



A Gold Book Broker

Dear prospective customer,

Thank you for your interest in becoming a valued customer of ARI Logistics, a subsidiary of Action Resources, Inc. We have assembled the attached customer package containing our credentials and other information you may need in order to set up ARI Logistics as an approved vendor. Should you require any additional information as part of your approval process, please contact your ARI Logistics representative.

The attached packet includes the following information:

- Operating authority
- W-9
- Copy of certificate of insurance
- Invoicing and payment information
- Credit Application

As a fully licensed and bonded property freight broker, ARI Logistics isn't tethered to our own assets when assessing ways to manage your freight. We have the flexibility to examine a number of different options and offer you the solutions that best satisfies *YOUR* needs. Our team has the knowledge and experience to handle your freight needs via multiple modes of transportation:

SERVICES

- Coverage to all point in North America
- Single and team drivers
- Truckload, LTL, Multi-stop and partial truckloads
- Dry van, Flatbed, Refrigerated and specialized trailers
- Expedited, Haz-mat, Heavy Haul, Over Dimensional
- 1 load to 1,000 loads, 5# to 500,000#
- Inbound, outbound, interplant transfers, Private fleet backhauls

MC# 640557

Fed. ID#: 26-2135488

SCAC Code: ARQL

Website: www.ari-logistics.com E-mail: info@ari-logistics.com

Phone: 205.939.4566 Fax: 205.939.4941

*A Minority Owned Business & Proud member of the
Transportation Intermediaries Association*





ACCOUNTS RECEIVABLE

Phone: 205-939-4566 x401 Fax: 205-939-4941
E-mail: accounting@ari-logistics.com

ELECTRONIC INVOICING

In an effort to reduce paper work, you will be receiving your invoices and all necessary backup electronically the day the invoice is generated. Should you need hard copies mailed, please let us know.

PAYMENT OPTIONS

To make your experience working with ARI Logistics easier, we offer you several payment options: (all invoices are due within 30 days of delivery)

ACH TRANSACTIONS

Regions Bank
PO Box 11007
Birmingham, AL 35203
Phone: 205-264-5074

Routing Number: 062000019
Account Number: 0140119270
Account Name: ARI Logistics, LLC

PAPER CHECK

MAILING ADDRESS: ARI Logistics Dept. 1666 PO Box 11407 Birmingham, AL 35246-166

CREDIT CARD

Please call 205-939-4566 x 504 to get a copy of our Credit card form

PHYSICAL ADDRESS

(Please do not use this address to mail payments)

600 Century Park South Suite 200
Birmingham, AL 35226

Ph: 205.939.4566 Fax: 205.939.4941 E-Mail: info@ari-logistics.com



Application for credit

Company Name: _____

Physical Address: _____

City: _____ State: _____ Zip _____

Billing Address: _____

City: _____ State: _____ Zip _____

Phone: _____ Fax: _____

Sole Proprietorship _____ Partnership _____ Corporation _____

Date Established: _____ State of Incorporation: _____

FIN# or SS#: _____ DUNS Number _____

A/P Contact: _____ AP Phone: _____

A/P E-mail: _____

Do you require monthly statements: _____

Full names, addresses & phone numbers of owners or officers:

1. _____

2. _____

3. _____

Financial Information

Bank: _____ Contact: _____

Phone: _____ Fax: _____

Address: _____

City: _____ State: _____ Zip: _____

MAJOR TRANSPORTATION REFERENCE

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Credit Terms

Applicant understands that the terms for payment of transportation and all related charges are due and payable 30 days from date of invoice. Applicant understands that payment beyond 30 days are subject to a late penalty of 1.5% per month on the unpaid balance and may result in loss of open account privileges. Applicant certifies that information given herein is true and correct. Applicant agrees to pay reasonable attorney fees, court cost and or collection agency fees incurred in the collection of this account. Applicant hereby authorizes ARI Logistics, Inc. to contact the above bank and references for the purpose of verifying credit, to make other investigations to determine a credit limit, and to report to proper persons and bureaus applicants' performance by this agreement. Applicant understands their account will be COD (Cash on delivery) until credit verification is complete. We certify that the person whose signature appears below is duly authorized to execute this document on behalf of the applicant.

Company: _____ Date: _____

Print Name: _____ Title: _____

Signature: _____



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

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

SERVICE DATE
April 10, 2008

LICENSE
MC-640557-B
ARI LOGISTICS LLC
HANCEVILLE, AL

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 cursive script that reads "Kathy A. Weiner".

Kathy Weiner, Chief
Information Systems Division

BPO

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 22512

Approved by OMB

2126-0017

License No.

MC- 640557

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 ARI Logistics LLC

(Broker)

of 40 County Road 517 Hanceville, AL 35077
(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 4 day of April, 2008, 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 4 day of April, 2008.

TRUSTOR

TRUSTEE

Name ARI Logistics LLC

Name PACIFIC FINANCIAL ASSOCIATION, INC.

Address 40 County Road 517
Hanceville, AL 35077

Address 12707 High Bluff #200
San Diego, CA. 92130

Telephone No. (256)352-2689

Telephone No. (800)595-2615

By Troy Pritchett
Troy Pritchett
Member

By J.P. Larson
J.P. Larson
President

Witness Shannon James
(Signature and Title)

Witness Candy Brown
(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



South Region Minority Supplier Development Council

THIS CERTIFIES THAT

Action Resources, Inc.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc.® (NMSDC®) and as adopted by the South Region Minority Supplier Development Council

**NAICS Code(s): 484230 ; 488510 ; 562112 ; 522910

***Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/28/2011

Issued Date

AL00311

Certificate Number

02/28/2012

Expiration Date

George Perdue, Jr., President, SRMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>.



An affiliate of the National Minority Supplier Development Council, Inc.® (NMSDC®)

NMSDC®