

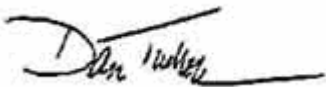
## Welcome to Meadow Lark

We offer:

- Industry Leading Software with live/unlimited 24 hour computer support
- 24 hour ISR hotline.
- Free unlimited lookups and posts on DAT Live and Internet Truckstop
- 27 years of solid business practices in the transportation industry.
- Up to 78% for lease trucks and up to 10% ISR commission on lease trucks.
- 60% of net profit on loads you broker.
- 30,000 Broker/carriers under contract in database to choose from.
- Lightning Fast Credit Checks and Broker/carrier setup.
- Truck Stop scanning for lease trucks insuring accurate billing and expedited ISR pay.
- Weekly commission settlements (direct deposit) with 2 day pay for drivers.
- Access to Trans load centers at both the Canadian and Mexican borders.
- Trailer Rental Program: Vans, Flats & Specialized equipment.
- Paid Cargo and liability insurance for lease trucks.
- Expedited driver application and approval process

“This company was started in 1983 & in that time we have become The Meadow Lark Companies, a successful transportation business with over 100 million in sales. Our achievements are based on a daily commitment to excellence, by us, our employees, and our agents. NO BAD DEALS, our word is our bond.”

Sincerely,



Dan Tucker / Vice President of Transport Division



PROMOTIONS SUBJECT TO CHANGE AT ANY TIME

# Agent Referrals



I became an agent for Meadow Lark August of 2009. Since becoming part of their team, I have nothing but praise for this company. They go out of their way to help in any way they can. If you have a problem it is addressed. If you need support in trying to land new accounts, they are there to help.

Drivers like Meadow Lark, again they work with them. My turnover rate is virtually zero percent. Once leased on they seem to be satisfied. If contractor paperwork is turned in, settlements are accurately done in a timely manner. In the almost two years I have been with Meadow Lark, I might have had two mistakes on my settlement, which totalled less than \$25.00.

You are also known by your name at Meadow Lark, not your agent number. If you want to talk to the President of the company, pick up the phone and call him, no red tape to get to him. Agent support team is second to none. Dan Tucker and Dave Ferrell and their staff are always ready and willing to help.

I have been recruited by other companies to come on as an agent for them. I have yet to see anything that would entice me to move. The grass on my side of the fence is as green as it gets. Would I recommend anyone to join the team and Meadow Lark? DEFINITELY.

~Stan Partin, C&S Agency

Two years ago, I was able to join the best in the Transportation Industry. Meadow Lark Companies. I am so proud to represent such a great company that has opened so many great opportunities for me with their great reputation in the business. This is a huge plus with shippers and carriers. They know us and like us very well and continue to use us and we all benefit. The bonus for me is being able to be financially stable. It is my pleasure to work with the Owner Rick and Mike the President and all of the other wonderful friendly folks in all the departments that know how to take care of business and be so friendly all the time...I love working for Meadow Lark Companies... call me anytime 209-931-3505.

~Lisa Holstein, Meadow Lark Companies

7 Years ago I decided to step out on my own and I signed up with Meadow Lark. They made me a promise that they would go above and beyond the call of duty to help make my business grow and they have done just that. They have stood for everything I was looking for in a company. Meadow Lark and the people have been trustworthy and shown integrity in their business practices. Trust, Honesty and Sound financial background was what I was looking for in a company and that is exactly what I found in Meadow Lark. Most of all, they don't treat you as if you are a number. They treat you like an addition to their family, always there to answer questions and help in any way. Neither you, nor our drivers ever have to questions when checks are going to come and if they are going to be right. To put it simply, I made a great choice.

~Brenda Puccio, Definitive Transport Services



## Driver/Contractor Eligibility Standards

Driver must be at least 24 years old and have at least three (3) years of verifiable professional, over-the-road experience. Must have at least one (1) year verifiable experience in type of equipment (applying for a flatbed position, requires verifiable flatbed experience; applying for a reefer position, requires verifiable reefer experience). Below is a list of factors which determines insurability. Meadow Lark Transport reserves the right to determine an acceptable or insurable risk.

### Potential for Disqualification:

- Two (2) at-fault accidents, regardless of payment
- More than four (4) moving violations
- Combination of one (1) at-fault accident and four (4) moving violations
- More than three (3) moving violations in latest 12 month period
- Conviction of reckless, careless or negligent driving
- Conviction of driving under the influence of drugs or alcohol (DUI) or driving while intoxicated (DWI) and/or refusing an alcohol test. ("Open Container" conviction also falls into this category.)
- Misrepresentation to avoid arrest or obtain a drivers license
- Illegal possession
- Participating in a racing contest
- Conviction of leaving the scene of an accident (Hit and Run)
- Traffic violation resulting in death
- Revocation for any reason
- Operating while license is revoked or suspended
- Current license is under suspension or revocation
- Vehicle used in connection with a felony
- Other serious violations (speed 15 mph over the speed limit, wrong way on highway, passing a school bus, etc)



# Meadow Lark ISR Application

[www.meadowlarktransport.com](http://www.meadowlarktransport.com)

## Personal Information

Full Legal Name:		SS#:
Primary Home Address:		
City:	State:	Zip:
Phone:	Cell:	Fax:
E-mail:		
City:	State:	US Citizen:
Ever file Bankruptcy? (Where and When):		
Any Current or Potential Litigation:		
Ever convicted of a Felony: Yes / No If yes explain:		

## Personal Information

Who do you represent now?	
What do you haul?	
Customer Base Broker (%) Shipper (%)	# of people working for the company:
How Long in Business:	Number of trucks leased to Company
Number of trucks owned:	
<b>Do you have broker authority: MC#</b>	<b>Do you have transport authority: MC#</b>
Please Describe Industry Background:	
Computer experience (Circle One):      Beginner      Expert      Knowledgeable	
Which of the following do you currently have in your office:	
Computer w/ Win XP      High Speed Internet      Fax      One Phone Line      Two or more Phone Lines	

I certify that all answers given herein are true and complete. Meadow Lark is authorized to make any inquiries and contact any person, entity or governmental agency identified herein to verify the information provided and such persons, entities or governmental agencies are authorized to disclose such information to Meadow Lark. Completion of Application is not a guarantee of grant of Appointment of ISR.

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

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

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

**INDEPENDENT SALES REPRESENTATIVE AGREEMENT**

The "Agreement" is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among MEADOW LARK AGENCY, INC. and MEADOW LARK TRANSPORT, INC. ("MEADOW LARK"), with principal place of business at 935 Lake Elmo Drive, Billings, Montana, a property broker authorized by the Federal Motor Carrier Safety Administration to act as a broker of general commodities under permit # MC175597, and a motor carrier authorized by the Federal Motor Carrier Safety Administration to act as a motor carrier of general commodities under permit MC 203425, and

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ "INDEPENDENT SALES REPRESENTATIVE" or "ISR"; collectively, "the Parties".

**RECITALS**

A. MEADOW LARK AGENCY INC and MEADOW LARK TRANSPORT INC, by federal registration, are engaged in the business of arranging and transporting general commodities in the continental United States, primarily by motor carrier for compensation; and

B. The Parties acknowledge that ISR may be an individual, or a business entity, and may solicit sales and dispatch trucks for business it sells.

**1. Sales Representation**

Unless otherwise expressly provided herein, ISR will solicit sales only under the authorities issued to MEADOWLARK by FMCSA.

**2. Appointment of ISR: Responsibilities (In addition to those provided elsewhere in this Agreement)**

(a) ISR shall inform/disclose to customers that it is acting solely as an ISR, and that the actual performance of the sales agreement will be conducted by MEADOW LARK. ISR shall transmit sufficient information concerning the shipments sold, promptly to MEADOW LARK, so that MEADOW LARK or ISR can dispatch the transportation services accurately and without delay.

(b) Accounts: At anytime during this agreement ISR is authorized to solicit business from any customers or prospective customers with whom MEADOW LARK'S employees or other sales ISRs are not already soliciting, negotiating, or conducting business. Sales solicitation to customers or prospective customers who are already being solicited by employees or other sales ISR's may be made only on consent or written direction of MEADOW LARK.

(c) Meadow Lark may provide ISR with policies and procedures with which ISR is expected to comply, which may be updated or modified periodically at the sole discretion of MEADOW LARK.

(d) Advertising, sales promotion, soliciting the arrangement of transportation of freight, obtaining executed orders for the arrangement of transportation of freight, assisting in investigation and settlement of claims (cargo related or other) as requested by MEADOW LARK.

(e) Complying with all applicable federal and state laws and regulations.

(f) All orders written by ISR for MEADOW LARK'S services are subject to acceptance by MEADOW LARK. All such orders for transportation services shall be written and contain the information required by MEADOW LARK to be able to properly service the order.

(g) Accurately and timely communicating all shipping, receiving, billing, and other information (including, but not limited to, any freight damage claims) from and to MEADOW LARK, from and to shippers, carriers, consignees and any others involved in arrangement of, and the transportation of, freight hereunder.

**3. ISR**

(a) Relationship: Indemnity: ISR is an independent contractor, and not an employee of MEADOW LARK. MEADOW LARK shall have no right to control, direct or interfere with the manner in which ISR conducts its business in order to achieve the objectives and goals agreed upon between the Parties, other than to insist upon the strict performance of the terms and conditions of this Agreement. ISR shall have the right to hire others to assist it in the performance of this Agreement and shall be solely responsible for all compensation, insurance, payroll-related taxes and employment obligations to any such person or entity, as well as compliance by any such person or entity with the terms of this Agreement, including, but not limited to, the obligation to abide by the MEADOW LARK code of ethics.( Exhibit B attached.) ISR shall have any hired person, entity, employee, or independent contractor, prior to or when fist starting work, sign an agreement which includes the language set forth in Exhibit C attached and furnish a signed copy to MEADOW LARK within 10 days of hiring. ISR shall not make representations on behalf of MEADOW LARK that will, in any way, injure the reputation or constitute a detriment to MEADOW LARK. The ISR shall file tax returns and pay its own federal, state and local income and/or withholding taxes, when and/or where required. ISR agrees to indemnify and hold MEADOW LARK harmless from any tax liability incurred by, or imposed on MEADOW LARK, including, but not limited to, interest and penalties of any kind, as well as any legal fees and costs arising out of its violation of the terms of this paragraph. ISR is responsible for obtaining and maintaining, at its own expense, Workers Compensation Insurance as required under applicable state law. ISR shall provide MEADOW LARK with satisfactory proof of such insurance. ISR shall pay all its own expenses incurred in meeting its obligations under this Agreement including, but not limited to, auto, sales, telephone, office space, and office supplies. ISR shall not make charges to, or on behalf of, MEADOW LARK without prior written consent.

(b) In the event ISR is a partnership, all partners must sign this Agreement, and each partner shall have full authorization to sign documents, receive and disburse funds, and to represent and bind the partnership.

(c) Risk of profit and loss. ISR assumes all risk of profit and loss which may arise out of or be incurred from ISR's ability or inability, failures or successes, to make sales which generate commissions resulting in profit or loss under the provisions of this Agreement.

**4. Duties of Meadow Lark**

The duties of MEADOW LARK shall be:

- (a) All orders written by ISR for MEADOW LARK'S services are subject to acceptance by MEADOW LARK. MEADOW LARK has the right to reject any transportation services solicited by ISR for any reason it deems appropriate and shall not be liable to ISR because of such rejection.
- (b) Compensating ISR for services rendered in accordance with the compensation schedule, which may be amended from time to time upon mutual agreement of the Parties (see Exhibit A attached and incorporated herein by reference).
- (c) Rendering weekly statements to ISR, which include all commissionable sales for the preceding pay period.
- (d) Keeping ISR informed as to applicable rates, credit terms, approved shipments, and accurately and timely communicating to ISR shipping, receiving, billing and other information, (including, but not limited to, any freight damage claims) for shippers, carriers and consignees and any others involved in the arrangement of, and transportation of, freight hereunder.
- (e) Undertaking the collection of charges for transportation services sold or arranged by ISR.
- (f) Making settlements (payment) with all carriers utilized to transport freight shipments, the transportation of which was sold by ISR.
- (g) The provision and maintenance of public liability, auto liability and cargo loss and damage insurance to be in effect while freight is being transported under the terms of this Agreement, and an independent contractor's/ owner/operator agreement approved by MEADOW LARK.

**5. Assignment Not Allowed**

This Agreement shall not be assigned by ISR without the prior written consent of MEADOW LARK.

**6. Credit Terms**

It is agreed that the ISR shall obtain prior written credit approval on all accounts with MEADOW LARK prior to arranging or dispatching any shipments. Credit limits may or may not be set on any customer account based on payment procedures, risk analysis, or any other reasons determined by MEADOW LARK to be appropriate. The ISR's failure to adhere to credit limitations or failure to receive credit approval will result in the amount of any losses related to the arrangement or transportation of shipments where no such approval was obtained, being charged/set off to the ISR. ISR is to make every reasonable effort to assist MEADOW LARK in the collection of any amounts due or past due. The cost ( including but not limited to legal fees) and amount of any unresolved rate disputes or adjustments will be charged back to the ISR.

**7. Carrier Approval**

ISR agrees that it will use only those carriers approved/authorized by MEADOW LARK prior to the arrangement of, or transportation of, any shipments hereunder. Violation of this term shall constitute a material breach of this Agreement and a "for cause" reason for immediate termination. Additionally, ISR shall be liable to MEADOW LARK for all liability and damages of any kind incurred by MEADOW LARK (including but not limited to reasonable attorney fees) resulting from such violation.

**8. Commissions**

Commissions will be paid as set forth in Exhibit A attached.

**9. Confidentiality - ISR ACKNOWLEDGES AND AGREES THAT:**

The unauthorized use or disclosure of Confidential Information is prohibited, including, but not limited to, Meadow Lark's operating policies and procedures; computer data bases; computer software development and utilization; computer source codes; financial records; financial and operating controls and procedures; contracts and agreements of all kinds, including those with customers and vendors; pricing; marketing, sales services, sales and customer lists; identities of customers and customer contacts; identities of customer prospects and contacts; shipping needs/requirements of customers and purchasing information; functions and records; logistics management; processes and procedures; litigation and other legal matters and information that is or may be copyrighted.

**10. Term/Termination**

- (a) The term of this Agreement shall be continual and will automatically renew unless terminated by either Party at any time by written notice, "without cause" upon 30 days prior written notice, or immediately without written notice "for cause". "For Cause" shall mean any material violation of this Agreement including, but not limited to, failure to achieve agreed-upon gross revenue; the conviction for a gross misdemeanor or felony. In the event of termination without cause the Parties shall be responsible to each other to complete any work in process, and perform all other obligations set forth in this Agreement. In a "without cause" termination, MEADOW LARK will make final payment to ISR of all amounts owing within 45 days of receipt of notice of termination, or after all gross revenues are collected commissions payable are calculated, and claims are settled on accounts serviced by ISR, whichever occurs last.
- (b) If the ISR is also an independent contractor providing motor carrier service to MEADOW LARK, under a signed Independent Contractor's Operating Agreement with MEADOW LARK, termination of this Agreement shall also constitute termination of the Independent Contractor's Operating Agreement; and drivers shall have the option to apply to MEADOW LARK or other MEADOW LARK independent contractors in order to continue providing their transportation services.
- (c) In the event of termination of this Agreement for any reason, ISR shall be solely responsible to others it has hired or contracted

with to assist it in the performance of this Agreement, for all compensation, all applicable federal, state and local taxes and any other benefits of any kind owing to such persons for any reason. Except as required under the terms of this Agreement, ISR agrees that MEADOW LARK shall not be liable to ISR , or others ISR has hired or contracted with to assist it in the performance of this Agreement for any claims or damages of any kind arising out of termination of this Agreement.

**11. Remedy at Law is Inadequate**

- (a) In the event ISR violates any of the terms of this Agreement, ISR recognizes and acknowledges that the remedy at law, including monetary damages, may be inadequate and that MEADOW LARK shall be entitled in addition to any other remedy it may have to an injunction restraining ISR from violation of this Agreement. In the event legal action is necessary for the enforcement hereof by MEADOW LARK, ISR shall be liable for cost, expenses, and reasonable attorney's fees incurred.
- (b) In addition to the remedy set forth above, MEADOW LARK in its sole discretion may pursue a claim for damages (in tort and/or in contract) resulting from any violation of this Agreement by ISR and shall be entitled to costs, expenses, and reasonable attorney's fees incurred by MEADOW LARK in enforcing the terms of this Agreement (including appeals). Claims for money damages shall be subject to arbitration provisions contained in Par. 14 (e) and action(s) for injunctive relief shall be an exception to the arbitration provisions in Par. 14 (e).

**12. Indemnification**

ISR shall indemnify and hold MEADOW LARK harmless from all claims, liability, losses, damages, and expenses, including, but not limited to, legal costs and fees arising out of its performance or violation of any of the terms of this Agreement.

**13. General Provisions**

- (a) Validity/ Survival. If any provision of this Agreement is determined by a court of competent jurisdiction or arbitrator to be invalid, void or unenforceable, the remaining provisions shall nevertheless, continue in full force without being impaired or invalidated in any way. The representations of the Parties shall survive termination of this Agreement.
- (b) Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.
- (c) Binding on Heirs and Executors. This Agreement shall be binding on and inure to the benefit of the heirs at law and successors-in-interest of the Parties.
- (d) Disputes. In the event of a dispute arising out of this Agreement, the Parties' sole recourse, except as provided below, shall be to arbitration under the rules of the American Arbitration Association (AAA) or other arbitration association by agreement of the Parties. On mutual agreement, the Parties may agree to arbitration outside the administrative control of any arbitration association. The decision of the Arbitrator shall be binding and final, and the Award of the Arbitrator may be entered as judgment in any court of competent jurisdiction. Arbitration proceedings shall be conducted at the offices of AAA or any other agreed arbitration association, nearest Billings, Montana, or such other place as mutually agreed upon in writing; or if no agreement, then as directed by the Arbitrator. Proceedings may be conducted by telephone or video conference upon agreement of the parties. It is further agreed that either party may apply to a court of competent jurisdiction for injunctive relief at any time prior to commencement of arbitration proceedings. Unless preempted by Federal transportation law and regulations, the laws of the State of Montana shall be controlling. The prevailing party (including any appeals) shall be entitled to recovery of costs, expenses, and reasonable attorney's fees in any arbitration or equitable proceedings, and in the event it is necessary to enter Judgment and pursue further legal action to collect an Award rendered by the Arbitrator. This arbitration remedy shall not apply to the enforcement of an Award of arbitration.
- (e) Notices: (I) Any notices required or made under this Agreement shall be made in writing and delivered, return receipt requested, to the address shown herein, with postage prepaid; or by courier upon receipt of delivery to the addressee; or confirmed by fax (electronically acknowledged on paper); or by email with electronic confirmation of receipt.
- (f) The Parties shall immediately notify each other of any claim that is asserted against them arising out of or related to the performance of this Agreement.
- (g) The Recitals stated above are contractual as well as recital.
- (h) ENTIRE AGREEMENT: Except for the attached Exhibits A and B, and unless otherwise agreed in writing, this Agreement contains the entire understanding of the Parties and supersedes all verbal or written prior agreements, arrangements, and understandings of the Parties relating to the subject matter stated herein. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence may be introduced to reform this Agreement in any judicial or arbitration proceeding.

THE PARTIES HAVE SIGNED THEIR NAMES ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

MEADOW LARK AGENCY, INC.  
MEADOW LARK TRANSPORT, INC.

INDEPENDENT SALES REPRESENTATIVE

By: \_\_\_\_\_  
(Sign) (Print)

By: \_\_\_\_\_  
(Sign) (Print)

**EXHIBIT A**

DATE: \_\_\_\_\_

**MEADOW LARK AGENCY INC & MEADOW LARK TRANSPORT INC  
INDEPENDENT SALES REPRESENTATIVE AGREEMENT  
COMMISSION SCHEDULE AND TERMS**

This Exhibit A, Commission Schedule and Terms, is part of the Independent Sales Representative and Meadow Lark Agreement dated \_\_\_\_\_ between Meadow Lark Agency Inc, Meadow Lark Transport Inc, and \_\_\_\_\_ "Independent Sales Representative" or ("ISR").

**1. MEADOW LARK, will pay ISR:**

- (a) 60% of the net margin received on all shipments, the transportation of which was sold and brokered by ISR for Meadow Lark Agency Inc with the remaining net margin of 40% being no less than a minimum amount of \$50.00 to be paid to Meadow Lark Agency, Inc.
- (b) 8% of the line haul rate received for transportation services sold by ISR and hauled by Meadow Lark Transport trucks domiciled with ISR or System trucks domiciled with Central dispatch.
- (c) 9% of the line haul rate received for transportation services sold by the ISR and hauled by Meadow Lark Transport trucks domiciled with ISR or System trucks domiciled with Central dispatch, when Line Haul Revenue is greater than \$2.5 million and up to \$4 million gross. Line Haul Revenue is computed from the ISR start dates (Anniversary) and applies to all loads for the remainder of that 12 month period and includes the next 12 months. New % will apply at the beginning of the next full month after revenue goal is reached. If revenue drops below \$2.5 million in the subsequent Anniversary year, ISR commissions will revert back to 8%.
- (d) 10% of the line haul rate received from transportation services sold by ISR and hauled by Meadow Lark Transport trucks domiciled with ISR or System trucks domiciled with Central dispatch, when Line Haul Revenue is greater than \$4 million gross. Line Haul Revenue is computed from the ISR start dates (Anniversary) and applies to all loads for the remainder of that 12 month period and includes the next 12 months. New % will apply at the beginning of the next full month after revenue goal is reached. If revenue drops below \$4 million in the subsequent Anniversary year, ISR commissions will revert back to % in b or c above based on gross Line Haul revenue.
- (e) 5% of the line haul rate received from transportation services sold and where the load was hauled by another ISR'S domiciled truck.
- (f) 5% of the line haul rate for hauling another ISR'S load or corporate (Billings Office) booked load with one of your domiciled truck
- (g) "Net Margin" and "Line Haul Rate" for purposes of this Agreement shall mean: Gross receipts received for each entire shipment less any interlines, fuel surcharges, taxes, accessorial charges, demurrage charges, late fees, payment processing fees, including but not limited to; Power Track, and any other back charges or off-sets allowed under the Agreement of which this Exhibit is a part.
- (h) Meadow Lark Transport and Meadow Lark Agency commission payments will be made each Wednesday for all loads billed claim free the preceding Friday. ISR shall be responsible for any negative net margins, which will be charged back or off-set against any future commissions earned by ISR.

**2. In the event MEADOW LARK is:**

- (a) required (at its sole discretion) to refund or credit any amounts received from customers arising out of any error or omissions of ISR, or
- (b) if MEADOW LARK is required to repay or refund to (in its sole discretion) a customer or its trustee in bankruptcy due to an alleged preferential payment, or
- (c) if MEADOW LARK is subject to any losses, damages, or liability arising out of ISR's performance or violation of any of the terms of this Agreement, including but not limited to reasonable attorney fees, MEADOW LARK shall have the right to charge back or off-set any amounts under (a), (b) or (c) against any future commissions earned by ISR. Any such obligation(s) of ISR hereunder shall survive termination of this Agreement for any reason, for which ISR shall remain liable to MEADOW LARK until fully paid.

3. ISR shall be solely responsible for payment of compensation (including any applicable taxes) for all employees and/or Independent sales representatives whom it employs to assist in performance of this Agreement. Under no condition shall MEADOW LARK be responsible for payment of compensation of any kind to ISR's employees and/or independent sales agents.

**MEADOW LARK AGENCY, INC.  
MEADOW LARK TRANSPORT, INC.**

**INDEPENDENT SALES REPRESENTATIVE**

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT B**

DATE: \_\_\_\_\_

**MEADOW LARK AGENCY INC, MEADOW LARK TRANSPORT INC, &  
INDEPENDENT SALES REPRESENTATIVE AGREEMENT  
CODE OF ETHICS**

**I. Corporate Values:**

- A. No bad deals, all players benefit from association with our company
- B. We are constantly in pursuit of excellence in our image and operations
- C. We do not compare ourselves to any other business, only to how WE were yesterday
- D. Our word is our bond

II. Act according to our published values. We are what we do, not what we say. We don't over-report results, oversell our service, or sell our employees short.

III. We allow our employees to see how our ethical system applies to everyday problems.

IV. We will outline specific responsibilities for decision making to insure accountability. We are willing to take action if our ethical code is violated.

**V. For yourself:**

- A. Be the best at what you do. Always be the most professional and the most honest.
- B. Your word is your bond. As the great Roman, Marcus Aureoles said, "Never esteem anything as of advantage to you that shall make you break your word or lose your self respect."
- C. Say "Thank You" as often as you can.
- D. Consider the goals and talents of other's and reach for your own personal goals and talents.
- E. Always ask these questions when in a troubled situation:

- 1. Is it the truth?
- 2. Is it fair to all concerned?
- 3. Will it build goodwill and better relationships?
- 4. Will it be beneficial to all concerned?

We take our code of ethics very seriously. We believe in being honest in all of our business transactions and that is what makes Meadow Lark stand apart from most of our transportation competitors. As you make daily contacts and become more involved in the trucking business, always remember our published code of ethics. Our customers will benefit from it and so will the individuals involved.

Our employees and Independent Sales Representatives are our greatest asset and there is much opportunity to grow at Meadow Lark. Personal integrity, punctuality, teamwork, communication skills and self-motivation are the keys to a successful career here. We believe in high employee involvement and that each employee is valuable.

**MEADOW LARK AGENCY, INC.  
MEADOW LARK TRANSPORT, INC.**

**INDEPENDENT SALES REPRESENTATIVE**

By: \_\_\_\_\_

By: \_\_\_\_\_

**EXHIBIT C**

**MEADOW LARK AGENCY, INC. and MEADOW LARK TRANSPORT, INC.  
INDEPENDENT SALES REPRESENTATIVES AGREEMENT, with**

\_\_\_\_\_

Dated \_\_\_\_\_ (Agreement)

The following terms are incorporated by reference into the Agreement:

Any person or entity, whether employee or independent contractor, hired by ISR to assist in the performance of ISR's Agreement with Meadowlark shall sign an Agreement with ISR which includes the following terms and conditions.

A. Employee, or independent contractor acknowledges and agrees that: ISR shall be solely responsible for payment of all compensation in any form (including any applicable payroll-related taxes, federal, state or local) for all employees and/or independent sales representatives whom it employs or hires to assist in performance of the ISR Agreement. Under no condition shall MEADOW LARK be responsible for payment of such compensation of any kind (including any applicable payroll-related taxes, federal, state or local) and all ISR employees and/or independent sales representatives hereby waive any and all rights, or claims of any kind, whether in contract, tort, or statutory against MEADOW LARK therefore.

B. ISR shall be solely responsible for compliance with any valid and enforceable non-compete/non solicit agreement to which employee or independent contractor may be bound arising out of any prior employment relationship of employee or independent contractor.

C. In the event of default by ISR to fulfill its payment of compensation obligation to any ISR, employee or independent contractor, MEADOW LARK, at its sole discretion, may pay any such amount owing, at any time, and may deduct the amount paid from any amount MEADOW LARK may owe ISR. ISR shall remain obligated to pay MEADOW LARK to the extent the amount owing MEADOW LARK is greater than the amount MEADOW LARK owes the ISR

D. The terms of the Indemnification, par 14 of the Agreement shall be fully applicable to any violation of this Exhibit C. The terms and conditions of the Agreement are incorporated herein by this reference.

Signed:  
INDEPENDENT SALES REPRESENTATIVE

Signed:  
EMPLOYEE OR INDEPENDENT CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



Meadow Lark Companies  
 P O Box 50575  
 Billings, MT 59105-0575  
 866-736-5233

Under the internal revenue service code, section 6041 (a) a, we are required annually to send you (and the IRS) a 1099 form for reporting payments made to you (unless you are an exempt payee as listed on form W-9). It should be noted that if you fail to furnish us your correct name and TIN, we may be required to withhold and remit to the IRS 29% from all payments we make to you. If you are an individual/sole proprietorship please list company name and the name that is listed on your social security card.

Please check the type of business you have below:

- ( ) Corporation
- ( ) Partnership
- ( ) Individual/Sole Proprietorship
- ( ) Other \_\_\_\_\_

Federal Taxpayer Identification Number:

\_\_\_\_\_

Social Security Number:

\_\_\_\_\_

Individual Name (Individual/Sole Proprietorship )

\_\_\_\_\_

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

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

\_\_\_\_\_

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

User email: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

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

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

**Please Return This Letter To:**

Meadow Lark Agency Inc                      **Fax# 866-869-5040**  
 ATTN: Michelle Borsum  
 P O Box 50575  
 Billings, MT 59105

Customer List In Order of Revenue

**Customer List**

<b>Company Name:</b>		<b>Office Use Only:</b>	
Physical Address:		Broker/Transport?:	
City:	State:    Zip:	Load Tech?:	
Main Contact:	Current Volume: \$    /mo	Share?:	
Telephone:	Anticipated Volume: \$	D/O/E?:	
		Comments?:	

<b>Company Name:</b>		<b>Office Use Only:</b>	
Physical Address:		Broker/Transport?:	
City:	State:    Zip:	Load Tech?:	
Main Contact:	Current Volume: \$    /mo	Share?:	
Telephone:	Anticipated Volume: \$	D/O/E?:	
		Comments?:	

<b>Company Name:</b>		<b>Office Use Only:</b>	
Physical Address:		Broker/Transport?:	
City:	State:    Zip:	Load Tech?:	
Main Contact:	Current Volume: \$    /mo	Share?:	
Telephone:	Anticipated Volume: \$	D/O/E?:	
		Comments?:	

<b>Company Name:</b>		<b>Office Use Only:</b>	
Physical Address:		Broker/Transport?:	
City:	State:    Zip:	Load Tech?:	
Main Contact:	Current Volume: \$    /mo	Share?:	
Telephone:	Anticipated Volume: \$	D/O/E?:	
		Comments?:	

All information must be filled in completely in order to expedite credit processing. This includes Main contact, physical address, and local phone number, not toll free number.

**MEADOW LARK TRANSPORTATION    POTENTIAL AGENT DRIVER LIST**

	<b>DRIVER NAME</b>	<b>SSN</b>	<b>ST OF LIC</b>	<b>DL #</b>	<b>DOB</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

**POTENTIAL AGENT TRUCK AND TRAILER LIST**

	YEAR	MAKE	MODEL
1 TRACTOR			
1 TRAILER			
2 TRACTOR			
2 TRAILER			
3 TRACTOR			
3 TRAILER			
4 TRACTOR			
4 TRAILER			
5 TRACTOR			
5 TRAILER			
6 TRACTOR			
6 TRAILER			
7 TRACTOR			
7 TRAILER			
8 TRACTOR			
8 TRAILER			
9 TRACTOR			
9 TRAILER			
10 TRACTOR			
10 TRAILER			