

HERITAGE

Trucking Inc.

535 E. McKellips Rd, Suite 117; Mesa, AZ 85203 • Office: (480) 222-8100 • Fax: (480) 464-8879

Welcome to Heritage Trucking!

As a subhauler and contract partner with Heritage Trucking, work standards, policies and procedures must be outlined to provide a quick enrollment period, strong mutual understandings and a rewarding relationship. Please follow the instructions, guidelines and return the enrollment application forms and contract as soon as possible.

1st, here is a little history and introduction:

Arizona based and headquartered in Mesa, Heritage Trucking, Inc. (HTI) is the anchor of a diversified and complex transportation based company. Founded in 1986, Pete's Diesel Repair, Inc. (PDR) now combines an extensive e parts warehouse with a comprehensive, capable all inclusive fleet maintenance, service shop and body shop operations. Privately held corporations, HTI and PDR are positioned in three valley-wide locations in the Phoenix metropolitan area, as well as in Utah, Colorado, and New Mexico. Owners Joyce and Pete Tode have built a transportation service company and a full service diesel repair facility that serves the Southwest world-class construction material suppliers and contractors.

SUBHAULER PACKET CONTENTS:

Listed, are four requirements to meet, provide and return before a work assignment dispatch can begin:

1. AUTOMOTIVE & GENERAL LIABILITY INSURANCE

Contact your insurance agent and have them either fax or mail us an original Certificate of Liability with Heritage Trucking, Inc. and Tode Leasing, Inc. listed as additional insured. The amount of liability we require is \$1,000,000 minimum (See Section 6 of Subhauler Hauling Agreement).

2. W-9, Request for Taxpayer Identification Number and Certification

Complete and return the W-9 form for tax purposes and to be used to prepare your 1099 at the end of the year. You must indicate a social security number or an employer identification number on the form as well as the name of your business (Payee Name.)

3. WORKERS COMPENSATION OR A WAIVER

Proof of Workers Compensation Insurance or Waiver file copies must be provided. Either of these documents is available through State Compensation Fund or your workers compensation insurance company (See Section 6 of Subhauler Hauling Agreement).

4. CONTRACT – Subcontractor Hauling Agreement

Sign and return the signed Heritage Trucking Subcontractor Hauling Agreement.

SUBHAULER INFORMATION

BROKERAGE AND ADDITIONAL FEES:

- Brokerage fees vary by job.
- Additional 2% fee charged for paperwork turned in five days or later after the haul date (Haul sheets and paperwork are required the day after the haul date).

PAPERWORK PROCEDURE

- Haul Sheet – The white original and at least one copy of any material scale ticket must be turned in to Heritage with the haul sheet.
- When working for HANSON, green scale tickets must be turned in. HANSON will only pay from the green scale ticket.
- Please complete the haul sheet including subhauler name (**Required**).
- Start times, stop times, and mileage must be complete on both the scale ticket and haul sheet.
- To assist with delivery of your paperwork, a drop box is provided at these four locations:
 - East Yard (Main Yard)
 - 2333 N. Country Club Dr, Mesa, AZ 85201
 - West Yard (Cemex Plant 101)
 - 2875 S. 7th St, Phoenix, AZ 85041
 - North Yard (Cemex Plant 106)
 - North of Northern Avenue on El Mirage Road, El Mirage, AZ 85307
 - Corporate Office
 - 535 E. McKellips Rd, Suite 117, Rear door (South side of Building 4), Mesa, AZ 85203

ADDITIONAL INFORMATION

- Arizona law and Heritage Trucking, Inc require all loads to be tarped.

PAYMENT TERMS

- Loads run from the 1st to the 15th will be paid on the 15th of the following month.
- Loads run from the 16th to the 31st will be paid on the 31st of the following month.
- The pay cycle will pay for loads on an average of 31 days after haul date.
- If you would like to be paid faster, we offer the following early discount plan:
 - Paid 15 days early, discount of 5% applies.
 - For the early discount plan please sign the attached **Subhauler Early Payment Plan** form and return to our office.
- **NOTE:** The payment terms are applied **AFTER** deducting brokerage commission.

ATTACHMENTS:

- Form – Subhauler Early Payment Plan.
- Form – Sole Proprietor Waiver/Single Member LLC Waiver (3 pages)
- Form – W-9, Request for Taxpayer Identification Number and Certification with instruction (4 pages).
- Form – Subcontractor Hauling Agreement (3 pages).
- Form – Truck Tonnage Capacities (1 page).

Subhauler Early Payment Plan

To: **Heritage Trucking, Inc.**
535 E McKellips, Suite 117
Mesa, Arizona 85203
480-222-8100

As a subhauler for Heritage Trucking, Inc., we hereby elect the following payment plan to receive our payments from Heritage Trucking, Inc. (please check **ONE** box).

Regular payment terms

(Loads run from 1st to 15th paid on 15th of following month)
(Loads run from 16th to 31st paid on 31st of following month)

Early payment plan with 5% discount

(Loads run from 1st to 15th paid on 31st of month)
(Loads run from 16th to 31st paid on 15th of following month)

If the early payment plan with 5% discount is elected, party signing below authorizes Heritage Trucking, Inc. to deduct 5.0% from all payments due to the Subhauler in return for earlier payment terms.

Subhauler name: _____

Subhauler address: _____

Authorized signer name: _____

Authorized signature: _____

Date: _____

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO SOLE PROPRIETORS WITH NO EMPLOYEES, IF YOU ARE A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. 23-901 (et. seq.), and specifically, A.R.S. 23-961 (O), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of sole Proprietors Business). I am performing work as an independent contractor for _____ (business name), for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from _____ (business name).

I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor: _____

Social Security Number: _____

Street Address / P. O. Box: _____

City: _____ State: _____ Zip Code: _____

Signature of Sole Proprietor

Date

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 ▶
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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,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the “Exempt payee” box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SUBCONTRACTOR HAULING AGREEMENT

This SUBCONTRACTOR HAULING AGREEMENT (this "Agreement") is entered into between Heritage Trucking, Inc., an Arizona corporation ("Company") and _____ ("Subcontractor") as of the date set forth below. In consideration of the mutual covenants and agreements set forth herein, Company and Subcontractor agree as follows:

1. Hauling Terms. Subcontractor will load, transport and offload designated materials ("Materials") on specified dates and, if applicable, at specified times in accordance with verbal or written dispatches received by Subcontractor from Company from time to time during the term of this Agreement. Subcontractor may accept or reject any such dispatch at the time it is issued by Company. Loading, transportation and offloading jobs dispatched by Company and accepted by Subcontractor are collectively referred to herein as the "Work". All Work shall be subject to the provisions of this Agreement.
2. Materials; Equipment. For all purposes as between Company and Subcontractor, all Materials shall be deemed owned and/or generated by Company. Unless otherwise expressly agreed by Company and Subcontractor, Materials shall not include, and Company agrees not to direct Subcontractor to collect, transport or dispose of hereunder, radioactive, corrosive, volatile, explosive, highly flammable, biomedical, infectious, biohazardous, toxic or other hazardous material as defined by applicable federal, state or local laws, regulations and ordinances. Company shall ensure that adequate and appropriate facilities and adequate ingress and egress to load sites and disposal sites are available to allow Subcontractor to perform its duties hereunder. Subcontractor shall supply its own hauling equipment and personnel for the Work, including, without limitation, suitable truck and properly licensed driver.
3. Compliance. Subcontractor agrees to conduct all aspects of the Work in a good and workmanlike manner in compliance with all applicable laws, regulations and ordinances, including, without limitation, the rules and regulations of the Environmental Protection Agency, Arizona Department of Transportation, federal highway authorities and the Occupational Safety and Health Administration. Subcontractor shall be responsible at all times for ensuring, and represents and warrants to Company, that its equipment is registered, licensed, operated and maintained in accordance with all applicable laws, regulations and ordinances, and its operators are properly licensed with the Arizona Department of Transportation and any other governmental or administrative authority that requires such licensing. Subcontractor further represents and warrants that it has and shall maintain all federal, state and local permits and licenses required for Subcontractor to lawfully perform the Work. Subcontractor agrees that its equipment and its conduct with respect to the Work shall be subject to inspection and approval of Company's engineers or designated representatives at any time and from time to time during the performance of the Work, and Subcontractor shall cooperate in all respects with such inspection and act diligently and with dispatch to correct any operational or equipment-related violations or deficiencies found by such inspection.
4. Payment. Company shall pay Subcontractor for any day's Work within fifty (50) days after the day on which such Work was performed, provided that Subcontractor has submitted to Company appropriate records and other paperwork necessary to determine such payment. Company shall communicate to Subcontractor the rates for each dispatch of Work on or before such dispatch, and such rates will be confirmed by written statement or invoice prepared by Company and issued to Subcontractor at the time of payment by Company for such Work. If Subcontractor fails to deliver to Company necessary Work-related records and paperwork within two (2) business days after the day of Work to which such records and paperwork apply, Company shall be entitled to deduct and retain two percent (2%) of Subcontractor's payment for such Work to cover Company's costs of customer billing delays resulting from such late delivery. If Company is not paid any amount by any customer of Company as a result of Subcontractor's failure to timely deliver to Company necessary records and paperwork related to any Work, Company may cancel payment to Subcontractor for such Work up to the amount unpaid by such Customer. If, for any reason other than Company's gross negligence or willful misconduct, any customer of Company fails to pay Company for Work performed by Subcontractor, and Company has paid Subcontractor for such Work, Company may demand repayment from Subcontractor, and Subcontractor will promptly pay to Company, the amount of such prior payment. In lieu of demanding payment, or if Subcontractor fails to promptly comply with such demand, Company may off set and withhold against amounts payable by it to Subcontractor for other Work the amount of such prior payment. Subcontractor shall not be entitled to receive, and Company expressly disclaims responsibility to pay, any standby payments or other delay-related compensation in connection with any Work.
5. Payment Disputes. Any dispute or disagreement by Subcontractor with respect to Company's payment or non-payment of any amount due or alleged to be due for any Work performed by Subcontractor must be raised in writing by Subcontractor within thirty (30) days after the date on which Company delivers to Subcontractor a statement or invoice for such Work, as provided in Section 3 of this Agreement. Subcontractor's failure to raise such written dispute or disagreement within such time period will automatically and irrevocably result in Subcontractor waiving its rights with respect to, and releasing and discharging Company, its affiliates,

directors, officers, employees, agents and representatives from any liability for, any amount contended by Subcontractor to be payable to it in respect of such Work. Subcontractor represents and warrants that as of the date set forth below its signature on this Agreement, Subcontractor does not have any outstanding payment dispute with Company and has been paid in full for all services performed by Subcontractor for Company and/or any of its affiliates prior to the date set forth below Subcontractor's signature, and Subcontractor hereby releases and forever discharges Company and its affiliates and waives any and all payment or compensation-related claims that Subcontractor has had, does have or may in the future have against Company or its affiliates with respect to any services provided by Subcontractor prior to such date.

6. Insurance. Subcontractor shall furnish to Company or its representatives upon request, at any time and from time to time before or during the performance of any Work, certificates or other documents attesting to the existence of worker's compensation coverage providing statutory limits and automobile and general liability insurance coverage with policy limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability, including, without limitation, coverage for sudden and accidental pollution of, or discharge of materials into, the environment, and contractual coverage for the indemnification provisions contained in this Agreement. All of such policies shall be primary and non-contributing and shall be with insurers reasonably acceptable to Company. All of such policies shall be endorsed to name Company and its affiliates as additional insureds. Each such certificate shall contain a statement of the insurer's obligation to notify the certificate holder at least thirty (30) days prior to cancellation of, or material change in coverage or limits on any policy covered in the certificate. If Subcontractor fails to furnish or deliver any certificate or policy, or renewal thereof, to Company as herein required, or if such policy is modified or canceled during the term hereof without Company's written consent, Company may, without limitation of same constituting a default of Subcontractor hereunder, purchase such insurance at Subcontractor's expense, and Subcontractor shall reimburse Company therefor on demand (with Company being entitled to withhold such reimbursable expense from any amounts payable by Company to Subcontractor for any Work). Company and Subcontractor waive all rights of recovery against the other and against the affiliates, directors, officers, partners, employees, agents and representatives of the other, on account of loss to the waiving party, to the extent that such loss or damage is insured against and proceeds of such insurance are promptly paid therefor; provided, however, that this waiver of subrogation shall not be valid if it would eliminate or substantially reduce the coverage provided by any insurance policy.

7. Acknowledgement of Subcontractor re Safety; Risk. Subcontractor acknowledges and is aware that disposal sites may handle residential, commercial, industrial,

and/or other waste materials, and Subcontractor knowingly and voluntarily assumes all risk of injury and damage to Subcontractor, its employees, subcontractors, and agents, and to its and their equipment and other property, caused by exposure to such waste materials while at or about any disposal site. Subcontractor covenants and agrees to advise fully all of its employees, subcontractors, agents and others working for Subcontractor at any disposal site of such risks and of all necessary environmental, safety and health procedures required by applicable state, federal or local laws, regulations and ordinances, and any rules, regulations or operating guidelines published or posted by Company or disposal site operators. In addition, Subcontractor agrees to fully acquaint itself with, and be responsible for its actions (including the actions of its employees) in respect of, all physical and non-physical conditions relevant to the performance of any Work, including Work site conditions. Subcontractor, for itself and its directors, officers, employees, agents, representatives and subcontractors, assumes all risks associated with the performance of any Work, including, without limitation, Work site conditions and transportation-related hazards such as weather, road conditions and environmental contamination. Subcontractor agrees to defend, indemnify, keep indemnified and hold harmless Company, its affiliates and its and their respective officers, directors, employees, agents and representatives, from and against any and all claims, suits and actions by Subcontractor, its employees, subcontractors, agents and others working for or with Subcontractor based on, arising from or related or incidental to any such party's performance of any Work; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death (i) caused by the gross negligence or willful action of Company, or (ii) to the extent directly resulting from any breach of this Agreement by Company, or (iii) directly resulting from Company's failure to comply with applicable law..

8. Indemnification. Subcontractor hereby agrees to defend, indemnify, keep indemnified and hold harmless Company, its affiliates and its and their respective officers, directors, employees, agents and representatives from and against any and all claims, amounts paid in settlement of claims, damages, judgments, obligations, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), interest, penalties, fines (including overweight tickets) and liabilities whenever arising or incurred based on, arising out of or related or incidental to any claim for loss or damage to property (be it of Company, Subcontractor or any other person or entity), personal injury or loss of life (including, without limitation, injury to or loss of life of any employee of Company or Subcontractor) or violation of law based on, arising out of or incidental to Subcontractor's performance of the Work hereunder, any breach by Subcontractor of this Agreement or any other negligent or willful act or omission of Subcontractor or any of its employees, agents, representatives or subcontractors; provided, however, that such

indemnification and hold harmless shall not apply to claims for loss, damage, injury or death (i) caused by the gross negligence or willful action of Company, or (ii) to the extent directly resulting from any breach of this Agreement by Company, or (iii) directly resulting from Company's failure to comply with applicable law. The foregoing indemnification includes, without limitation, claims, suits, actions, orders, and proceedings arising from actual or alleged damage or injury to the environment, or releases of pollutants into the environment, whether sudden or non-sudden, accidental or deliberate, and all costs of study, investigation, monitoring, remediation, clean-up and compliance in connection therewith, and any claims of toxic tort or diminution in property value. Company may set-off and withhold against amounts payable by it to Subcontractor for any Work amounts equal to any indemnification claim made by Company hereunder in satisfaction of such claim.

9. Independent Subcontractor. Subcontractor acknowledges and agrees that the Work shall be performed and furnished by Subcontractor as an independent contractor and, except as expressly provided herein, under the sole supervision, management, direction and control of Subcontractor in accordance with the terms and conditions of this Agreement. No employer/employee, partnership, joint venture, agency or other relationship shall exist, arise or be deemed to flow from or as a result of this Agreement or Subcontractor's performance of the Work.
10. Prohibition against Brokering. Subcontractor is expressly forbidden from contracting with any other carrier to perform the Work. Subcontractor cannot broker the Work but must perform Work with their own equipment and employees. If loads are brokered to another carrier, subcontractor will be ineligible to haul for the Company in the future and the Company reserves the right to withhold payment.
11. Time of the Essence. Dates and times set forth in this Agreement for the performance of the respective obligations of the parties hereto shall be strictly construed, time being of the essence of this Agreement.
12. Force Majeure. Except for the obligation to pay for services rendered or to pay any valid claim for indemnification or reimbursement, neither party hereto shall be liable for its failure to perform any obligation hereunder to the extent that such failure is the direct result of contingencies or circumstances beyond such party's reasonable control, including, without limitation, strike, lock-out or other labor disturbance (other than with respect to Subcontractor or its employees), riot, war, terrorist act, sabotage, civil disturbance, fire, explosion, flood, act of God, injunction (other than an injunction obtained or initiated by the party seeking the protection of this Section). Such contingencies shall not include equipment failure of Subcontractor or any suspension, revocation or termination of any permit or license of a

party based on that party's failure to comply with applicable laws, regulations or ordinances.

13. Term; Survival. This Agreement shall become effective as of the latest date set forth below and shall continue indefinitely until Company or Subcontractor gives written notice to the other of termination hereof. Notwithstanding any other provision hereof, the provisions of Sections 4, 5, 7, 8, 10 and 13 shall survive termination of this Agreement indefinitely.
14. General. This Agreement, including any exhibits, schedules, appendices or amendments hereto, constitutes the entire, final and complete agreement between Company and Subcontractor with respect to the matters expressly set forth herein, and supersedes all prior agreements, contracts, proposals, representations, negotiations, and other communications, whether written or oral, with respect to such matters. Neither party hereto shall be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind whatsoever in respect of the matters set forth herein that is not expressly set forth in this Agreement. Any conflict or inconsistency between this Agreement and any other agreement relating to the Work (including, without limitation, any terms of service, statement or invoice provided by Subcontractor before, in connection with or after the execution hereof) shall be determined in favor of and consistent with the provisions of this Agreement. Notwithstanding the absence of any conflict or inconsistency in provisions, any contract, invoice or other document or instrument presented by Subcontractor to Company as being enforceable against or binding upon Company in connection with the matters set forth herein shall be void and of no force or effect unless signed by an authorized representative of Company. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to conflicts of law principles. Any dispute arising with respect to or in connection with this Agreement or the Work shall be instituted only in the state or federal courts of Maricopa County in the State of Arizona. This Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto. Subcontractor may not assign, delegate or subcontract its rights or obligations hereunder without the prior written consent of Company. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision hereof prohibited or unenforceable in any respect. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give to any person or entity

other than the parties hereto and their successors and permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in

any such person or entity being deemed a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date set forth below:

Heritage Trucking, Inc.

Name: Steve Hullett

Signature: _____

Title: Chief Financial Officer

Date: _____ (dd/mm/yy)

Subcontractor:

Name: _____

Signature: _____

Title: _____

Date: _____ (dd/mm/yy)

SUBCONTRACTOR INFORMATION SHEET

Date: _____

DOT# _____

Company Name: _____

Address _____

City _____ State _____ Zip Code _____

Contact Name: _____

Office Phone: _____

Sole Proprietor: _____

Cell Phone: _____

Corporation Type: _____

Fax: _____

email: _____

Federal ID# _____

Social Security# _____

General Liability Ins. _____

Expiration: _____

Auto Liability Ins. _____

Expiration: _____

Workmen's Comp. _____

Expiration: _____

Sole Proprietor Waiver: _____

HERITAGE *Trucking Inc.*

535 E. McKellips Rd, Suite 117; Mesa, AZ 85203 • Office: (480) 222-8100 • Fax: (480) 464-8879

Equipment Ownership

Truck(s) Type: _____

Truck(s) Number: _____

Plate(s) No. : _____

I/We _____ affirm that by signing this form that I/We _____ own the above referenced equipment.

Please forward a copy of your current registration.

Signature: _____

By: _____

Date: _____

