



Thank you for taking care of our freight. Please submit invoices to:
logistics@online-consulting-group.com

20333 State Highway 249, Suite 200
Houston, TX 77070

Operations and dispatch: 281-660-4334
Accounts Payable 313-437-0751

MC 790160
USDOT 2319274

Established in 2012, please see our credit references

TRIUMPH BUSINESS CAPITAL 866-414-9600

RIVIERA FINANCE 713-960-8110

E-CAPITAL 866-213-7891

RTS FINANCIAL 877-721-9654

FLASH FUNDING 713-694-5920

LOVE'S SOLUTIONS 855-495-5683

TRUCKSTOP FACTORING 855-495-5683

OCG LOGISTICS, INC.
MASTER BROKER / MOTOR CARRIER AGREEMENT

This agreement ("Agreement"), by and between Online Consulting Group, DBA OCG Logistics, Inc. ("OCG"), in its capacity as a broker arranging for motor carrier transportation of property, and the entity identified in the signature space below, ("Carrier"), _____ MC# _____

provides as follows:

1. CARRIER SERVICES

In the course of its overall business as broker, OCG arranges for the transportation of freight and products owned or controlled by customers (singly or collectively, "Customers"). OCG has authority and agrees to tender to Carrier for transportation, and Carrier shall transport in a timely manner, shipments of such products ("Carrier Services") pursuant to this Agreement.

2. SCOPE OF SERVICES

2.1 Description of Carrier Services The scope of Carrier Services, commodity types to be transported, and requirements for Carrier Services hereunder, including any unique requirements which may vary from the terms of this Master part of the Agreement for each shipment awarded to Carrier by OCG are incorporated into a series of Rate Confirmation Sheets ("Rate Confirmation Sheets"), the form of which is attached to this Master Agreement as Exhibit A. The Rate Confirmation Sheets will be issued by OCG and must be approved in writing and authorized representatives of both OCG and Carrier. Carrier's written acceptance or commencement of any work or service under this Master Agreement or any Rate Confirmation Sheet constitutes Carrier's acceptance of these terms. Except as otherwise provided herein, any reference to this Agreement shall be deemed to include the Rate Confirmation Sheets and other Exhibits thereto, and any governing publications or schedules expressly incorporated therein.

2.2 Brokers / Subcontractors Carrier shall not tender any shipment or other Carrier Service hereunder to broker or third party logistics company for purposes of arranging delivery of shipments tendered to Carrier under this Agreement. Carrier shall not subcontract any Carrier Services to third party carriers without giving prior written notice to OCG and obtaining from an authorized representative OCG's written consent to use any such subcontractor. Any such tendering of shipments or subcontracting shall not affect Carrier's responsibilities or liabilities to OCG under this Agreement. Carrier is and all times shall remain primarily liable to OCG and OCG's Customers for each and every shipment made under this Agreement. As among OCG, OCG's Customers and Carrier, all costs of rendering the Carrier Services (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be borne solely and exclusively by Carrier. Carrier shall defend (including payment of reasonable attorney's fees and costs), indemnify and hold harmless OCG and its Customers from and against any claims for direct or duplicate

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payments claimed to be due to any contractor used or engaged by Carrier. The prohibition against subcontracting does not apply to person or entity leasing motor vehicle equipment to Carrier pursuant to the provision of 49 C.F.R. Part 376. Carrier shall indemnify, defend and hold harmless OCG and OCG's Customers from and against any claim, action, demand or damages, including reasonable attorney fees and costs, incurred by OCG or OCG's Customers, related in any manner to and resulting from the use by Carrier of any contractor.

- 2.3 Non exclusivity of Carrier Services Neither Party intends to give the other Party any exclusive rights or privileges under this Agreement. Except as otherwise provided in this Agreement, either party may contract with or otherwise provide service to any other motor carrier, broker, other intermediary or shipper.

3. RATES, CHARGES, TERMS AND CONDITIONS FOR SERVICES

- 3.1 Rates and Charges As full and complete payment, OCG will compensate Carrier at the rates and charges, including any accessorial charges or surcharges, set forth in the Rate Confirmation Sheet, and such amounts shall be the sole and exclusive compensation for rendering the Carrier Services. No shipment tendered by OCG to Carrier shall be subject to rates or charges or other terms and conditions set forth in any tariff, rate schedule, service guide, or shipment tendered by OCG to Carrier shall be subject to rates or charges or other terms and conditions set forth in any tariff, rate schedule, service guide or the equivalent type of publication maintained by Carrier, unless those rates and charges or other terms are expressly set forth in the Rate Confirmation Sheet. The Rate Confirmation Sheets shall also set forth any miscellaneous terms, conditions and business rules for specific Carrier Services (if applicable).
- 3.2 Invoicing and Payment Invoicing procedures, including electronic invoicing, shall be set forth in the Rate Confirmation Sheet. The following invoicing and payment terms and procedures shall apply to all Carrier Services:
- (a) Carrier shall present complete and correct invoices to OCG for Carrier Services within ten (10) days of the delivery of the entire shipment at destination. Invoices presented later than ninety (90) days from the date of delivery of the entire shipment, or the date by which the shipment should have delivered, will not be accepted or paid by OCG, and Carrier waives any claim or right to payment relative to any invoices not submitted in accordance with this provision.
 - (b) OCG shall remit payment of invoices within thirty (30) business days of receipt of a proper invoice, and required accompanying paperwork.
 - (c) Carrier waives any lien right(s) it might otherwise acquire by law or otherwise relative to any shipment of product for all sums due and payable to Carrier hereunder, whether for prior or current shipments.
 - (d) Carrier agrees and acknowledges that only OCG, and not any of OCG's Customers, is obligated to pay Carrier for any freight charges in accordance with this Agreement. Carrier's only recourse for payment of freight charges hereunder is to OCG and not to any OCG Customer. Except as otherwise provided herein, Carrier waives any and all claims, including any lien rights, Carrier may have against any OCG Customer or their consignors or consignees for payment of freight charges. To the extent that OCG Customer becomes bankrupt or subject to

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similar creditor remedies under applicable law and at such time the Customer owes charges to OCG, some of which may relate to Carrier Services, then Carrier agrees that OCG shall be obligated to pay Carrier only when and in such amount that OCG receives as payment from the Customer for such Carrier Services, or OCG may, in its sole discretion, assign any claim OCG may have against the Customer to Carrier for Carrier's own purposes, and in either case, such payment or assignment shall constitute full settlement of any claim Carrier may have against OCG for payment of outstanding invoices otherwise related to Carrier Services for such Customer.

- 3.3 Pricing Disputes If Carrier alleges underpayment of applicable freight rates and charges by OCG, or if OCG alleges overcharges, overcollection or receipt of duplicate payments by Carrier, notice of any such claim by one party to the other must be given in writing within ninety (90) days after delivery or the first attempted delivery by Carrier of the shipment(s) relating to such overcharges / underpayment. The party receiving any such over or undercharge claim, as the case may be, shall process it in accordance with 49 C.F.R. Part 378 as of the Effective Date of this Agreement. Any civil action or arbitration proceeding with respect to such claim shall be within twelve (12) months after delivery or the first attempted delivery of the involved shipment(s) by Carrier.

4. TERM AND TERMINATION

Term The term of this Agreement shall be for a period of one (1) year beginning on the date first set forth above shall automatically renew for successive one year term. Notwithstanding the foregoing, either party may terminate this Agreement, without cause, upon thirty (30) days' written notice from the terminating Party to the non-terminating Party.

5. LEGAL STATUS OF PARTIES AND SERVICES

5.1 Representations Carrier represents and warrants that it is duly registered with the Federal Motor Carrier Safety Administration ("FMCSA") as a motor carrier of property in interstate and foreign commerce pursuant to 49 U.S.C. § 13902. Carrier shall render all Carrier Services in a competent and professional manner, and in accordance with all applicable federal and state laws and regulations of the jurisdiction(s) within which the Carrier Services are rendered. OCG represents and warrants that it has full authority to tender goods for Carrier Services under this Agreement.

5.2 Contract Carriage All Carrier Services performed by Carrier pursuant to this Agreement shall be as motor carrier of property in interstate or foreign commerce and shall be rendered as contract carriage within the meaning of 49 U.S.C. §§ 13102(4)(B) and 14101(b). OCG and Carrier hereby expressly waive all provisions of Chapters 137 and 147 and any other provisions of Subtitle IV, Part B of Title 49, United States Code, to the extent that such provisions are in conflict with express provisions of this Agreement. The Parties do not, however, waive the provisions of that subtitle relating to registration, insurance, or safety fitness.

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5.3 Relationship of Parties. The relationship of Carrier to OCG is that of an independent contractor. By this Agreement, the Parties do not intend to provide for division of profits between Carrier, OCG and / or any OCG Customer, or to create any joint venture between Carrier, OCG and / or any OCG Customer, or otherwise to create a *de facto* or *de jure* joint enterprise or partnership between Carrier, OCG and / or any OCG Customer. Under no circumstances shall employees or agents of Carrier be deemed employees or agents of OCG or any OCG Customer, nor shall OCG or OCG Customer be liable for any wages, fees, payrolls taxes, assessments or other expense relating to employees or agents of Carrier.

6. FREIGHT DOCUMENTATION

The terms of this Agreement, including the Rate Confirmation Sheets and any other Exhibits thereto, shall apply to all shipments tendered to Carrier within the scope of this Agreement and shall take precedence over any conflicting terms contained in any bill of lading, receipt or other transportation document (Shipment Document) issued for any shipment tendered by OCG to Carrier within the scope of the Carrier Services. Except as otherwise permitted in the Rate Confirmation Sheets, the Shipment Document shall show OCG as the bill to Party for freight charges, shall not show OCG as the shipper, consignee, consignor or motor carrier, and shall not show any entity other than Carrier as the carrier.

7. CARRIER'S TRANSPORTATION OBLIGATIONS AND COVENANTS

During the Term of this Agreement, Carrier covenants, represents and warrants that all times Carrier and / or Carrier's contractors shall:

- (a) Provide to OCG Customers at each point of origin, as designated by OCG, such equipment, including tractor units and trailers ("the motor vehicle equipment"), consistent for such purposes, in good and safe operating condition to transport Customers' goods hereunder.
- (b) Provide the transportation services herein promptly, efficiently, and safely with reasonable dispatch so as to meet OCG's delivery schedules, including those shipments designated as "hot" or "expedited" whereby OCG has timely notified Carrier of the need for expedited delivery and, after such notice, Carrier elects to transport such equipment for delivery as requested.
- (c) Provide duly and lawfully qualified personnel to operate the vehicles and perform the transportation services as required under this Agreement.
- (d) Ensure that all motor vehicles, including trailers, used to transport product hereunder are in good and suitable operating condition so as to avoid any loss of or damage to product in loading and unloading or while in transit. Carrier agrees that all trailer equipment shall be clean, dry, leakproof and not contaminated and will not have been used previously to transport garbage, or solid or liquid waste or any other articles, whether hazardous or non-hazardous, which might taint or otherwise contaminate Customers' goods. Carrier shall inspect all such motor

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vehicle equipment to ensure that the motor vehicle equipment conforms to the mandates of these provisions.

- (e) Carrier will take all necessary and proper precautions and actions to protect each shipment, and the products included therein, from theft, vandalism or other criminal activity.

8. INSURANCE

8.1 Carrier shall obtain and maintain in effect during the term of this Agreement the following types of insurance in at least the minimum amounts set forth below. All such insurance will be written on a primary basis and be required to respond and pay prior to any available coverage:

- (a) Cargo Liability insurance with limits of liability not less than One Hundred Thousands Dollars (\$100,000) per occurrence or in such greater amount as may be required by regulatory bodies having jurisdiction;
- (b) Commercial Automobile Liability insurance with the limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence, or in such greater amount as may be required by regulatory bodies having jurisdictions;
- (c) Worker's Compensation coverage as required by statute and Employer's Liability insurance with the limits of liability not less than One Million Dollars (\$1,000, 000) per person / per accident / per occupational disease, or as required by law in the jurisdiction in which the Carrier resides;
- (d) Commercial General Liability Insurance written on a current ISO standard form or its equivalent providing extended coverage including but not limited to, blanket contractual liability; personal injury and advertising liability; fire legal liability, broad form property damage liability, including completed operations; additional persons insured (employees); and extended bodily coverage; with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence; and,
- (e) Any other insurance required by the DOT, or any other governmental agency whose rules and regulations may apply to the Carrier's performance of services under this Agreement.

8.2 Carrier shall furnish OCG with a certificate of insurance to OCG evidencing that the coverage required in this Section 8 is in effect. Such certificate shall reflect that the policies described under (a), (b), (d) and (e) above have been endorsed to name OCG as an additional insured, and that such policies shall provide OCG with at least thirty (30) days' notice prior to cancellation, material change, or non renewal. Carrier shall cause its insurance carrier to provide OCG with a waiver of the insurer's rights of subrogation against OCG with regard to the coverages stated in paragraph 8.1 above. All insurance as required in this paragraph shall be maintained with reliable insurance companies having a Best rating of A-VII or better.

8.3 Failure of OCG to demand a certificate of insurance or failure of OCG to identify a deficiency in the Carrier's certificate of insurance shall not be construed as a waiver of Carrier's obligation to maintain such insurance. It is expressly understood that OCG does not represent that the coverage and limits of the insurance set forth herein will necessarily be adequate to protect the Carrier, and

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such coverage and limits shall not be deemed a limitation on Carrier's liability under the indemnity provisions in favor of OCG under this Agreement.

- 8.4 Carrier shall ensure that the activities and operations of all owner/operators or subcontracted carriers utilized by Carrier in the performance of this Agreement are covered by the same limits of insurance provided herein and that such contractors will comply with the insurance requirements of Carrier in favor of OCG as set forth in this Section 8.
- 8.5 If Carrier is authorized to be self-insured, it will not be required to comply with the specific coverage requirements described above. However, Carrier shall provide OCG with evidence of and the terms and conditions under which such authorization was received. Carrier shall give OCG written notice, as early as possible, of termination or possible termination or material modification of its self-insured liability coverages or the terms and conditions under which the authorization was received. In the event Carrier's self-insurance is terminated, Carrier agrees to and shall immediately comply with the provisions of Paragraph 8.1, 8.2 and 8.3.

9. CARRIER'S LIABILITY FOR LOSS OR DAMAGE

9.1 Notwithstanding Section 5.2 hereof, except as otherwise specifically provided in a Rate Confirmation Sheet shall be liable to OCG and /or its Customers for loss or damage to any product shipped hereunder ("Freight Claim") equal to the full value thereof and in accordance with the provisions of 49 U.S.C.A § 14706. The term "full value" shall mean and be calculated on the basis of the retail price of product at the time of shipment, (without limitation of any kind or nature) together with transportation charges applicable to the kind and quantity of product so lost or damaged. Carrier agrees and acknowledges that the shipment hereunder is and shall be subject to any limit on the amount of Carrier's liability for any Freight Claim hereunder, except as provided herein. To the extent that Carrier, or anyone acting on behalf of Carrier, asserts any such limitation, Carrier waives and shall be estopped from asserting any such limitation contrary to the terms of this provision.

9.2 Freight Claims shall be filed in writing by OCG and/or its Customer to Carrier within (9) months from the date of delivery of shipment, or, in the case of nondelivery, within (9) months from the date the shipment should have been delivered. All Freight Claims shall be paid, declined or resolved within (60) days of the date received by Carrier. Carrier shall provide OCG with written acknowledgment of the Freight Claim within fifteen (15) days of the receipt of the claim.

Notwithstanding the foregoing, if any Freight Claim submitted to Carrier is acknowledged by Carrier to be due OCG and /or its Customer and is not paid within thirty (30) days of Carrier's acknowledgment to OCG, then OCG may, at its sole discretion, offset any such amount against any amount otherwise due to Carrier and may terminate Agreement by giving written notice of such action to Carrier. Any such termination shall be effective on the date the Carrier receives notice from OCG.

10. CUSTOMS AND SECURITY REQUIREMENTS

Carrier shall be responsible for ensuring compliance with all customs and security laws that are applicable to the Transportation Services either domestically in the

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United States, Canada or Mexico if within the scope of the Carrier Specific Addendum or for import or export to or from the United States, Canada or Mexico.

11. INDEMNIFICATION; NO CONSEQUENTIAL DAMAGES

11.1 Except as otherwise provided below, Carrier shall protect, defend, hold harmless and indemnify OCG and/or any OCG Customer and their respective directors, officers, employees, and agents (hereinafter referred to as "Indemnatee") from and against:

- (a) Any and all claims made against any Indemnatee by or on behalf of Carrier's employees, agents or subcontractors for wages or salary, as well as any other compensation or payments, including overtime resulting or claimed to have resulted, in whole or in part, from services provided to the Carrier by any of Carrier's agents or contractors hereunder; and/or,
- (b) Any and all penalties for fines of any nature and character (except those penalties or fines which are caused solely by OCG's Customers) which may be sought to be enforced against an Indemnatee by reason of an alleged violation by Carrier, as well as Carrier's agent or contractor, of any federal, state, or municipal law, rule or regulation related to Carrier's transportation services; and/or,
- (c) All claims, demands, actions or causes of actions which may at any time be brought against any Indemnatee because of death or injury to persons, including Carrier's employees, agents or contractors, or damage to property (except with respect to cargo loss or damage under Section 9 hereof) which, may arise from or in connection with : (1) the maintenance, use or operation (including loading and unloading by Carrier, Carrier's agents or contractors or any motor vehicle or allied equipment in performance of services under this Agreement; and/or, (2) any and all acts or omissions of Carrier, its agents, employees or contractors in providing the transportation services to be provided under this Agreement; and/or,
- (d) Any and all other claims made by or on behalf of an OCG Customer against any other Indemnatee, if such claim arises from the transportation services provided by Carrier, Carrier's agents or contractors under this Agreement.
- (e) Any obligation to indemnify hereunder shall include any and all costs, expenses and reasonable attorneys' fees incurred or payable by any Indemnatee in settling such claims or penalties or fines or in investigating or defending against same.
- (f) Notwithstanding any provision in this Agreement stating or implying to the contrary, Carrier shall not be obligated to indemnify or to hold harmless any Indemnatee hereunder to the extent that any such penalty, fine, claim, action, and/or cause of action contemplated by this Section 11 results from, arises out of, or is in any manner proximately caused by the sole negligence of such Indemnatee.

11.2 Except as otherwise specifically provided in this Agreement or Rate Confirmation Sheet and any Exhibits thereto, neither Party shall be liable to the other for any indirect, consequential, special and/or punitive damages (such as, but not limited to, loss or profits, loss of market, loss of customer goodwill, or punitive or exemplary damages), regardless of whether the claim for such damages sounds in contract, tort, breach of warranty, consumer fraud, or otherwise.

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12. FORCE MAJEURE

If either OCG or Carrier is prevented from or delayed in performing any of its obligations under this Agreement by reasons of statutes, regulations or orders of a government entity (including actions taken by a court or by law enforcement official), or because of war, terrorism, acts of Gods, labor disturbances, civil unrest, or any cause beyond the reasonable control of such Party, that Party shall not be liable to the other Party for damages by reason of any delay or suspension of performance resulting from such legal restraints or force majeure. The Party invoking this Article, however, shall furnish the other Party with written notice of same no more than two business days after the onset of the conditions delaying or preventing performance.

13. CONFIDENTIALITY; BACK-SOLICITATION

Except to the extent required by law, neither Party shall disclose to third-parties (other than to (i) any Affiliate Company (as hereinafter defined) or (ii) to freight bill auditors, prospective capital providers, and outside professionals if such parties agree to similar confidentiality terms) either the terms of this Agreement or any confidential or proprietary information either Party learns about the other in the course of performing Carrier Services under this Agreement, including but not limited to software, business methods, customer lists, or the rates, valuation, origin, destination and consignee identity for any shipment within the scope of the Carrier Services. Carrier acknowledges that in the course of performing this Agreement, Carrier will have access to valuable information regarding OCG's Customers. Carrier shall not, directly or indirectly, solicit Carrier Services, Unique Services or other transportation services during this Agreement, or for three (3) years thereafter, from any OCG customer for whom Carrier provided such services pursuant to this Agreement and within the scope of the Customer Specific Addendum.

14. MISCELLANEOUS

14.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United States where applicable, and otherwise, with the laws of the State of Michigan. The parties hereby submit to jurisdiction and venue in the United States Federal District Court as applicable depending upon jurisdiction, the Superior Court and for the county of Macomb, State of Michigan.

14.2 Notices. Any Notice required or permitted under this Agreement shall be deemed sufficient if sent prepaid first-class mail, by a nationally recognized overnight courier, or by facsimile transmission, if such Notice is sent to the address or fax number of, and marked to the attention of the individual identified in the signatory provision of this Agreement as the Designated Notice Representative(s). Notices shall be considered to have been received by the addressee Party on the third business day after mailing, on the first day after deposit with an overnight courier, or on the day a facsimile is transmitted if the sending machine produces written confirmation of a successful transmission.

14.3 Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding of the Parties with regard to its subject matter. No prior

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understandings or agreements of the Parties, whether written or oral, nor any documents not specifically incorporated into this Agreement, nor any course of conduct of the Parties, before or after the Effective Date of this Agreement, shall have the effect of modifying the Parties' rights and obligations under this Agreement in any way. No amendment to this Agreement shall be valid unless it is set forth in writing, specifies the sections, paragraphs and/or Exhibits or Addendum being amended, specifies an effective date for the amendments, and is signed by an authorized representative of each of the Parties.

14.5 Ownership of Documents and Software. All documents, reports, memoranda, drawings, specifications, photographs and other tangible information (hereafter, "Documents") provided by each Party to the other shall remain the valuable property of the Party providing such Documents. Each Party shall have rights to all software and software products solely developed and owned by them, including that software developed to facilitate the services hereunder. To the extent necessary for the services hereunder, OCG and Carrier grant each other a limited, non compensatory license in and for use of such software for purposes of this Agreement; which license shall terminate upon this termination of this Agreement for any reason hereunder. Neither Party shall have any right, title or interest in any trademarks or tradenames or other intellectual property (the "Intellectual Property") owned, used or claimed now or in the future by either of them. Neither Party shall advertise to any third-party the existence of the Agreement without the prior written consent of the other.

14.6 Severability: To the extent that any provision of this Agreement may be held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall become ineffective as to all matters within the jurisdiction of that court. The court's ruling shall not be treated as affecting the validity or enforceability of any other provision of this Agreement, nor as affecting the validity of enforceability of any part of this Agreement in other jurisdictions.

14.7 Waiver. Neither the failure of a Party to exercise any rights, power or privilege under this Agreement, nor its delay in any such exercise, shall operate as a waiver of that right, power or privilege. No such waiver shall be binding on either Party unless it is in writing and signed by a Designated Notice Representative of the Party against which the waiver is asserted. No such waiver on one occasion shall preclude subsequent full enforcement of a Party's rights, powers and privileges under this Agreement or at law or in equity.

Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, both Parties as well as their respective successors and permitted assigns. Assignment of this Agreement by either Party requires prior notice to and written consent of the other Party, except that either Party may assign and transfer this agreement and rights and obligations hereunder to any parent company, or to a wholly owned subsidiary of its parent company whether such ownership be direct or indirect through intermediate corporations ("Affiliate Company"), provided such Affiliate Company agrees in writing to comply with all terms and conditions of this Agreement. The effective date of this Agreement is.....

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DATE

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WHEREFORE, the Parties have executed this instrument as their legally binding agreement as of the Effective Date first written above.

OCG LOGISTICS, INC.

By:

Printed Name:.....

CARRIER

Signature

Printed Name:.....

MC.....

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FMCSA Motor Carrier

USDOT Number: 2319274

Docket Number: MC790160

Legal Name: ONLINE CONSULTING GROUP, INC.

DBA (Doing-Business-As) Name OCG LOGISTICS



Addresses

Business Address: 35828 CONNECTICUT DR.
STERLING HEIGHTS, MI 48310

Business Phone: (313) 437-0751 Business Fax:

Mail Address:

Mail Phone:

Mail Fax:

Undeliverable Mail: NO

Authorities

Common Authority: NONE
Contract Authority: NONE
Broker Authority: ACTIVE
Property: YES
Private: NO

Application Pending: NO
Application Pending: NO
Application Pending: NO
Passenger: NO
Enterprise: NO

Household Goods: NO

Insurance Requirements:

BIPD Exempt: NO BIPD Waiver: NO BIPD Required: \$0 BIPD on File: \$0
Cargo Exempt: NO Cargo Required: NO Cargo on File: NO
BOC-3: YES Bond Required: YES Bond on File: YES
Blanket Company: INTERSTATE AUTHORITY LLC

Comments:

Active/Pending Insurance:

Form: 85	Type: TRUST FUND	Posted Date: 06/18/2012
Policy/Surety Number: NONE	Coverage From: \$0	To: \$10,000*
Effective Date: 06/18/2012	Cancellation Date:	

Insurance Carrier: PACIFIC FINANCIAL ASSOCIATION, INC.
Attn: CLAIMS DEPARTMENT
Address: 12707 HIGH BLUFF DR. ST. 220
SAN DIEGO, CA 92130 US
Telephone: (800) 595 - 2615 Fax: (623) 209 - 2610

Note:

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance, \$10,000 for bond/trust fund for property brokers, and \$25,000 for bond/trust fund for household good brokers). The carrier may actually have higher levels of coverage.

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FMCSA Motor Carrier

USDOT Number: 2319274

Docket Number: MC790160

Legal Name: ONLINE CONSULTING GROUP, INC.

DBA (Doing-Business-As) Name OCG LOGISTICS



Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Rejected:			
Received:					
Rejected Reason:					

Insurance History:

Form:	Type:	Coverage From	\$0	To:	\$0
Policy/Surety Number:		To:	Disposition:		
Effective Date From:					

Authority History:

Sub No.	Authority Type	Original Action	Disposition Action
	PROPERTY BROKER	GRANTED	06/29/2012

Pending Application:

Authority Type	Filed	Status	Insurance	BOC-3

Revocation History:

Authority Type	1st Serve Date	2nd Serve Date	Reason

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U.S. DEPARTMENT
OF TRANSPORTATION

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.

Form BMC-35

FMCSA FILBR

ACCOUNT NO. 22412

Approved by OMB

2126-0017

License No.

MC-790160

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 Online Consulting Group, Inc. D/B/A OCG Logistics

(Broker)

of 35828 Connecticut Dr. Sterling Heights, MI 48310

(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 either a Property Broker or a Household Goods 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 (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 a either a licensed Property Broker or a licensed Household Goods 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 Trustor 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 Trustor, 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) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, 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. Trustor shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00) for a Property Broker or Twenty Five Thousand Dollars (\$25,000.00) for a Household Goods broker, directly to a shipper or motor carrier any sum or sums which Trustor, 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) for Property Brokers or less than Twenty Five Thousand Dollars (\$25,000.00) for Household Goods Brokers, Trustor shall, within thirty (30) days, replenish the

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OR 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 to no extent 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 on 18 day of June, 2012, 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 heretofore 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 18 day of June, 2012.

TRUSTOR

Name Online Consulting Group, Inc. DBA OCG
Logistics
Address 35828 Connections Dr.
Sterling Heights, MI 48316
Telephone No. (313)437-0731
By _____
Witness _____
(Signature and Title)

TRUSTEE

Name PACIFIC FINANCIAL ASSOCIATION, INC.
Address 12707 High Bluff #200
San Diego, CA 92130
Telephone No. (800)595-2615
By [Signature]
David I. Larson
President
Witness [Signature]
(Signature and Title)

Only financial institutions as defined under 49 CFR 387.307(e) 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

(14)

**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)
ONLINE CONSULTING GROUP INC.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

35322 CONNECTICUT DR.

City, state, and ZIP code

STERLING HEIGHTS MI 48310

Requester's name and address (optional)

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 disregarded entities, 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

38-3738332

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 ▶

[Signature]

Date ▶ **02/18/2007**

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.

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