



CARRIER REGISTRATION INSTRUCTIONS

The outline below is provided to assist you in completing the Contract Carrier Registration Process for Butler Transport, Inc.'s Brokerage Division. Please note that all items listed below are required to complete the registration process. Additionally, any items not on file may cause delays in the processing of invoices and are considered a prerequisite to payment. Should you have any questions about the registration process or your company's status please contact us.

I. All Freight Bills Must Be Supported by the Following Documents:

Note 1: All Signed AND Unsigned ORIGINAL Bills of Lading and Receipts are to be returned to Butler Transport, Inc., Brokerage Division, 347 N James St., Kansas City, KS 66118.

Note 2: Faxes or Copies may NOT be acceptable. Please check with your representative to ensure acceptance. Several Customers require Original Documents (Bills of Ladings and Receipts) as a prerequisite to freight bill processing and payment.

Note 3: To insure prompt payment, please reference the unique Order Number assigned to the shipment on your invoice.

II. Insurance Requirements:

Minimum Insurance Requirements to meet Contract Carrier Agreement Obligation are:

CARGO INSURANCE:	\$75,000.00
AUTO LIABILITY:	\$750,000.00
WORKMEN'S COMPENSATION:	Statutory Minimum

The certificate must be mailed directly to the Butler Transport, Inc. Brokerage Division and must name Butler Transport, Inc. as a certificate holder subject to a thirty (30) day cancellation notice.

Please state on the certificate if any commodities or perils are excluded from the policy.

Butler Transport, Inc., Brokerage Division should be notified of any changes in your insurance coverage and/or status as they occur and no products that are excluded, or that do not have adequate insurance coverage, are to be transported.

NOTE: A 6% non-refundable penalty may be charged for non-compliance with insurance requirements.

III. Contract Carrier Agreement (signed without exception or notation).

IV. Certificate of Carrier Contract Operating Authority.

V. Form W-9 (completed and signed).

VI. DOT Safety Rating Certificate ("Satisfactory" Rating Required).

VII. SCAC Certificate Letter of Registration.

Thank you for choosing Butler Transport, Inc., Brokerage Division and for your timely delivery of this load. Please call us in the future when your trucks are empty.

Butler Transport, Inc.
Brokerage Division

CONTRACT CARRIER AGREEMENT

THIS CONTRACT CARRIER AGREEMENT (the “Agreement”) is effective as of the last signed date set forth on the signature page of this Agreement (the “Effective Date”).

BETWEEN: Butler Transport, Inc.
347 North James Street
Kansas City, KS 66118-1140
(Hereinafter referred to as “BROKER”)

AND: _____

(Hereinafter referred to as “CONTRACTOR”).

WHEREAS, BROKER, a property transportation broker registered with the United States Department of Transportation, Federal Motor Carrier Safety Administration (“DOT”) to operate pursuant to Docket No. MC212216, is interested in engaging CONTRACTOR to provide certain transportation and other related incidental services (the “Services”) for the shipment of BROKER’S customer’s (individually the “Customer” and collectively the “Customers”) cargo in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR is highly skilled and has the registrations, expertise and qualified personnel necessary and desires to perform such services for BROKER and the Customers;

NOW THEREFORE, in consideration of the mutual promises described herein and for other good and valuable consideration, BROKER and CONTRACTOR hereby agree as follows:

Article I. Transportation Services

- 1.1. **Engagement of Services,** BROKER, from time to time in its sole discretion, may arrange for the transportation of shipments by CONTRACTOR for the Customers who shall be third party beneficiaries of CONTRACTOR’S obligations under this Agreement. This Agreement is intended to be non-exclusive to the parties; however, when transporting the cargo of a Customer, CONTRACTOR shall in all cases devote the applicable vehicle to the exclusive use of BROKER and/or such Customer.
- 1.2. **No Liens: Impound,** CONTRACTOR shall not withhold delivery of any freight due to any dispute with Broker regarding freight charges or otherwise. CONTRACTOR shall not have any lien, and hereby waives and releases its right to any statutory and common law liens which it might otherwise have upon any cargo transported or stored by CONTRACTOR or in the possession of CONTRACTOR pursuant to this Agreement. If CONTRACTOR’S equipment is impounded for any reason, CONTRACTOR shall pay all expenses associated with immediate release of the shipment from impound.
- 1.3. **Applicability of 49 U.S. Code Section 14101(b).** To the extent applicable, BROKER and CONTRACTOR agree that this Agreement is entered into pursuant to 49 U.S. Code Section 14101(b) for the purpose of providing and receiving specified services under specified rates and conditions, and hereby expressly waive, pursuant to 49 U.S. Code Section 14101(b), to the extent that they conflict with this Agreement, any and all rights and remedies under Part B, Subtitle IV, Title 49 U.S. code and any similar or equivalent rights and remedies allowed under 49 U.S.C. Section 14101 and under any applicable Canadian federal, provincial or territorial legislation or regulations.
- 1.4. **Carrier Obligations.** CONTRACTOR represents and covenants to BROKER and the Customers as follows:
 - (A) Carrier Operating Authority:
 - (i) If CONTRACTOR operates on USA territory, CONTRACTOR is:
 - (1) A motor carrier registered with the DOT, or
 - (2) An intrastate motor carrier and is registered, if required, with the applicable State in the U.S. where CONTRACTOR operates.
 - (ii) If CONTRACTOR operates on Canadian territory, CONTRACTOR is:

- (1) An extra-provincial truck, as that term is defined in the Motor Vehicle Transport Act 1987 (Canada) and holds a valid safety fitness certificate (“NSC Certificate”) issued by each Canadian provincial or territorial authority where CONTRACTOR’S vehicles are base-plated, and is not barred, suspended or otherwise impeded from conducting inter-provincial or extra-provincial transportation of cargo by order of any provincial or territorial transport board, ministry, agency or tribunal in any Canadian jurisdiction where CONTRACTOR operates.
 - (2) If CONTRACTOR operates into, in, across or out of the Province of Ontario and its vehicles are base-plated in Ontario or outside of Canada, CONTRACTOR shall hold a valid Commercial Vehicle Operator Registration (“CVOR”) issued by the Ministry of Transportation of Ontario.
 - (3) If CONTRACTOR operates into, in, across or out of the Province of Quebec, and its vehicles are base-plated in Quebec or outside of Canada, CONTRACTOR shall be validly registered with the *Commission des transports du Quebec* as an owner or operator of heavy vehicles and hold a valid Registration Identification Number (“RIN”).
- (B) CONTRACTOR’S Safety Rating:
- (i) CONTRACTOR will maintain, at all times during this Agreement, a “Satisfactory” DOT safety rating if CONTRACTOR’S safety has been rated by the DOT.
 - (ii) If CONTRACTOR operates into, in, across or out of the Province of Ontario, and any of CONTRACTOR’S vehicles are base-plated in Ontario or outside of Canada, CONTRACTOR will maintain a carrier safety rating that is “Satisfactory – Unaudited” or better in Ontario,
 - (iii) If CONTRACTOR operates into, in, across or out of the Province of Quebec, and any of CONTRACTOR’S vehicles are base-plated in Quebec or outside of Canada, CONTRACTOR will maintain a “*Satisfaisant*” carrier safety rating in Quebec, and
 - (iv) If CONTRACTOR owns or operates any vehicles that are base-plated in any Canadian province or territory outside of Ontario and Quebec, CONTRACTOR will maintain a “Satisfactory” carrier rating in each such province or territory.
 - (v) If, at any time during this Agreement, CONTRACTOR’S safety rating in any U.S. or Canadian jurisdiction changes from “Satisfactory” to “Conditional”, CONTRACTOR shall immediately provide BROKER with written notification of that fact and of action which CONTRACTOR has taken or will take to ensure the safety of CONTRACTOR’S operations and to correct the change in CONTRACTOR’S safety rating and BROKER reserves the right to terminate this Agreement immediately. If CONTRACTOR’S safety rating changes to “Unsatisfactory”, CONTRACTOR shall immediately provide BROKER with written notification of that fact and cease all operations involved with the movement of freight for BROKER and Customer. BROKER reserves the right to terminate this Agreement immediately in the event that CONTRACTOR receives a safety rating that is less than “Satisfactory”.
- (C) CONTRACTOR agrees to furnish documents to BROKER evidencing its operating authority, registrations, and safety fitness certificates.
- (D) If handling trans-border shipments, CONTRACTOR must have an authorized carrier code issued by the Canada Border Services Agency.
- (E) If CONTRACTOR provides cross-border Services between Canada and the United States, then at all times in connection with such cross-border Services, CONTRACTOR shall at its sole cost and expense, provide competent, licensed personnel who are eligible for entry, exit and re-entry into the United States and Canada, free from any record of criminal, customs, immigration or other offenses which might prevent or delay such entry, exit or re-entry, and who are in possession of an unexpired United States or Canada passport or such other valid photo identification and documentation as may be required by the immigration and border security laws, regulations and policies of the United States and Canada, as applicable. Moreover, at BROKER’S request from time to time, in connection with cross-border Services to be provided to a specific Customer or Customers, CONTRACTOR shall, at its sole cost and expense provide:
- (i) Confirmation that it is, or will take steps to become, a certified member of the Customs-Trade Partnership Against Terrorism, that it has signed or will take steps to sign, a memorandum of understanding with the Canada Border Services Agency in connection with the Partners in Protection program, and/or that it is, or will take steps to become, a Customs Self-Assessment approved carrier, and

- (ii) That CONTRACTOR'S drivers who hold a valid Free and Secure Trade ("FAST") Commercial Driver Card with photo identification.
- (F) CONTRACTOR shall, at its sole cost and expense, provide competent, licensed personnel to operate CONTRACTOR'S truck tractors, trailers, motor vehicles and other equipment and to perform the Services for any/all cargo (including, if applicable, hazardous materials or "dangerous foods", as that term is defined in the *Transportation of Dangerous Goods Act, 1992* (Canada)) from the point of origin to the point of delivery. While at/on Customer's facilities, CONTRACTOR'S employees and agents will strictly adhere to all of the Customer's rules, including without limitation posted speed limits, safety and security regulations, and access, smoking and concealed weapons prohibitions.
- (G) CONTRACTOR shall, at its sole cost and expense, provide motor transportation equipment and pay all maintenance and repair expenses and all administrative expenses (such as licenses, permits, tolls and taxes) in connection with the use and operation of such equipment to perform the Services. CONTRACTOR shall comply with all applicable United States, Canada, and Mexico federal, state, provincial and local laws, by-laws, ordinances, rules and regulations. CONTRACTOR shall ensure that CONTRACTOR'S trailers offered for loading of cargo to be transported under this Agreement, interior and exterior (conditions permitting), shall be clean, odor-free, dry, leak proof and free of contamination and infestation. CONTRACTOR'S trailers offered for loading of cargo to be transported under this Agreement shall never have been used to transport refuse, garbage, trash or hazardous waste.
- (H) CONTRACTOR shall protect and preserve all cargo and shall safely transport all cargo with prompt and reasonable dispatch in accordance with the scheduled pickup and delivery requirements of BROKER and the Customers; to the extent reasonably possible, inspect the loaded shipment to determine that it has been satisfactorily loaded in full compliance (in the case of shipments into, in, across or through Canada) with National Safety Code Standard 10 – Cargo Securement, determine that the loaded shipment is ready for transport, and deliver such loads at delivery points in the same condition as received.

1.5 **Subcontractor and Interline Carriers.** This Agreement is entered into with CONTRACTOR as a carrier, not as a broker. CONTRACTOR shall NOT interline or subcontract to other carriers shipments tendered to CONTRACTOR under this Agreement without the prior written consent of BROKER. CONTRACTOR shall not "transfer" its obligations to a sister or affiliate company without prior written consent of BROKER. Brokering, assigning or interlining any shipment contemplated under this Agreement shall not be done by CONTRACTOR under any circumstance without the prior written consent of BROKER. Should CONTRACTOR broker, assign or interline any shipment contemplated under this Agreement without prior written consent of BROKER, such action by CONTRACTOR shall release BROKER, Customer and Consignee from any obligation of payment to CONTRACTOR. Payment by BROKER regarding such a shipment shall not constitute waiver of this provision with respect to any other shipment.

- (a) In the event any portion of the Services contemplated by this Agreement is interlined or subcontracted, with or without BROKER'S written consent, by CONTRACTOR to another carrier, CONTRACTOR shall remain responsible to BROKER for full and proper performance of the obligations of CONTRACTOR under this Agreement as if all of such Services were performed directly by CONTRACTOR (including, but not limited to compliance with all applicable United States, Canada and Mexico federal, state, provincial and local/municipal laws, by-laws, ordinances, rules and regulations, DOT and other safety ratings and registrations, insurance required by this Agreement, adherence to all Customer rules and requirements, and indemnification required by this Agreement).
- (b) CONTRACTOR shall be solely liable for payment of any compensation due CONTRACTOR'S interlined or subcontracted carrier(s) for any Services performed pursuant to this Agreement by such interlined or subcontracted carrier(s) at the direction of CONTRACTOR. CONTRACTOR agrees to defend, indemnify and hold BROKER and the Customers harmless from any and all compensation due CONTRACTOR'S interlined or subcontracted carrier(s) for performance of any Services pursuant to this Agreement.

Article II. Customer Specific Addenda

2.1 **Customer Specific Addenda.** BROKER and CONTRACTOR may enter into one or more Customer specific written addenda executed by BROKER and CONTRACTOR (a "Customer Specific Addendum") to this Agreement for the purpose of amending this Agreement to add provisions, which will be applicable to a specific named Customer. If any

provision contained in a Customer Specific Addendum to this Agreement conflicts with any provision contained in this Agreement, the provision contained in the Customer Specific Addendum to this Agreement shall govern.

Article III. Shipment Procedures

- 3.1 **Shipment Tendering and Acceptance.** BROKER will send CONTRACTOR a shipment tender via Electronic Data Interchange ("EDI"), Facsimile ("FAX"), BROKER'S Internet Connectivity ("INET") or Electronic Mail ("E-MAIL") with the following minimum information: BROKER'S order number, origin, destination, pickup and delivery dates and times. CONTRACTOR will acknowledge the acceptance of the shipment tender through an EDI process, a signed and returned FAX, an INET process or an E-MAIL.
- 3.2 **In-Transit Communication.**
- (a) CONTRACTOR, as its sole cost and expense, will provide BROKER with shipment status updates including, without limitation, through EDI, INET, E-MAIL and/or telephone ("PHONE"). Information communicated in this manner shall include: (1) notification upon arrival for at scheduled pick-up location(s), (2) notification upon the time the pick-up is effective, (3) notification daily by 8am CST each day the shipment is in-transit, (4) notification upon arrival at scheduled delivery point(s), (5) notification when the time the delivery is completed, (6) Bill of Lading information and any and all exceptions to such, (6) notification of any special service requirement and similar matters. All of these status updates must be completed within **two (2) hours** of event occurrence if between 8am and 5pm CST. If after hours, then CONTRACTOR shall report to BROKER no later than 8am CST the following business day. In addition, BROKER may require multiple daily in-transit shipment status updates, which are in addition to the updates specified above.
 - (b) CONTRACTOR agrees to notify BROKER by PHONE and CONTRACTOR'S insurers in accordance with applicable insurance policies, as soon possible, in the event any of the following occurs in connection with a shipment to which this Agreement applies: (1) any action on the part of a government authority (e.g. Customs) or of an accident, spill, theft or other occurrence, which has caused or could cause loss of all or part of a shipment; (2) damage to all or part of a shipment; (3) delay in CONTRACTOR'S making a complete delivery to the consignee or refusal of all or part of a shipment; (4) notation of any overage, shortage and/or shipment damage at time of delivery of a shipment; and/or (5) loss or damage to other property or injury to or death of person(s).
- 3.3. **Shipping Documentation.** All cargo transported by CONTRACTOR pursuant to this Agreement shall be deemed to be transported under the terms of the Uniform Straight Bill of Lading; For shipments originating in the Province of Ontario, by a Bill of Lading that is in compliance with uniform conditions of carriage set forth in Regulation 643/05 under the *Highway Traffic Act* (Ontario) or, upon repeal of such Regulation, by an successor, comparable or equivalent Regulation; and for shipments originating elsewhere in Canada, by a bill of lading that is satisfactory to BROKER and that is in compliance with any applicable local legislation or regulation that is comparable in effect to Regulation 643/05 under the *Highway Traffic Act* (Ontario), (each, a "Bill of Lading"), and such other documentation as may be required by BROKER.

Unless otherwise specified by BROKER, the Bill of Lading shall be completed as follows:

- (a) CONTRACTOR shall be shown as the carrier, the shipper shall be shown as the consignor and the receiver shall be shown as the consignee.
- (b) For each pickup, CONTRACTOR will sign the Bill of Lading, which will serve as prima facie evidence of receipt of the shipment by CONTRACTOR in good order and condition, except as otherwise noted on the face of the Bill of Lading.
- (c) Upon delivering a shipment, CONTRACTOR will obtain a signature and a noted delivery date from the consignee on the Bill of Lading. Any discrepancies including, but not limited to, shortage, damage and/or missing or broken seal shall be noted by CONTRACTOR or consignee on the Bill of Lading at time of delivery.
- (d) Each Bill of Lading or other shipping document for a shipment originating in Canada shall be deemed to include the following statement on the face of the Bill of Lading or document: "A written agreement exists which alters the terms and conditions of this document."
- (e) The parties agree that the limitations of liability set forth in the Bill of Lading shall not apply to carriage under this Agreement

Article IV. Rate, Charges and Terms

- 4.1 **Rates.** Rates shall be contracted rates, which shall be established by BROKER and CONTRACTOR through mutually agreed lane rates or through spot rates. In no event shall either party's tariff rates apply. Spot rates shall be communicated by BROKER to CONTRACTOR via EDI, FAX, INET or EMAIL. CONTRACTOR will acknowledge the acceptance of the rate in writing or by actual acceptance of the tendered shipment. The rates, charges and terms set forth in this Agreement, I a lane rate schedule or in a spot rate confirmation, are incorporated into this Agreement by reference and shall apply to the exclusion of any different rates, charges or terms which may be referred to in a Bill of Lading, conditions of carriage, carta de porte, delivery receipt, rules circular, tariff (whether filed, published or independently determined) or other shipping document. BROKER will pay CONTRACTOR for its performance of Services in accordance with such rates, charges and terms. BROKER shall be solely responsible in determining the applicable miles, if such applies, in the rating of any shipment contemplated under this Agreement. Such miles may be calculated by BROKER by utilizing the shortest miles option of its current version of ALK and Associates PC Miler and/or BROKER'S Tariff Miles or other references or sources available.
- 4.2 **Payment Procedures.** CONTRACTOR will invoice BROKER upon the completion of Services. Each invoice will reference BROKER'S order number. Broker requires that along with CONTRACTOR'S invoice that CONTRACTOR attach the original (or, with BROKER'S authorization, a true and complete copy of the original) Bill of Lading, Shipping Order, Shipping Document, Packing Slip, Delivery Receipt and Proof of Delivery, along with all other shipment related documentation, to BROKER. Such attachment(s) and documentation are a prerequisite to payment consideration of CONTRACTOR'S invoice.

CONTRACTOR must send invoices and required documents to BROKER at the address below:

MAIL: Butler Transport, Inc.
347 North James Street
Kansas City, KS. 66118-1140
Attn: Brokerage Accounts Payable
FAX: 913-321-2367

1. Payment Terms: BROKER shall pay invoices on or before forty five (45) days following the receipt by BROKER of the invoice and requested documentation.
2. CONTRACTOR agrees that no penalties, interest or late charges will be assessed against BROKER for any late payments. CONTRACTOR further agrees that it shall look solely to BROKER for payment for any Services rendered under this Agreement, and expressly waives any statutory or common law rights which it may otherwise have to look to any Customer, or any other party, for such payment. CONTRACTOR shall not, in any event, contact any Customer, consignor, consignee or other parties regarding payment of any freight bill or any other payment matter whatsoever without the prior express written consent of BROKER. CONTRACTOR acknowledges that any difference between the amounts BROKER pays CONTRACTOR and collects from a Customer for Services rendered under this Agreement represents BROKER'S compensation for its services. CONTRACTOR must advise BROKER by FAX, E-MAIL or other verifiable method of any and all accessorial charges or other charges incurred, in excess of and/or in addition to those agreed and set forth in any spot rate, confirmation or tender, within **two (2) hours** of event occurrence if between 8am and 5pm CST. If after hours, then CONTRACTOR shall report to BROKER by 8am CST the following business day. Failure to provide such information in a timely manner as directed herein may result in the failure of BROKER to collect for such charges and, therefore, payment of such additional charges or accessorial charges or reimbursement of expenses to CONTRACTOR will not be made. In any event, charges not invoiced to BROKER by CONTRACTOR within ninety (90) days of date of Service will be deemed waived by CONTRACTOR.
- 4.3 **Overcharges and Undercharges.** Any action at law by CONTRACTOR or by BROKER (for itself or for a Customer) to recover undercharges or overcharges pertaining to the transportation and related services provided by CONTRACTOR under this Agreement, shall be commenced not more than six (6) months after CONTRACTOR'S delivery of the subject shipment.

Article V. Insurance

- 5.1 **Insurance Coverage.** At all times during the term of this Agreement, CONTRACTOR shall maintain, at its sole cost and expense, with reputable and reliable insurance underwriters that have an AM Best rating of B+, V or better (for

