



4625 Industrial Road  
Fort Wayne, IN 46825

Phone: 888-544-4285

Fax: 260-918-1722

Attention: New Carrier

Please fill out and fax back these items to 260-918-1722:

ACH Payment Form / Quick Pay Program

Detailed Truck Information

Signed Broker Contract

Certificate of Liability Insurance & Certificate of Cargo Insurance  
(Must list Buchanan Logistics, Inc. as certificate holder)

Copy of Authority

W-9

Thank You



BUCHANAN LOGISTICS  
4625 INDUSTRIAL ROAD FORT  
WAYNE, INDIANA 46825  
260-471-1877 (P) 260-918-1722 (F)  
Brokerage@buchananhauling.com  
www.buchananhauling.com

#### Carrier Profile

Incorporated: 1999  
Type of Business: Corporation  
Annual Gross: 130,000,000  
Total Employees: 350  
DOT: 649444  
MC#431807-B

Year Started: 1996  
SCAC: BCNL  
D&B: 069531197  
SIC CODE: 4119-14  
Federal ID#: 35-2067792  
Business Activity Code: 484200

Principal Business Activity: Trucking and Freight Brokerage

#### Key Officers

**Michele Topp** – Logistics Manager- Ext 2192  
[mtopp@buchananhauling.com](mailto:mtopp@buchananhauling.com)

**Broker Management Team can be reached at**  
[Brokerage-management@buchananhauling.com](mailto:Brokerage-management@buchananhauling.com)

**Kimberley Brown** – Office Manager – Ext 2220  
[kbrown@buchananhauling.com](mailto:kbrown@buchananhauling.com)

#### Terminals

4625 Industrial Road  
Fort Wayne, IN 46825

2502 West Epler Ave  
Indianapolis, IN 46217

1200 Commerce Circle  
Trafford, PA 15085

800 Brazosport Blvd S  
Clute, TX 77531

#### Bank

Wells Fargo  
111 East Wayne Street  
Fort Wayne, IN 46801

Contact:  
Timothy Kuhn 260-461-6312  
Email: [Timothy.A.Kuhn@wellsfargo.com](mailto:Timothy.A.Kuhn@wellsfargo.com)

#### CREDIT REFERENCES

Great Lakes Heavy Haul Inc.  
5050 56<sup>th</sup> Street SW  
Grand Rapids, MI 49548  
(616) 530-1800  
Contact: Jeff Cloud

Trans United Inc.  
1123 N State Road 149  
Burns Harbor, ON 46301  
(877) 762-3111  
Contact: Jeff Fleming

Load One Transportation  
8831 Inkster Road  
Taylor, MI 48180  
(800) 957-4698  
Contact: Gator Gadigian

S & T Transport, Inc.  
4830 N. Cumberland Avenue  
Suite 2  
Chicago, IL 60706  
(312) 224-8383  
Contact: Mike Georgiev

Pope Trucking Inc.  
Hwy 82 East  
PO BOX 188  
Pearson, GA 31642  
(912) 422-7235  
Contact: Layne Gurley



Preferred Lanes: All 48 States, Canada, and Mexico

Financial Statements: Available Upon Request



As of 2014 we, have streamlined our payment process we have swithced to ACH payments for all of our carriers. We value and appreciate your business and would like to express that appreciation by paying you in a more efficient and timely manner. By changing to ACH we can expedite payment directly to you by eliminating physical checks through the mail. *You will still receive a physical check for the first payment, however all payments after that will be direct deposit.*

**ACH TRANSFER FORM**  
***Request for Banking Information***

***Please Complete This Form and Email to freightpay@buchananhauling.com***

**Supplier Code.:** \_\_\_\_\_  
(BHRI Internal Use Only)

**Do you have multiple Pay Sites:** \_\_\_\_\_  
**\*\*If yes, information required for each\*\***

<b>ACH Information</b>	
Federal ID Number	
Supplier Name	
Street Address	
City, State/Province, Postal Code	
Country	
Supplier Contact Name and Phone #	
Remittance Detail E-mail Address	
Beneficiary Bank Name	
Bank Routing Number(9 digits)	
Bank Account Number	

**Completed by:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Buchanan Contact: Kimberley Brown  
Email address: freightpay@buchananhauling.com

ACH/WIRE TRANSFER FORM (Rev: 01-2014)

***PLEASE READ and KEEP FOR YOUR RECORDS***  
***ACH RECEIPIENTS ONLY***

Supplier agrees to receive payments for goods and/or services from Buchanan Hauling & Rigging, Inc. via Automated Clearing House (ACH). This authority is to remain in effect until Buchanan Hauling & Rigging, Inc. has received written notification of termination in such time of no less than 30 days from Supplier, and in such manner as to afford Buchanan Hauling & Rigging, Inc. a reasonable opportunity to act on it.

IN NO EVENT SHALL BUCHANAN HAULING & RIGGING, INC. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE DELAY, OMISSION, OR ERROR OF AN ELECTRONIC CREDIT ENTRY, EVEN IF BUCHANAN HAULING & RIGGING, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event of duplicate payment, overpayment, fraudulent payment, or any payment made in error, Supplier agrees to return any such payment within 15 days to Buchanan Hauling & Rigging, Inc. upon discovery of such error by Supplier.



## Quick Pay Program

Toll Free: 888-544-4285  
Phone 260-471-1877; Fax 260-399-4494  
[Email: freightpay@buchananhauling.com](mailto:freightpay@buchananhauling.com)

### GET PAID QUICKER

We offer two quick pay options. Please initial the option of your choice.

Option #1\_\_\_\_Get paid in 48 hours from the receipt of your invoice, and proof of delivery for only 5%.

Option #2\_\_\_\_Get paid in 7 days from the receipt of your invoice, and proof of delivery for only 2%.

Take advantage of one of our Quick Pay Programs.

- Sign and print your name at the bottom of this page.
- Select Option 1 or Option 2 from above.
- Print 48 Hours Quick Pay or 7 day Quick Pay on the top of your invoice.
- **Return this page, invoice and BOL by email to: [freightpay@buchananhauling.com](mailto:freightpay@buchananhauling.com) or fax to 260-399-4494.**

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
YOUR SIGNATURE & TITLE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
DATE

Additional required information:

MC # \_\_\_\_\_

Tax ID # \_\_\_\_\_

☐

Check here to cancel  
Quick Pay Program



## Request for Detailed Truck Information

Please only Fill Out if You Are Interested in Receiving Available Load Notices

1. With which of our brokers will you be working with at Buchanan Logistics?

\_\_\_\_\_

2. How many trucks do you have? \_\_\_\_\_

3. What kind of trailers? (Example: 5 Flatbeds-2Vans-1RGN)

\_\_\_\_\_

4. Do you have any equipment (straps, chains etc.)? Please include specialty equipment as well.

\_\_\_\_\_

5. Any route you regularly travel? \_\_\_\_\_

6. Any restrictions? (Truck, travel, cargo or

otherwise?)\_\_\_\_\_

7. What is the name and email of our point of contact (The person(s) that should receive the lane information)?\_\_\_\_\_

## **TRANSPORTATION BROKERAGE CONTRACT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between Buchanan Logistics Inc. ("BROKER") and \_\_\_\_\_ ("CARRIER")

### **I.**

#### **Recitals**

A. BROKER is a licensed transportation broker that controls the transportation of freight under its contractual arrangements with various consignors and consignees (the "Customer");

B. CARRIER is authorized to operate in inter-provincial, interstate and/or intrastate commerce and is qualified, competent and available to provide for the transportation services required by BROKER.

### **II.**

#### **Agreement**

1. **TERM.** The Term of this Agreement shall be for one (1) year and shall automatically renew for successive one (1) year periods; provided, however, that this Agreement may be terminated at any time by giving thirty (30) days prior written notice.

2. **CARRIER'S OPERATING AUTHORITY AND COMPLIANCE WITH LAW.** CARRIER represents and warrants that it is duly and legally qualified to provide, as a contract carrier, the transportation services contemplated herein. CARRIER further represents and warrants that it does not have a conditional or unsatisfactory safety rating issued from the U.S. Department of Transportation, and further agrees to comply with all federal, state and local laws regarding the provision of the transportation services contemplated under this Agreement. Carrier shall endeavor to maintain a satisfactory U.S. DOT Safety Rating but under no circumstances is Carrier allowed to provide services under this contract if their safety rating falls to "unsatisfactory." In the event that CARRIER is requested by BROKER to transport any shipment required by the U.S. Department of Transportation to be placarded as a hazardous material, the parties agree that the additional provisions included in Appendix A shall apply for each such shipment.

3. **PERFORMANCE OF SERVICES.** CARRIER's services under this Agreement are specifically designed to meet the distinct needs of BROKER under the specified rates and conditions set forth herein. CARRIER shall transport all shipments provided under this Agreement without delay, and all occurrences which would be probable or certain to cause delay shall be immediately communicated to BROKER by CARRIER. CARRIER shall be solely responsible for all aspects of each shipment tendered by BROKER, including but not limited to planning all routes, obtaining any necessary permits, arranging for pick-up and delivery appointments, dispatching drivers, verifying that all drivers have available hours under the safety regulations of the U.S. Department of Transportation, and all other terms and conditions set forth in the Rate Confirmation provided by BROKER. This Agreement does not grant CARRIER an exclusive right to perform the transportation related services for BROKER or its Customer. CARRIER agrees to comply fully with BROKER's Communication Protocol, a copy of which is incorporated herein by reference, for each shipment handled under this Agreement.

4. **RECEIPTS AND BILLS OF LADING.** Each shipment hereunder shall be evidenced by a Uniform (Standard) Bill of Lading naming CARRIER as the transporting carrier. Upon delivery of each shipment made hereunder, CARRIER shall obtain a receipt showing the kind and quantity of product delivered to the consignee of such shipment at the destination specified by BROKER or the Customer. CARRIER shall cause such receipt to be signed by the shipper, driver and consignee. Any terms, conditions and provisions of the bill of lading, manifest or other form of receipt or contract shall be subject and subordinate to the terms, conditions and provisions of this Agreement. CARRIER shall notify BROKER immediately of any exception made on the bill of lading or delivery receipt.

Initial \_\_\_\_\_

5. **CARRIER'S OPERATIONS.** CARRIER shall, at its sole cost and expense: (a) furnish all equipment necessary or required for the performance of its obligations hereunder (the "Equipment"); (b) pay all expenses related, in any way, with the use and operation of the Equipment; (c) maintain the Equipment in good repair, mechanical condition and appearance; and (d) utilize only competent, able and legally licensed personnel. CARRIER shall have full control of such personnel; shall perform the services hereunder as an independent contractor; and shall assume complete responsibility for all state and federal taxes, assessments, insurance (including, but not limited to, workers' compensation, unemployment compensation, disability, pension and social security insurance) and any other financial obligations arising out of the transportation performed hereunder.

6. **INDEMNITY.** To the maximum extent allowed by law, CARRIER shall defend, indemnify, and hold BROKER harmless from and against all loss, liability, damage, claim, fine, cost or expense, including reasonable attorney's fees, arising out of or in any way related to the performance or breach of this Agreement by CARRIER, its employees or independent contractors working for CARRIER (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage and CARRIER's possession, use, maintenance, custody or operation of the Equipment; provided, however, that CARRIER's indemnification and hold harmless obligations under this paragraph will not apply if any such claim is found to be the direct cause of BROKER's sole negligence. CARRIER's indemnification obligations shall survive the termination of this Agreement.

7. **INSURANCE.** CARRIER shall at all times during the term of this agreement have and maintain in full force and effect, at its expense:

- (a) Commercial Automobile Liability insurance with a combined single limit of not less than US \$1,000,000 per occurrence.
- (b) Commercial General Liability insurance, in a limit of not less than US \$1,000,000 per occurrence.
- (c) Worker's Compensation insurance in the amounts required by statute, and Employer's Liability insurance with limits not less than US \$500,000 per occurrence
- (d) All Risk Broad Form Motor Truck Cargo Legal Liability insurance in an amount not less than \$100,000.00 (U.S. Dollars) per shipment, a deductible no greater than US\$10,000 per shipment and at least the same coverage limit and deductible per shipment while in storage or at a storage facility enroute to the consignee. Such insurance policy shall name CARRIER and BROKER as insureds and provide coverage to BROKER, the Customer or the owner and/or consignee for any loss, damage or delay related to any property coming into the possession of CARRIER under this Agreement. The coverage provided under the policy shall have no exclusions or restrictions of any type that would foreseeably preclude coverage relating to cargo claims. No cargo liability limitations shall apply with respect to any shipment handled by CARRIER under this Agreement, and CARRIER shall be responsible for the full actual cost of any damage or loss claim regardless of the amount of cargo insurance required herein.
- (e) Statutory Workers' Compensation Insurance and Employee Liability coverage in such amounts and in such form as required by applicable state law.
- (f) CARRIER shall furnish to BROKER written certificates obtained from the insurance CARRIER showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to BROKER at least thirty (30) days prior to such cancellation or modification. Upon request, CARRIER shall provide BROKER with copies of the applicable insurance policies.
- (g) All insurance required by this Agreement must be written by an insurance company having a Best's rating "B+" VII or better and must be authorized to do business under the laws of that state(s) or province(s) in which Carrier provides the transportation and related services as specified in load confirmation communications received from Broker

8. **FREIGHT LOSS, DAMAGE OR DELAY.** CARRIER shall have the sole and exclusive care, custody and control of the Customer's property from the time it is delivered to CARRIER for transportation until delivery to the consignee accompanied by the appropriate receipts as specified in Paragraph 4. CARRIER assumes the liability of a common carrier (i.e. Carmack Amendment liability) for loss, delay, damage to or destruction of any and all of Customer's goods or property while under CARRIER's care, custody or control. CARRIER shall pay to BROKER, or allow BROKER to deduct from the amount BROKER owes CARRIER, Customer's full actual loss for the kind and quantity of commodities so lost, delayed, damaged or destroyed. CARRIER shall be liable to BROKER for all economic loss, including consequential damages, that are incurred by BROKER or the Customer for any freight loss, damage or delay claim. Payments by CARRIER to BROKER or its customer, pursuant to the provisions of this section, shall be made within thirty (30) days following receipt by CARRIER of BROKER's or Customer's invoice and supporting documentation for the claim. CARRIER agrees that no released rates or liability limitations shall apply to any shipment handled by CARRIER under this Agreement.

9. **WAIVER OF CARRIER'S LIEN.** CARRIER shall not withhold any goods of the Customer on account of any dispute as to rates or any alleged failure of BROKER to pay charges incurred under this Agreement. CARRIER is relying upon the general credit of BROKER and hereby waives and releases all liens which CARRIER might otherwise have to any goods of BROKER or its Customer in the possession or control of CARRIER.

10. **PAYMENTS.** CARRIER will charge and BROKER will pay for transportation services performed under this Agreement the rates and charges as shown on separate Rate Confirmation Sheets to be signed and agreed to by CARRIER and BROKER before each shipment made under this Agreement. CARRIER represents and warrants that there are no other applicable rates or charges except those established in this Agreement or in any Rate Confirmation Sheet signed by BROKER. Payment by BROKER will be made within thirty (30) days of receipt by BROKER of CARRIER's invoice, bill of lading containing the arrival and pick-up times with the signatures of the shipper, driver and consignee, signed Rate Confirmation, clear delivery receipt, and any other receipt that may be required by BROKER's customer to ascertain that service has been provided at the agreed upon charge. CARRIER further agrees to upload, via <https://bhri.loadtracking.com/im>, proof of delivery within 72 hours after delivery, and BROKER may deduct \$25 from CARRIER's invoice for each shipment CARRIER fails to do so. In addition, BROKER may deduct an additional \$5 per day after 72 hours until proof of delivery is received by BROKER. In the event service is provided and it is subsequently discovered that there was no applicable rate in the existing Schedule of Rates or supplements, the parties agree that the rate paid by BROKER and collected by CARRIER shall be the agreed upon contract rate. CARRIER agrees that BROKER has the exclusive right to handle all billing of freight charges to the Customer for the transportation services provided herein, and, as such, CARRIER agrees to refrain from all collection efforts against the shipper, receiver, consignor, consignee or the Customer. CARRIER further agrees that BROKER has the discretionary right to offset any payments owed to CARRIER hereunder for liability incurred by CARRIER pursuant to Section 8 of this Agreement. Any failure of CARRIER to invoice freight charges within 180 days of the date of delivery, shall cause the freight charges to be waived for each such shipment.

11. **CONFIDENTIALITY AND NON-SOLICITATION.** Neither party may disclose the terms of this Agreement to a third party without the written consent of the other party except (1) as required by law or regulation; (2) disclosure is made to its parent, subsidiary or affiliate company; or (3) to facilitate rating or auditing of transportation charges by an authorized agent and such agent agrees to keep the terms of the Agreement confidential. CARRIER will not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER's efforts, or (2) the traffic of the shipper, consignor, consignee or Customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this Agreement and directly or indirectly solicits traffic from customers of BROKER and obtains traffic from such customer during the term of this Agreement or for twelve (12) months thereafter, CARRIER shall be obligated to pay BROKER, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the transportation revenue resulting from traffic transported for the Customer, and CARRIER shall provide BROKER with all documentation requested by BROKER to verify such transportation revenue.



12. **CARRIER MOVING PERISHABLES.** Carrier warrants that the carrier will inspect or hire a service representative to inspect a vehicle's refrigeration or heating unit at least once each month. Carrier warrants that they shall maintain a record of each inspection of refrigeration or heating unit and retain the records of the inspection for a least one year. Copies of these records must be provided upon request to the carrier's insurance company and Broker. Carrier warrants that they will maintain adequate fuel levels for the refrigeration or heating unit and assume full liability for claims and expenses incurred by the Broker or the shipper for failure to do so. The carrier must provide their cargo insurance carrier with all records that relate to a loss and permit copies and abstracts to be made from them upon request. The following rules shall apply: (a) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (b) Claims will be filed with Carrier by Shipper; (c) claims notification procedures will be followed in accordance with procedure described in 49 C.F.R. 370.1-11.

13. **SUB-CONTRACT PROHIBITION.** CARRIER specifically agrees that all freight tendered to it by BROKER shall be transported on equipment operated only under the authority of CARRIER, and that CARRIER shall not in any manner sub-contract, broker, or in any other form arrange for the freight to be transported by a third party without the prior written consent of BROKER.

14. **ASSIGNMENT/MODIFICATION/BENEFIT OF AGREEMENT.** This Agreement may not be assigned or transferred in whole or in part, and supersedes all other agreements and all tariffs, rates, classifications and schedules published, filed or otherwise maintained by CARRIER. This Agreement shall be binding upon and enure to the benefit of the parties hereto.

15. **SEVERABILITY.** In the event that the operation of any portion of this Agreement results in a violation of any law, the parties agree that such portion shall be severable and that the remaining provisions of this Agreement shall continue in full force and effect.

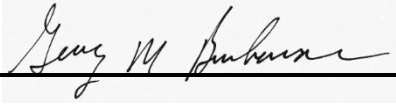
16. **WAIVER.** CARRIER and Shipper expressly waive any and all rights and remedies allowed under 49 U.S.C. § 14101 to the extent that such rights and remedies conflict with this Agreement. Failure of BROKER to insist upon CARRIER's performance under this Agreement or to exercise any right or privilege, shall not be a waiver of any BROKER's rights or privileges herein.

17. **DISPUTE RESOLUTION.** This Agreement shall be deemed to have been drawn in accordance with the statutes and laws of the State of Indiana and in the event of any disagreement or dispute, the laws of this state shall apply and suit must be brought in this state.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their duly authorized representatives as of the date first above written.

“BUCHANANLOGISTICS, INC.”

“CARRIER”

X 

Signature

Printed: Geary Buchanan

Address: 4625 Industrial Road

Fort Wayne, IN 46825

Phone No.: 260-471-1877

Fax No.: 260-918-1722

Email: [brokerage@buchananhauling.com](mailto:brokerage@buchananhauling.com)

Email: [dispatch@buchananhauling.com](mailto:dispatch@buchananhauling.com)

X \_\_\_\_\_

Signature

Printed: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

Emergency No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

FID No.: \_\_\_\_\_

Dispatch Email: \_\_\_\_\_

- No carrier can be set up without Dispatch Email, After Hours # and signed Communication Protocol.

Billing Contact Information:

Name: \_\_\_\_\_

Phone number: \_\_\_\_\_

E mail address: \_\_\_\_\_

### Communication Protocol

#### Attention: Carriers

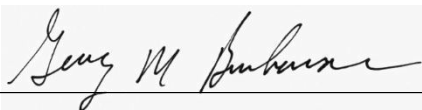
Your dedication to service and extraordinary service history has placed you on our list of carriers able to haul time sensitive freight. All our freight must be maneuvered with this in mind. All drivers must carry two-way communication, satellite or cell phone at all times. Failure to comply with these standards could cause removal of your company from our list of eligible carriers. Our rate is above average, and with this pay comes the requirement of exceptional service.

- ❖ DRIVER WILL CALL INTO BUCHANAN 24HR DISPATCH FOR LOAD INFORMATION, PLEASE SEE RIGHT-HAND CORNER OF CONFIRMATION FOR LOAD NUMBER, DRIVER MUST HAVE IN ORDER TO BE DISPATCHED.
- ❖ DRIVER MUST CALL UPON ARRIVAL AT SHIPPER
- ❖ CALL WHEN LOADED WITH BOL INFORMATION
- ❖ CALL IN-TRANSIT ONCE DAILY FOR LOCATION UPDATE AND IMMEDIATELY IF ANY DELAYS OR BREAKDOWNS SHOULD OCCUR
- ❖ CALL UPON ARRIVAL AT CONSIGNEE
- ❖ CALL WHEN DELIVERED WITH POD NAME
- ❖ FAILURE TO FOLLOW GUIDELINES AND NOTIFY BUCHANAN OF SERVICE ISSUE WILL RESULT IN RATE REDUCTION OF UP TO 25%.

Driver must call in if unable to make protects at the given moment his judgement warrants failure to protect either at shipper or consignee. The following protocol must be followed:

- ❖ Call Buchanan's 24HR dispatch with load number and situation details.
- ❖ Afterhours number is 260-399-4445

Buchanan Signature:



Owner

Carrier Signature:

---

ADDENDUM TO BROKER CARRIER AGREEMENT BETWEEN \_\_\_\_\_(BROKER) AND  
\_\_\_\_\_(CARRIER) DATED \_\_\_\_\_.

### **CERTIFICATION**

By signing this Addendum, CARRIER certifies that it is aware of the California Air Resource Board (ARB) regulations and warrants its compliance with the requirements of those regulations. To the extent that any shipments subject to this BROKER CARRIER AGREEMENT are transported within the State of California, all equipment including but not limited to: semi-trailers, containers, truck vans, shipping containers and railcars, and Semi-Tractors that haul them under this Certification are in compliance with (i) the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations, and (ii) all refrigerated equipment utilized within the state are in full compliance with the California Air Resources Board (ARB) Transport Refrigerated Unit (TRU) Airborne Toxic Control Measure (ATCM), and in-use regulations, and (iii) the California Air Resources Board (ARB) Truck and Bus Regulation or On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation.

All other warranties, terms and conditions of the BROKER CARRIER AGREEMENT shall remain unchanged. CARRIER represents that CARRIER has authorized the person signing this Addendum/CERTIFICATION to sign on its behalf.

AUTHORIZED Signature: \_\_\_\_\_

(Signed)

(Printed)

Date: \_\_\_\_\_

Engine Model Year: \_\_\_\_\_

License Plate number: \_\_\_\_\_

PM filter information (serial #, install date, installer, etc.): \_\_\_\_\_



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

400 7th Street SW  
Washington, DC 20590

**SERVICE DATE**  
**April 29, 2004**

**LICENSE**  
**MC-431807-B**  
BUCHANAN LOGISTICS, INC  
FORT WAYNE, IN

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

USDOT Number: \_\_\_\_\_ Date Received: \_\_\_\_\_

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

RLP5142338

MC# 431807

Broker's or Freight Forwarder's Surety Bond under 49 U.S.C. 13906

# FORM BMC-84

KNOW ALL MEN BY THESE PRESENTS, that we, Buchanan Logistics, Inc.

(Name of Broker or Freight Forwarder)

of 4625 Industrial Road

(Street)

Fort Wayne

(City)

Indiana

(State)

46825

(Zip)

as PRINCIPAL (hereinafter called Principal), and Old Republic Surety Company

(Name of Surety)

a corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existingunder the laws of the State of Wisconsin

(State)

(hereinafter called Surety), are held and firmly bound unto the United States of

America in the sum of \$250,000 for a broker or freight forwarder, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker or Freight Forwarder pursuant to the provisions of 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 bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as either a licensed Broker or a licensed Freight Forwarder 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 and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Motor Carrier Safety Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Motor Carrier Safety Administration forthwith of all suits filed, judgements rendered, and payments made by said Surety under this bond.

This bond is effective the 18th day of March, 2019, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time ~~cancel this bond by written notice to the Federal Motor Carrier Safety Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FMCSA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond.~~ The Surety shall not be liable hereunder for the payment of any damages herein before described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FMCSA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

Falsification of this document can result in criminal penalties prescribed under 18 U.S.C. 1001.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 15th day of March, 2019.

**PRINCIPAL**

COMPANY NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE NUMBER

(type or print Principal officer's name and title)

(Principal officer's signature)

(type or print witness's name)

(witness's signature)

**SURETY**

Old Republic Surety Company

COMPANY NAME

445 S. Moorland Rd, Ste 200

Brookfield

STREET ADDRESS

CITY

Wisconsin

53005

262-797-2640

STATE

ZIP CODE

TELEPHONE NUMBER

Michele L. Grogan, Attorney-In-Fact

(type or print Principal officer's name and title)

(Principal officer's signature)

Danielle Schmitt

(type or print witness's name)

(witness's signature)

(affix Surety seal)

Fillings must be transmitted online via the Internet at <http://www.fmcsa.dot.gov/urs>.





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

WILLIAM L. MERSHON, MICHELE L. GROGAN, ANN HIGGINS, KESHA GREENE, OF MINNEAPOLIS, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED  
ONE MILLION DOLLARS(\$1,000,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

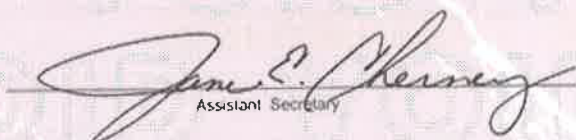
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 1ST day of FEBRUARY, 2019.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

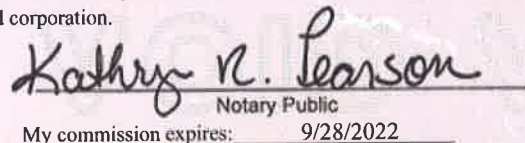


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 1ST day of FEBRUARY, 2019, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-4528

Signed and sealed at the City of Brookfield, WI this 15th day of March 2019.



  
Assistant Secretary

THE HAYS GROUP

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATER-MARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota }  
County of Hennepin } ss.

On this 15th day of March, 2019, before me personally  
appeared Michele L. Grogan, known to, me to be the Attorney-in-Fact of  
Old Republic Surety Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

Terry A. Blodgett  
Notary Public in the State of Minnesota  
County of Hennepin

