



PH: (208) 887-6800 FAX: (208) 887-9329

MC # 554171

SCAC: BBLO

Bank: Home Federal
(800) 871-9505

FEIN # 20-0892621

D&B # 160160409

Bond: Oasis Capital #24550
(530) 722-9130

Carrier References

CWST Transportation

18362 Franklin Rd
Nampa, ID 83687
PH: (208) 284-4774
FX: (208) 465-5393

United Hauling

PO Box 1219
Caldwell, ID 83606
PH: (208) 455-1650
FX: (208) 455-1692

Central Oregon Truck

PO Box 1169
Prineville, OR 97754
PH: (800) 394-0222
FX: (541) 416-2041

System Transport, Inc.

PO Box 3456
Spokane, WA 99220-3456
PH: (800) 541-4213
FX: (509) 625-3979

MAIL INVOICES TO: Boise Boys Logistics
PO Box 93
Meridian, ID 83680



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
March 17, 2006

LICENSE

MC-554171-B

BOISE BOYS, INC
D/B/A BOISE BOYS LOGISTICS
MERIDIAN, ID

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.

A handwritten signature in black ink, appearing to read 'Angeli Sebastian'.

Angeli Sebastian, Chief
Information Systems Division

BPO

B.M.C. 85

Oasis Capital, Inc.

Account No: 24550

Approved by OMB
2125-0570
FILER FMCSA
License No.
MC-554171

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 Boise Boys, Inc. dba Boise Boys Logistics of P.O. Box 93 Meridian ID 83680 as TRUSTOR (hereinafter called Trustor), and Oasis Capital, Inc., a financial institution created and existing under the laws of California, 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 provisioning 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 supply of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, 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.

1. 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.
2. 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.
3. The parties hereto acknowledge and certify that said trustee shall exclusively manage the security and trust fund, so herein set forth, and shall have legal title to the security and trust fund pursuant to the terms and conditions as 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.
4. 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.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay; up to a limit of Ten Thousand Dollars (\$10,000.00), directly to the 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 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.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand (\$10,000.00), Trustor shall, within (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).
8. 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.
9. 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 fund agreement with the completed notice of cancellation at the FMCSA's Washington DC office. The Trustee and/or Trustor specifically agree to file such written notice of cancellations.

10. 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 California to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 28th day of February 2006, 12:01 pm, standard time, at the address of the Trustor as started 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 arrange 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, of the said Trustor and Trustee have executed this instrument on the February 28, 2006.

TRUSTOR

TRUSTEE

Name: Boise Boys, Inc. dba Boise Boys Logistics

Name: Oasis Capital, Inc.

Address: P.O. Box 93
Meridian ID 83680

Address: 1 Centerpointe Drive Suite 210
La Palma, CA 90623

Phone No: (208) 887-6800

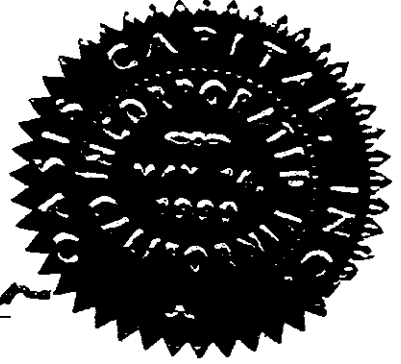
Phone No. (714) 991-3867

By: *H. Corp. Sec*
(Signature and Title)

By: *J. Warren*
Jennifer L. Warren, President

Witness: _____

Witness: _____



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 obligation 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 CANCELLED 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

BOISE BOYS LOGISTICS

CARRIER PROFILE

COMPANY:		PHONE:	
DBA:		FAX:	
PHYSICAL ADDRESS:			
CITY:	STATE:	ZIP:	
MAILING ADDRESS:			
CITY:	STATE:	ZIP:	

AUTHORITY: COMMON <input type="checkbox"/> CONTRACT <input type="checkbox"/> BROKER <input type="checkbox"/>		MC #s:	
SSN/EIN:		US DOT #:	
INSURANCE AGENT:		PHONE:	
# OF TRUCKS:	# OF REEFERS:	# OF FLATS:	# OF VANS:
SPECIALIZED EQUIPMENT:		PREFERRED LANES:	

NAME & TITLE OF PERSON COMPLETING FORM:	DATE:
--	--------------

BROKER – CARRIER CONTRACT AGREEMENT

Agreement made and entered into between **BOISE BOYS, INC.** dba **Boise Boys Logistics**, an Idaho Corporation, operating under FMCSA Broker MC# 554171, hereinafter referred to as BROKER, and _____, an authorized carrier engaged in the business of transporting property in interstate commerce pursuant to authority of MC# _____, hereinafter referred to as CARRIER.

1. BROKER shall offer to CARRIER a minimum of one shipment each year this agreement remains in effect. Rates will be negotiated at the time of shipment but all such oral agreements shall be reduced to writing. In the absence of a formal rate confirmation, submission of a freight bill by CARRIER to BROKER shall be sufficient to satisfy this requirement. CARRIER will provide special service or assigned equipment, as required by BROKER.
2. CARRIER authorizes BROKER to invoice and collect from shipper, consignee, or other responsible payor all applicable freight charges as agent for and on behalf of the CARRIER.
3. BROKER shall pay CARRIER for each invoice submitted for services rendered hereunder not more than thirty (30) days after presentation, provided such invoice is accompanied by originals of all necessary shipping documentation, including weight tickets if required, bills of lading, and delivery receipts.
4. CARRIER will provide BROKER with evidence of public liability and cargo insurance in a principle amount not less than that amount required by current regulations of the Federal Highway Administration, and shall have no exclusions or restrictions that would not be accepted by the Federal Highway Administration for a filing under the statutory requirements pertaining to common carriers, and shall, in all respects, be identical to the cargo insurance filed in accordance with the statutes and regulations. CARRIER shall also provide BROKER with evidence of or exemption from workman's compensation insurance. CARRIER hereby agrees to indemnify and save harmless the BROKER for any and all claims for death or injury to any persons. BROKER shall be shown as a certificate holder on each policy of insurance.
5. CARRIER shall be solely and exclusively liable for all cargo loss, damage, shortage or claims arising from the transportation of any commodities under the terms of this agreement. Such liability shall begin at the time cargo is loaded upon carrier's equipment at point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party. The liability shall be for the full value of the item, which shall be understood to mean the replacement cost of the lost or damaged item(s). CARRIER acknowledges that claims are to be handled in accordance with FMCSR Part 370, with authority for said regulations being derived from 49 U.S.C. 13301 and 14706 and 49 CFR 1.73, and any such amendments to said regulations and codes. CARRIER shall also be solely and exclusively liable for all legal liability claimed or arising from the transportation of any commodities under this agreement.

6. CARRIER acknowledges that the relationship between CARRIER and BROKER is non-exclusive and is at all times that of an independent contractor and CARRIER accepts all responsibilities as such. CARRIER is responsible for bearing the cost of and maintaining all registrations, licensing, permits, and fuel taxes as are necessary for the legal operation of a motor carrier.
7. CARRIER warrants that it is not operating under a conditional or unsatisfactory safety rating and that CARRIER complies with all federal, state, and local regulations and statutes pertaining to the operation of a motor carrier within said jurisdictions. BROKER cannot load a CARRIER with an ISS score greater than 74.
8. CARRIER agrees to only utilize equipment and personnel under his/her exclusive use and control. Brokering of loads tendered to CARRIER is strictly forbidden and shall be cause for immediate cancellation of this contract.
9. CARRIER agrees that it shall not back solicit any shipper, receiver, or consignee with whom it's initial cognizance of is a direct result of CARRIER's relationship with BROKER. Any such back-solicitation shall be cause for the BROKER to seek damages in the amount of fifteen (15) percent of any revenues collected as a result of said solicitation for a period of one year from date of initial back-solicited haul with individual shipper, receiver, or consignee. BROKER shall also be entitled to recover any legal fees and collection costs incurred in attempt to secure such damages under the terms of this contract.
10. This agreement shall be interpreted under the laws of the State of Idaho.
11. This contract shall supersede and apply in lieu of all conflicting tariffs and/or contracts.
12. This agreement shall be effective for an initial term of one year, commencing on the date signed by the parties and shall automatically renew for successive one year periods unless cancelled earlier by either party upon thirty days written notice of intent to cancel.
13. All notices to be delivered or deliverable under this agreement shall be in writing and sent by certified or registered mail to:

BROKER:

Boise Boys, Inc
P.O. Box 93
Meridian, ID 83680
(208) 887-6800 PH
(208) 887-9329 FAX

CARRIER:

Agreement entered into on this _____ day of _____, 2009.

By: Tracy Fries
Tracy Fries
Boise Boys, Inc
Corporate Secretary

By: _____



CARRIER: Please sign below indicating your authorization of this request and forward to your insurance agent. We must have a certificate of insurance on file showing Boise Boys Logistics as a certificate holder prior to loading your truck. Thank you for your prompt attention to this matter.

TO INSURANCE AGENT: _____

FAX #: _____

Please issue certificate holder status to:

Boise Boys Logistics
PO Box 93
Meridian, ID 83680
(208) 887-9329 FAX

Carrier Name: _____ MC #: _____

Authorized by: _____

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 ▶	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,