

BOYD LOGISTICS, LLC	
3275 HIGHWAY 30	
CLAYTON, ALABAMA 36016	
SHIPPER NAME	
SHIPPER LOCATION	
ITEM	RULES AND PROVISIONS WHICH GOVERN THIS CONTRACT
900	<p>APPLICABLE REFERENCE NOTES</p> <p>Mileage used for calculating rates and freight charges is Rand McNally HHG Carriers Bureau Committee, Agent, Mileage Guide 17, HGB 100-E.</p>
Note A	The rates in this contract for this shipper take precedence over any rates which this carrier may publish. This contract and the rates contained in it will automatically terminate without notice if Shipper fails to tender loads covered by the rate schedule for any consecutive 360 day period.
Note B	Truckload Maximum Weight: 48,000
Note C	Truckload Minimum Charge: \$600.00
Note D	Stop Charge: Up to 3 stops may be made for the purpose of partial loading and/or unloading. Charge for the 1st stop: \$150.00, 2nd stop: \$225.00, 3rd stop: \$300.00, excluding the final. These charges are in addition to all others.
Note E	Tarp Charge: \$50.00 if protective service is requested.
Note F	Arbitrary Congestion Charge: All shipments destined to or stop-off in NY zip codes 100 - 108, 110 - 119 (Westchester, NYC 5 boroughs, Long Island) will be subject to an additional \$400.00 Arbitrary Congestion Charge.
Note G	<p>Detention of Equipment - Vehicles With Power Units</p> <p>(1) There will be 1 hour of free time allowed after truck arrives and is made available for loading and/or unloading. Loading and/or unloading at more than one location at or on the premises of consignor or consignee shall constitute one vehicle stop.</p> <p>(2) When the delay extends beyond the 1 (one) hours of free time, a charge of \$85.00 per hour or any part thereof will be applied, maximum of \$600.00 per each 24 hr period.</p> <p>Detention of Equipment - Vehicles Without Power Units: After 12 hours, the charges for detaining a trailer will be assessed for each additional 24 hours or parts thereof. Charges are: \$100.00 for the 1st and 2nd 24 hour period, \$125.00 for the 3rd and 4th 24 hour periods or parts thereof, and \$150.00 for each succeeding 24 hour period or part thereof. There will be a \$75.00 strike interference charge per day.</p> <p>Layover Charge when customer requires and agrees for driver to layover: \$600.00</p>
Note H	Team Transit Time Requirements: When customer requests and carrier accepts an expedited load that can be safely and legally delivered nonstop and/or by relay, requiring more than one driver, an additional charge of \$.25 per mile will be applicable.
Note I	<p>Guaranteed Delivery Charges: When Boyd Brothers accepts a load that can be safely delivered in the requested time frame, Boyd Brothers guarantees a "Just In Time" delivery arrival within 30 minutes of the guaranteed delivery time.</p> <p>If the shipment arrives late, the freight payer will be reimbursed up to, but not exceeding, the amount of the freight bill for any inconvenience incurred by the late delivery. Boyd Bros accepts no liability other than the amount of the freight bill. Guaranteed delivery charge: 150% of applicable rate, minimum charge \$2.25 per mile.</p>
Note J	Collect On Delivery Shipments will not be accepted. If carrier is given a C.O.D. shipment without being told it is C.O.D when the load is tendered, Carrier will not be responsible for collecting the funds. If Carrier does collect the funds, there will be a \$200.00 charge.
Issued:	Customer Signature:

BOYD LOGISTICS, LLC.
3275 HIGHWAY 30
CLAYTON, ALABAMA 36016

Shipper Name
Shipper Location

ITEM	RULES AND PROVISIONS WHICH GOVERN THIS CONTRACT
Note K	<p>Equipment Ordered But Not Used: When carrier is requested to perform transportation services and dispatches equipment to a point designated, in accordance with the instruction of the party ordering the equipment, and the instructions to the carrier are later changed and the equipment not used due to no fault of the carrier, except "acts of God", a charge of \$1.40 per mile, from the point from which dispatched via shortest practical route, subject to a minimum charge of \$250.00 will be made for the empty miles traveled in connection with the equipment ordered not used.</p>
Note L	<p>Over Dimension Shipments: charges for O.D. shipments are as follows: Widths 8.7 feet to 10 feet..... 150% of applicable rate Lengths 48.1 feet to 60 feet 150% of applicable rate Where height of shipment loaded in or on the vehicle is 13 feet or more measured from ground level and/or the weight of the shipment loaded in or on the vehicle is 80,000 lbs. or greater, charges shall be 300% of applicable rate. Over Dimension charges are applicable only when permits are required by states through which the shipment must travel. Permit charges shall be \$40.00 per state traveled, with the exception of Kentucky, which is \$75.00. When a shipment is over dimension in any combination, the highest rate or charge shall apply.</p>
Note M	<p>Reconsignment Or Diversion / Redelivery / Refused Or Unclaimed Requests for the above must be made or confirmed by party responsible for freight charges, unless consignee agrees in writing, to pay the additional reconsignment fee. The rates to be applied on shipments reconsigned, diverted, redelivered, refused and/or unclaimed privileges are rates in effect on the date of the shipment, and charges shall be determined on the basis of the distance from the origin to final destination via the reconsignment or diversion point or points. An additional charge of \$100.00 will be made for each reconsignment, redelivery, diversion or refusal.</p>
Note N	<p>Special Services - Additional Equipment: If a shipper tenders a shipment which requires the carrier to rent and/or purchase additional equipment (other than standard equipment as listed below) to insure safe transportation of such shipment carrier will advance all rental and/or purchases for such equipment and charges will be billed to the shipper or the party requesting such equipment. Standard equipment for our tractor trailer units are: 8 chains, 8 binders, 8 coil racks, two 24' X 30' lumber tarps, eight 4" X 4" X 4' beveled timbers, 10 nylon straps, and 8 coil mats, 4' X 8" X 1/2".</p>
Note O	<p>Fuel Surcharge: During periods of rapid escalation in diesel fuel prices, Boyd Brothers may, at its discretion, institute a fuel surcharge program using the Dept. of Energy Diesel Fuel Index National Average with a beginning price of \$1.110 per gallon. Each Monday afternoon the D.O.E. updates their Index. For each \$.05 per gallon change in the index price, the F.S.C. rate will change by 1%. The change will be effective on loads shipped after 12:01 AM Tuesday.</p> <p style="text-align: center;">See attached Fuel Sur Charge Addendum</p>

Issued:

Customer Signature:

PROPOSAL/SCHEDULE

Shipper:
Carrier: Boyd Logistics, LLC

From:

TO STATE	ZIP CODES	Rate Per Mile	TO STATE	ZIP CODES	Rate Per Mile
AL			ND		
AR			NE E	680 - 681, 683 - 689	
AZ			NE W	690 - 693	
CA N*	936-961		NH		
CA S	900-935		NJ		
CO			NM		
CT			NV		
DC			NY E	100 - 129, 133 - 139	
DE			NY W	130 - 132, 140 - 149	
FL N	320-328, 335-337, 344, 346-347		OH		
FL S	329 - 334, 338 - 342, 349		OK E	730-731, 734, 740-741, 743-749	
GA N	300-303, 305-309, 311		OK W	735-739	
GA S	304, 310, 312-319		OR		
IA			PA E	169-196	
ID			PA W	150-168	
IL			RI		
IN			SC		
KS E	660 - 662, 664 - 675		SD		
KS W	676 - 679		TN E	376-379, 385	
KY			TN C	370-374, 384	
LA N	710-712		TN W	375, 380-383	
LA S	700-708, 713-714		TX NE	750-757, 760-764, 766-767	
MA			TX SE	733, 758, 759, 765, 770-779, 786, 787, 789	
MD			TX W	768-769, 780-785, 788, 790 - 799, 885	
ME			UT		
MI N	486 - 487, 496 - 499		VA		
MI S	480 - 485, 488 - 495		VT		
MN			WA		
MO			WI N	539-549	
MS N	386-389, 397		WI S	530 - 535, 537 - 538	
MS S	390-396		WV		
MT			WY		
NC E	275-285				
NC W	270-274, 286-289				

\$600 Minimum Charge

Stop Charge: **\$150**. 1st stop, **\$225**. 2nd stop, **\$300**. 3rd or more stops, excluding final.

48,000 Pounds Maximum Weight

\$50 Tarp Charge if protective service is requested.

Detention Charge: **\$85.00** per hour after **1** free hour to load or unload.

Fuel Surcharge : Boyd Logistics Scale

See Item 900, Notes A thru O for additional rules and explanations.

Issued:

Effective:

Boyd Logistics, LLC.

CUSTOMER CONTRACTUAL AGREEMENT

, hereinafter designated as "SHIPPER", and
Boyd Logistics, LLC., 3275 Highway 30, Clayton, AL 36016, hereinafter designated
as "CARRIER", have agreed as follows:

ONE: SHIPPER agrees to deliver to the CARRIER for transportation in accordance with the terms hereof, not less than one (1) truck load annually. Failure to do so will automatically terminate this contract and cancel any and all rates associated with this contract.

TWO: SHIPPER shall pay CARRIER full compensation for services to be performed by CARRIER and the promise herein made by CARRIER under the terms of the Rate Schedule made a part hereof. CARRIER may collect its freight charges from CONSIGNEE of the shipment involved. SHIPPER will pay freight charges within 15 days of receiving invoice.

THREE: (A) The CARRIER agrees to assume in transporting property of or for the SHIPPER, liability for loss, damage and injury, and said liability to exist from the time of receipt of any said property by the CARRIER until proper delivery has been made. Claims must be filled within nine (9) months of delivery and will be handled in accordance with the Code of Federal Regulations (49 C.F.R.) Part 370.

FOUR: It is expressly understood and agreed that any assignment of this contract by the CARRIER without the written consent of the SHIPPER having first been obtained, shall be void and of no effect. Either party may cancel this contract by giving the other party thirty (30) days notice in writing at the home office address. Until so cancelled this agreement is to remain in full force and effect except that neither party herein shall be held liable for failure to perform any of the terms and provisions thereof when such failure to perform is occasioned by acts of God, fires, strikes, Federal or State Legislation or regulation or circumstances and conditions beyond the control of the parties.

FIVE: This contract cancels and supplants any and all other written or oral agreements and understandings for the transportation between the CARRIER and the SHIPPER.

This contract shall become effective the _____ day of _____, 2009 .

Executed in duplicate this _____ day of _____, 2009 .

Boyd Logistics, LLC.

By: _____
Steve Beving
Vice President of Logistics

Boyd Logistics, LLC.

FUEL SURCHARGE

SUPPLEMENT TO CONTRACT AGREEMENTS ISSUED BY

Boyd Logistics, LLC
AND

Due to the volatility of fuel prices that exists, by issuance of this supplement, Boyd Logistics, LLC. institutes a fuel surcharge. Using the Department of Energy's "Retail On-Highway Diesel Fuel Prices" and a benchmark price of \$1.20 per gallon for diesel fuel, the following scale has been implemented. For each incremental cent per mile increase in the D.O.E. national average index, which is posted every Monday (http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report.asp), the fuel surcharge rate will change by one (1) cent per mile and will be effective on loads shipped after 12:01 A.M. Tuesday. The cent per mile to be calculated on the total loaded miles.

FUEL COST/ GALLON		CPM	FUEL COST/ GALLON		CPM
FROM	TO	FSC	FROM	TO	FSC
\$1.200	\$1.249	0.03	\$2.400	\$2.449	0.27
\$1.250	\$1.299	0.04	\$2.450	\$2.499	0.28
\$1.300	\$1.349	0.05	\$2.500	\$2.549	0.29
\$1.350	\$1.399	0.06	\$2.550	\$2.599	0.30
\$1.400	\$1.449	0.07	\$2.600	\$2.649	0.31
\$1.450	\$1.499	0.08	\$2.650	\$2.699	0.32
\$1.500	\$1.549	0.09	\$2.700	\$2.749	0.33
\$1.550	\$1.599	0.10	\$2.750	\$2.799	0.34
\$1.600	\$1.649	0.11	\$2.800	\$2.849	0.35
\$1.650	\$1.699	0.12	\$2.850	\$2.899	0.36
\$1.700	\$1.749	0.13	\$2.900	\$2.949	0.37
\$1.750	\$1.799	0.14	\$2.950	\$2.999	0.38
\$1.800	\$1.849	0.15	\$3.000	\$3.049	0.39
\$1.850	\$1.899	0.16	\$3.050	\$3.099	0.40
\$1.900	\$1.949	0.17	\$3.100	\$3.149	0.41
\$1.950	\$1.999	0.18	\$3.150	\$3.199	0.42
\$2.000	\$2.049	0.19	\$3.200	\$3.249	0.43
\$2.050	\$2.099	0.20	\$3.250	\$3.299	0.44
\$2.100	\$2.149	0.21	\$3.300	\$3.349	0.45
\$2.150	\$2.199	0.22	\$3.350	\$3.399	0.46
\$2.200	\$2.249	0.23	\$3.400	\$3.449	0.47
\$2.250	\$2.299	0.24	\$3.450	\$3.499	0.48
\$2.300	\$2.349	0.25	\$3.500	\$3.549	0.49
\$2.350	\$2.399	0.26	\$3.550	\$3.599	0.50

ISSUED:

EFFECTIVE:

Steve Beving, V. P. of Logistics

Shipper