

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.



Trust Fund Agreement Account Number: 24389-00

Broker's or Freight Forwarder's Trust Fund Agreement under 49 U.S.C. 13906 or Notice of Cancellation of the Agreement

FORM BMC-85

KNOW ALL MEN BY THESE PRESENTS, that we, JYVA UNITED INCORPORATED (Name of Broker or Freight Forwarder) of 634 EAST 36TH STREET (Street) SAVANNAH (City) Georgia (State) 31401 (Zip) as TRUSTOR (hereinafter called Trustor), and LIBERTY NATIONAL FINANCIAL CORP (Name of Trustee) a financial institution created and existing under the laws of the State of Oklahoma (State) 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 Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as either a licensed Broker or a licensed Freight Forwarder of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

- 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 Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, to be held in trust under the terms and conditions set forth herein.
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 Seventy Five Thousand Dollars (\$75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand

- Dollars (\$75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars (\$75,000) Brokers or Freight Forwarders.
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
  9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.
  10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
  11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
  12. This agreement shall be governed by the laws in the State of Oklahoma, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 23rd day of October, 2017, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 23rd day of October, 2017.

**TRUSTOR**

JYVA UNITED INCORPORATED  
 COMPANY NAME  
634 EAST 36TH STREET SAVANNAH  
 STREET ADDRESS CITY  
Georgia 31401 (912) 484-1201  
 STATE ZIP CODE TELEPHONE NUMBER  
D'ANGELO R. HOLSEY

(type or print Principal officer's name and title)

X [Signature]  
 (Principal officer's signature)

X Chafira D Green  
 (type or print witness's name)

X [Signature]  
 (witness's signature)

**TRUSTEE**

LIBERTY NATIONAL FINANCIAL CORP  
 COMPANY NAME  
PO BOX 6089 NORMAN  
 STREET ADDRESS CITY  
Oklahoma 73070 (405) 321-5310  
 STATE ZIP CODE TELEPHONE NUMBER  
CYNTHIA MARTINIAN

(type or print Principal officer's name and title)

[Signature]  
 (Principal officer's signature)

SUDHA GARIMELLA  
 (type or print witness's name)

[Signature]  
 (witness's signature)

**NOTICE OF CANCELLATION**

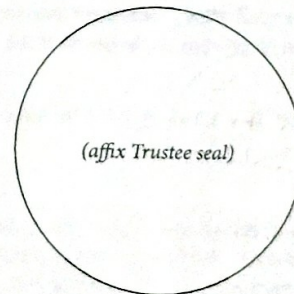
This is to advise that the above Trust Fund Agreement executed on the 23rd day of October, 2017 is hereby cancelled as security in compliance with the FMCSA security requirements under 49 U.S.C.

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

Only financial institutions as defined under 49 CFR 387.307(c) may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.



Filings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.

**CONTRACT FOR PROPERTY BROKER'S AGREEMENT**

This Agreement ("Agreement") dated the 23rd day of October, 2017, by and between LIBERTY NATIONAL FINANCIAL CORP., an Oklahoma corporation, with its principal place of business at 800 W Rock Creek Road Suite 107, Norman, Oklahoma 73069 (hereinafter referred to as "Liberty") and JYVA UNITED INCORPORATED having a delivery address of 634 EAST 36TH SAVANNAH Georgia 31401 (hereinafter referred to as "Property Broker"):

WITNESSETH:

**RECITATIONS**

WHEREAS, Liberty is a financial institution in accord with the provisions of 49 CFR 387.307; and  
WHEREAS, Property Broker is subject to regulation by the Federal Motor Carrier Safety Administration under Docket No. MC 689965; and  
WHEREAS, pursuant to the cited regulations, Property Broker is required to execute a BMC-85 Property Broker's Trust Fund Agreement (hereinafter referred to as the BMC-85) for the protection of motor carriers and shippers of freight; and  
WHEREAS, Liberty is willing to assist Property Broker in securing a BMC-85 and be the deposit vehicle for security deposited by Property Broker and maintain the custody thereof; and  
WHEREAS, Property Broker, as a current or prospective federally licensed transportation broker of property, seeks a method of securing a BMC-85 through the assistance of Liberty; and  
WHEREAS, Liberty is willing to assist Property Broker by providing a manner of obtaining the collateral required; and  
WHEREAS, Liberty and Property Broker enter this Agreement as a means of acquiring the collateral stipulated in paragraph 4 of the underlying BMC-85 which collateral Liberty is obligated to hold and guarantee to remain in liquid state as required by statute; and  
WHEREAS, such collateral shall be in the following form (CHECK  ONE):

- Cash in the amount of Seventy-five Thousand dollars (\$75,000.00) payable within ten (10) days of the date of this Agreement, the evidence of receipt thereof in the form as set forth as Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein; and the Irrevocable Personal Guarantee Agreement required by paragraph 4 below, set forth as Exhibit "B" attached hereto and incorporated herein by reference as if fully set forth herein; and the Claims Procedure – Cash Payment form, set forth as Exhibit "C" attached hereto and incorporated herein by reference as if fully set forth herein, providing a per claim fee assessment of One Hundred Fifty dollars (\$150.00) for each claim.
- An Irrevocable Standby Letter of Credit in the amount of Seventy-five Thousand dollars (\$75,000.00) with Liberty as beneficiary with expiration date no earlier than thirteen (13) months from date of this Agreement in the form as set forth as Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein; and the Irrevocable Personal Guarantee Agreement required by paragraph 4 below, set forth as Exhibit "B" attached hereto and incorporated herein by reference as if fully set forth herein; and the Claims Procedure – Letter of Credit form set forth as Exhibit "C" attached hereto and incorporated herein by reference as if fully set forth herein, providing a per claim fee assessment of One Hundred Fifty dollars (\$150.00) for each claim.
- A Non-Installment Promissory Note in the amount of Seventy-five Thousand dollars (\$75,000.00) in the form as set forth as Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein, and the Irrevocable Personal Guarantee Agreement required by paragraph 4 below, set forth as Exhibit "B" attached hereto and incorporated herein by reference as if fully set forth herein; and the Claims Procedure – Non-Installment Promissory Note form set forth as Exhibit "C" attached hereto and incorporated herein by reference as if fully set forth herein, providing a per claim fee assessment of One Hundred Fifty dollars (\$150.00) for each claim.
- An Installment Promissory Note in the amount of Seventy-five Thousand dollars (\$75,000.00) payable at \$250.00 per month for 300 months, thus permitting incremental posting of the required security, in the form as set forth as Exhibit "A" attached hereto and incorporated herein by reference as if fully set forth herein, and the Irrevocable Personal Guarantee Agreement required by paragraph 4 below, set forth as Exhibit "B" attached hereto and incorporated herein by reference as if fully set forth herein; and the Claims Procedure – Installment Promissory Note form set forth as Exhibit "C" attached hereto and incorporated herein by reference as if fully set forth herein, providing a per claim fee assessment of One Hundred Fifty dollars (\$150.00) for each claim.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and adequate consideration, which is hereby acknowledged, the parties agree as follows:

**AGREEMENT**

- 1) Liberty shall charge and Property Broker agrees to pay a fee of \$1,150 for Liberty to process Property Broker's BMC-85 (required under 49 CFR 387.307) which of necessity requires Property Broker's signature thereon. This fee shall also include payment to Liberty for a limited number of (not more than ten (10)) routine inquiries and correspondence between Liberty and Property Broker's shippers concerning Property Broker's possession of a BMC-85 Trust Fund

## CONTRACT FOR PROPERTY BROKER'S AGREEMENT

- 2) Agreement. A fee of Three dollars (\$3.00) per call shall be charged thereafter. After one (1) year, a five percent (5%) annual fee based upon collateral posted shall be earned by Liberty for continued administration expense. During any period when the full security is not posted or the security in amount or character is not fully available to Liberty to invest and earn the lesser of Three Thousand Seven Hundred Fifty dollars (\$3,750.00) or the five percent (5%) annual fee to which Liberty is entitled by reason of providing the security required by this Agreement, Property Broker shall remit said fee to Liberty within ten (10) days of being invoiced for such fee by Liberty.
- 3) To offset the administrative expense of account closure, there shall be a \$250.00 cancellation fee imposed on Property Broker should Property Broker voluntarily cancel this agreement. However, Liberty retains the right to cancel this Agreement for any reason on thirty (30) days written notice to Property Broker with no cancellation fee imposed. The payment of cancellation fees and all other administrative fees and expenses herein is a condition precedent to Liberty's release of Property Broker's posted collateral.
- 4) Liberty also agrees to promptly forward all information regarding any claims made by Property Broker's shippers to Property Broker and agrees that prior to determining the liability of Property Broker, by the investigation of any claim made on the collateral for the Property Broker's Trust Agreement, that Liberty shall solicit Property Broker's explanation concerning any dispute or defense affecting Property Broker's rights under the Property Broker's Trust Agreement.
- 5) Liberty shall use its best efforts, subject to Liberty's statutory obligations, to determine if Property Broker has accepted liability or has been determined liable by court order or arbitration finding before accepting liability against Property Broker's collateral.
- 6) The parties agree that any depletion of the collateral because of Liberty's payment of a judgment or arbitration finding shall require Property Broker to replenish the collateral amount within one (1) business day to continue to provide sufficient liquid assets to create a collateral amount of Seventy-five Thousand dollars (\$75,000.00) as is BMC-85 required. Property Broker's principal shall execute the Irrevocable Personal Guaranty Agreement set forth as Exhibit "B" which is fully incorporated herein by reference as if fully set forth herein.
- 7) Property Broker agrees and acknowledges that replenishment of the collateral account is not waivable by Liberty and such replenishment is an absolute obligation of Property Broker to maintain the BMC-85 in force and Liberty shall be entitled to use its absolute discretion in cancelling such agreement in the event the collateral is not replenished within one (1) business day, whereafter, notice of cancellation shall be sent by certified and regular mail to the Property Broker's address set forth above.
- 8) Should Liberty make demand (either in person, telephonically, by fax, or by email) upon Property Broker for replenishment and Property Broker fail to replenish the collateral account within one (1) business day of said demand, Liberty shall cancel the BMC-85 and, after both parties satisfy all statutory and contractual obligations, deliver the collateral remaining in Liberty's possession to Property Broker. Subject to paragraph (9) below, no part of such fund shall be used by Liberty for its legal or administrative expenses without the written consent of Property Broker. Should Liberty cause reinstatement to be effected, a fee of One Hundred dollars (\$100.00) shall be collected for reinstatement within thirty (30) days. After thirty (30) days, the reinstatement fee shall be One Hundred dollars (\$100.00) plus Five dollars (\$5.00) per day thereafter until reinstatement is effected.
- 9) The parties agree that all sums due Trustee hereunder or in conjunction herewith shall be construed as paid upon physical delivery of negotiable checks, drafts, or money orders made out in such amounts in U.S. funds at the Trustee's corporate offices in Norman, Oklahoma, and that all overdue payments shall accrue interest at the rate of one percent (1%) per month, compounded monthly, until no balance remains outstanding. In accordance with the relevant provisions of paragraph 6 of the BMC-85 form clearly implying that federally mandated trusts restricted to indemnification of a narrow category of the public must survive bankruptcy, reflecting the fact that as a matter of federal law no such funds may be used to satisfy debts other than those owed to federally authorized motor carriers for transportation activities subject to economic (as opposed to safety) regulation by the Federal Motor Carrier Safety Administration (or owed to shippers using such services), any unsatisfied guarantees between Trustor and Trustee necessary to ensure federally mandated liquidity of the collateral involved up to the full Seventy-five Thousand Dollar (\$75,000.00) corpus of the trust facilitated hereby shall be construed as guarantees directly to the federal government acting as a collection agent for the motor carriers (or shippers) involved, such construction being consistent with the October 1998 amendments to the U. S. Bankruptcy Code establishing the non-dischargeability of such third party obligations.
- 10) The parties agree that Trustor shall compensate Trustee within thirty (30) days of being invoiced for all additional legal and administrative costs directly related to investigating and/or defending excessive numbers of or particularly time consuming individual claims, and that any failure by Trustor to cooperate fully with Trustee's investigation of any claims and/or Trustor's failure to compensate Trustee promptly for such additional legal and administrative costs shall be construed by both parties hereto as an admission that Trustor no longer contests such disputed claims, thereby leaving it to the absolute discretion of Trustee to pay any such claims up to the amount remaining in the trust and file a "Notice of

## CONTRACT FOR PROPERTY BROKER'S AGREEMENT

Cancellation" of the BMC-85 forthwith. Any additional legal and administrative costs occasioned by Trustor's failure to cooperate or compensate as set forth above shall be billed to Trustor at Liberty's rate per hour for Trustee's attorneys, Thirty dollars (\$50.00) per hour for Trustee's contract paralegals and investigators, and Twenty-dollars (\$20.00) per hour for Trustee's contract clerical staff, with all such services being provided by outside contractors, which arrangements shall entail no markup or other incentive to Trustee. Further, Trustor's satisfaction of these and all other legal and administrative debts to Trustee are a condition precedent to the return of BMC-85 trust funds to the Trustor upon expiration or cancellation of the BMC-85.

- 11) Where an Installment Promissory Note is chosen as the form of collateral security, on Property Broker's failure to make any monthly payment toward the collateral security according to the schedule set forth in the Note, Liberty may declare Property Broker to have defaulted on the terms of the Note, cancel the BMC-85, and retain, as liquidated damages, the balance of the funds paid toward the collateral security.
- 12) The parties agree that nothing herein or said or done in conjunction herewith shall be construed as modifying or contradicting any provision of the underlying BMC-85 between the parties facilitated hereby, and that the full text of that underlying agreement hereby is incorporated as an organic element of this supplementary agreement by this reference.
- 13) Should a court of competent jurisdiction determine any portion of this Agreement invalid, that portion of this Agreement not affected by such order shall be interpreted so as to give effect to the manifest intention of the parties hereto. Should any term, condition or phrase of this Agreement be held unenforceable, all remaining provisions shall remain in full force and effect.
- 14) In the event any action is ever brought to enforce the terms hereof, the parties agree that Trustee, as the prevailing party in such action, shall be entitled to the assessment by the Court of a reasonable attorney's fee to be paid (jointly and severally) by the Property Broker, its Principal(s), and Personal Guarantor(s).
- 15) This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. This Agreement shall be construed according to and governed by the laws of the State of Oklahoma. The parties select the District Court of Cleveland County, Oklahoma, or the United States District Court for the Western District of Oklahoma as the exclusive forum to enforce or dispute this Agreement.
- 16) This Agreement sets forth the entire agreement between the parties hereto with respect to the subject matter herein contained, and there are no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein. This Agreement cannot be amended, altered, modified, terminated or rescinded except by a writing executed by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CONTRACT FOR PROPERTY BROKER'S AGREEMENT

"LIBERTY"

"PROPERTY BROKER"

LIBERTY NATIONAL FINANCIAL CORP.

By: *Cynthia Martinian*

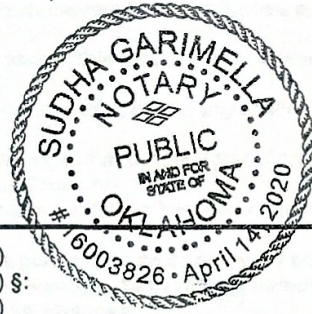
CYNTHIA MARTINIAN, Trust Administrator

*D'Angelo R. Holsey*  
Print Name: D'ANGELO R. HOLSEY

X Title: CEO

STATE OF OKLAHOMA )  
 ) S:  
COUNTY OF CLEVELAND )

Subscribed and sworn to before me this 1<sup>ST</sup> day of NOVEMBER, 2017 by CYNTHIA MARTINIAN as Trust Administrator of Liberty National Financial Corp.



*Sudha Garimella*  
NOTARY PUBLIC

My Commission Expires:  
Commission Number:

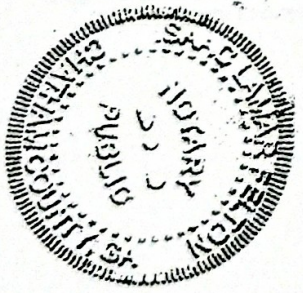
STATE OF Georgia )  
 ) S:  
COUNTY OF Chatham )

Subscribed and sworn to before me this 25<sup>th</sup> day of October, 2017 by D'ANGELO R. HOLSEY

*Isaac L Felton*  
NOTARY PUBLIC

My Commission Expires:  
Commission Number:

**Isaac L Felton  
Notary Public  
Chatham County, GA  
My Commission Exp:  
January 20, 2018**



**INSTALLMENT PROMISSORY NOTE**  
**(EXHIBIT "A" TO CONTRACT FOR PROPERTY BROKER'S AGREEMENT)**

Face Amount: \$75,000.00  
2017

Norman, Oklahoma  
23rd day of October

**FOR VALUE RECEIVED**, the undersigned hereby jointly and severally promise to pay to the order of Liberty National Financial Corp. (hereinafter "Liberty"), the sum of Seventy-Five Thousand (\$75,000.00). Said sum shall be paid in the manner following: Three Hundred (300) monthly payments of Two Hundred Fifty (\$250.00) with payment number one (1) being due thirty (30) days after the date hereof and continuing and with the subsequent Two Hundred Ninety-nine (299) payments being due in each consecutive month thereafter until the total sum of Seventy-Five Thousand Dollars (\$75,000.00) is paid and the collateral security for the Property Broker's Trust Agreement is fully funded

This promissory note is to provide collateral security to Liberty for providing the required security to effect the Property Broker's Trust Agreement under 49 USC 13906 obtained by the Property Broker (named below) from Liberty. Said Face Amount of this note shall become due and immediately payable on demand under the terms and conditions set forth in Exhibit "C" to Contract for Property Broker's Agreement, Claims Procedure - Installment Promissory Note which is provided herewith and hereby made a part of this agreement by reference. In the event payee fails to immediately pay this note in full, Liberty, by accepting payments to reduce the deficiency created by a paid claim, in no way waives default or its rights to pursue the full face amount of this note under the terms herein.

There is no penalty for payment of this note in full. Liberty shall maintain the Seventy-Five Thousand Dollars (\$75,000.00) paid hereunder, in trust, so long as the Property Broker is functioning according to a Property Broker's Trust Agreement and is required to provide a security to benefit third-party shippers. The proceeds may be returned to Property Broker once Liberty is no longer obligated to provide security for payee acting as Property Broker and shall be returned when, in Liberty's sole determination, Liberty is no longer exposed to respond for Property Broker's obligations under the Property Broker's Trust Agreement which creates the need for this promissory note.

In addition to the provisions above, this note shall be immediately due and payable under the following circumstances:

- (1) Upon the death, dissolution, or liquidation of any of the undersigned, or any endorser, guarantor, or surety hereon; or
- (2) Upon the filing by the undersigned of an assignment for the benefit of creditors, bankruptcy, or for relief under any provisions of the Bankruptcy Code; or
- (3) Upon suffering an involuntary petition in bankruptcy or receivership not vacated within thirty (30) days.

In the event this note shall be placed with an attorney for collection, then the undersigned agree(s) to pay all reasonable attorney fees and costs of collection. All payments hereunder shall be made to such address as may from time to time be designed by Liberty or its assignee.

The undersigned and all other parties to this note, as guarantors, agree to remain fully bound until this note is fully paid and waive demand, presentment, and protest, and all notices thereof and agree(s) to remain bound to pay this note, notwithstanding any extension, renewal, modification, waiver, or other indulgence by Liberty, or upon Liberty's discharge or release of any obligor hereunder or person obligated upon this note, or upon the exchange, substitution, or release of any collateral granted as security for this note. No modification of this note shall be effective unless made in writing and agreed to, in writing, by Liberty; and waiver of default shall not be a waiver of future default. Any modification hereof shall be valid and binding upon each of the undersigned notwithstanding the lack of acknowledgment of the undersigned, and each of the undersigned does hereby irrevocably grant to each of the other undersigned a power of attorney to enter into any such modification on their behalf. The rights of Liberty shall be cumulative. This note shall be governed and enforced in accord with the laws of the State of Oklahoma. The parties agree that venue for any action required to collect or object to this note shall be in the District Court of Cleveland County, Oklahoma.

Property Broker's Name and Address for Notice is:

**INSTALLMENT PROMISSORY NOTE  
(EXHIBIT "A" TO CONTRACT FOR PROPERTY BROKER'S AGREEMENT)**

Name: JYVA UNITED INCORPORATED  
Street Address: 634 EAST 36TH STREET  
City, State, ZIP: SAVANNAH Georgia 31401

*[Signature]*  
 (Signature) FOR PROPERTY BROKER

*[Signature]*  
 (Signature) AS INDIVIDUAL, BEING BOUND AS INDIVIDUAL

D'ANGELO R. HOLSEY  
Print Name  
 Title:

D'ANGELO R. HOLSEY  
Print Name  
AS INDIVIDUAL, BEING BOUND AS INDIVIDUAL

STATE OF Georgia )  
COUNTY OF Chatham ) §:

On this 25<sup>th</sup> day of October, 20 17, appeared D'ANGELO R. HOLSEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed this instrument.

WITNESS my hand and official seal the day and year last above written.

*[Signature]*  
NOTARY PUBLIC

Commission Expires:  
Commission Number

**Isaac L. Felton  
Notary Public  
Chatham County, GA  
My Commission Exp:  
January 20, 2018**





**IRREVOCABLE PERSONAL GUARANTY AGREEMENT  
(EXHIBIT "B" to CONTRACT FOR PROPERTY BROKER'S AGREEMENT)**

FOR AND IN CONSIDERATION of the willingness of the financial institution named below to enter into an BMC-85 "Property Broker's Trust Agreement" (hereinafter referred to as the BMC-85), this Guaranty defines and establishes the relationship regarding protection for the public pursuant to 49 U.S.C. 13906, including specifically the "Contract for Property Broker's Agreement", the "Collateral Agreement", and the "Claims Procedure" to carry into effect the underlying BMC-85.

WHEREAS, Liberty National Financial Corp., an Oklahoma corporation, is licensed as a financial broker and authorized to hold collateral for and issue BMC-85 as a "financial institution" in accordance with the provisions of 49 CFR 387.307(c), operating under Federal Motor Carrier Safety Administration (FMCSA) Filer Account No. 24389-00, hereinafter referred to as "Trustee"; and

WHEREAS, JYVA UNITED INCORPORATED, hereinafter referred to as "Trustor", is a business entity subject to current or prospective economic regulation by the Federal Motor Carrier Safety Administration under Docket No. 689965; and

WHEREAS, D'ANGELO R. HOLSEY, hereinafter referred to as "Guarantor", is an individual U. S. resident eighteen (18) years of age or older, whose Social Security Number is 256299109, home (not business) address is 634 EAST 36TH STREET SAVANNAH Georgia 31401, and personal (not business) telephone number is (912) 484-1201 and is deemed to have some significant financial, proprietary, or other interest in Trustor;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto and other good and adequate consideration, which is hereby acknowledged, the parties agree as follows:

Guarantor is the party responsible for guaranteeing the liquidity through arrangements made by Trustee with Trustor for the purpose of collateralizing a BMC-85. Trustor is obligated to ensure Trustee's ability to "... pay, up to a limit of seventy-five thousand dollars (\$75,000.00), directly to shipper or motor carrier any sum or sums which Trustee, in good faith, determines that Trustor has failed to pay and would be held legally liable [for] ..." pursuant to paragraph 6 of the BMC-85 form. This Guaranty establishes Guarantor's obligation to guarantee Trustor's obligation to Trustee pursuant to the provisions of 49 CFR 387.307(a) and (b), and establishes Guarantor's obligations to guarantee Trustor's obligations to pay all administrative fees and other charges due Trustee.

This Guaranty adopts and incorporates the provisions of the "Contract for Property Broker's Agreement", "Collateral Agreement", and the "Claims Procedure" between Trustee and Trustor underlying this Guaranty, with respect to the jurisdiction and venue for disputes.

No part of this Guaranty shall be revoked without the written consent of an authorized representative of Trustee. Guarantor waives (i) notice of nonpayment, (ii) protest, (iii) notice of protest, and (iv) diligence on behalf of Trustee in attempting collection of any obligation guaranteed herein. Additionally, Trustee may (i) release co-guarantors if any, (ii) surrender or release any and all security or collateral, and/or (iii) grant renewals, extensions or modification of any obligation or indebtedness assumed hereby without affecting any of the provisions of this Guaranty. Additionally, Trustee need not (i) exhaust any remedies it may have against Trustor under this Guaranty, (ii) first institute suit against Trustor prior to demanding payment under this Guaranty, or (iii) refrain from enforcing this Guaranty solely against Guarantor for any reason whatsoever. Guarantor agrees that Trustee shall have the immediate right to attach any real or personal property of Guarantor in the event of any default of his or her obligations herein.

Guarantor shall immediately inform Trustee, in writing, of all changes in Guarantor's address and phone number from that written above.

Guarantor shall pay Trustee within thirty (30) days of being invoiced for all legal and administrative costs incurred by Trustee with any failure on Trustor's part either to cooperate fully with Trustee's investigation of any claims and/or to compensate Trustee promptly for legal and administrative costs being an admission that Trustor no longer contests such disputed claims.

Guarantor agrees that nothing herein or said or done in conjunction herewith shall be construed as modifying or contradicting any provision of the underlying BMC-85 between the parties facilitated hereby, and the underlying agreements are hereby incorporated herein by this reference. Additionally:

**INDEMNITY AGREEMENT**

The undersigned Trustor(s), Trustee(s), and Guarantor(s), all hereinafter called the Undersigned, hereby certify that the foregoing declarations made and answers given, are truthful, accurate and complete in all respects without reservation, and are made for the purpose of inducing the Trustee, its successors and assigns, to become Trustee on a certain trust or undertaking applied for and any renewal and increase of the same or of any trust or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "trust" or "undertaking" as herein used).

In consideration of the Trustee executing said trust or undertaking, the Undersigned jointly and severally agree as follows:

- (a) To pay the Trustee all premiums due and annually in advance of each renewal thereafter, until the Undersigned shall serve upon the Trustee, at its said office, competent written legal evidence, satisfactory to the Trustee, of it being fully discharged from such trust or undertaking; (b) That the Undersigned hereby authorize the Trustee to make such pertinent inquiry as may be necessary from financial institutions, including but not limited to credit reports from credit reporting agencies, persons, firms, and corporations in order to confirm and verify that information referred to or listed on this application remains accurate; (c) The Undersigned will at all times indemnify, and keep indemnified, the Trustee, and hold and save it harmless from and against any and all liability, loss, costs, damages, charges and expenses of whatsoever kind or nature, including expenses, collection fees and attorneys' fees, which it may, at any time, sustain or incur by reason or in consequence of furnishing any trust or undertaking or enforcing this Agreement; (d) That the Trustee shall have the right to pay, settle or compromise any claim, demand, suit or judgment upon said trust or

**IRREVOCABLE PERSONAL GUARANTY AGREEMENT  
(EXHIBIT "B" to CONTRACT FOR PROPERTY BROKER'S AGREEMENT)**

undertaking. (e) The Undersigned will deposit with the Trustee on demand an amount deemed sufficient by the Trustee to discharge any claim made against the Trustee on this trust or undertaking. This sum may be used by Trustee to pay such claim or be held by Trustee as collateral security against loss or cost on this trust or undertaking; (f) The Undersigned agrees that premiums are fully earned upon issuance of a trust or undertaking and are not refundable; (g) That the Trustee shall be under no obligation to execute, renew or continue any trust, and shall have the absolute right to cancel the trust, or any of them, in accordance with any cancellation provision contained therein, or to procure its release from any trust under any law for the release of trustees, and Trustee is hereby released from any damage that may be sustained by the undersigned by reason of such suspension, cancellation or release.

Confession of Judgment. Without limiting the generality of any other provision of this agreement, the Undersigned hereby jointly, severally and irrevocably authorize and empower any attorney of record, or clerk of the court in Cleveland County, State of Oklahoma to appear for any or all of them at any time or times in said court with respect to any sums due under this Agreement, with or without declaration filed by any of them, to waive the issuing and service of process and to confess or enter judgment against any or all of them for all such sums payable under this Agreement as evidenced by an affidavit signed by an authorized representative of Trustee setting forth such amount due, plus reasonable attorney's fees, cost of suit and interest, with release of all procedural errors and without right of appeal or stay of execution. If a copy of this agreement, verified by affidavit shall be filed, it shall not be necessary to file the original as a warrant or attorney. The undersigned jointly and severally waive the right to any stay of execution and the benefit of any and all exemptions to which they may now or may hereafter be entitled under law, and will waive, and here does waive, all right to claim any property, including homestead, exempt from levy, execution, sale or other legal process under the law of any state or states. No single exercise of the foregoing warrant and power to bring an action or confess judgment shall be deemed to exhaust the power but the power shall continue undiminished and may be exercised from time to time as often as Trustee shall elect, whether before or after demand is made, until all sums payable to Trustee under this agreement have been paid in full. It is hereby further agreed that a facsimile of this executed agreement shall be deemed an original in any court of law. The undersigned waive notice from the Trustee of any claim or demand made against the trust or any undertaking executed pursuant to this Agreement.

Regardless of the date of signature(s), this Indemnity Agreement is effective as of the date of execution of aforementioned trust(s) or undertakings(s) and is continuous until Trustee is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. The Trustor named above has made application for a BMC-85 Trust for the business named above. Trustor has been unable to secure a surety bond or trust from any standard trust company. The Undersigned fully understand and accept that the costs and fees for obtaining this BMC-85 trust may be higher than standard rates because the business' financial condition and/or experience does not meet most bond or trust companies' minimum requirements.

IN WITNESS WHEREOF, the parties have executed this Guaranty the day(s) and year written below.

IRREVOCABLE PERSONAL GUARANTY AGREEMENT  
(EXHIBIT "B" to CONTRACT FOR PROPERTY BROKER'S AGREEMENT)

"LIBERTY"

LIBERTY NATIONAL FINANCIAL CORP.

"GUARANTOR"

By:

*C. Martinian*

*D'Angelo R. Holsey*  
Print Name: D'ANGELO R. HOLSEY

CYNTHIA MARTINIAN, Trust Administrator

TRUSTOR

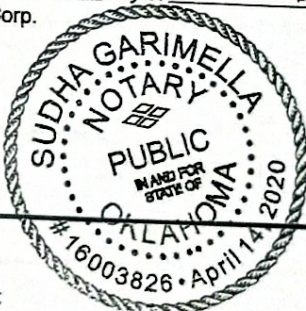
X

By:

*D'Angelo R. Holsey*  
Print Name: D'ANGELO R. HOLSEY  
Title: CEO

STATE OF OKLAHOMA )  
COUNTY OF CLEVELAND ) §:

Subscribed and sworn to before me this 1<sup>st</sup> day of NOVEMBER, 2017, by CYNTHIA MARTINIAN as Trust Administrator of Liberty National Financial Corp.



*Sudha Garimella*  
NOTARY PUBLIC

My Commission Expires:

Commission Number:

→ STATE OF Georgia )  
COUNTY OF Chatham ) §:

Subscribed and sworn to before me this 25<sup>th</sup> day of October, 2017 by D'ANGELO R. HOLSEY

**Isaac L Felton**  
Notary Public  
Chatham County, GA  
My Commission Exp:  
January 20, 2018

*Isaac L Felton*  
NOTARY PUBLIC

My Commission Expires:

Commission Number:

→ STATE OF Georgia )  
COUNTY OF Chatham ) §:

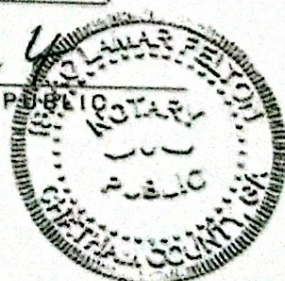
Subscribed and sworn to before me this 25<sup>th</sup> day of October, 2017 by D'ANGELO R. HOLSEY

**Isaac L Felton**  
Notary Public  
Chatham County, GA  
My Commission Exp:  
January 20, 2018

*Isaac L Felton*  
NOTARY PUBLIC

My Commission Expires:

Commission Number:



**CLAIMS PROCEDURE – INSTALLMENT PROMISSORY NOTE  
(EXHIBIT "C" TO CONTRACT FOR PROPERTY BROKER'S AGREEMENT)**

Agreement between JYVA UNITED INCORPORATED (hereinafter referred to as "Property Broker") and LIBERTY NATIONAL FINANCIAL CORP., an Oklahoma corporation, (hereinafter referred to as "Liberty"), entered into this 23rd day of October, 2017

Liberty agrees to pay regulated motor carriers the agreed rate as stated in the carriers' broker rate agreement not to exceed Seventy-five dollars (\$75,000.00), less advances or agreed charges, provided carrier fulfills all provisions of the carrier/broker agreement and Property Broker fails to pay the agreed rate within the number of days provided in the carrier/broker agreement.

IN CASE OF CLAIMS

If a carrier has not been paid the agreed sum within the agreed number of days and a dispute arises as to the payment of freight charges, Liberty will open a claim file and investigate to ascertain the validity of carrier's claim. Upon the opening of a claim file, a fee of One Hundred Fifty dollars (\$150.00) shall be due. Each claim shall require a separate file and separate fee.

Liberty will contact Property Broker within one (1) business day of receiving the claim to determine if the claim is valid and for further explanation, if any, for the non-payment of the freight charges. Property Broker must respond to Liberty within one (1) business day of Liberty's initial contact or attempted contact. If Property Broker fails to respond to Liberty's initial contact or attempted contact within one (1) business day, Property Broker's BMC-85 will be cancelled immediately.

If, upon communication with Property Broker, Liberty determines that the claim is an unpaid valid claim, Liberty will then instruct Property Broker to pay the carrier within one (1) business day. If Property Broker fails to pay the carrier within the one (1) business day allowed, the claim, not to exceed Seventy-five Thousand dollars (\$75,000.00), can be paid by Liberty, whereafter, Property Broker's BMC-85 may, at Liberty's absolute discretion, be cancelled, whereupon, Liberty shall make immediate demand for payment of the full Face Amount of the Seventy-five Thousand dollar (\$75,000.00) Installment Promissory Note and hold said payment as collateral security for satisfaction of valid claims against Property Broker's BMC-85.

In the event a claim is paid, should Property Broker desire, and should Liberty elect, to reinstate the BMC-85, Property Broker must pay within ten (10) days the sum of One Thousand dollars (\$1,000.00) to Liberty plus any sum necessary to replenish the Seventy-five Thousand dollars (\$75,000.00) collateral security, thereby bringing the collateral security deficiency to zero.

The Contract for Property Broker's Agreement executed on the 23rd day of October, 2017, is adopted and fully incorporated into this claims procedure as if fully set forth herein.

When Liberty's legal obligations to 3rd parties under the BMC-85 have been fully satisfied and the BMC-85 has expired or been cancelled, and all administrative fees and/or penalties due to Liberty have been satisfied, the amount remaining in the BMC-85 trust will be returned to Property Broker.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

"LIBERTY"

"PROPERTY BROKER"

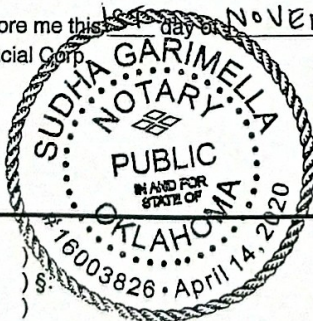
LIBERTY NATIONAL FINANCIAL CORP.

By: *Cynthia Martinian*  
CYNTHIA MARTINIAN, Trust Administrator

*D'Angelo R. Holsey*  
Print Name: D'ANGELO R. HOLSEY  
X Title: CEO

STATE OF OKLAHOMA )  
 ) §:  
COUNTY OF CLEVELAND )

Subscribed and sworn to before me this 15th day of NOVEMBER, 2017, by CYNTHIA MARTINIAN as Trust Administrator of Liberty National Financial Corp.

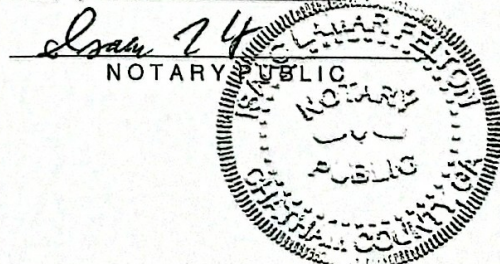


*Sudha Garimella*  
NOTARY PUBLIC

My Commission Expires:  
Commission Number:

STATE OF Georgia )  
 ) §:  
COUNTY OF Chatham )

Subscribed and sworn to before me this 27th day of October, 2017, by D'ANGELO R. HOLSEY



My Commission Expires:  
Commission Number:

**Isaac L. Felton**  
Notary Public  
Chatham County, GA  
My Commission Exp:  
January 20, 2018