



Family Owned and Operated Since 2003

MC#530917C & 627611B

10041 HWY 65, PO BOX 497 Chillicothe, MO

Office

PH: 660-646-9630 Fax: 660-646-4443

Van Dispatch

Bryan Brotherton: Ex 111 Cell: 660-707-5555 Email: Bryan@BrothertonTrucking.com

Ryan Thrasher: Ex 117 Cell: 816-213-6972 Email: Ryan@BrothertonTrucking.com

Hopper Dispatch

Dirk Robinson: EX 112 Cell: 660-973-1385 Email: Dirk@Brothertontrucking.com

Jeff Lamp: Ex 113 Cell: 660-591-2183 Email: Jeff@Brothertontrucking.com

Christy Shiflett: Ex 118 Cell: 660-646-3202 Email: Christy@Brothertontrucking.com

Warrensburg, MO office.

Hopper Dispatch

John Williams O: 660-422-8111 Cell: 660-233-3850 Email: John@BrothertonTrucking.com

Mitchell, SD Office

Hopper Dispatch

Jeff Shaffer O: 605-999-3476 Email: JeffS@BrothertonTrucking.com

Safety & Compliance

Transol USA, Company Rep: Terry Blake 816-866-3002

Accounting

Karrol Duncan Ex 115

Karrol@BrothertonTrucking.com

Jennifer Hessenflo ex 120

Jennifer@BrothertonTrucking.com

660-646-9630

Insurance Company

PJC Insurance PO

BOX 9750

Springfield, MO 65801

Office: 417-833-3800



&

Brotherton Farms Transportation LLC
10041 HWY 65 N, PO BOX 497 Chillicothe, MO 64601
Phone: 660-646-9630 Fax: 660-646-4443
Www. BrothertonTrucking.com

ACH Authorization Form

I (we) hereby authorize Brotherton Farms Transportation LLC, to initiate credit entries for payment and debit entries if necessary for deposits made in error to the () checking or () savings account that I (we) have provided.

Bank Name: _____

City: _____ **State:** _____ **Zip code:** _____

Routing Number: _____ **Account Number:** _____

This authority is to remain in full force and in effect until Brotherton Farms Transportation, LLC has received written notification from me of its termination in such time and in such manner as to afford Brotherton Farms Transportation, LLC a reasonable opportunity to act on it.

In such even that my account information changes at any time, I will immediately notify Brotherton Farms Transportation, LLC of such change by sending in new documents of the account information, thus giving Brotherton Farms Transportation, LLC reasonable time to make such change. In the event that Brotherton Farms Transportation, LLC is not notified and a payment is sent a fee will be assessed to resend such said payment.

Company Name: _____ **MC#:** _____

Federal ID#: _____

Signature: _____ **Date:** ____/____/____

Print: _____ **Title:** _____

Email address for remittance: _____

**A COPY OF A CHECK OR LEGAL DOCUMENTED PROOF OF THE ACCOUNT MUST BE
SUBMITTED WITH THIS FORM FOR COMPLETE PROCESSING OF THE PAYMENT**

Please return this completed form with a voided check or legal proof of account and a completed current W9 via fax to 660-646-4443 or email to Jennifer@BrothertonTrucking.com



Carrier Packet

Please send back the following documents:

___ Copy of ICC Authority

___ W-9

___ Cargo & Liability insurance with Brotherton Farms Transportation LLC listed as a certificate holder

___ All pages of the contract initialed & signed

___ This page with your equipment info listed below. **This will help us better serve your freight needs.**

___ Trade references , please list atleast 3 references. Do not use CH Robinson, Coyote Logistics or TQL.

Carrier Name: _____

Carrier MC#: _____

Dispatch contacts: _____

Dispatch phone#: _____

After hours phone#: _____

Equipment types: Please select all that your company has on your fleet

___ Van do you have additional equipment ___ Blankets ___ Etrack ___ Straps

___ Hopper ___ Reefer ___ Flatbed ___ Double Drop

Carrier name to Pay: _____

Address: _____ City: _____ State: ___ Zip _____

Federal ID: _____ Is your company Incorporated: Yes / No

Dispatch Email: _____



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

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
May 02, 2008

LICENSE

MC-027011-B

BRYAN BROTHERTON

**D/B/A BROTHERTON FARMS TRANSPORTATION
CHILLICOTHE, MO**

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.

Kathy Weiner, Chief
Information Systems Division

BPO

Carrier Reference's

Brotherton Farms Transportation LLC

10041 HWY 65 N

Po BOX 497

Chillicothe, MO 64601

MC 627611

660-646-9630

Mahnken Trucking

Corder, MO 64021

MC#709389

Contact: Luke Mahnken

(660)-238-6534

H&M Trucking Inc

Omaha, NE 68107

MC#198

Contact: Hopper Dispatch

(402)-431-9410

Mclaughlin Freight Lines

Mediapolis, IA 52637

MC#506313

Contact: Dan or Cody

(319)-394-9263

Lafayette County Logistics

Higginsville, MO 64037

MC#272900

Contact: Don

(660)-584-8883

Midwest Dedicated Services

Smithville, MO 64089

MC#439940

Contact: Jennifer Damm

(816)-390-5927

Autumn Transport Inc

Woodbury, MN 55125

MC#177464

Contact: Dispatch

(800)-328-1405

BROTHERTON FARMS TRANSPORTATION, L.L.C.
BROKER/CARRIER AGREEMENT

This Agreement shall govern the services provided by _____, a licensed motor carrier pursuant to Docket No. MC-_____ (hereinafter referred to as "Carrier") and Brotherton Farms Transportation, L.L.C., a Missouri Limited Liability Company (hereinafter referred to as "Broker"), a licensed freight broker pursuant to Docket No. MC-627611.

1. Broker is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.
2. Carrier shall transport a series of interstate shipments arranged by Broker pursuant to carrier load confirmation sheet(s) included herewith or subsequently incorporated by reference.
3. The relationship of Carrier to Broker is that of an "independent contractor". By this Agreement the parties do not contemplate or intend to provide for a division of profits between or among Carrier, Broker and/or any Shipper, or to clothe Broker and/or any Shipper with joint control over Carrier's performance of services rendered pursuant to this Agreement, or to otherwise create any *de facto* or *de jure* joint venture, joint enterprise or partnership between or among Carrier, Broker and/or any Shipper. Under no circumstances shall employees or agents of Carrier be deemed to be employees or agents of Broker or any Shipper, nor shall Broker nor any Shipper be liable or responsible for any wages, fees, payroll taxes, assessments or other expenses related to the employees or agents of Carrier.

4. Obligations of Carrier:

A. Carrier shall not subcontract any Services to any third parties without giving prior notice to Broker and receiving the advance written consent of Broker. No such subcontracted services shall affect in any way the obligations of Carrier to Broker pursuant to the terms and conditions of this Agreement. All costs of rendering services pursuant to this Agreement (including compensation of subcontractors as well as payment of all taxes or other governmental assessments imposed on Carrier) shall be the sole and exclusive responsibility of Carrier. This prohibition against subcontracting shall not apply to any person leased to Carrier pursuant to the provisions of 49 C.F.R. Part 376.

B. Carrier shall issue a bill of lading for property it receives for transportation under this Agreement and shall be liable to the person entitled to recover under that bill of lading; that liability shall be for the full and entire loss or damage cause by Carrier to the property covered by said bill of lading. Failure to issue a bill of lading shall not be the same as a carrier's liability under federal law, 49 U.S.C. §11707.

C. Carrier shall maintain the following insurance coverages at Carrier's expense:

I. cargo insurance in an amount at least equal to the value of any load carried by Carrier, but in no event less than Twenty-Five Thousand Dollars and No Cents (\$25,000.00) For Bulk Commodities and One Hundred Thousand Dollars and No Cents(\$100,000.00) for All other dry goods.;

II. public liability insurance in the amount of not less than those required by applicable laws, state or federal; and

III. workers compensation insurance as required by state law.

Carrier shall provide to Broker Certificates of Insurance for said coverages, or insurance policies providing thirty (30) days advance²

written notice of cancellation, which shall state the amount and terms of coverage.

D. Carrier's liability shall commence when cargo begins to be loaded at point of origin and terminate when it has been completely unloaded at point of destination.

E. Carrier shall hold Broker harmless and defend Broker against any and all loss or damage claims on each and every shipment transported by Carrier pursuant to this Agreement, from any and all liability, costs and/or damages arising out of Carrier's operations hereunder, including but not limited to road, fuel and other taxes, fees or permits related to the shipments transported by Carrier as arranged by Broker.

F. Signed confirmation of load acceptance must be returned by Carrier to Broker within twelve (12) hours of being tendered to Carrier, including rates to be charged and paid for each load.

5. Obligations of Broker:

A. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's load confirmation sheet or other signed writing upon receipt of payment from Shipper.

Carrier must submit proof of delivery with invoices to Broker as agent for the Shipper, within ten (10) days of delivery. Broker shall make payment to Carrier within thirty (30) days of receipt of the original bill of lading from point of origin and proof of delivery from point of destination, legibly signed, dated and approved before delivery.

B. Broker shall not ask or encourage Carrier to violate and federal, state or local law or regulation applicable to the services performed by Carrier pursuant hereto. Carrier shall confirm to Broker through driver

logs and available hours, its ability to deliver the tendered load on time.

C.Broker shall maintain at its expense a surety bond/trust fund in the amount of Ten Thousand Dollars (\$75,000) and file evidence of the same with the Federal Motor Carrier Safety Administration (FMCSA).

6. Governing Law: Except as prohibited by federal law, all disputes regarding this Agreement shall be resolved according to the law of the State of Missouri.

7. Jurisdiction: In the event either party shall elect to institute any litigation against the other party arising out of this agreement or the relationship between the parties, the Parties agree that the sole venue for said litigation shall be the Circuit Court of Livingston County, Missouri.

8. Confidentiality and Non-Compete Agreement: Neither party shall, except to the extent allowed by law, disclose to any third parties (other than freight bill providers, prospective capital providers and outside professionals who agree in writing to similar terms of confidentiality) any of the terms of this Agreement, or any confidential or proprietary information either party shall learn about the other in the course of performing this Agreement, including but not limited to, software, business methods, customer lists, or the rates, valuation, origin, destination, consignee identity for any shipment transported pursuant hereto. During the term hereof Carrier shall not, directly or indirectly, solicit or accept other freight hauling business from any direct customers of Broker with whom Carrier has not previously done business. For a period of one (1) year after the end of the term hereof, Carrier shall not solicit or accept freight hauling business from any Shipper for whom Carrier has hauled freight as arranged by Broker pursuant to this Agreement. The parties agree that damages for violation of this provision being difficult, if not impossible to calculate, that Broker shall be entitled to injunctive relief to enforce the terms of this provision.

9. Attorneys Fees: In the event of litigation to enforce or interpret the terms hereof, the prevailing party shall be entitled to an award of attorneys fees and costs as determined by the Court.

10. Law and Integration. This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. General principles of federal transportation law apply.

11. This Agreement shall be for an indeterminate period of time; either party may terminate this Agreement upon thirty (30) days written notice delivered by registered mail, or delivered in person.

CARRIER: _____

By: _____
Its: _____
Address: _____
Telephone: _____
Fax: _____
MC# _____
Federal ID# _____

BROKER: Brotherton Farms Transportation, L.L.C.,
By: Boyer - Brotherton
Its: Broker Agent
Address: 10041 N HWY 65 Chillicothe, MO 64601
Telephone: 660-646-9630
Fax: 660-646-4443
MC# 627611

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

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 the "Name" line 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

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

Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.