



Setting the Standard for Safety, One Mile at a Time.



4625 Industrial Road
Fort Wayne, IN 46825
www.buchananhauling.com

260-471-1877.....888-544-4285
Fax 260-471-8878

AGENT HANDBOOK

ISSUED TO _____

TERMINAL AGENT# _____

LOCATION/CITY _____ STATE _____

DATE _____ 20 _____



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1.10 Welcome Letter – New Agents



WELCOME to Buchanan Hauling & Rigging, Inc. / Buchanan Logistics, Inc.

Allow us to extend a very warm welcome to you.

WELCOME to the TEAM of Buchanan. Our team of field agents, employees, drivers, vendors, customers, vendors, partner carriers, suppliers working TOGETHER to reach common goals and objectives is what makes a Company successful, profitable and able to grow and expand.

FIELD AGENTS are certainly one of our MOST VALUED ASSETS, along with other valuable members of the Buchanan TEAM. Successful carriers require the experience, energy, talent, knowledge, and good common sense of all of the TEAM members working closely TOGETHER in the field and in the general office.

This handbook prepared for YOU covers the very basic policies and procedures of Buchanan Hauling & Rigging, Inc., and Buchanan Logistics Inc. We ask that you review this field agent handbook in depth NOW, ask questions NOW if you do not understand any of our basic policies and procedures.

The failure of any TEAM member to understand basic policy/procedures and failure to follow the very basic policies and procedures can transfer assets to liabilities. Again, we view all of our field agents as important assets and certainly not liabilities, however failure to follow policy and procedure can create liability issues.

AGAIN ----WELCOME TO BUCHANAN.....
YOU ARE NOW AN IMPORTANT MEMBER OF THE BUCHANAN TEAM

Sincerely,

Geary M. Buchanan
President

1.20 Quick Reference List / Job Function

| <u>Operations</u> | | | |
|---|---|-----------------------------------|--|
| Job Function | Name | Title | Email / Group |
| Sales & Marketing | Geary Buchanan | President | sales@buchananhauling.com |
| Business Cards / Sales Supplies | Nona Leatherman | Customer Service | nleatherman@buchananhauling.com |
| Operating Authority – Customer Packet | Chad Buchanan (On website also) | Contracts Mgr. | chad@buchananhauling.com |
| Customer Contracts & Rates | Chad Buchanan | Contracts Mgr. | chad@buchananhauling.com |
| Insurance – Certificate Holder | Nona Leatherman | Customer Service | nleatherman@buchananhauling.com |
| Insurance – Additional Insured / Special Language | Chad Buchanan | Contracts Mgr. | chad@buchananhauling.com |
| Rate Quotes (Domestic) | Sales Department | | sales@buchananhauling.com |
| Rate Quotes (Oversize) | Mike Wardzinski Eric Mathison | V.P. Heavy Haul Dispatch | heavyhaul@buchananhauling.com |
| Rate Quotes (Mexico) | Jessica Henry Geary Buchanan | Account Mgr. President | sales@buchananhauling.com |
| Rate Quotes (Canada) | Sales Department | | sales@buchananhauling.com |
| New Agent Prospects/Agent Recruiting | Walt Frederick Chad Buchanan | V.P. Agent Dev. Contracts Mgr. | wfrederick@buchananhauling.com cbuchanan@buchananhauling.com |
| Brokerage Procedures/Policies | Jaclyn Haskell | Logistics Mgr. | jhaskell@buchananhauling.com |
| Carrier Set-Up / Approval | Nona Leatherman | Customer Service | nleatherman@buchananhauling.com |
| Government Traffic | Chad Buchanan | Contracts Mgr. | chad@buchananhauling.com |
| Emergency Breakdowns (Night & Weekends) | Dave Gabet Central Dispatch | Maintenance Mgr | shop@buchananhauling.com dispatch@buchananhauling.com |
| Oversize / Overweight Permits | Mike Wardzinski Eric Mathison Jason Boehm | Pittsburgh – Heavy Haul Dept. | heavyhaul@buchananhauling.com |
| Trailers – Company/Rentals | Rebecca Buchanan Phil Gray | Fixed Asset Dept. | rbuchanan@buchananhauling.com pgray@buchananhauling.com |
| <u>Safety</u> | | | |
| Accident Reporting | Sherry Collins | V.P. Safety | safety@buchananhauling.com |
| Cargo Securement | Dave Lee Sherry Collins | Recruiting Mgr. V.P. Safety | dlee@buchananhauling.com scollins@buchananhauling.com |
| Cargo Claims | Sherry Collins | V.P. Safety | safety@buchananhauling.com |
| Roadside Inspections | Safety Dept. | | safety@buchananhauling.com |
| Drug Screens | Safety Dept | | safety@buchananhauling.com |
| Safety & Log Book Policies | Sherry Collins | V.P. Safety | scollins@buchananhauling.com |
| Licensing | Safety Dept. | | safety@buchananhauling.com |
| Driver Recruiting | David Lee Michael Beiswanger | Recruiting Mgr. Recruiter | recruiting@buchananhauling.com |

Administration

| Job Function | Name | Title | Email / Group |
|------------------------------|----------------------------|----------------------------------|--|
| Driver & Carrier Settlements | Teresa Campbell | Settlements Mgr. | settlements@buchananhauling.com |
| Agent Settlements | Kimberley Brown | Office Mgr. | settlements@buchananhauling.com |
| Credit Checks | Shellie Harrison | Credit Mgr. | credit@buchananhauling.com |
| C.O.D. Policy | Shellie Harrison | Credit Mgr. | credit@buchananhauling.com |
| Trans-Flow Scanning | Kimberley Brown | Office Mgr. | kbrown@buchananhauling.com |
| Proof of Delivery Requests | Lola Bell | Billing Dept. | billing@buchananhauling.com |
| Fuel Tax | Kimberley Brown | Office Mgr. | kbrown@buchananhauling.com |
| Fuel Cards / Trip Advances | Kimberley Brown | Office Mgr. | kbrown@buchananhauling.com |
| Direct Deposit / Pay Cards | Kimberley Brown | Office Mgr. | kbrown@buchananhauling.com |
| Accounts Payable | Rebecca Buchanan | Executive V.P. | rbuchanan@buchananhauling.com |
| Computer Training | Chad Buchanan Phil Gray | Contracts Mgr. Vice President | cbuchanan@buchananhauling.com pgray@buchananhauling.com |

1.30 Agent Expectations

Terminal Agency

BHRI requires terminal agents to complete steps to be completed to qualify for a terminal agency. Failure to full-fill all of the requirements could result in a lower commission rate or termination of agency contract. The requirements for a full terminal agency are listed below.

1. Sales & Marketing – find customers that ship freight.
2. Credit & Collections – obtain credit approval before loading.
3. Contracts & Rates – submit Contracts/Rates to Fort Wayne for approval/filing.
4. Rate Confirmation – all Spot Bid loads require Rate Confirmations
5. Order Entry – email, fax, or directly enter loads in computer (preferred method)
6. Cover Loads – find truck/carrier to haul your freight, pre-assign in computer
7. Dispatch Truck/Carrier – make sure driver/carrier have pick-up/delivery information, directions, phone numbers, pick-up/delivery times, etc.
8. Dispatch/Track – dispatch your loads in computer system in real time and track all loads to avoid service failures.
9. Customer Issues – all agents are expected to provide reasonable assistance to Buchanan Corporate if asked for collections, freight claims, or other problems that arise.

Sales Agency – as agreed

BHRI requires only steps 1 – 5 above to be completed for sales agents. Orders may be phoned, faxed, emailed, or entered directly into the computer system for sales agents. Rate confirmations must accompany every load unless a contract is on file with the billing department.

Buchanan Hauling & Rigging, Inc. many times in an effort to provide support to our agents will do some of the above requirements as time and resources permit. Agents must remember that they are always responsibility for their own loads even if dispatch/brokerage covers the load.

2.10 Traffic / Sales & Marketing

Personnel – Ft. Wayne

Geary Buchanan – President Email: sales@buchananhauling.com

Walt Frederick – Vice President

Chad Buchanan – Agent/Contract Manager

All Corporate management personnel and field managers are dedicated to help agents grow their terminal agency business, assist in customer sales contacts, and owner operator and new agent recruiting.

A dispatcher will be assigned to work directly with new agents as will Chad Buchanan, agent liaison/contracts manager and all Ft. Wayne management personnel to assist in start up business development.

Information will be provided as to:

- Order entry – load information communications to Central Dispatch and to Logistics/Brokerage.
- Establishing rates, contract rates, customer contracts, use of rate confirmation forms, etc.
- Logistics, Brokerage operating procedures.
- Support in providing verbal and written rate / pricing quotes to shippers.
- Forwarding requested operating authorities, insurance certificates to your customers.
- Announcing new terminal agency openings, new personnel / personnel changes, etc. to Ft. Wayne personnel and field personnel.
- National account sales support at corporate headquarters locations.
- Brochures, Business Cards, Promotional Items

BHR is focusing on building an agent network that ensures an opportunity for BHR drivers to meet their earning expectations as well as providing support to agents to meet their own earning expectations. Your leads on new agent prospects would be greatly appreciated and should be forwarded to your assigned dispatcher or BHR management.

2.20 Buchanan Hauling & Rigging/Buchanan Logistics Services / General Information

Buchanan Hauling & Rigging, Inc is a full service transportation company offering truckload dry van, flatbed, LTL, specialized heavy haul, and logistics services covering all locations in the U.S., Canada, and Mexico. Our equipment includes: Flatbed, Stretch Flats, Single Drops, Single Drop Stretches, Double Drops, Removable Goose Necks (RGN), Stretch RGNs, multi-axle up to 13 axle Double Drops.

In addition to our domestic U.S. service we offer thru service into and out of Mexico and Canada. When you ship a piece of equipment into Mexico it will stay on our trailer (no trans-loading) until it is delivered.

Buchanan currently operates three company stores: Fort Wayne, IN, Pittsburgh, PA, and Indianapolis, IN. The Pittsburgh office run the heavy haul fleet that includes 5 Axle – 13 axle RGNs, Wind Trailers, Stretch Trailers, and other specialized equipment. The Pittsburgh office handles all overweight/oversize permits. All permit requests should be directed to the Pittsburgh Heavy Haul office. The Indianapolis office manages our regional dry van fleet. The Fort Wayne terminal manages flatbed, step-deck, and expedite freight along with serving as the central dispatch. Also, the Fort Wayne office houses Buchanan Logistics (Brokerage Division), along with all of the administrative and safety offices.

Full service company operated maintenance facilities are located onsite at both the Fort Wayne and Indianapolis terminals. Owner operators are welcome and encouraged to use them. Shop hourly rate is currently \$60/hour for Owner Operators.

2.30 Contracts & Rates

Personnel – Fort Wayne

Contracts & Rates Department – sales@buchananhauling.com

All customer contracts or other binding agreements must be submitted to Chad Buchanan – Contracts Manager for approval & signature. Also, please forward any current agreed rates that you have with your customers to be kept on file as a rate confirmation. For example, your customer agrees to award you a 100 load project going from point A to point B all loads paying \$1,000/load to be hauled over the next couple months. In this case you can get a single rate confirmation for the entire project and forward to billing instead of 100 individual rate confirmations for every individual load hauled. Remember, Buchanan requires a written rate confirmation verifying charges on all loads.

When setting up new customers they generally also require company specific information in addition to a contract such as safety rating, accident & claim history, safety procedures, sales numbers for current and prior years, dispatch procedures, equipment types & numbers, load tracking procedures, corporate structure, company certifications, contact information, insurance certificates –additional insured/special language, operating authority, freight references to name a few of the most common. This information can be obtained from the contracts department as well.

3.10 Order Entry

Personnel – Fort Wayne

Order Entry – Fax: 260-471-8878 Email: loads@buchananhauling.com

Order entry is the starting point of the operational load and accounting cycle. It is extremely important that your load information is entered into the computer system accurately. Failure to enter accurate information can lead to numerous costly problems such as service failures, out of route miles, assignment of wrong trailer type, driver pay mistakes, etc.

It is Buchanan's requirement that all terminal agents enter their own loads directly into the computer system. Entering loads directly into the computer system greatly reduces the chances for error because information is not being handed to a third party that knows nothing about your specific loads. Also, having computer access allows you to double check your loads. If you are going to be a successful agent at Buchanan learning the computer system is a must. Agents that do not have a computer sign on or have not been trained can continue to send loads by fax or email as long as the information is complete, accurate, and any changes in load status is communicated timely. All sales agents can choose to fax, email, or directly enter into computer just like the terminal agents, but whichever method that is chosen information needs to be complete, accurate, and timely. If you choose to fax or email load information to Buchanan it is preferred that it be on our load information sheet (attached section 8.30). This reduces the likelihood of missing required information plus all information is in a familiar format for order entry to enter.

Computer training manuals explaining how to enter orders & dispatch are available upon request for both McLeod Loadmaster Enterprise and the web interface. The web interface manual is currently available online. For computer training please contact Chad Buchanan or Phil Gray.

Required Minimum Load Information

| | | | | | | | |
|------------------|----------|------|--|------------------|----------|------|--|
| Shipper | | | | Consignee | | | |
| Company Name | | | | Company Name | | | |
| Street | | | | Street | | | |
| City, State, Zip | | | | City, State, Zip | | | |
| Contact Name | | | | Contact Name | | | |
| Phone | P/U Date | Time | | Phone | P/U Date | Time | |

Bill To
 Company Name _____
 Street _____
 City, State, Zip _____

| | | |
|----------------------|---|---------|
| Line-haul _____ | Rate Method (Per 100lbs, Per Mile, Flat Rate) | = _____ |
| Stop-Offs _____ | @ \$ _____ | = _____ |
| Tarp Charge | | = _____ |
| Fuel Surcharge | | = _____ |
| Other _____ | | = _____ |
| (Permits, Detention) | | = _____ |
| | Total Bill | = _____ |

Extra Stop: If applicable
 Customer Name, Address, City, State, Zip

For accounting and driver pay purposes all of the required information is above the line, but if you are looking for help from central dispatch or brokerage to cover your load then the information below needed also. When entering load information just ask your self one question. Is their enough information for another dispatch to cover your load relying solely on your load information entered or sent. If no then add the missing information especially if you are looking for help.

Notes:
 #PCS _____ Weight _____ Commodity _____
 Length _____ Width _____ Height _____ of each piece
 Required Reference #'s _____ (P/U #'s, B/L#, etc.)

Special Notes: no tarp, expedite load, meeting riggers, appointment required, permits required, etc.

3.2 Fuel Surcharge

Buchanan's fuel surcharge is based off of the national average posted by the U.S. Department of energy. Each week, Buchanan issues its current FSC. (If an agent or employee has a question re: the current FSC, please contact our billing department at billing@buchananhauling.com.)

Department of Energy's Web Site:

<http://tonto.eia.doe.gov/oog/info/gdu/gasdiesel.asp>

- All loads that are hauled by a company truck or owner operator must have FSC broken out.
- Below is Buchanan's FSC grid. This must be followed unless the customer has a specific contracted FSC agreement.
- The FSC needs to be broken out properly BEFORE the load is presented to the owner operator and/or driver.
- The FSC for a partial is to be divided between the two loads – WE DO NOT PAY THE FULL FSC ON EACH LOAD.
- Whoever offers the load to the driver/owner operator, is responsible for making sure the FSC is broken out properly.
- Order entry will audit every load and make sure that fuel is carved out accurately.

Buchanan's pricing model is based on properly carving out fuel. It is imperative that agents and employees make sure the fuel is separated properly. Once again – whoever offers the load to the driver/owner operator, is responsible for making sure the FSC is broken out properly.

Buchanan's Fuel Surcharge Grid:

| Low | High | FSC | Low | High | FSC |
|------------|-------------|------------|------------|-------------|------------|
| \$1.36 | \$1.42 | \$0.04 | \$3.18 | \$3.24 | \$0.35 |
| \$1.43 | \$1.49 | \$0.06 | \$3.25 | \$3.31 | \$0.36 |
| \$1.50 | \$1.56 | \$0.07 | \$3.32 | \$3.38 | \$0.37 |
| \$1.57 | \$1.63 | \$0.08 | \$3.39 | \$3.45 | \$0.38 |
| \$1.64 | \$1.70 | \$0.09 | \$3.46 | \$3.52 | \$0.39 |
| \$1.71 | \$1.77 | \$0.10 | \$3.53 | \$3.59 | \$0.41 |
| \$1.78 | \$1.84 | \$0.11 | \$3.60 | \$3.66 | \$0.42 |
| \$1.85 | \$1.91 | \$0.13 | \$3.67 | \$3.73 | \$0.43 |
| \$1.92 | \$1.98 | \$0.14 | \$3.74 | \$3.80 | \$0.44 |
| \$1.99 | \$2.05 | \$0.15 | \$3.81 | \$3.87 | \$0.45 |
| \$2.06 | \$2.12 | \$0.16 | \$3.88 | \$3.94 | \$0.46 |
| \$2.13 | \$2.19 | \$0.17 | \$3.95 | \$4.01 | \$0.47 |
| \$2.20 | \$2.26 | \$0.18 | \$4.02 | \$4.08 | \$0.49 |
| \$2.27 | \$2.33 | \$0.20 | \$4.09 | \$4.15 | \$0.50 |
| \$2.34 | \$2.40 | \$0.21 | \$4.16 | \$4.22 | \$0.51 |
| \$2.41 | \$2.47 | \$0.22 | \$4.23 | \$4.29 | \$0.52 |
| \$2.48 | \$2.54 | \$0.23 | \$4.30 | \$4.36 | \$0.53 |
| \$2.55 | \$2.61 | \$0.24 | \$4.37 | \$4.43 | \$0.54 |
| \$2.62 | \$2.68 | \$0.25 | \$4.44 | \$4.50 | \$0.56 |
| \$2.69 | \$2.75 | \$0.27 | \$4.51 | \$4.57 | \$0.57 |
| \$2.76 | \$2.82 | \$0.28 | \$4.58 | \$4.64 | \$0.58 |
| \$2.83 | \$2.89 | \$0.29 | \$4.65 | \$4.71 | \$0.59 |
| \$2.90 | \$2.96 | \$0.30 | \$4.72 | \$4.78 | \$0.60 |
| \$2.97 | \$3.03 | \$0.31 | \$4.79 | \$4.85 | \$0.61 |
| \$3.04 | \$3.10 | \$0.32 | \$4.86 | \$4.92 | \$0.63 |
| \$3.11 | \$3.17 | \$0.34 | \$4.93 | \$4.99 | \$0.64 |

3.30 Permits & Escorts

OVER DIMENSION PERMITS / HIGH-WIDE HEAVY LOADS

P: 260-471-1877 x 2183 F: 260-399-4490

Email: heavyhaul@buchananhauling.com

Personnel – Pittsburgh

Heavy Haul Department – heavyhaul@buchananhauling.com

BHRI is responsible to issue OD, heavy haul permits and ordering escorts. Any and all issues pertaining to permits, escorts must be directed to BHRI, above. We utilize various permit services/escorts to ensure a response to your needs.

For the process to run smoothly the following information **MUST** be provided on the Permit Request Form (Section 8.4):

- Truck, trailer, unit number, driver name, owner name.
- Origin – Destination, must include addresses
- Accurate commodity description
- Accurate dimensions: length, width, height and weight

THE OWNER OPERATOR/CONTRACTOR IS RESPONSIBLE TO CONFIRM AND VERIFY THE ACCURACY OF DIMENSIONS AND WEIGHT.

The Heavy Haul permit department will work with the contractor to establish the routes of travel.

In case of emergencies, call the above personnel in Heavy Haul.

3.40 Central Dispatch – Fort Wayne

Hours: Daily / 7 days a week / 24 hours a day

P: 260-471-1877 x 2600 - Fax: 260-471-8878

Email: dispatch@buchananhauling.com

Personnel – Fort Wayne

Dispatchers (see attached) personnel listing

BHRI's primary central control is located in Fort Wayne, IN. The function of Dispatch is as follows:

- Offer freight to owner operators/contractors
- Dispatch owner operators/contractors
- Communicate with contractors under loads in transit. Established, required check in times at pickup, in transit and at delivery are clearly explained to all contractors at orientation and 100% compliance is required.
- Contractors are required to have cell phones.
- Schedule pickups and ETA's
- Interact/coordinate with agents and customers.
- Send empty truck list out.

New agents will be directed to coordinate available load information with specific specified Central Dispatch personnel. This Dispatch “guardian” approach will help new agents and BHRI to work together in new agency development.

3.50 Buchanan Logistics / Brokerage Services

Phone: 260-471-1877 x 2601 Fax: 260-918-1722

Email: brokerage@buchananhauling.com

PLEASE MAKE A NOTE OF THESE DIRECT NUMBERS...

Personnel – Fort Wayne

Brokers (see attached) personnel listing

The Logistics/Brokerage Services Group provides an opportunity for our agents to move excess freight or traffic that cannot or will not be moved by BHRI trucks. The Logistics/Brokerage Department has a large qualified and approved carrier base capable of moving van, flatbed, step deck, lowboy, and refrigerated traffic. BHRI provides you with a workable brokerage process and quick pay system to the qualified, approved carrier. You can add additional support to this Department in referring carriers with interest in handling brokered loads to them.

Logistics/Brokerage currently operates with a 50/50 split program: The amount or dollar balance after carrier payment is divided equally, split between the agent and Buchanan.

- Example: Gross revenue \$1000, carrier paid 82%, \$180 divided between agent and Buchanan.

Exceptions or variations to the 50/50 split program must be approved and agreed to by Chad Buchanan.

Carrier Approval – Required Documents: operating authority, signed brokerage contract, W-9, Certificate of Insurance (Buchanan Logistics as certificate holder). Send to brokerage@buchananhauling.com or Fax: 260-918-1722. Carriers must also demonstrate a safe operating history in order to be approved.

3.60 Fuel Card / Cash Advance

Personnel – Fort Wayne

Office Manager – admin@buchananhauling.com

Operations Management – dispatch@buchananhauling.com

During new contractor/owner operator orientation, the features and benefits of the BHRI T-CHEK card / trip advance program will be reviewed in detail.

BHRI utilizes the T-CHEK fuel card systems authorizing specific amounts of fuel to be placed on the card daily by trip dispatch. Fuel can be purchased with the card at over 8000 locations. The current general policy/program authorizes up to 250 gallons of fuel purchased daily and a \$50.00 cash advance daily. A transaction fee using the card is currently \$1.65 fuel-cash combined and \$1.65 cash advance only.

All options using the card will be explained in detail at the contractor orientation.

The BHRI contractor recruiting-orientation –services group will activate your T-CHEK card after orientation. When fueling or receiving a cash advance it is required that you have your T-CHEK card. Having your CDL/drivers license may also be required.

If problems occur, contact your driver manager for assistance. For cash advances during regular business hours ask for Kimberley Brown – Office Manager. Central Dispatch can also help you at any time on routine fuel card issues and advances.

3.70 Maintenance / Emergency Breakdowns

Personnel – Fort Wayne

Fleet Maintenance – shop@buchananhauling.com

Office Manager (Maintenance Advances) – admin@buchananhauling.com

Central Dispatch – (After Hours) - dispatch@buchananhauling.com

Company Trailers

BHRI provides trailers of all types to owner operators and fleet owners at an agreed percentage of line haul revenue. Trailers provided to contractors, agents or fleet owners are to be maintained in a safe and roadworthy conditions. All repairs, tire replacement, and maintenance related issues are to be approved by BHRI prior to any work being done. Should it be determined that the contractor, agent or fleet owner was negligent in the handling of the equipment provided, he/she, could be held liable for the entire repair or full replacement cost of the trailer.

- Rental rates (%) cover all normal wear and tear (tires, brakes and lights)
- Trailer rent remains in effect on each trip basis
- Trailers are required to be greased, brakes adjusted and have a DOT inspection at intervals determined by BHRI.
- All equipment problems must be reported to BHRI shop personnel & assigned driver manager.
- It is the contractor's responsibility to make sure the trailer is registered for States traveled, California for example. If it is not, BHRI will arrange for the temporary permit.
- At the end of your lease you are required to make arrangements to return the trailer to BHRI at a mutually agreed location.
- As a courtesy to your fellow owner operator/contractor, when dropping a trailer that requires new tires or repairs, please advise BHRI accordingly with details.

Company Owned & Operated Tractors/Trailers

Company drivers are to contact a company shop (Fort Wayne or Indianapolis) and assigned driver manager for all equipment problem/breakdowns. The driver will be instructed on what do next. All repairs must be pre-approved.

Owner Operator – Owed Equipment

Repairs can be done anywhere approved by owner of the equipment as long as repairs meet D.O.T. specifications. If needing an advance to pay for repairs prior approval is required from Kimberley Brown during normal business hours or central dispatch during off hours (nights & week-ends).

Note: only emergency breakdowns will be handled during off –hours. All planned or routine maintenance advances must be handled during normal business hours.

4.10 Credit / Collections

Personnel – Fort Wayne

Credit & Collections – credit@buchananhauling.com

The Credit/Collections Department performs very important functions. They approve or reject credit for new customers and they are responsible to collect outstanding receivables with agent support when required. The agent is responsible to check and verify credit with the Fort Wayne office on any new or existing customer. Forms requesting credit checks are available at www.buchananhauling.com or you can email pertinent information to credit@buchananhauling.com. If a credit check is not requested or shipment is moved in spite of rejected credit, the bill to party placed under a COD status only, the agent will be responsible for the freight charges. The agent and owner operator are both responsible for the proper method of payment. **On COD shipments a wire transfer, AMEX, Visa, MasterCard, Com-Chek, or T-Chek are the only acceptable means of payment, we do not accept checks.** Should a COD customer refuse to make payment as required, the contractor must not load or unload the specific shipment. Furthermore, the contractor must contact both the agent of record and central dispatch if any problems are encountered. **Any commission paid on uncollected receivables after 90 days will be charged back to the agent. All agents are expected to monitor their receivables and assist collections to minimize charge backs. Any orders that are billed without a customer rate confirmation the agent assumes 100% liability if order is short paid, not just the commissions.** The only individuals that can over-ride a credit limit would be the President, Geary Buchanan or Dan Rutherford, CFO.

Notice– If credit is not checked or loads are moved in spite of credit denial Buchanan reserves the right to put a 100% freeze on all agent settlement checks until the unapproved customer pays the freight.

Customer List / New Agents

It is suggested that new terminal agents provide the credit department with a list of principal bill to customers. Identify customer name, complete address (street, box#, city, state, zip code, and phone#). The credit department in return will provide credit approval, credit limits to you. Should credit be denied from the initial check, a credit application form should be completed and submitted. Rather than requesting credit approval for customers on an individual basis, one by one, this approval by providing credit with an initial list will save time and eliminate delays and follow ups.

Website

The Buchanan website (www.buchananhauling.com) has a wealth of information and features that will assist agents in staying on top of credit. Listed below are a few of the credit related reports available.

- Agent outstanding receivables report
- Customer available credit

- Automated aging report emailed to agents monthly. (All agents should be receiving this report if not please contact Chad Buchanan.)

- Top customer report

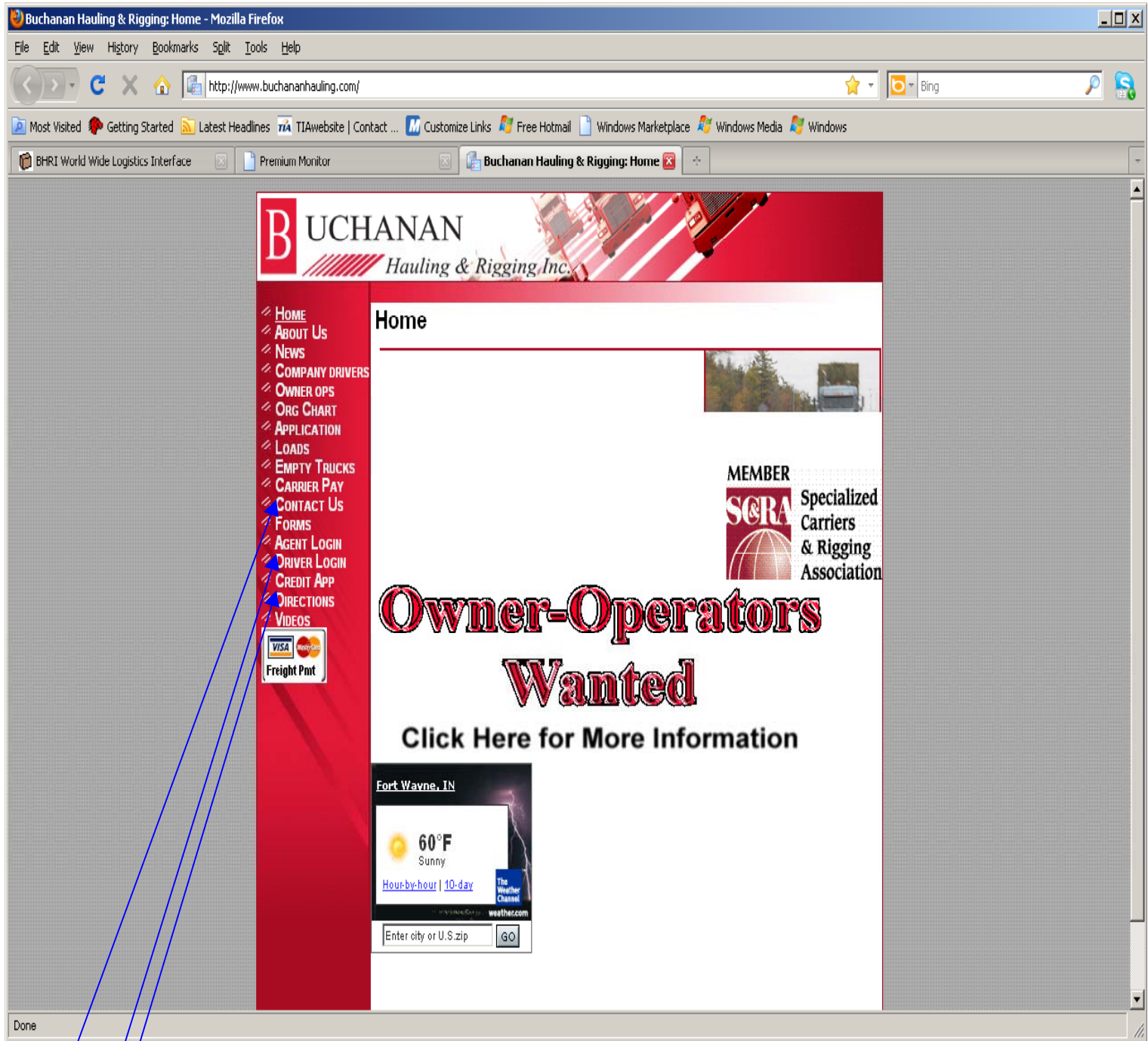
- Monthly revenue by agent

- Carrier pay look-up (Brokerage Carriers can use to look up when they will be paid. On public website www.buchananhauling.com no password needed.)

- Online credit application (Public website: www.buchananhauling.com)

Many other features are on both the public Buchanan Hauling website (www.buchananhauling.com) and the private agent website accessed from www.buchananhauling.com by clicking on “Agent Login.” If you would like more instruction on the features available please contact Phil Gray or Chad Buchanan. Below are a few screen shots of available reports mentioned above.

Buchanan Homepage – www.buchananhauling.com



Credit App – online credit application to be used by agents.

Carrier Pay – allows carriers to look up when they will be paid, check numbers, etc.

Agent Login – login to agent website

Agent Website Homepage



Reports:

** Outstanding Receivables Report

** Top Customer Report

** Monthly Revenue Report

Customer Credit Limits – to access customer credit limits login to the agent website from www.buchananhauling.com then follow below instructions:

1. Once logged in click on the word “General” near the top of the agent homepage.
2. Then go to “Customers” this will display a list of customers to choose from.
3. Once your customer is high-lighted then click on the “View” button. This will display the credit limit, current balance, last pay date, etc.

The screenshot shows the BHRI World Wide Logistics Interface in a Mozilla Firefox browser. The page title is "Buchanan Hauling and Rigging Inc". The navigation menu includes: Home, Admin, Interfaces, Brokerage, Finance, Drivers, Notifications, Imaging, CSR, **General**, Manual, Logout. The user is identified as "User: chadb".

The "Customer Select" form contains the following fields:

- Name:
- City:
- State:
- Customer: (Dropdown menu with options: ADAMS MACHINERY MOVERS (ADAEGA), ADEPT TECHNOLOGIES (ADEHAL), ADL SYSTEMS INC (ADLPMI))
- View:

The "Customer Info" table displays the following data:

| Customer Info | | | | | |
|----------------|-----------------|-------------------|--|----------------|------------|
| Customer | ADL SYSTEMS INC | Mailing Address | P.O. BOX 256 PORTLAND ,MI 48875 0256 | | |
| Credit Limit | \$5,000.00 | Credit Check Date | 04/21/2010 | Balance | \$4,100.00 |
| Average Bill | \$650.00 | Billed Loads | 1 | High Balance | 650.0 |
| Last Bill Date | 05/11/2010 | Last Pay Date | 06/09/2010 | Last Ship Date | 04/21/2010 |

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All rights reserved, Access restricted to approved parties
Portions Copyright © Liberating Insight LLC Fort Wayne IN 46805

4.20 Rate Confirmations

Fax: 260-471-8878

Email: rates@buchananhauling.com

All loads must have a rate confirmation from the customer with the agreed freight rate. An email from your customer-stating pick-up & delivery locations along with the agreed charges is acceptable. The key is to have the agreed charges in writing whether that is a customer generated confirmation, signed Buchanan rate confirmation, or an email from the customer. Below is an example of how a charge back would work if an agent moves a load without a rate confirmation and Buchanan gets short-paid. **Please pay special attention to the illustration below not having rate confirmations could be very costly.**

****No Rate Confirmation Agent Charge Back Example****

| | |
|--------------------------|---|
| Invoice | \$1,000.00 |
| Customer Pays | \$ 800.00 |
| Short – Pay | \$ 200.00 – attempts to collect fail |
| Agent Charge Back | = \$200.00 - not just commission on \$200 short pay!!! |

Question:

What happens under the same scenario as above if agent has a **Signed Rate Confirmation** from the customer?

Answer:

This scenario would result in no agent charge back; only commissions on the \$200 short pay would be at risk if not paid. So by having a signed rate confirmation the agent can cut his or her liability in this example from the full \$200 down to around \$16 assuming 8% commission. A charge back of commission with a rate confirmation would only take place after Buchanan has exhausted every effort to collect and was not successful. Working with established credit worthy customers along with getting rate confirmations for you loads will greatly reduce charge backs leaving more money for all parties.

4.30 Billing

Personnel – Fort Wayne

Billing Department – billing@buchananhauling.com

A freight bill cannot be processed for billing without the following:

- **Signed Bill of Lading – must have three legible signatures from Shipper, Consignee, and Driver.**
- **Trip Number**
- **A rate confirmation sheet unless BHRI has a signed contract already in place with the bill to party/customer**

If this information is not provided to BHRI the trip cannot be invoiced and therefore the contractor and agent cannot be paid. It is very important that all required paperwork be sent to BHRI promptly / timely.

The Billing Dept. strongly suggests that contractors make and keep copies of all trip paperwork that is submitted to BHRI to avoid “lost or missing” paperwork problems.

Trans-flow Scanning

BHRI is now offering trucks-stop scanning through Trans-flow. Trans-flow is a truck stop scanning system that allows drivers to scan paperwork at certain truck stops all over the country. This allows the home office to receive paperwork immediately from the driver allowing for faster billing and settlement to the driver and agent.

Basically you need a cover sheet provided by Buchanan that has a bar code on it. Take your bills to a Pilot or Love’s truck stop and have them scanned at the fuel desk. You must scan each load separately. They will give the driver a receipt verifying what was scanned. We still require the originals to be sent to Fort Wayne. Drivers will get paid off of the scanned paperwork as long as it is a clean copy. Drivers are also encouraged to send logs and fuel receipts through Trans-flow.

4.40 Agent / Driver Settlements

Personnel – Fort Wayne

Settlements Department – settlements@buchananhauling.com

Agent Settlement

Commission Checks are processed once per week. The check will reflect the applicable commission for all billings of the prior week. It is important to note that the commission applies to billed line haul revenue only and therefore does not include the following: permits, escorts, excess insurance premiums, and fuel surcharges.

Loads must be billed before commissions can be paid. The current general practice or policy requires drivers to submit trip paperwork by 12:00 AM on Tuesday in order to be paid on Friday.

Commissions are paid by direct deposit to your bank account or by check.

Driver Settlements

Driver payroll checks are also processed weekly. Owner operators/truck owners can expect to be paid each week on Friday for all paperwork received by 12:00 AM on Tuesday by direct deposit, RPM pay card, or paper check.

Explanation of Settlement Sheets

All settlement information is separated by truck/unit number. Corresponding loads will be listed in detail as well as any deductions that are being charged to the unit. This may include plates, permits, physical damage insurance, bobtail insurance, trip advances, etc. All miscellaneous deductions currently set up for collection are listed for your review, such as escrow, fuel tax, etc.

In reviewing your trip/payroll summary, should you have questions, please contact your payroll representative for clarification.

A sample owner/contractor settlement sheet is attached.

4.50 Sample Owner Operator Settlement Sheet

Appendix 7.75 – Settlement Example

5.10 Contractor / Owner Operator Recruiting / Orientation

Personnel – Fort Wayne

Driver Recruiting – recruiting@buchananhauling.com

The BHRI recruiting and orientation group is multi functional, responsible for contractor retention as well as recruiting and orientation. They interact with Tax & License and Safety Department for matters related to BHRI owner operators, contractors, fleet owners and field agents.

New contractor performance after orientation is checked and double-checked. The handling of contractor complaints, concerns and suggestions for improvement is their responsibility. Contractor opinions, feedback and suggestions are welcomed. Overall responsibilities include:

- Tractor/Trailer requirements, insurance detail (bob tail, physical damage, occupational accident, work comp. etc. is provided
- Checking past employment, schedule physicals, drug tests and orientations.
- Plates, permits, escrow and IFTA.

The Recruiting – Orientation Group schedules new contractor sign on and orientation which is normally done at the Ft. Wayne, IN Corporate Office. Orientation can also be done at designated field locations for multiple groups of drivers domiciled at a field fleet or terminal agency locations.

The orientation will cover all facets of the BHRI operating system. A contractor and truck owner handbook will be issued to new contractors and truck owners. The handbook provides an overview of each department, as well as the process and personnel involved. The orientation is a contractor's opportunity to ask questions, to comment on all issues, and to make suggestions.

The BHRI goal is to partner with new contractors and to have a long-term association. Only by working together can we ensure the success of BHRI, contractors, truck owners and terminal agents.

5.20 Requirements For Leasing On

Buchanan Hauling & Rigging Requirements:

- Three years driving experience
- Safe Driving Experience / 3 year review
- 23 year of age or older
- Copy of CDL
- Copy of form 2290-Proof of Payment of HHUT Heavy Hwy. Use Tax
- Current long form physical
- New annual inspection
- Execute lease – 2 copies
- Drug Test/Screen
- Occupational Accident Insurance or verification of Workers Comp.
- Understanding of current log regulations
- Bobtail Insurance
- Road Test
- Issue of Door Signs/Permits
- Orientation / driver, owner operator handbooks issued
- Review – accident reporting procedure, FMCSR handbook, Co, No passenger policy
- Equipment Titles / proof of ownership / lien holder (tractor/trailer)
- Equipment inventory / chains-straps-safety equipment

FEDERAL / DOT

- Certificate of Compliance (DOT)
 - 12 Month violation & Review (DOT)
 - W-9 (IRS)
- VIDEO
Accident reporting / Logs

5.30 Driver Information / Referral Submission

The Buchanan Hauling & Rigging website (www.buchananhauling.com) has an outline of the basic owner operator and company driver programs offered along with driver application forms. The first step in referring a driver is to get the information required to run an MVR and DAC report to recruiting. The information can be submitted over the web via the “Mini-Application” or by sending an email to recruiting@buchananhauling.com. Phone calls are welcome also, but email and web submissions are preferred.

Below is a driver information sheet that our recruiters use daily to gather pertinent information. The highlighted fields are required to run MVR/DAC reports and operational planning. Your welcome and encouraged to use the form also it helps ensure that you have all information necessary for the safety department to start the driver qualification process. All safety and recruiting forms are available on the Buchanan Hauling & Rigging website (www.buchananhauling.com).



DRIVERS INFORMATION

NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
CELL _____ HOME _____
DOB _____ SSN _____
DVR LICENSE # _____
STATE _____ EXP _____

The # of years of experience do you have on the following trailers:

| | |
|----------------|--------------|
| _____ FLAT | _____ STEP |
| _____ VAN | _____ RGN/DD |
| _____ Oversize | _____ COILS |

Current Employer:

Any Felonies/Misdemeanors: _____

Any Traffic Tickets in the Last 3 years:

List all accidents

Position you are looking for:

O/O Do you have your own trailer : _____
 Company

Type of Trailer Work you are looking to do: Van FB/SD/DD/RGN

Looking for: Regional Local OTR

How often do you like to get home? _____

Do You Have TWIC _____ A Passport _____ Hazmat Qual. _____

Email: _____ Fax #: _____

_____ Date you filled this out _____

How did you hear about us?

5.40 Recruiting Referral Bonus



CURRENT REFERRAL PROGRAM!!!

\$1,00.00 BONUS PAID FOR NEW DRIVER REFERRALS!

PAYOUT:

\$250.00 AFTER 30 DAYS OF BEING AN ACTIVE DRIVER.

\$250.00 AFTER 90 DAYS OF BEING AN ACTIVE DRIVER.

\$500.00 AFTER 120 DAYS OF BEING AN ACTIVE DRIVER

REFERRALS WILL BE AWARDED TO THE FIRST PERSON FROM WHICH BHRI RECRUITING RECIEVES EITHER A "REFERRAL CARD" OR E-MAIL. REFERRAL CARDS SUPERSEDE E-MAIL SUBMISSIONS. NO DOUBLE REFERRALS WILL BE COUNTED (I.E. DRIVER "A" SUBMITS A REFERRAL CARD AND EMPLOYEE "B" SENDS AN E-MAIL).

FLEET OWNERS WILL NOT BE CREDITED FOR REPLACING DRIVERS.

BHRI RESERVES THE RIGHT TO MODIFY OR DISCONTINUE AT ITS SOLE DISCRETION.

ALL PAYOUTS WILL START AFTER THE REFERRED DRIVERS FIRST DISPATCHED LOAD



6.10 Safety & D.O.T. Compliance

Personnel – Ft. Wayne

Safety Department – safety@buchananhauling.com

The Safety Department will review and direct the activities of contractors/owner operators and leased equipment operating under BHR authority to make certain that all federal, state, and local requirements are met and that BHR is operating in a legal and safe manner. Contractors may be contacted directly by the Safety Department when compliance issues are not being followed or to remind them of their responsibility or their need to address one of the following compliance requirements which might include:

- Annual certification of violations
- Random drug tests
- Physical renewals
- Maintenance / Equipment Inspections
- Roadside inspection requirements
- Logs / policy and violations
- Logs / hours of service problems / violations
- CDL renewal

ANYTIME A CONTRACTOR OR AGENT HAS A SAFETY OR COMPLIANCE RELATED QUESTION – ASK – CALL THE SAFETY DEPARTMENT!!

6.20 Cargo Claims / Accident Reporting / Insurance Exclusions

Personnel – Fort Wayne

Safety Department – safety@buchananhauling.com

Cargo Claims

The contractor **MUST** contact BHRI (above) **IMMEDIATELY** to report any information and facts involving a potential cargo claim, regardless of how minor, or any notation of cargo damage placed on the bill of lading/shipping order or on the delivery receipt by shipper or consignee. Based on the contractor's report, the customer and cargo value, BHRI may assign an independent adjuster to investigate the potential claim.

It is of the **UTMOST** importance that contractors properly secure and protect the load while in their possession. **ALL LOADS ARE TO BE TARPED UNLESS OTHERWISE STATED OR NOTED ON THE BILL OF LADING!** Any damage noted by driver caused by shipper or consignee (loading/unloading, etc) should be noted on bill of lading along with signature shipper or consignee signature acknowledging damage.

During owner operator/contractor orientation, cargo securement will be reviewed in detail, manuals issued to drivers for use and reference. Should a contractor or **AGENT** at any time feel that a load to their knowledge or under their control is unsafe for transporting, it is **REQUIRED** that BHRI be contacted before moving the load.

Accident Reporting

BHRI requires their owner operators/contractors to operate their vehicles in a safe professional manner. Unfortunately, accidents may still occur and therefore **PROMPT SPECIFIC ACTION** is required for any BHRI contractor involved in any accident.

ALL ACCIDENTS regardless of how small or how minor **MUST BE REPORTED IMMEDIATELY TO BHRI (SEE ABOVE)**. It is very important to note that advising the truck owner or an agent of an accident does not satisfy the contractor's obligation to advise the BHRI corporate office.

During the new owner operator orientation the complete accident reporting policy and procedure is issued and reviewed in complete detail. All owner operators are issued the owner operator handbook, which includes the BHRI,

accident reporting form to be completed and signed by the owner operator. Owner operators are directed to keep this manual with them at all times. All contractors also receive an accident kit or packet with instructions that are also discussed and reviewed at the new driver orientation. The package includes the emergency phone number card, accident notification card, and the contractor report form. A camera is also provided at orientation for use in photographing the accident scene and details. This camera should also be used to document any cargo damage at loading, unloading or damage incurred in transit.

Cargo Insurance Exclusions

Please be aware of the cargo insurance exclusions when accepting freight. Below is a list items excluded from coverage. Any questions about excluded commodities can be directed to the safety department.

Coverage Exclusions Include But Are Not Limited To:

Property Excluded

- Accounts, bills, currency, deeds, evidences of debt, money, notes, securities, letters of credit, passports, tickets, documents, manuscripts, mechanical drawings, furs and articles made of a trimmed with fur, precious stones, gold, silver, jewelry or other similar valuables
- Livestock, alcohol, beer, liquor, wine, tobacco – cigarettes, cigars
- Household electronics, tvs, stereos
- Non ferrous metals in scrap or ingot form
- Produce, perishables, meat, seafood
- Paintings, statuary, and other works of art
- Property that your transport gratuitously or as an accommodation
- “Target Commodities”
- Any “vehicle” or international container, tarpaulins, fittings, or other equipment used in connection with any “vehicle”
- Contraband of property in the course of illegal transportation or trade

Knowing accepting and transporting cargo that is excluded from Buchanan Hauling & Rigging’s cargo insurance policy or prohibited under Buchanan policy statements/handbooks will result in immediate termination of agency contract. If damages result legal action could be taken against agent.

6.30 CARGO SECUREMENT & PROTECTION

Personnel – Fort Wayne

Safety Department – safety@buchananhauling.com

REFER TO SECTION HEADED CARGO CLAIMS.....

Again, it is the contractor's responsibility to be certain that the cargo is properly loaded and any damage exception is noted and reported to BHRI immediately at time of pickup.

The following is a list of equipment needed to do a proper job of securement with flats, steps, double drops and specialized trailers. This list is minimal only, more equipment would be recommended.

- Headache rack
- 10 chains – 3/8” test – 16’ long and binders
- 3 20’ x 20’ tarps
- 8 coil racks
- 10 or more edge protectors
- 8-10 straps, 4” wide

Again, this subject will be reviewed in detail with new contractors at their orientation.

BHRI REQUIRES THAT ALL LOADS MUST BE SECURED IN COMPLIANCE WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.

6.40 Roadside Inspections

Phone: 260-471-1877 - Fax: 260-918-1724

Email: safety@buchananhauling.com

Personnel – Ft. Wayne

Safety Department – safety@buchananhauling.com

Owner Operators/contractors MUST call the BHR corporate safety department to report an out of service vehicle or a driver violation. This will be discussed in detail at new contractors orientation. Roadside inspection forms must be submitted to BHR Safety within 24 Hours. This includes inspections when no defects were noted.

Proof of correction for repairs must accompany the report. This can be in the form of a repair order, other invoice, or signed contractor statement that he/she made the necessary repairs. All repairs must be made before driving that vehicle the next day.

Out of service vehicles cannot by law be moved from the inspection location until repairs are made to correct the Out of service defect. Contractors may be instructed by the inspector to move the vehicle to a safer location.

Out of service contractors cannot drive again until all conditions of the Out of service order have been met. The driver daily vehicle inspection report (DVR) must note all defects noted on a roadside inspection for that day.

Time spent at a roadside inspection must be logged as On Duty – Not Driving.

6.50 TAX & LICENSING

Personnel – Ft. Wayne

Safety Department (IRP Plates & Permits) – safety@buchananhauling.com

Office Manager (IFTA Fuel Tax) – admin@buchananhauling.com

BHR Tax & Licensing Dept. / Safety will assist owner operators / contractors and will coordinate and work with other involved BHR department to:

- Renew annual contract – leases
- Secure IFTA fuel and authority permits
- Provide operating authority certification
- Secure temporary authority permits
- Replace lost credentials
- Provide assistance with titling related matters
- Assist in IRP licensing
- Issue doors signs – vehicle / unit identification decals
- Answer you questions.....!!!!

BHR TAX REPORTING:

- Processes mileage data
- Processes fuel receipts for credit on taxes paid
- Processes all T-CHECK fueling for credit on tax paid
- Collects all New York and Mass. toll receipts for credit against tax due
- Prepares quarterly bill-back for fuel, mileage and fuel surcharge taxes.

QUESTIONS ??????? ASK!!!!!!

6.60 Fuel Tax

Personnel – Fort Wayne

Office Manager (Fuel Tax Dept.) – admin@buchananhauling.com

NOTE – It is encouraged that fuel be purchased in every state traveled. This will help to lessen the effect of non-IFTA taxes.

Fuel taxes will be processed in the following manner to best serve our owner operator contractors and truck owners.

- In an effort to minimize the fuel tax obligation BHRI will deduct an agreed amount each week from each contractor / owner which is applied to quarterly fuel tax obligations. If it is determined that deductions are less than the quarterly fuel tax, a refund will be issued to the contractor / owner. If a deficit exists additional monies will be taken on the next settlement.
- Fuel tax is calculated on a quarterly basis, enabling credits and debits to offset each other over a 90-day period.
- Each unit is able to determine its own miles per gallon, not to exceed 7 miles a gallon.
- ALL fuel purchases, whether purchased by T-CHEK, cash or credit card, require the contractor, owner operator to turn in the original fuel receipt to BHRI.

Any questions should be directed to the BHRI personnel listed above.....

7.0 Appendix – Forms & Reference Materials

7.10 Credit Application

CREDIT APPLICATION
BUCHANAN HAULING & RIGGING, INC.
4625 INDUSTRIAL ROAD
FORT WAYNE, IN 46825
Email: credit@buchananhauling.com
OFC: (260)471-1877, Extension 2136
FAX: (260) 399-4494

BILLING & BUSINESS INFORMATION

BUSINESS NAME

STREET ADDRESS

CITY

STATE

ZIP

FEDERAL ID NUMBER

SCAC CODE

D & B NUMBER

MC NUMBER

APPLICATION COMPLETED BY

TITLE

DATE

MAILING ADDRESS (if different from business address)

STREET ADDRESS

CITY

STATE

ZIP

()

PHONE

EXTENSION

()

FAX

A/P CONTACT PERSON

EMAIL ADDRESS

WEB ADDRESS

A/PSUPERVISOR

COMPANY PROFILE

CORPORATION _____ PARTNERSHIP _____ LLC _____ SOLE PROPRIETORSHIP _____

DATE YOU STARTED BUSINESS _____ CREDIT REQUESTED \$ _____

HAVE YOU EVER FILED BANKRUPTCY? YES _____ NO _____ IF SO, WHEN? _____

NO. OF EMPLOYEES _____ ANNUAL REVENUE \$ _____

OFFICERS OR PRINCIPALS

NAME TITLE RESIDENCE SSN

NAME TITLE RESIDENCE SSN

NAME PHONE ALTERNATIVE PHONE

(EMERGENCY CONTACT INFORMATION - THIS INFORMATION IS FOR LOAD TRACKING; AFTER HOURS CONTACT NAME & NUMBER)

BANKING INFORMATION

NAME OF FINANCIAL INSTITUTION

STREET ADDRESS

CITY

STATE

ZIP

CONTACT PERSON

TELEPHONE

ATTACH 3 REFERENCES W/ THE FOLLOWING INFO.

NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL ADDRESS

7.20 Rate Tender Agreement

Buchanan Hauling & Rigging, Inc.
4625 Industrial Rd.
Fort Wayne, IN 46825
Phone: 260-471-1877
Fax: 260-471-8878
Email: loads@buchananhauling.com

Load Number: _____
Load Date: _____
Customer Reference #: _____

This notice shall serve as confirmation of specific shipment pricing as per agreement between Buchanan Hauling & Rigging, Inc. and _____ Buchanan Hauling & Rigging, Inc. is a licensed ICC Motor Carrier with contract carrier authority under ICC. Carrier is authorized to transport general commodities. Rates for carrier services shall be as follows:

Commodity: _____ Weight: _____ Length: _____

Height: _____

From City: _____ State: _____

To City: _____ State: _____

| | Rate: | Comments: |
|-----------------------|----------|-----------|
| Line Haul: | \$ _____ | _____ |
| Fuel Surcharge: | \$ _____ | _____ |
| Stop Charges: | \$ _____ | _____ |
| Tarping Charge: | \$ _____ | _____ |
| Detention: | \$ _____ | _____ |
| Truck Order Not Used: | \$ _____ | _____ |
| Accessorial: | \$ _____ | _____ |
| Total: | \$ _____ | |

Governing Publications: Mileage Guide Rules Tariff (PC Miler Practical Miles - Version 15.0)

Customer agrees to pay freight charges to Buchanan Hauling & Rigging, Inc., in full, within (30) days of receipt of freight bill.

Carrier: _____ Customer: _____

Buchanan Hauling & Rigging, Inc.
4625 Industrial Road
Fort Wayne, Indiana 46825
Phone: (260) 471-1877
Fax: (260) 471-8878

Address: _____
City: _____
State: _____ Zip: _____
Phone: _____
Fax: _____

Geary Buchanan
President

Signature: _____
Print Name: _____
Title: _____

MC # - 306359
DOT # - 649444
Fed ID # - 35-2067792

Load # _____

Ordered by: _____

Agent Code _____

SHIPPER

CONSIGNEE

Co. Name _____

Address _____

Contact Name _____

Contact # _____

Additional Stops

Commodity _____

Dimensions _____

Weight _____

Trailer Type _____

Necessary Equipment _____

Important Comments / Pickup #'s, etc.

Rate _____

Billing Address:

(Additional charges: permits, fuel, escorts, etc.)

3rd Party _____ Prepaid _____

Collect _____ COD _____

Preassigned to: _____



Setting the Standard for Safety. One Mile at a Time.

To: Transportation Department

RE: Carrier Packet

Thank you for the opportunity to service your transportation needs. Attached are documents that will assist you in establishing us as one of your carriers. We have included:

- Carrier Authority
- W-9
- Certificate of Liability/Cargo Insurance
- Certificate of Worker's Compensation Insurance

Phone: 260-471-1877

Fax: 260-471-8878

Federal ID# - 35-2067792

MC# - 306359

DOT# - 649444

SCAC – BHRI

Power Units – 200

Equipment Available – Flats, Steps, Double Drops, Dry Van, Specialized

General Email for a Quote – sales@buchananhauling.com

Remit to address: 4625 Industrial Road, Fort Wayne, IN 46825

Transportation Key Contacts:

| | |
|---|--|
| Geary Buchanan, President (260) 471-1877, Ext. 2224 gbuchanan@buchananhauling.com | Jessica Henry, Load Planning (260) 471-1877, Ext. 2123 jhenry@buchananhauling.com |
| Mike Wardzinski, Vice President Heavy Haul (260) 471-1877, Ext. 2182 mwardzinski@buchananhauling.com | Joe Porter, Load Planning (260) 471-1877, Ext. 2147 jporter@buchananhauling.com |
| Chad Buchanan – Manager – Contracts, Rates (260) 471-1877, Ext. 2222 cbuchanan@buchananhauling.com | Jaclyn Haskell, Brokerage Manager (260) 471-1877, Ext. 2126 jhaskell@buchananhauling.com |

NCA
SERVICE DATE
Aug 18, 2000

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

DECISION

No. MC-306359
GEARY BUCHANAN
D/B/A BUCHANAN HAULING & RIGGING CO.
VALPARAISO, IN

REENTITLED

BUCHANAN HAULING & RIGGING, INC.

On Jul 28, 2000, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records changed to reflect a name change.

It is ordered:

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records are amended to reflect the carrier's name as BUCHANAN HAULING & RIGGING, INC. .

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000 or visit our web site at: <http://fhwa-li.volpe.dot.gov/>. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

Decided: Aug 15, 2000

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION.

Terry Shelton, Acting Director
Office Data Analysis & Information Systems

PM-31
(Rev. 1/95)

SERVICE DATE
November 12, 1996

FEDERAL HIGHWAY ADMINISTRATION

PERMIT

MC 306359 P

GEARY BUCHANAN
D/B/A BUCHANAN HAULING & RIGGING CO.
VALPARAISO, IN, US

This Permit is evidence of the carrier's authority to engage in transportation as a **contract carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Service must be performed under a continuing agreement with one or more persons.

JOHN F. GRIMM
Director, Office of Motor Carrier
Information Analysis

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/01/2010

| PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2345 Grand Blvd., Suite 900 Kansas City, MO 64108 | 1-816-421-7788 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | | | | | | | | | | |
|---|---|-----------------------------|--------|---|-------|--|-------|------------|--|------------|--|------------|--|
| INSURED Buchanan Hauling & Rigging, Inc. 4625 Industrial Road Ft. Wayne, IN 46825 | <table border="1"> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL UNION FIRE INS CO OF PITTS</td> <td>19445</td> </tr> <tr> <td>INSURER B: NEW YORK MARINE & GEN INS CO</td> <td>16608</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table> | INSURERS AFFORDING COVERAGE | NAIC # | INSURER A: NATIONAL UNION FIRE INS CO OF PITTS | 19445 | INSURER B: NEW YORK MARINE & GEN INS CO | 16608 | INSURER C: | | INSURER D: | | INSURER E: | |
| INSURERS AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | |
| INSURER A: NATIONAL UNION FIRE INS CO OF PITTS | 19445 | | | | | | | | | | | | |
| INSURER B: NEW YORK MARINE & GEN INS CO | 16608 | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------------|-------|---|---------------|------------------------------------|-------------------------------------|---|--------------|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE | \$ |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| | | EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below | WC0998922 | 01/01/10 | 01/01/11 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTHER |
| | | Y/N <input checked="" type="checkbox"/> N | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |
| B | | OTHER Motor Truck Cargo Reefer Breakdown Included | DC100027 | 10/04/10 | 10/04/11 | Any One Vehicle | 500,000 |
| | | | | | | Cargo Deductible | 25,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Buchanan Hauling & Rigging, Inc.

 4625 Industrial Road

 Fort Wayne , IN 46825

 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *W. Lawrence Biffle*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/10

| | | |
|--|---|--------------|
| PRODUCER Marvin Johnson & Associates 305 Washington St P.O. Box 1849 Columbus, IN 47201 | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED BUCHANAN HAULING & RIGGING INC 4625 INDUSTRIAL ROAD FORT WAYNE, IN 46825 | INSURER A: First Mercury Insurance Company | 10657 |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|-------------|--|-------------------|----------------------------------|-----------------------------------|--|--|
| | | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ | |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | EXIL000429 | 05/15/10 | 05/15/11 | EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$ \$ | |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ | |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PER SCHEDULE ON FILE WITH THE INSURANCE COMPANY.

CERTIFICATE HOLDER

CANCELLATION

****FOR INSURED USE ONLY****

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

E. King

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) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| | 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 Line 1 to avoid backup withholding. For individuals, 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.

| |
|--------------------------------|
| Social security number |
| or |
| Employer identification number |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

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 ▶

Chad M. Buchanan

Date ▶ **10-1-2010**

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**4625 Industrial Road
Fort Wayne, IN 46825**

Phone: 888-544-4285

Fax: 260-918-1722

Attention: New Carrier

Please fax back these items to 260-918-1722.

- **Signed Broker Contract**
- **Signed Expedite Protocol**
- **Certificate of Liability Insurance & Certificate of Cargo Insurance**
(Listing Buchanan Logistics, Inc. as certificate holder)
- **Copy of Authority**
- **W-9**

Thank you

TRANSPORTATION BROKERAGE CONTRACT

THIS AGREEMENT is made and entered into on _____, 20____, by and between Buchanan Logistics Inc. ("Broker") and _____ ("CARRIER").

I.

Recitals

A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangement with various consignors and consignees (the "Customer");

B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

II.

Agreement

1. **TERM.** The term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods: provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating used from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provision included in Appendix A shall apply for each such shipment.

3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and CARRIER shall immediately communicate all occurrences, which would be probable or certain to cause delay, to BROKER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer, and CARRIER shall cause such receipt to be signed by the consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

6. **INDEMNITY.** CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims") including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligation under this paragraph will not apply to any portion of such claim attributable to the tortuous conduct of BROKER.

7. **INSURANCE.** CARRIER shall procure and maintain, at its sole cost and expense, the following insurance coverages:

- (a) Public liability and property damage insurance with a reputable and financially responsible insurance company insuring CARRIER in an amount not less than \$1,00,000.00 (U.S. Dollars) per occurrence.
- (b) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per occurrence. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims.

- (c) CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER, showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody, and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER or all economic loss, including consequential damages that are incurred by BROKER or the Customer for any freight loss, damage or delay of claim. Payments by CARRIER to BROKER or its customer, pursuant to the provision of this section, shall be made within thirty (3) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim.

9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens, which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

10. **PAYMENTS** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's freight bill, bill of lading, clear delivery receipt, and any other necessary billing documents enabling BROKER to ascertain that service has been provided at the agreed upon charge. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of the Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.

12. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

13. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classification and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and endure to the benefit of the parties hereto.

14. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of the Agreement shall continue in full force and effect.

15. **WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege shall not be a waiver of any BROKER's rights or privileges herein.

16. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Indiana and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representative as of the date first above written.

"Buchanan Logistics, Inc."

"CARRIER"



Printed: Chad M. Buchanan

Printed: _____

Address: 4625 Industrial Road

Address: _____

Fort Wayne, IN 46825

Phone No.: 260-471-1877

Phone No.: _____

Fax No.: 260-918-1722

Emergency No.: _____

Email: brokerage@buchananhauling.com

Fax No.: _____

Email: dispatch@buchananhauling.com

FID No.: _____

Dispatch Email: _____

- No carrier can be set up with out Dispatch Email, After Hours # and signed Expedite Protocol.

Communication Protocol

Attention: Carriers

Your dedication to service and extraordinary service history has placed you on our list of carriers able to haul time sensitive freight. All our freight must be maneuvered with this in mind. All drivers must carry two way communication, satellite or cell phone at all times. Failure to comply with these standards could cause removal of your company from our list of eligible carriers. Our rate is above average, and with this pay requires exceptional service.

- ❖ DRIVER WILL CALL INTO BUCHANAN DISPATCH 24 HR FOR LOAD INFORMATION, PLEASE SEE RIGHT HAND CORNER OF CONFIRMATION FOR LOAD NUMBER, DRIVER MUST HAVE IN ORDER TO BE DISPATCHED
- ❖ DRIVER MUST CALL UPON ARRIVAL AT SHIPPER
- ❖ CALL WHEN LOADED WITH BOL INFORMATION
- ❖ CALL INTRANSIT EVERY 4 HOURS FOR NORMAL TRANSIT, EVERY 2 HOURS FOR EXPEDITE.
- ❖ CALL UPON ARRIVAL AT CONSIGNEE
- ❖ CALL WHEN DELIVERED WITH POD NAME.
- ❖ FAILURE TO FOLLOW GUIDE LINES AND NOTIFY BUCHANAN'S OF SERVICE ISSUE WILL RESULT IN RATE REDUCTIONS OF 25%

Driver must call in if unable to make protects at the given moment his judgment warrants failure to protect either at shipper or consignee. The following protocol must be followed:

1. Call Buchanan's 24 hr dispatch with load number and failure to make protects circumstances. If our response team does not react within 30 minutes by giving instructions to driver, go to step two (2).
2. After hours numbers for problem solving team- 260-471-1877 24x 7
3. Emergencies -- Jaclyn Haskell 260-740-7036 / Joel Owen 260-740-1953

** If no response to the number above: as a driver or dispatch, please insist that the dispatch help you problem solve through the situation. This is crucial for both parties, yet our protocol can only work if both parties are willing to work together to provide service that warrants follow up.

Buchanan Signature:



Carrier Signature:

GET PAID QUICKER

We offer two quick pay options. Please initial the option of your choice.

Option #1___ Get paid in 48 hours from the receipt of your invoice, and proof of delivery for only 5%.

Option #2___ Get paid in 7 days from the receipt of your invoice, and proof of delivery for only 2%.

Take advantage of one of our Quick Pay Programs.

- Sign and print your name at the bottom of this page.
- Select Option 1 or Option 2 from above.
- Print 48 Hours Quick Pay or 7 day Quick Pay on the top of your invoice.
- **Return this page, invoice and BOL by email to: settlements@buchananhauling.com or fax to 260-399-4494.**

QUICK PAY PROGRAM



COMPANY NAME

YOUR SIGNATURE, TITLE

PRINTED NAME

DATE



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, DC 20590

SERVICE DATE
April 29, 2004

LICENSE

MC-431807-B

BUCHANAN LOGISTICS, INC
FORT WAYNE, IN

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Angeli Sebastian, Chief
Information Systems Division

BPO

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 400 7th St., S.W., Washington, DC 20590

B. M. C. 85

Approved by OMB
2126-0017
Expires: 09/30/2005
License No.
MC- 43180F

FILER FMCSA
ACCOUNT 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 Buchanan Logistics, INC
of 4610 Industrial Rd H. Wayne IN 46825
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and BANKONE NA
(Name of Trustee)

a financial institution created and existing under the laws of INDIANA
(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 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 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 licensed Property 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.

- 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
- 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.
- 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 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.
- Trustee 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.
- Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
- Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), 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 while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
- 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), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) 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).
- 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.
- 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
- 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 INDIANA, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 05 day of APRIL, 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 Trustor and Trustee have executed this instrument on the 05 day of APRIL, 2004

TRUSTOR
Name Buchanan Logistics, Inc

TRUSTEE
Name BANKONE, NA

Address 4610 INDUSTRIAL Rd Ft Wayne IN 46825

(SEAL)
Address P.O. Box 2345 Ft. Wayne, IN 46803

Telephone No. 260-427-1877

Telephone No. 260-427-8779

By [Signature]
(Signature and Title)

By [Signature]
(Signature and Title)

Witness Kimberley G. Brown

Witness Kimberley G. Brown

Only financial institutions 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



Setting the Standard for Safety, One Mile at a Time.

General Company Information

| | |
|-----------------------------------|--|
| Contact Person | Dan Rutherford, CPA Chief Financial Officer Phone: (260) 399-4406 Fax: (260) 399-4407 Email: dan@buchananhauling.com 4625 Industrial Road, Fort Wayne, IN 46825 |
| Accounts Payable Contact | Rebecca Buchanan Executive Vice President Phone: (260) 399-4402 Fax: (260) 399-4403 Email: rbuchanan@buchananhauling.com Website: www.buchananhauling.com |
| Federal ID # | 35-2067792 |
| Type of Business | Corporation |
| Bank Information | Salin Bank 110 West Main St Fort Wayne, Indiana 46802 |
| Bank Contact | Brad Stanfield Phone: (260) 399-1928 Email: bstanfield@salin.com |
| Bank Account Info | Account Number: 10060506 Routing Number 074014035 |
| Principal Business Activity | Trucking & Freight Brokerage |
| Business Established | 1996 (Incorporated in 1999) |
| DOT # | 649444 |
| MC # | 306359 |
| SCAC Code | BHRI |
| D&B # | 069531197 |
| SIC Code | 4119-14 |
| Annual Gross Revenue | \$35,000,000 - \$40,000,000 |
| Corporate Officers | Geary Buchanan – President Rebecca Buchanan - Secretary |
| Total Employees & Owner Operators | 230 – 240 |
| Financial Statements | Available Upon Request |
| Affiliated Companies | Buchanan Logistics/RB Equipment Corporation/Buchanan Real Estate, LLC. |

Credit References

| | | | |
|--|---|---|---|
| VTI Specialized, LLC 12044 Flagstone Drive Fishers, IN 46037 Phone: (317) 625-2418 Fax: (317) 495-9944 | DPJ Leasing, Inc 8027 E. 47 th Street Indianapolis, IN 46226 Phone: (317) 731-5872 Fax: (317) 731-5875 | Landstar Ranger 13410 Sutton Park Dr. S. Jacksonville, FL 32224 Phone: (810) 794-2454 Fax: (810) 794-7222 | Ormsby Trucking, Inc. P.O. Box 67 Uniondale, IN 46791 Phone: (260) 543-2233 Fax: (260) 543-2842 |
|--|---|---|---|

**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) | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| | City, state, and ZIP code | |
| | 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 Line 1 to avoid backup withholding. For individuals, 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 |
| or |
| Employer identification number |

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 ▶ | Date ▶ |
|------------------|----------------------------|--------|

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

11/21/2010 1333

Owner Operator Paid Settlement Summary
BUCHANAN HAULING & RIGGING, INC

Page 1

For [REDACTED] [REDACTED]
 Driver paid at 68.00 % of order

Check # : D0068509

Check date: 11/12/2010

| Origin | Destination | Loaded | Miles | Tractor | Ship DT | Delivery DT | Gross Pay | Rate | Net Pay |
|--------|-------------|--------|-------|---------|---------|-------------|-----------|------|---------|
|--------|-------------|--------|-------|---------|---------|-------------|-----------|------|---------|

SETTLEMENT 1235919

| | | | | | | | | | |
|-------------|--------------|-----------|-------|------|----------|----------|----------|--------|----------|
| WHITE CLOUD | MI PITTSBORO | IN Loaded | 327.0 | 9002 | 11/01/10 | 11/01/10 | \$423.63 | 68.00% | \$288.07 |
|-------------|--------------|-----------|-------|------|----------|----------|----------|--------|----------|

Order Deductions/Earnings

| Type | Description | Memo | Date | Unit | Rate | |
|--------------------|----------------|------|----------|------|---------|-----------------|
| Earning | FUEL SURCHARGE | | 11/01/10 | 1.00 | 101.370 | \$101.37 |
| Earning | TARP CHARGE | | 11/01/10 | 1.00 | 75.000 | \$75.00 |
| ORDER TOTAL | | | | | | \$464.44 |

SETTLEMENT 1235853

| | | | | | | | | | |
|-----------|------------|-----------|-------|------|----------|----------|----------|--------|----------|
| PITTSBORO | IN JACKSON | MI Loaded | 263.0 | 9002 | 11/02/10 | 11/03/10 | \$633.36 | 68.00% | \$430.68 |
|-----------|------------|-----------|-------|------|----------|----------|----------|--------|----------|

Order Deductions/Earnings

| Type | Description | Memo | Date | Unit | Rate | |
|--------------------|------------------------|------|----------|------|---------|-----------------|
| Earning | FUEL SURCHARGE MILEAGE | | 11/03/10 | 1.00 | 114.000 | \$114.00 |
| ORDER TOTAL | | | | | | \$544.68 |

SETTLEMENT 1236090

| | | | | | | | | | |
|---------|-------------|-----------|-------|------|----------|----------|----------|--------|----------|
| JACKSON | MI ANDERSON | IN Loaded | 192.0 | 9002 | 11/03/10 | 11/04/10 | \$363.56 | 68.00% | \$247.22 |
|---------|-------------|-----------|-------|------|----------|----------|----------|--------|----------|

Order Deductions/Earnings

| Type | Description | Memo | Date | Unit | Rate | |
|--------------------|------------------------|------|----------|------|--------|-----------------|
| Earning | FUEL SURCHARGE MILEAGE | | 11/04/10 | 1.00 | 61.440 | \$61.44 |
| Earning | TARP CHARGE | | 11/04/10 | 1.00 | 50.000 | \$50.00 |
| ORDER TOTAL | | | | | | \$358.66 |

SETTLEMENT 1236156

| | | | | | | | | | |
|------------|------------|-----------|------|------|----------|----------|------------|--------|----------|
| WHITESTOWN | IN SPENCER | IN Loaded | 73.0 | 9002 | 11/04/10 | 11/04/10 | \$1,011.64 | 68.00% | \$687.92 |
|------------|------------|-----------|------|------|----------|----------|------------|--------|----------|

Order Deductions/Earnings

| Type | Description | Memo | Date | Unit | Rate | |
|--------------------|------------------------|------|----------|------|--------|-----------------|
| Earning | FUEL SURCHARGE MILEAGE | | 11/04/10 | 1.00 | 23.360 | \$23.36 |
| ORDER TOTAL | | | | | | \$711.28 |

SETTLEMENT 1235852

| | | | | | | | | | |
|-----------|-----------|-----------|-------|------|----------|----------|----------|--------|----------|
| PITTSBORO | IN SHELBY | OH Loaded | 281.0 | 9002 | 11/04/10 | 11/05/10 | \$612.09 | 68.00% | \$416.22 |
|-----------|-----------|-----------|-------|------|----------|----------|----------|--------|----------|

Order Deductions/Earnings

| Type | Description | Memo | Date | Unit | Rate | |
|--------------------|------------------------|------|----------|------|---------|-----------------|
| Earning | FUEL SURCHARGE MILEAGE | | 11/05/10 | 1.00 | 110.180 | \$110.18 |
| ORDER TOTAL | | | | | | \$526.40 |

Owner Operator Paid Settlement Summary
 BUCHANAN HAULING & RIGGING, INC

For XXXXXXXXXX XXXXXXXXXX
 Driver paid at 68.00 % of order

Check # : D0068509
 Check date: 11/12/2010

| Origin | Destination | Loaded | Miles | Tractor | Ship DT | Delivery DT | Gross Pay | Rate | Net Pay |
|---------------------------|-----------------|-----------|-------|---------|----------|-------------|-----------|--------|----------|
| SETTLEMENT 1236566 | | | | | | | | | |
| CANTON | OH INDIANAPOLIS | IN Loaded | 301.0 | 9002 | 11/05/10 | 11/08/10 | \$556.69 | 68.00% | \$378.55 |

Order Deductions/Earnings

| Type | Description | Memo | Date | Unit | Rate | |
|--------------------|----------------|------|----------|------|--------|-----------------|
| Earning | FUEL SURCHARGE | | 11/08/10 | 1.00 | 93.310 | \$93.31 |
| Earning | TARP CHARGE | | 11/08/10 | 1.00 | 50.000 | \$50.00 |
| ORDER TOTAL | | | | | | \$521.86 |

Driver Deductions/Earnings

| Type | Description | Memo | Date | Unit | Rate | |
|-----------|---------------------------|----------|----------|------|---------|--------------------|
| Deduction | Adv Fees: 9002 AVON OH | 23376956 | 10/30/10 | 1.00 | 1.650 | -\$1.65 |
| Deduction | Advance: 9002 AVON OH | 23376956 | 10/30/10 | 1.00 | 50.000 | -\$50.00 |
| Deduction | Fuel: 9002 AVON OH | 23376956 | 10/30/10 | 1.00 | 305.910 | -\$305.91 |
| Deduction | Adv Fees: 9002 HOLLAND MI | 00248586 | 11/02/10 | 1.00 | 1.650 | -\$1.65 |
| Deduction | Advance: 9002 HOLLAND MI | 00248586 | 11/02/10 | 1.00 | 50.000 | -\$50.00 |
| Deduction | Fuel: 9002 HOLLAND MI | 00248586 | 11/02/10 | 1.00 | 309.900 | -\$309.90 |
| Deduction | Adv Fees: 9002 FREMONT IN | 25441647 | 11/03/10 | 1.00 | 1.650 | -\$1.65 |
| Deduction | Advance: 9002 FREMONT IN | 25441647 | 11/03/10 | 1.00 | 50.000 | -\$50.00 |
| Deduction | Fuel: 9002 FREMONT IN | 25441647 | 11/03/10 | 1.00 | 309.930 | -\$309.93 |
| Deduction | Adv Fees: 9002 EATON OH | 0394598 | 11/06/10 | 1.00 | 1.650 | -\$1.65 |
| Deduction | Advance: 9002 EATON OH | 0394598 | 11/06/10 | 1.00 | 50.000 | -\$50.00 |
| Deduction | Fuel: 9002 EATON OH | 0394598 | 11/06/10 | 1.00 | 224.660 | -\$224.66 |
| | | | | | | -\$1,357.00 |

SUBTOTAL FOR DRIVER DAP2432

| | |
|-----------------------------|--------------------------|
| ORDER PAY: | \$3,127.32 |
| DRIVER DEDUCTIONS/EARNINGS: | <u>-\$1,357.00</u> |
| DRIVER NET PAY: | <u><u>\$1,770.32</u></u> |

Owner Operator Paid Settlement Summary
 BUCHANAN HAULING & RIGGING, INC

For XXXXXXXXXX XXXXXXXXXX
 Driver paid at 68.00 % of order

Check # : D0068509
 Check date: 11/12/2010

| Origin | Destination | Loaded | Miles | Tractor | Ship DT | Delivery DT | Gross Pay | Rate | Net Pay |
|-------------------|--|---------|-------|---------|---------|-------------|-----------|---------|------------------|
| DEDUCTIONS | | | | | | | | | |
| Order Number | Description | | | | | | Unit | Rate | |
| | 2501-FUEL TAX DEDUCTION | | | | | 11/08/10 | 1.00 | 20.000 | -\$20.00 |
| | 2501-TRIP PAK DEDUCTION | | | | | 11/08/10 | 1.00 | 5.000 | -\$5.00 |
| | 2501-2011 PLATES | | | | | 11/08/10 | 1.00 | 100.000 | -\$100.00 |
| | TRUCK LOAN - LEASE 1005 | | | | | 11/08/10 | 1.00 | 149.000 | -\$149.00 |
| | 2501-MAINTENANCE ESCROW | | | | | 11/08/10 | 1.00 | 288.460 | -\$288.46 |
| | 2501-NON-TRUCKING INS. | INSURED | | | | 11/08/10 | 1.00 | 10.380 | -\$10.38 |
| | 2501-PHYSICAL DAMAGE INSURANCE | INSURED | | | | 11/08/10 | 1.00 | 14.420 | -\$14.42 |
| | XXXXXXXXXX OCC ACC INS | INSURED | | | | 11/08/10 | 1.00 | 32.310 | -\$32.31 |
| | 9002-2290 | | | | | 11/08/10 | 1.00 | 10.500 | -\$10.50 |
| | | | | | | | | | <u>-\$630.07</u> |

PAY SUMMARY

| | |
|-----------------------|--------------------|
| ORDER PAY: | \$2,448.66 |
| OTHER EARNINGS: | <u>\$678.66</u> |
| TOTAL GROSS EARNINGS: | \$3,127.32 |
| DEDUCTIONS: | <u>-\$1,987.07</u> |
| NET PAY: | <u>\$1,140.25</u> |

DISPATCH SUMMARY

| | |
|---------------|---------------|
| ORDERS: | 6 |
| MOVES: | 6 |
| LOADED MILES: | 1437.0 |
| EMPTY MILES: | <u>0</u> |
| TOTAL MILES: | <u>1437.0</u> |

ESCROW ACTIVITY

| | | |
|---------------|----------------------|-----------------|
| 2051-00-00-00 | MES - ESCROW | |
| | PREVIOUS BALANCE: | -\$3,920.92 |
| | WITHDRAWALS: | -\$288.46 |
| | DEPOSITS: | \$4,497.84 |
| | NEW BALANCE: | <u>\$288.46</u> |
| 2150-00-00-00 | OWNER OPERATOR ESCRO | |
| | PREVIOUS BALANCE: | \$1,500.00 |

Owner Operator Paid Settlement Summary
BUCHANAN HAULING & RIGGING, INC

Check # : D0068509

Check date: 11/12/2010

For [REDACTED] [REDACTED]
Driver paid at 68.00 % of order

| Origin | Destination | Loaded | Miles | Tractor | Ship DT | Delivery DT | Gross Pay | Rate | Net Pay |
|---------------|--------------------|---------------|--------------|----------------|----------------|--------------------|------------------|-------------|----------------|
|---------------|--------------------|---------------|--------------|----------------|----------------|--------------------|------------------|-------------|----------------|

Please remember to fill out and turn in a Trip Report each week. This helps to insure that you are paid on everything you did for the week. We in payroll still need the Trip Report in addition to the Transflo cover sheets. Thanks for your help.

We are trying to monitor our equipment damages more closely. Victoria, our fixed asset manager, will be tracking any damages and contacting the responsible party to disciss any warranted chargebacks. If a driver/owner op picks up a trailer and notices damage, they are to notify Victoria, otherwise; we will have to assume that the last driver that had the trailer is the one who caused the damage.

Make sure you have 3 signatures on all BOLs (Shipper, Consignee and Driver)

[REDACTED]
[REDACTED]
[REDACTED]

7.80 Company Directory

Org Chart

BUCHANAN HAULING & RIGGING
BUCHANAN LOGISTICS
 ORGANIZATIONAL CHART

Toll Free: 888-544-4285 Phone: 260-471-1877 Fax: 260-471-8878



GEARY BUCHANAN, PRESIDENT EXT. 2224 CELL: (260)410-4496 FAX: (260)399-4401

E-MAIL: geary@buchananhauling.com

REBECCA BUCHANAN, EXECUTIVE VICE-PRESIDENT EXT. 2127 PHONE: (260)399-4402 FAX: (260)399-4403

DISPATCH: EXT. 2600 / LOGISTICS: EXT. 2601

| NAME | TITLE | EXTENSION | CELL | FAX | E-MAIL |
|---|-----------------------|---------------|---------------|---------------|--|
| LOGISTICS | | | | | |
| JACLYN HASKELL | SR LOGISTICS MANAGER | 2126 | (260)740-7036 | (260)918-1722 | jhaskell@buchananhauling.com |
| CHAD MILLER | LOGISTICS BROKER | 2134 | N/A | (260)918-1722 | cmiller@buchananhauling.com |
| JENNY TELLMAN | LOGISTICS BROKER | 2149 | N/A | (260)918-1722 | jtellman@buchananhauling.com |
| JOE BROOKHART | LOGISTICS BROKER | 2256 | N/A | (260)918-1722 | jbrookhart@buchananhauling.com |
| JOEL OWEN | LOGISTICS BROKER | 2274 | (260)740-1953 | (260)918-1722 | jowen@buchananhauling.com |
| ERIC LASH | LOGISTICS BROKER | 2128 | N/A | (260)918-1722 | elash@buchananhauling.com |
| JOHN FORTMEYER | LOGISTICS BROKER | 2143 | N/A | (260)918-1722 | jfortmeyer@buchananhauling.com |
| NICK BERTZ | LOGISTICS BROKER | 2156 | N/A | (260)918-1722 | nbertz@buchananhauling.com |
| AGENT DEVELOPMENT | | | | | |
| WALT FREDERICK | VICE PRESIDENT | (630)585-7684 | (260)410-8455 | (630)585-0567 | wfrederick@buchananhauling.com |
| CHAD BUCHANAN | CONTRACT MANAGER | 2222 | (260)437-8398 | (260)399-4409 | cbuchanan@buchananhauling.com |
| SAFETY, RECRUITING & DRIVER SERVICES | | | | | |
| PHIL GRAY | VICE PRESIDENT | 2132 | (260)740-1253 | (260)399-4413 | pgray@buchananhauling.com |
| SHERRY COLLINS | VP - SAFETY | 2223 | (260)740-9091 | (260)918-1724 | scollins@buchananhauling.com |
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7.95 Acknowledgement Form

By signing below I certify that I have read and understand the Buchanan Hauling & Rigging, Inc. Agent Handbook.

I further acknowledge that this Agent Handbook is intended as a guideline of Buchanan's policies and is not a contract of employment. I understand that management has the discretion to override and/or change these policies without notice. I understand that Buchanan's management is the final authority and their decisions supersede anything in this Handbook.

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