

**SUPPLEMENTARY AGREEMENT
GOVERNING THE RELATIONSHIP BETWEEN TRUSTEE AND TRUSTOR
FOR A PROPERTY BROKER'S TRUST FUND AGREEMENT**

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THIS STANDARD FORM, when completed and executed by an authorized representative for each of the two parties hereto, and with each page except the last initialed at the bottom, shall constitute a supplementary agreement by and between

PACIFIC FINANCIAL ASSOCIATION, INC., a/an ARIZONA business corporation hereinafter referred to as "Trustee", and

ABC Logistique, Inc. a/an (check one)

[] sole proprietorship, [] partnership, [] limited partnership, or [x] corporation or LLC, a business entity or a succession of business entities subject to current or prospective economic regulation by the Federal Motor Carrier Safety Administration under Docket No. MC-365406 and organized in the State of QUEBEC, CD with headquarters in the State of QUEBEC, CD, hereinafter referred to as "Trustor". The purpose of this supplementary agreement is to define certain aspects of the relationship between Trustee and Trustor which may be implied but not established specifically in the text of the underlying BMC-85 "Property Broker's Trust Fund Agreement" between the parties facilitated hereby. The underlying circumstances and particulars of this supplementary agreement are set forth as follows:

1. TRUSTEE REPRESENTS themselves to be a solvent and properly constituted "Financial Institution" in accordance with the provisions of 49 CFR 387.307(c), authorized to accept and hold collateral for and issue a "Property Broker's Trust Fund Agreement" on behalf of Trustor in accordance with the provisions of 49 CFR 387.307(a) and (b).
2. TRUSTOR REPRESENTS themselves to be a current or prospective federally licensed Transportation Broker of Property, desirous of collateralizing and securing a BMC-85 "Property Broker's Trust Fund Agreement" through arrangements made by Trustee. Trustor further represents and warrants that no one having or expecting to have any financial, proprietary, or other significant interest (such as contractual employment rights) in Trustor, including specifically Trustor's principals, officers, directors, or key employees, has or ever has had any financial, proprietary, or other significant interest in any other Transportation Broker of Property ever having been subject to cancellation of any BMC-85 "Property Broker's Trust Fund" by Trustee for inadequate collateralization or any other cause, and/or currently in default of any debt or obligation owed to Trustee, nor is any such individual associated with Trustor acting on behalf of or as a nominee for any other individual(s) with any financial, proprietary, or other significant interest in any such former or current broker client of Trustee.
3. WHEREUPON, BOTH PARTIES AGREE that for and in consideration of the business opportunities and other mutual benefits afforded Trustee and Trustor alike, Trustee shall upon receipt of the collateral stipulated therein in the form of the negotiable assets specified below issue and forward to the Federal Motor Carrier Safety Administration (formerly the Federal Highway Administration's Office of Motor Carriers) a BMC-85 "Property Broker's Trust Fund Agreement" subject to the further supplementary provisions applicable to the parties hereto established in paragraphs 4 through 17 hereof.

Initials: [Signature] Date: 9 29 04
Trustee Trustor

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