



Pacific Financial Association, Inc.
22601 N. 19th Ave. #202
Phoenix, AZ 85027
(800) 595-2615 | Fax: (623) 209-2610

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT (hereinafter referred to as "Supplementary Agreement"), is made by and among the following:

PACIFIC FINANCIAL ASSOCIATION, INC., a California corporation (hereinafter referred to as "Trustee"); and, **Omada Worldwide Logistics, Inc.**

(hereinafter referred to as "Trustor"), a pending or currently active transportation broker or freight forwarder subject to regulation by the Federal Motor Carrier Safety Administration (FMCSA) under DOT Docket No. 2239677 MC-609923.

The purpose of this Supplementary Agreement is to further define the relationship between Trustee and Trustor pursuant to a current or pending BMC-85 Broker's or Freight Forwarder's Trust Fund Agreement (hereinafter referred to as the "BMC-85") under 49 U.S.C. 13906, the entirety of which hereby is incorporated as an organic element of this Supplementary Agreement by this reference.

RECITALS

WHEREAS, Trustee is a "Financial Institution" within the meaning of 49 CFR 387.307 authorized to accept and hold collateral for and issue the BMC-85; and,

WHEREAS, Trustor is or intends to become a licensed transportation broker or freight forwarder pursuant to the provisions of 49 U.S.C. 13904 and the rules and regulations of the FMCSA. Trustor further represents and warrants that no one having or expecting to have any financial, proprietary, or other significant interest in Trustor, including Trustor's principals, directors, officers, or key employees, is in default of any debt or obligation owed to Trustee; and,

WHEREAS, the parties have entered into or will enter into a BMC-85 and also desire to enter into this Supplementary Agreement to further define the relationship between the parties pursuant to the provisions of that BMC-85;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual covenants and undertakings set forth herein and in the BMC-85 supplemented hereby, the parties hereto agree as follows:

PROVISIONS

Article I. Fees

(a) Trustor shall pay to Trustee costs and/or fees, including but not limited to the Standard Administrative Fee which shall be determined by the character of the collateral as set forth in Article V, and which shall be subject to change annually with notice to Trustor, and legal or administrative costs incurred by Trustee in connection with its administration of claims on the BMC-85 and in connection with enforcement of this Supplementary Agreement and any other written or oral undertakings between the Trustor and Trustee, (collectively referred to as "Fees") as set forth in this Supplementary Agreement.

(b) The parties acknowledge that the Standard Administrative Fee covers only the sum total of three (3) inquiries and/or claims made in relation to the BMC-85 per quarter unless Trustee shall determine otherwise in light of specific circumstances. The parties acknowledge and agree that inquiries and/or claims in excess of the limit shall be deemed Excessive Claims and shall be invoiced to Trustor in the amount of \$50.00 per claim inquiry and \$100.00 per completed claim application (such price shall be subject to change annually with notice to Trustor). Excessive Claims invoiced shall be paid by Trustor to Trustee within the due date indicated on the invoice.

(c) Any payments owed by Trustor to Trustee for any Fees which are not paid on or before the due date may be deemed a default by Trustor, and may accrue interest at 15% per annum.

(d) The payment of Fees by Trustor to Trustee is due in advance of services rendered and all Fees shall not be refundable once received by Trustee.

Article II. Trustee Responsibilities

Section 2.01 General

(a) Trustee shall, after execution of this Supplementary Agreement and upon receipt of fees and/or proper assignment of the collateral as required pursuant to Paragraph 4 of the BMC-85, such Collateral being in the form described in Article V herein, electronically file with the Federal Motor Carrier Safety Administration (FMCSA) the BMC-85.

(b) Trustee may delegate its duties hereunder, or assign any of its rights, titles, or interest herein, to any other persons or entities, so long as such delegation or assignment is not prohibited by applicable law.

Section 2.02 Fees

Any Fees owed to Trustee by Trustor shall not be deducted or withheld from any portion of the BMC-85 Collateral without Trustor's express written consent in each particular instance.

Section 2.03 Notice of Cancellation

Trustee may file a "Notice of Cancellation" for the BMC-85 at any time Trustee determines, in good faith, that Trustor has breached any provision of the BMC-85 or this Supplementary

Agreement or any other written or oral undertaking between the parties which the Trustee determines to be material to such arrangements

Section 2.04 Refunds

(a) In the event that a Notice of Cancellation for the BMC-85 is filed, Trustor is entitled to a refund, subject to the holdbacks set forth below, of the collateral remaining in the BMC-85 trust account. Such refund shall be made after Trustor submits to Trustee a written request for such refund but in any event such refund shall be made no earlier than ninety (90) days from the effective cancellation of the BMC-85 with the FMCSA, subject to the following holdbacks:

- (i) An amount equal to the outstanding obligations owed to Trustee by Trustor for Fees; and,
- (ii) An amount Trustee, in its sole and absolute discretion, deems necessary to satisfy any reserve requirements occasioned by pending or anticipated third party claims and/or litigation necessitated by Trustee's statutory obligations to the public in such regards.

Section 2.05 Bankruptcy or Insolvency of Trustor

(a) In accordance with the relevant provisions of the BMC-85, any unsatisfied obligations between Trustor and Trustee regarding the full Collateral shall be construed as surviving bankruptcy, and therefore not be discharged in connection therewith — a measure necessary to ensure that the statutory requirements for such federally mandated agreements, restricted to indemnification of a narrow category of the public, specifically those established through the October 1998 amendments to the U.S. Bankruptcy Code, are met.

(b) If Trustor experiences financial failure or insolvency, Trustee shall: (a) submit a Notice of Cancellation; (b) publically advertise claims for 60 days beginning on the date of publication of the Notice of Cancellation; and (c) pay, not later than 30 days after the expiration of the 60-day period for submission of claims: (i) all uncontested claims received during such period; or (ii) a pro rata share of such claims if the total amount of such claims exceeds the Collateral available.

Article III. Trustor Responsibilities

Section 3.01 General

(a) Trustor shall not delegate its duties hereunder, or assign any of Trustor's rights, titles, or interest herein, to any other persons or entities, except upon the express written consent of Trustee. All of Trustor's agents, employees and owners shall be deemed to have actual authority to bind the Trustor in all matters regarding this Supplementary Agreement and any other written or oral undertaking between the Trustor and Trustee.

(b) Trustor shall keep Trustee apprised of Trustor's physical location, as well as all other appropriate contact information, at all times within the pendency of the BMC-85. Any failure of such shall be deemed as consent by Trustor to cancel Trustee's underlying BMC-85 filing with the FMCSA.

(c) Trustor shall furnish Trustee such information as it may request from time to time concerning the financial condition of Trustor and/or Indemnitor(s). The trustee may obtain information concerning the affairs and operations of the Trustor and/or Indemintor(s) and any transaction between or among the Trustor and Indemnitor(s) from any banks, depositories, credit reporting agencies or other persons, each of whom are hereby expressly authorized by Trustor and/or Indemnitor(s) to furnish such information to Trustee.

Article IV. Claims

Section 4.01 Administration of Claims

(a) In the event a claim is filed with Trustee pursuant to the provisions of the BMC-85, Trustee, or its Administrative Contractor, shall promptly deliver to Trustor via US First Class Mail, facsimile, or other electronic means, all information provided by the claimant regarding any such claim.

(b) In the event Trustor disputes a claim, Trustor shall, within five business days after delivery of the information described above in Item (a) of this Section, deliver to Trustee a written notice of such dispute. Such written notice shall contain an explanation of the nature of the dispute with supporting documentation. By submitting such written notice to Trustee, Trustor hereby agrees to defend, indemnify, and hold Trustee harmless against all claims brought against Trustee by any party, including Trustor, in relation to the disputed claim.

(c) In the event the written notice described above in Item (b) of this Section is not timely delivered to Trustee, Trustor shall be deemed to have admitted to Trustor's "legal liability" in relation to the claim.

(d) In the event written notice described above in Item (b) of this Section is timely received by Trustee and Trustee determines, in its sole and absolute discretion, that such dispute is made in good faith, Trustee shall not pay the underlying shipper or carrier which submitted the disputed claim unless "legal liability" has been established through either admission, investigation or a complete process of adjudication. However, any failure on Trustor's part to cooperate fully with Trustee's investigation of any disputed claim(s) shall be construed as an admission that Trustor no longer contests any such claim made against it, subject to Trustee's sole and absolute discretion in such regards.

Article V. Collateral Arrangements

Both parties agree that the Collateral shall be established on the following basis: Plan 3: An Internal Irrevocable Standby Letter of Credit (ILOC) secured by Trustee and issued through an alternative third party financial institution for the benefit of Trustor and wherein: Option A: Should the entire Collateral of the Trust be secured in the form of an ILOC, then Trustor shall be assessed a Standard Administrative Fee, payable in advance, in the amount of : \$2,000 annually

Article VI. Indemnification and Exculpation

Section 6.01 Indemnification

Vanessa Hadley , individually who by signing this agreement acknowledges, represents and warrants that he/she has some financial, proprietary, or other interest in Trustor and he/she received a copy of the BMC-85 and this Supplementary Agreement (for purposes of this Section 6.01, collectively referred to as "Agreements"), and further agrees to the terms contained herein and understands that the provisions of this Section 6.01 are effective immediately and will continue to be valid and effective until terminated in the manner set forth herein.

Trustor and Vanessa Hadley (for purposes of this Section 6.01, collectively referred to as the "Indemnifying Party") shall, jointly and severally, absolutely and unconditionally, indemnify defend and hold Trustee harmless for any and all claims paid by Trustee on the BMC-85 as well as for all expenses advanced directly by Trustee or by third parties (including, but not limited to, amounts demanded by beneficiary from a 3rd party financial institution pursuant to an Irrevocable Standby Letter of Credit) at the request or direction of Trustee, for such purposes, whether in settlement for or compromise of any such action taken in good faith and subject to Trustee's determination, made in Trustee's sole and absolute discretion, that Trustor would have "legal liability". Indemnifying Party shall deposit with Trustee, on demand, an amount deemed sufficient by Trustee to discharge any claim made against Trustee on this undertaking. Said demand shall be sufficient if sent to the address last known to the Trustor of the Trustee and/or Indemnitors to whom it is directed, whether or not it is actually received. This sum may be used by Trustee to pay such claim or be held by Trustee as collateral security against loss or cost on its undertaking.

Indemnifying Party, jointly and severally, absolutely and unconditionally, hereby indemnify and promise to pay to Trustee or its order, upon demand, the amount necessary to satisfy Trustor's obligations contained herein, including, but not limited to, the payment of Fees (for purposes of this section 6.01 "Trustor's Obligations"). The liability of each Indemnifying Party shall be the total value of all Trustor's Obligations which remain outstanding and unperformed, plus interest thereon, plus all of Trustee's costs, expenses and fees, including attorney fees and costs of collection, incurred in connection with or relating to (i) the collection and enforcement of the value of Trustor's Obligations; (ii) the collection and sale of any property securing Trustor's Obligations, and (iii) the enforcement of such Indemnifying Party's obligations to Trustee under this Section 6.01, with such interest, costs, expenses and fees continuing to accrue until such Indemnifying Party's obligations are fully paid and satisfied. This obligation is one of payment and not collection. Indemnifying Party intends to guaranty at all times the Trustor's Obligations and prompt payment to Trustee when due. No part of the indemnification conveyed hereby shall be revoked without the written consent of an authorized representative of Trustee. Indemnifying Party agrees that Trustee shall have the immediate right to garnish any real or personal property of Indemnifying Party in the event of default on any obligations herein.

Indemnifying Party agrees that its obligations shall continue in full force and effect until all Trustor's Obligations (past, present and future) to Trustee shall have been performed in full. Indemnifying Party's obligations shall include and extend to any and all renewals, extensions, modifications, rearrangements and refinancing thereof. Trustor and each other Indemnifying Party agrees that Trustor shall have the sole and absolute responsibility to notify the Indemnifying Party of any such renewal, extension, modification, rearrangement and refinancing and the Indemnifying Party agrees to defend, indemnify and hold Trustee harmless for Trustor's failure to so notify the Indemnifying Party.

Except as prohibited by applicable law, Indemnifying Party waives any right to require Trustee to: (a) make any presentment, protest, demand or notice of any kind, including notice of change of any terms of Trustor's obligations under the Agreements, default by Trustor or any other guarantor or surety, any action or nonaction taken by Trustor, Trustee or any other guarantor or surety of Trustor, or the creation of new or additional obligations imposed on Trustor; (b) proceed against Trustor before proceeding against Indemnifying Party; (c) apply any payments or proceeds received by Trustor in any order; (d) disclose any information about Trustor's Obligations, Trustor, or any other guarantor or surety, or about any action or nonaction of Trustee; or (e) pursue any remedy or course of action in Trustee's power whatsoever.

Indemnifying Party and Trustee agree that the provisions of this Section 6.01 shall not constitute security for any or all of the Collateral. Further, Indemnifying Party agrees to the provisions of this Section 6.01 in order to induce Trustee to issue the BMC-85.

Section 6.02 Reserved

Article VII. General Arrangements

Section 7.01 Term of Agreement

The effective term of this Supplementary Agreement shall begin with the issuance of the BMC-85 and shall continue until all of Trustor's Obligations, as set forth in Article VI, are satisfied in full.

Section 7.02 Procedural Considerations

The terms of this Supplementary Agreement and the BMC-85 or addenda referenced or otherwise incorporated herein are severable, and in the event any provision or term of such instruments is or are declared illegal or unenforceable the remainder of both this Supplementary Agreement and any sub-agreements or addenda referenced or otherwise incorporated herein shall remain effective and binding on both parties. No waiver of any breach or violation of any of the covenants or provisions of this Supplementary Agreement, the BMC-85 and/or any sub-agreements or addenda referenced or otherwise incorporated herein shall be construed as a waiver of any subsequent breach or violation of the same or any other covenant or provision thereof.

Section 7.03 Cumulative Remedies

All of Trustee's rights and remedies whether evidence by this Supplementary Agreement, the BMC-85 and of any sub-agreements or addenda referenced or otherwise incorporated herein or by any other writing between the parties, shall be cumulative and may be exercised singularly or concurrently. Election by Trustee to pursue any remedy shall not exclude pursuit of any other remedy, and an election not make expenditures or to take action to perform an obligation of Trustor under this Supplementary Agreement, after Trustor's failure to perform, shall not affect Trustee's right to declare a default and to exercise its remedies.

Section 7.04 Signed Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original hereof and all of which, taken together, shall constitute one and the same instrument.

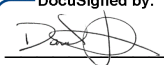
Section 7.05 Governing Law

The validity of this Supplementary Agreement between the parties, whether as to construction, interpretation and/or enforcement, or as to the corresponding rights of either of the parties hereto in such regards, shall be determined under, governed by, and construed in accordance with the laws of the State of Arizona to the extent not inconsistent with federal law or necessary judicial preemption. All legal actions or proceedings arising in connection with this Supplementary Agreement and the BMC-85 or addenda referenced or otherwise incorporated herein or supplemented hereby shall be litigated only in state or federal courts located in the County of Maricopa, State of Arizona. Furthermore, Trustor hereby waives any right to assert the doctrine of forum non conveniens, or to object in any other way to such state or federal venue within such geographical boundaries, as appropriate, and hereby consents to any court-ordered relief which might eventuate therefrom.

IN WITNESS WHEREOF the authorized representatives of the parties hereto hereby set their hands below, further reaffirming (a) that they are indeed the authorized representatives of their respective parties for such purposes, (b) that they have read the foregoing text of this Supplementary Agreement in its entirety and know and understand the contents thereof, and (c) that each of them hereby acknowledges receipt of an executed example hereof.

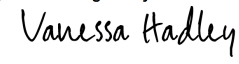
EXECUTED this day _____ of _____, 20_____.

TRUSTEE:
Pacific Financial Association, Inc.

DocuSigned by:


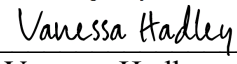
Daniel Larson, CEO

TRUSTOR:
Omada Worldwide Logistics, Inc.

BMC#609923.
DocuSigned by:


ECAF7C5B3224B3
Vanessa Hadley, Vice-President

INDEMNIFYING PARTY:

DocuSigned by:


ECAF7C5B3224B3
Vanessa Hadley

FORM BMC-85 Revised 03/11/2014

OMB No.: 2126-0017

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.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**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

Filer FMCSA Account Number: 22512	License No. MC-609923
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KNOW ALL MEN BY THESE PRESENTS, that we, Omada Worldwide Logistics, Inc. of 853 S Columbia Rd Ste 175 Plainfield, IN 46168 as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association a financial institution created and existing under the laws of the State of California 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 Trustor 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 Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 15th day of September, 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 _____ day of _____, 20____.

<p>TRUSTOR</p> <p><u>Omada Worldwide Logistics, Inc.</u> COMPANY NAME</p> <p><u>853 S Columbia Rd Ste 175</u>, <u>Plainfield</u> STREET ADDRESS CITY</p> <p><u>IN.</u> <u>46168.</u> <u>317 293-5777</u> STATE ZIP PHONE</p> <p><u>Vanessa Hadley</u> (type or print Principal officer's name and title)</p> <p><u>Vanessa Hadley</u> (Principal officer's signature)</p> <p>_____ (type or print Witness' name)</p> <p>_____ (Witness' signature)</p>	<p>TRUSTEE</p> <p><u>Pacific Financial Association Inc.</u> COMPANY NAME</p> <p><u>12707 High Bluff Dr. Ste. 200</u> <u>San Diego</u> STREET ADDRESS CITY</p> <p><u>CA</u> <u>92130</u> <u>(800) 595-2615</u> STATE ZIP PHONE</p> <p><u>Daniel Larson, CEO</u> (type or print Principal officer's name and title)</p> <p>_____ (Principal officer's signature)</p> <p>_____ (type or print Witness' name)</p> <p>_____ (Witness' signature)</p>
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NOTICE OF CANCELATION

This is to advise that the above 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 notice 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.

