A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor to the requirement 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 established to be approximately 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 Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, DC 20590

Form BMC-85

Approved by OMB
2126-0017
Expires: 05/31/2012

FMCSA FILER
ACCOUNT NO. 25535

License No.

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 **MOE-MENTUM TRANSPORTATION, INC.**
(Broker)

of **77 ACCESS ROAD #3** **NORWOOD, MASSACHUSETTS** **02062**
(Street) (City) (State) (Zip Code)

as TRUSTOR (herein called Trustor), and **U.S. BANK, N.A.** .
(Name of Trustee)

a financial institution created and existing under the laws of the **United States of America** .
(State or District of Columbia)

as Trustee (herein after called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, 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 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 transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements ,or arrangements therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with49 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 Trust or 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 are set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, 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. The parties hereto 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 su m or sums which Trustee, in good faith, determines that the Trust or 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 down 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 ($10,00.00) 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 AgreementandofanyfailurebyTrustortoreplenishthetrustfundasrequired 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 the 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 of the State of Pennsylvania\ to the extent no inconsistent with the rules and of the regulations of the FMCSA.

13. This trust fund agreement is effective the 12th day of December, 2011 12:01 AM Standard Time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

14. Trustee shall not be liable for payments of any of the damages herein before described which arise as the result of any contracts, agreements, undertakings or arrangements made by the Trust or 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 Trust or for the supplying of transportation prior to the date of such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the **12th** day of **December 2011**

TRUSTOR

Company Name: **MOE-MENTUM TRANSPORTATION, INC.**
77 Access Road #3
Address: **Norwood, MA 02062**
Phone/Fax: **(781) 762-1966 / (781) 702-6792**

STEPHEN MYERS
(Print Name)

Stephen Myers
(Signature and Title) President

Witness

ELSIMETA
Pubic, Commonwealth of Massachusetts
My Commission Expires June 23, 2017

TRUSTEE

Name of Institution: c/o TIA Services, Inc.
Mail: P.O. Box 81860, Las Vegas, NV 89180
Physical: 2650 Lake Sahara Dr. #200
Phone: (888) 231-4453

(Print Name)

(Signature and Title)

Witness

David P Carney, Trust Administrator
Only financial institutions may qualify to act a Trustee, Trustee, by the above signature, certifies that its is a financial institution and has legal authority to assume the obligations ofTrustee 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 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_______, ____ 12:01A.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

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR