation business solicited or obtained by Broker and brokered to Carrier hereunder, Carrier shall, as its cost furnish motor vehicles, equipment, drivers and personnel necessary to transport commodities to and from those locations and in accordance with pick-up and delivery schedules designated by all applicable federal, state and local laws, rules, and regulations, and with schedules and directions supplied by Broker.
2. (a) For the full and proper performance of each trip by Carrier hereunder, Broker shall pay Carrier 30 days after receiving Carrier's Freight Invoice and Original Bill of Lading indicating Proof of Delivery in accordance with rates and charges agreed upon between the parties at the time Broker arranges transportation of the freight, and evidenced by an invoice or other writing for freight charges from Carrier to Broker. The parties acknowledge that Broker shall invoice and collect directly for its fees. As a condition of payment, Carrier shall provide Broker all documents necessary for Broker to receive payment from the shipper, including specifically the original signed delivery receipt, shipping order, and/or bill of lading

(b) Broker shall be entitled to deduct from any fees or others sums owing to Carrier hereunder amounts for which the Carrier is liable to Broker under the terms of the Agreement, including but not limited to Paragraph 4(a) or (b) below, or amounts for which the Carrier is liable to Broker by reason of any default by Carrier of any provision hereof.
3. The relationship of Broker to Carrier shall at all times be that of independent contractor, and nothing herein shall be deemed to create the relationship of employees/employer, partner, principle/agent, or joint venture between the parties. Carrier shall be free to determine the means and methods of the performance of the transportation services

brokered to it hereunder, including the selections of drivers and personnel. Carrier shall bear and retain all responsibility and liability for the payment of all of the costs and expenses shall be deemed to include, but not limited to, equipment repair and maintenance costs, fuel and lubricants, fuel taxes, salaries, and other compensation for the Carrier's employees, tolls and ferries, fines and penalties, and insurance coverage.

4. (a) Carrier shall indemnify, hold harmless and defend Broker, its parent, their affiliates, employees and assigns, against any and all claims, fines, penalties, demands, liabilities, losses and expenses, including reasonable attorney's fees for injury or death to person, damage to property, violation of applicable federal, state or local law, regulation or ordinance, or shipper claims for cargo loss, damage, shortage or late delivery, arising from connection with Carrier's performance of the transportation services brokered to it hereunder.
(b) Carrier shall be fully liable and responsible for all loss, damage, destruction, shortage, theft, spoilage, or other liability of any kind to or for all cargo, the transportation of which has been arranged by Broker, while such cargo is in the care, custody or control of Carrier or otherwise arising out of Carrier's transportation or failure to transport such cargo. Carrier's liability hereunder shall include any claims made by shipper or its customers related to any delayed or late delivery by carrier of the cargo brokered to it hereunder. Carrier's liability for loss or damage of any cargo transported by it hereunder shall begin at the time cargo was loaded on Carrier's equipment at the point of origin, and shall continue until said cargo is delivered to designated consignee at destination. Carrier's liability hereunder shall be based on the replacement cost of the lost or damaged cargo.
5. (a) Pursuant to regulations of the FMCSA, broker shall post and maintain Surety Bond in the applicable amount required by the FMCSA and U.S. DOT.
(b) Carrier shall procure and maintain, at its expense, a policy of comprehensive automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for loss of damage to cargo which comes in the possession of Carrier in connection with its transportation services hereunder, unless agreed upon in writing to differ. Carrier shall arrange to name Broker, and if so directed by Broker, the shipper, as additional insured(s) on all such policies hereunder and shall furnish to Broker certificate of insurance evidencing the above coverage. Carrier shall procure such insurance from companies acceptable to Broker. Such insurance shall provide that the Broker shall receive thirty (30) days prior notice of any alteration, modification or cancellation thereof. Nothing contained herein shall be construed to limit Carrier's liability to the insurance limits set forth above and at all times hereunder. Carrier assumes common carrier liability for the safe transportation of cargo tendered to it. Carrier assumes common carrier liability for the safe transportation of cargo tendered to it.
6. This Agreement shall commence on the date above written and shall continue in effect until terminated by either party providing to the other party thirty (30) days written notice of its intention to terminate this Agreement. This Agreement shall govern the parties' rights and obligations with respect to loads which are brokered to Carrier by Broker from time to time during the term hereof; nothing contained in the Agreement, however, shall be deemed to obligate Broker to tender any minimum amount of freight to Carrier or to utilize the services of Carrier exclusively and Broker makes no representations with respect to any specific amount of freight or number of shippers to be solicited by Broker for Carrier hereunder.

7. Carrier will support and protect Broker's efforts hereunder by refraining from any direct or indirect solicitation. (Back Solicitation) of shippers and/or customers identified by Broker, provided that Carrier shall be permitted to communicate with such shippers and/or customer for operational and scheduling purposes only. If Carrier solicits any shipper(s) or customer(s) introduced to it by Broker, in violation of this provision, Carrier shall pay to Broker immediately on demand an amount equal to ten percent (10%) of all revenues received by Carrier from such shipper(s) or customer(s) for the one (1) year period from the date of the first (1st) shipment violation hereof. This provision shall survive the termination of this Agreement.

8. Any notice to be given by one party to the other shall be in writing and sent certified or registered, return receipt requested, United States mail, postage prepaid.

9. Carrier may not assign or delegate this Agreement, or any rights or obligations imposed upon to it hereunder, without prior written consent of Broker.

10. In the event that it is necessary to engage an attorney; including one regularly employed by either party as such, to enforce any of the terms and conditions of this Agreement the prevailing party shall be entitled to receive, and the other party to reimburse it, for all costs and expenses incurred by it in said action, including, but not limited to, reasonable attorney's fees and expert witness fees awarded by the court and costs. The other party agrees to pay the above items to the prevailing party upon demand.

11. This Agreement embodies the whole Agreement between the parties. There are no provisions, terms, conditions, or obligations other than those contained herein and provided for. This Agreement shall supersede all previous communications, negotiations, and representations, or agreements, either verbal or written between parties hereto. This Agreement may not be amended or modified in any respect unless in writing by both parties.

IN THE WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the day and year first above written.

CARRIER: _____	BROKER: Rosser Incorporated
BY: _____	BY: _____
Signature	Signature
Printed Name/Title	Printed Name/Title

Rosser, Incorporated

P.O. Box 1798 Ridgecrest, CA 93556

855-514-1186 toll free 760-384-4341 fax



REQUIRED BILLING PAPERWORK

To ensure prompt and accurate payment, please note the following billing policies:

- Bill must include ALL ORIGINAL paperwork (NOT copies!) and will not be logged as received until ALL ORIGINAL paperwork is received.
- Loads with payments that are contingent upon weight MUST include scale tickets from the point of delivery. The scale ticket not only serves as proof of delivery, but payment is based upon the weight as shown on those scale tickets.
- If it becomes necessary for us to obtain information or paperwork from anyone other than the hauler, there will be a \$50.00 charge deducted from your payment. If paperwork is missing, you must contact us. **DO NOT CONTACT SHIPPER, RECEIVER, OR CUSTOMER FOR MISSING PAPERWORK.**

Observing these few simple policies will help ensure prompt payment of your freight bills. If you have any questions, feel free to contact us.

Carrier: _____

Representative Signature: _____

Date: _____

Rosser, Incorporated

P.O. Box 1798 Ridgecrest, CA 93556

855-514-1186 toll free 760-384-4341 fax



DEDUCTIONS AGREEMENT

Carrier MUST sign this.

*This must be signed before driver can pick up load.

This load will be delivered on the date agreed to between Rosser, Incorporated and _____ (Carrier) via the Rosser Logistics Load Confirmation Sheet. There are circumstances that arise that may prevent the carrier from delivering the load on the agreed date, ie., mechanical breakdown, weather and other natural disasters. These type of circumstances are verifiable and will not result in a shortage of payment to the carrier.

Loads not delivered on the scheduled delivery date, due to negligence of the trucking company may result in a reduced payment amount to the carrier.

Carrier: _____

Representative Signature: _____

Date: _____



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

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE

July 01, 2011

LICENSE

MC-751764-B

BRANDON ROSSER
D/B/A ROSSER LOGISTICS
RIDGECREST, CA

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 "Jeffrey L. Secrist".

Jeffrey L. Secrist, Chief
Information Technology Operations Division

BPO

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- 751764

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 Branden Rosser D/B/A Rosser Logistics

(Broker)

of PO Box 1798 Ridgecrest, CA 93556
(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.


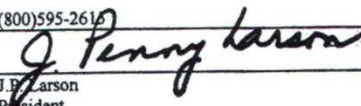
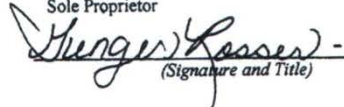

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

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 17 day of June, 2011, 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 20 day of June, 2011.

TRUSTOR		TRUSTEE	
Name	<u>Branden Rosser D/B/A Rosser Logistics</u>	Name	<u>PACIFIC FINANCIAL ASSOCIATION, INC.</u>
Address	<u>PO Box 1798 Ridgecrest, CA 93556</u>	Address	<u>12707 High Bluff #200 San Diego, CA. 92130</u>
Telephone No.	<u>(760)384-8490</u>	Telephone No.	<u>(800)595-2616</u>
By	<u> Branden P Rosser Sole Proprietor</u>	By	<u> J.P. Larson President</u>
Witness	<u> (Signature and Title)</u>	Witness	<u> (Signature and Title)</u>

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