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Revised 7/17/17

Secretary  
Pennsylvania Public Utility Commission  
400 North Street, Second Floor  
Harrisburg, PA 17120  
/+  
[www.puc.pa.gov](http://www.puc.pa.gov)

JUN - 5 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Application for Motor Common Carrier or Motor Contract Carrier of Household Goods in Use.**

THIS APPLICATION IS REQUIRED TO REQUEST A CERTIFICATE OF PUBLIC CONVENIENCE (FOR COMMON CARRIERS) OR PERMIT (FOR CONTRACT CARRIERS) TO OPERATE AS A COMMERCIAL CARRIER OF HOUSEHOLD GOODS IN USE.

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

All My Sons of New Jersey, LLC

- If you are an individual who has not formed any type of corporate entity, you should enter your name **as it will appear on your insurance documents.**
- If you are filing for a partnership, but **not a limited liability partnership**, the names of all partners must be entered on this line. Those names should be entered **as they will appear on your insurance documents.** This includes husbands and wives filing jointly.
- If you are filing for a corporate entity (corporation, limited liability company, or limited liability partnership), **even if you are the sole shareholder member**, you must enter the name **exactly as it appears on the registration papers from the Corporation Bureau of the Pennsylvania Department of State.**

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

This is any name which you will be operating under which differs from the **LEGAL NAME OF APPLICANT.** A **TRADE NAME** is considered a **FICTITIOUS NAME** if the identity of the applicant cannot be readily determined. *EXAMPLE: John Doe is the applicant and wants to use the name "Johnboy Trucking" as his trade name. People cannot readily determine that John Doe is the actual operator; therefore, the name is fictitious and must be registered as such. Trade names such as "John Doe Trucking" or "J. Doe Trucking" are not considered fictitious and would not have to be registered.*

3. **Do you currently hold PUC Authority?**  **NO** **Previous Authority?**  **NO**

If YES, at PUC No. A- \_\_\_\_\_

4. **Are you a business entity registered with the PA Dept. of State?**  **NO**

If NO, you must register (see checklist on how to register)

If YES, provide your PA Corporation Bureau Entity ID Number 6708972  
(See checklist and indicate type of business entity registered)

5. **If either a corporation or limited liability company please list members (LLC) or shareholders and officers (corporation).**

Chris Generate - President  
Nick Bouras - CFO

2400 Old Mill Rd., Carrollton, TX 75007  
2400 Old Mill Rd., Carrollton, TX 75007

6. **Physical Address** (do not use PO Box)

16 Rockhill Road, Unit B  
Street Address

Cherry Hill, NJ 08003  
City, State and Zip Code

(856) 924-6788  
Telephone Number

Camden  
County

The address entered here should be the actual location of the business. This is the address the Commission needs in order to dispatch Enforcement Officers to inspect equipment.

7. **Mailing Address** (if different from Physical Address)

2400 Old Mill Road  
Street Address

Carrollton, TX 75007  
City, State and Zip Code

This is the address to which the Commission will send all official documents issued by the Commission. If left blank, it will be assumed that the **MAILING ADDRESS** is the same as the **PHYSICAL ADDRESS**.

8. **Attorney** (if applicable)

\_\_\_\_\_  
Attorney's Name & Telephone Number for this Filing

\_\_\_\_\_  
Attorney's Address

An attorney's name should only be entered if an attorney is filing the application for a client and the application is being sent under the attorney's cover letter.

9. **Does applicant have a USDOT Number?**

No

Yes; at No. 3053370

10. **Describe the service area proposed by this application.**  
(Use the space below or attach additional sheet if space provided is not sufficient).

---

Transporting household goods in use between points in Pennsylvania.

---

*Examples:*

- *To transport household goods in use between points in Pennsylvania,*
- *To transport household goods in use from points in Centre County to points in Pennsylvania, and vice versa.*

11. **Certification:**

Applicant certifies that it is not now engaged in unauthorized intrastate transportation for compensation between points in Pennsylvania and will not engage in said transportation unless and until authorization is received from the Pennsylvania Public Utility Commission.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it may be subject to civil penalties, suspension or cancellation of the Certificate for failure to comply with Commission requirements.

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported gross Pennsylvania intrastate revenues; said assessment to help defray expenses incurred in regulating Motor Common Carriers of Household Goods in Use; and acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the certificate.

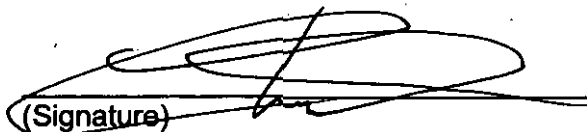
## Verification of Application

I/We hereby state that the statement(s) made in this application is/are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Chris Generale

(Print Name)



(Signature)

6/4/18  
(Date)

The verification of the application must be completed by the applicant appearing on Line 1 of the application by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Secretary (if a corporation).

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SECRETARY'S BUREAU

## VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

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All My Sons of New Jersey, LLC

Legal Name of Applicant

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Trade Name, if any

16 Rockhill Road, Unit B

Street Address (principal place of business)

Cherry Hill

City or Municipality

NJ

State

08003

Zip Code

The Verified Statement of the Applicant factual details about your proposed transportation service. Your Verified Statement must answer all of the items listed below and on the following pages. Provide as much information as possible to prevent delay in processing your application. If you need more space to provide your answer, please attach additional pages identifying the appropriate item number.

1. Identify the person making the Verified Statement on behalf of the applicant. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number.

Chris Generale - President  
2400 Old Mill Road, Carrollton, TX 75007  
(469) 461-5000

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

All My Sons of New Jersey, LLC is its own entity owned by AMS Group Holdco, LLC, which owns other "All My Sons" entities.

3. Please provide evidence of minimum of two-years' experience with a licensed household goods carrier as required by 52 Pa. Code §3.381(c)(1)(iii)(A)(II)(-1-).

President, Chris Generale, has over 8 years of experience working with and managing licensed household goods carriers. CFO, Nick Bouras, has over 6 years of experience with licensed household goods carriers.

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to including office machines that will be utilized, and the facility to house vehicles. As a carrier of household goods in use, applicant should include a description of storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers.

All My Sons of New Jersey, LLC is located in a shopping plaza with back parking for vehicles. No storage services are provided at this location. Our Client Management System (CMS) is used to book moves, store customer, vehicle, and business files, and communicate with our drivers, via distributed tablets. All files are also stored at our corporate office, in Carrollton, TX, in our Fleet/Safety/Risk Management departments.

5. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the territory you will be serving. In addition, please explain:
- Your hiring standards for drivers;
  - Your system for conducting criminal background checks;
  - Your driver training program;
  - Your system for conducting driver license checks;
  - Your policies regarding alcohol and drug use by your drivers.

2018 Safety Manual attached, including  
May 8, 2018 addendum

6. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below.

YEAR	MAKE	MODEL	SEATING CAPACITY*	VEHICLE ID #	MILEAGE
2018	Freightliner	M2	3	3ALACWFC1JDKA5996	2174.21
2018	Freightliner	M2	3	3ALACWFC3JDKA5997	2388.67
2018	Freightliner	M2	3	3ALACWFC5JDKA5998	2241.81

7. Describe your vehicle safety program. Please include the following in your explanation:
- Your periodic vehicle maintenance plan
  - Your system for ensuring your vehicles will continuously comply with applicable Pennsylvania vehicle equipment standards (67 Pa. Code, Chapter 175).

attached Master VLSA agreement with  
Penske Truck Leasing

8. Please explain what steps you have taken to determine if you can obtain insurance and pay the required insurance premiums.

Insurance has already been purchased and filed.

9. State whether the applicant has been convicted of a misdemeanor or felony. If applicant is partnership, limited liability partnership, corporation, or limited liability company this question applies to all members, officers, and/or shareholders. If "YES", explain.

YES  NO

10. Financial Data. Complete the "Statement of Financial Position", which follows this page. Please feel free to also provide additional information explaining why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

### Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

(Signature)

  
Chris Generale - President

(Name and Title, printed or typed)

(Date)

6/4/18

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SECRETARY'S BUREAU

New Jersey

Statement of Financial Position (Balance Sheet)

As of (date) \_\_\_\_\_

ASSETS

Current Assets

Cash

Other Current Assets (specify)

Total Current Assets

Tangible Assets

Motor Vehicle Equipment

Property (buildings, land, etc.)

Office Equipment

TOTAL ASSETS

LIABILITIES

Current Liabilities (Due within one year of date)

Loans

Credit cards/revolving credit

Other Liabilities (Attach schedule)

Total Current Liabilities

Long Term Liabilities (Due after one year of date)

Mortgage

Long term commercial loan

Other Liabilities (Attach Schedule)

Total Long Term Liabilities

TOTAL LIABILITIES



**All My Sons of Cherry Hill**

**Balance Sheet**

As of April 30, 2018

**ASSETS**

	<i>As of</i>	
	<i>Dec 31, 2017</i>	
<b>Current Assets</b>		
Cash in bank	\$	42,361
Accounts receivable		-
Other current assets		-
Due to/from affiliates		(5,695)
<b>Total Current Assets</b>		<u>36,666</u>
<b>Property, Plant and Equipment</b>		
Transportation, moving and office equipment		1,785
Buildings and leasehold improvements		-
Land		-
<b>Total Property, Plant and Equipment, at cost</b>		<u>1,785</u>
Less accumulated depreciation		(30)
<b>Net Property, Plant and Equipment</b>		<u>1,755</u>
Other Assets		2,848
<b>Total Assets</b>	<b>\$</b>	<b><u>41,269</u></b>

**All My Sons of Cherry Hill**

**Balance Sheet**

Balance Sheet (Continued)

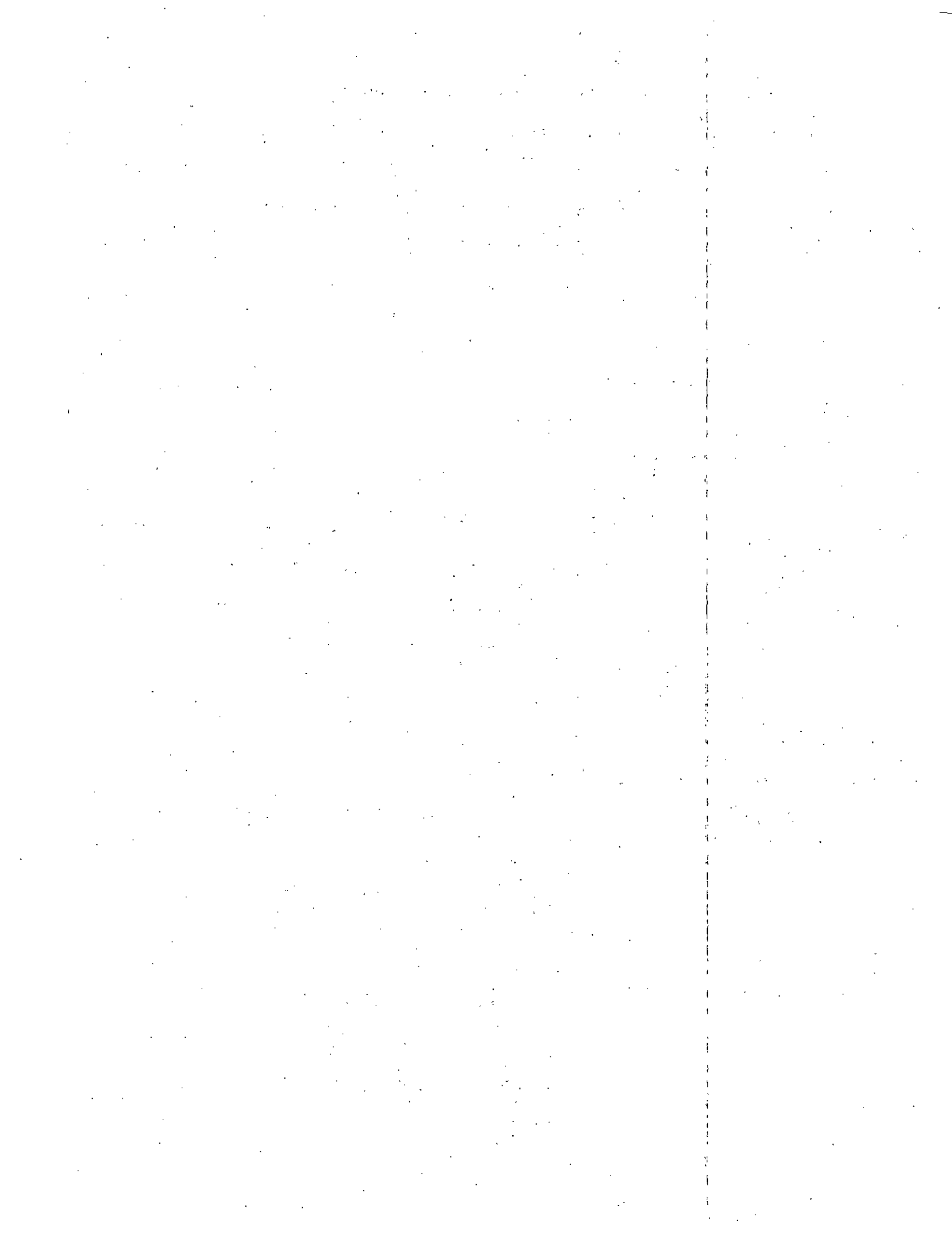
**LIABILITIES AND SHAREHOLDER'S EQUITY**

	<i>As of</i>	
	<i>Dec 31, 2017</i>	
<b>Current Liabilities</b>		
Accounts payable	\$	2,451
Accrued expenses		8,588
Accrued interest expense		-
Other current liabilities		-
Due to Affiliates		76,871
Line of credit		-
<b>Total Current Liabilities</b>		<u>87,910</u>
<b>Long-Term Liabilities</b>		
Notes Payable		-
Other Notes Payable		-
Total Notes Payable		-
Deferred Rent		-
<b>Total Long-Term Liabilities</b>		<u>-</u>
<b>Total Liabilities</b>		<u>87,910</u>
<b>Shareholders' Equity</b>		
Common Stock		-
Additional Paid in Capital		-
Distributions		-
Stockholder notes receivable		-
Retained Earnings		(46,641)
<b>Total Shareholders' Equity</b>		<u>(46,641)</u>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$</b>	<b><u>41,269</u></b>

**All My Sons of Cherry Hill**  
**Income Statement**  
January through April 2018

---

	<b>Jan - Apr 2018</b>
<b>Moving and storage revenue</b>	\$ 10,144
<b>Expenses</b>	
Operating	22,002
Selling, General and Administrative	39,044
<b>Total Expenses</b>	<u>61,046</u>
<b>Income/(Loss) from operations</b>	(50,902)
<b>Other Expenses</b>	
Depreciation expense	30
Interest Expense	-
Other Non-Operating Expense	39,796
<b>Total Other Expenses</b>	<u>39,826</u>
<b>Income Before Taxes</b>	
Income Taxes (State)	-
<b>Net Income (Loss)</b>	<u><u>\$ (90,728)</u></u>



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2018

All My Sons Moving & Storage Policies and Safety Manual



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## New Driver Qualification Standards

(CDL & Non-CDL)

All drivers who operate a vehicle to service All My Sons Moving & Storage customers, whether in intrastate or interstate commerce must be **first** qualified by the corporate safety department and meet the following standards established by state regulations and All My Sons Moving & Storage company policy. This applies to any vehicle (power unit and towed units) that will be used to transport cargo, packing materials, equipment or workers. This includes vehicles owned, rented, and leased equipment.

### Age

- **Interstate/Intrastate:** Must be minimum of 21 years of age (Federal DOT regulation)
- All Drivers must have 3 years U.S. driving experience

### General Knowledge & Skills

- Able to sufficiently read, write, and speak the English language
- Able to safely operate the type of vehicle he/she will be assigned to drive
- Any falsification or misrepresentation of the application OR material for employment
- Must pass a road test examination in the same type of vehicle to be operated in All My Sons Moving & Storage service

### Physical requirements

- Must be able to pass D.O.T physical examination (part 391 of the Federal Motor Carrier Safety Regulations, sections 391.41 and 391.43)
- Must submit to a pre-employment drug screen and obtain a negative result
- Must be able to perform duties requiring driver to repeatedly bend at the waist and neck, twist and rotate hands, wrist, shoulders, elbows, and forearms
- Must be able to grip and grasp repeatedly, operate foot pedals and conduct balancing and accelerated physical activity in awkward positions
- Any driver not meeting the requirements of the Federal Motor Carrier Safety Regulations (FMCSR)

### Driver's License & identification

- Possess a valid driver's license with no restrictions (except for corrective lenses and/or hearing aid)
- License issued by state of permanent residence
- Must not possess more than one valid driver license
- Provide all licenses held during last three years
- Experienced CDL drivers must have one (1) year verifiable all-weather and all-terrain experience
- Must be U.S. citizen or have obtained permanent immigration and naturalization service resident or work status
- Must possess original social security card and photo identification, CDL, and/or DL (name must match on both documents)

### Driving Record

- No more than three (3) moving traffic violations in prior three (3) years
- No reckless, careless, or dangerous driving charge in the prior three (3) years
- No attempting to elude a peace officer in the prior three (3) years

- No driving while impaired in the prior three (3) years
- Any conviction or guilty plea for leaving the scene of an accident or falsifying an accident report in the past three (3) years
- Any felony conviction in which the use of Commercial Motor Vehicle (CMV) was involved is excluded forever from coverage
- Any suspension, revocation, disqualification, cancellation of license or driving while license suspended in past three (3) years due to excessive moving violations.
- Acceptable – 1 at-fault accident and 0-2 minor violation in the last three (3) years OR 0 at-fault and 3 minor violations in the last (3) years
- Unacceptable – 1 or more major violations within last three (3) years. 1 at fault accident and 3 or more minor violations within last three (3) years. More than 2 at fault accidents within the last three (3) years.

#### ALL MY SONS MOVING & STORAGE DEFENSIVE DRIVING COURSE – PROFESSIONAL DRIVING TECHNIQUES (PDT)

- The course is offered as additional training to assist in addressing driving performance standards and driver experience.
- Post incident defensive driving course training may be prescribed or required to maintain active driver status.

#### Drugs & Alcohol

- Any post-accident refusal or failure to submit on entire record
- Any convictions or guilty plea within the past three (3) years for DWI/DUI/OWI or under the influence of controlled substance while operating a personal automobile or motorcycle.
- Any open container conviction within the past three (3) years
- Any driver on court supervised probation, parole, under felony indictment or similar pending legal proceedings
- Refusal to submit to alcohol testing with a previous motor carrier's alcohol testing program will have the same consequences as a DWI/DUI/OWI
- Refusal to submit to alcohol testing in a state with "implied consent" licensing will be considered a DWI/DUI/OWI
- No positive drug or alcohol test or refusal to test under a DOT or company testing program

#### Accidents & Incidents

- Frequency – No more than two (2) preventable accidents within the past three (3) years (must provide report)
- No hit and run accidents within the past three (3) years

Note: Preventable accidents will be determined by the facts obtained by All My Sons Moving & Storage in the absence of another carrier's records or by known conviction or bond forfeiture of the driver cited for a moving violation resulting in an accident.

## **Background**

- Any felony conviction in the past three (3) years, multiple felony charges will be reviewed. No more than three (3) felony charges on an entire record.
- No convictions or guilty plea regarding murder, rape, sexual acts, or any offense involving moral turpitude
- All applicants are subject to employment verification of all employers within the past 10 years. A third party service will be appointed to contact applicant's prior employers. If a driver ID number is issued prior to All My Sons Moving & Storage reviewing the results of the employment verification, the driver's approval will be temporary until background is approved by Safety.
- If applicant was employed within the past 10 years outside of the United States, the foreign employment is subject to verification. There will be additional charges for foreign employment verification

All applicants are subject to a criminal record verification within the last 10 years. A third party service provides the verifications. If a driver ID number is issued prior to All My Sons Moving & Storage reviewing the results of the criminal background; the driver's approval will be temporary until the background is approved by Safety.

### **Proof of Employment**

- If self-employed, must provide proof
- Military service must be documented with copy of DD214
- If any company is no longer in business, proof must be provided (W-2, check stub, log, etc.)
- Must provide month/year of employment of all jobs along with city, state and working phone numbers

**Note:** Any material falsification and or misrepresentation on the application will result in disqualification as a driver for All My Sons Moving & Storage.

### **Qualification of Current Drivers**

(CDL & Non-CDL)

All currently employed drivers of All My Sons Moving & Storage shall maintain a high standard of compliance with all DOT, CDL, and or state requirements to maintain their driving privilege. The following qualifications will be adhered to.

- An employee shall not drive a motor vehicle unless he/she is qualified to drive a motor vehicle
- Can by reason of experience, training or both, determine whether the cargo he/she transports has been properly loaded and distributed; secured in the type of motor vehicle he/she operates
- Is physically qualified to drive a CMV and has a current DOT medical card signed by a licensed physician
- Has a current and valid driver's license to operate the type of equipment of operation by driver
- Has provided All My Sons Moving & Storage with his/her annual certification of violations as required by section 391.27 of the FMCSR
- Driver must not be disqualified to drive a motor vehicle under section 391.15 of the FMCSR
- Driver must be enrolled/active in either the company and or DOT regulated random testing program
- Must maintain a daily record of duty status according to Federal DOT, State and Company requirements
- Must be capable of driving for extended periods of time, up to the maximum allowable times in a safe manner under a variety of conditions including night driving and spending up to 80% of on duty time in the vehicle for extended periods
- Must meet all company requirements as outlined in the driver safety handbook
- Any and all other task assigned by management for which the employee is qualified and physically able to perform, with or without a reasonable accommodation

### **Disqualification Criteria**

The company strives to provide all employees with fair and reasonable conditions of employment at all times. However, in order to carry out its business obligations and priorities in the most efficient manner possible, the company adheres to the principle of at-will employment whereby the company and employees alike can cease the employment relationship at any time and for any reason. In exercising such a policy, the company will attempt to inform an affected employee confidentially of the circumstances surrounding a disqualification.

**Disqualifying offenses include but are not limited to:**

1. Possession of alcohol or drugs while on duty for the company. The only exception is drugs prescribed by a licensed physician with assurance that the use will not impair job performance.
2. Theft of or misuse, abuse or misappropriation of any item or product or thing belonging to the company and/or any customer, shipper or any person of business, or any threat to do the same
3. Serious crash, including overturns, and rollovers, based upon recommendation
4. Fighting with any other employee, or customer, or any other person while on duty, unless it is an act of self-defense
5. Disregard of local, state, or federal laws and regulations including but not limited to:
6. Repeated intentional hours of service violations, e.g., over the 11 hour, 14 hour or 70 hour rules and/or falsification of logs
7. Excessive moving violations and or safety violations
8. Conviction of DWI, DUI, or driving under the influence of drugs or other disqualifying act listed under the disqualification criteria of the Federal Motor Carrier Safety Regulations.
9. Abusive language, obscene gestures or suggestive remarks which threaten and breach common decency
10. Unauthorized passenger(s)
11. Reckless or careless driving conviction. No more than 2 preventable crashes or no more than 4 moving violations, or any other combination thereof.
12. Failure to call in
13. Withholding CODs
14. Poor relations with customers
15. High claims ratio
16. Insubordination
17. Poor driving record

## **Policy Changes Disclaimer**

All My Sons Moving and Storage reserves the right to make any changes, at any time, by adding to, deleting or changing an existing policy.

The rules set out in this manual are as complete as we can reasonably make them. However, they are not necessarily all-inclusive because not every possible circumstance can be anticipated. The company may vary from the policies and provisions in this manual if, at the sole discretion, the circumstances require.

## **Application**

All prospective drivers will be required to complete a Driver's Application. All helpers, warehouse and office employees will be required to complete a general employment application.

## **False/Misleading information**

Any false or misleading information given by a prospective employee on the application for in an interview will result in termination of employment and or cancellation of contract.

## **Road Testing**

All prospective drivers will be required to complete a satisfactory road test by All My Sons Moving and Storage. The road test will require the driver to safely and competently complete tasks. The use of seat belts and other safety devices is mandatory during all roadtest.

## Cell Phone/GPS/Electronics

All usage of electronic devices is strictly prohibited while operating a commercial motor vehicle for any purpose with All My Sons Moving & Storage. The use of handheld mobile device is strictly prohibited in all company and or rented equipment.

## Distracted Driving Policy

All My Sons Moving & Storage recognizes that distracted driving can impair safe driving and contribute to vehicle accidents. This policy will apply to all commercial drivers operating company equipment, independent contractors operating their own equipment under a lease or owner-operator agreement, and to non-commercial drivers, including sales and management personnel and all others operating company owned equipment. We are committed to ending the epidemic of distracted driving, and have created the following rules, which apply to any employee operating a company vehicle or using a company-issued cell phone while operating a personal vehicle:

This policy is intended only to define certain prohibited activities and prescribe certain practices and recommendations to help employees safely operate company equipment or perform work for All My Sons. Any activity which would cause drivers to take both hands off the wheel at the same time, or their mind entirely off the driving responsibilities is prohibited. Driving distractions include devices inside the cab as well as conversations with passengers or co-drivers. Distractions may also be caused by objects or occurrences outside the cab, such as signs, billboards, "rubbernecking", etc.

Although a list of activities that could be considered distractions would be too numerous to mention, All My Sons prohibits the use of the following devices by the driver while the vehicle is in motion or stopped at a traffic light:

- Texting with a cell phone or PDA
- Cell phone use, this includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages
- Televisions and CD players
- Use of radio or stereo headphones
- Electronic games
- Any device in violation of any applicable local ordinance, state or federal statute
- If company employees need to use their phones, they must pull over safely to a rest area or another safe location.
- Additionally, company employees are required to:
  - Turn cell phones off or put them on silent or vibrate before starting the car.
  - Consider modifying voice mail greetings to indicate that you are unavailable to answer calls or return messages while driving.
  - Inform clients, associates and business partners of this policy as an explanation of why calls may not be returned immediately.

Cell phone conversations should be limited to conversations related only to the delivery task. While animated and argumentative conversations are sometimes unavoidable, they are to be delayed until the vehicle can be parked in a safe and legal parking area. All My Sons also prohibits driving while impaired mentally or physically, including driving while in a fatigued state. When fatigued, your ability to operate the vehicle safely is significantly reduced. If you find yourself in any of these conditions, please find the next safe place to legally park and get some rest.

All My Sons prohibits the unnecessary use of cell phones while driving. It is best to make mobile phone calls only when you are safely parked off the traveled portion of the roadway. Minimize the use of the CB radio to communications that enhance your ability to drive the vehicle safely, efficiently, and to gather valuable information related to road, traffic and weather conditions.

All My Sons also suggests the following safe practices:

- Do not reach for something that would cause you to move your body and hands from their proper driving positions or that would cause you to take your eyes off the road.
- If you must drink something, use a straw and avoid open cups that might easily spill.
- Choose foods that are simple and easy to hold and manipulate with one hand and never take both hands off the wheel at the same time.
- Pre select radio stations.
- If conversing with a passenger or co-driver, keep your eyes focused on the road ahead. Do not look at the person with whom you are speaking. Avoid any discussion, or conversation, that is contentious or causes you to lose focus on your driving responsibilities.
- Never write or handle paperwork while the vehicle is in motion.
- Do not read a map or atlas while the vehicle is in motion. Study your map and directions while parked.
- Pre-program your GPS with origin and destination points before moving your vehicle.

### **Consequences**

If a driver is involved in an accident, and a significant causal factor of the accident is driving while distracted, the driver will be subject to retraining and/or disciplinary action up to and including termination. It is important to understand that Federal Motor Carrier Safety Regulations 49CFR Part 390.17 prohibits texting while driving a commercial motor vehicle (CMV) and violation of this regulation may also result in steep fines.

### **Backing/Spotter Usage**

A spotter must be used every time a company owned or operated vehicle is backed, including on the yard. If at any time the driver can no longer see the spotter in the mirror, STOP and check for the spotter's location. If a spotter is not available, the driver must exit the vehicle and walk completely around the vehicle, checking for obstacles and low overhangs before backing. Violation of policy may result in disciplinary action up to and including termination.

### **Radar Detectors**

In accordance with FMCSA 392.71, no driver shall use a radar detector in a commercial motor vehicle or operate a commercial motor vehicle that is equipped with or contains any radar detector.

### **Security**

- All shipments must be locked and secured at all times during transport of household goods
- Ensure the safety of our drivers
- Ensure the security and integrity of our customer's product from point of origin to final destination
- Drivers should not, under any circumstances, drop a trailer without authorization from management
- All company equipment must be parked at terminal locations at all times

### **Driver's license**

It is the responsibility of the individual professional driver to maintain at all times, and to possess at all times, a current and valid driver's license. If a driver's license is suspended or revoked, that driver is required by law to notify the Compliance & Safety Department by the end of the day following the date of license suspension or revocation. The driver is suspended from driving immediately upon notification. It is illegal for a driver to possess more than one driver's license.



## **Moving Violations Report (MVDC)**

Federal regulations require that every professional driver, every year, report to the Compliance & Safety Department the number of moving violations that the individual has received during the previous year. It is your responsibility to see to it that this information is received. In order that your driving record may be annually reviewed in accordance with DOT requirements, this report is available upon request to your supervisor.

## **Notifications of Convictions for Driver Violations & Suspensions**

Federal Motor Carrier Safety regulations state that persons operating commercial motor vehicles must notify their employer within 30 days of conviction for driver violations (excluding parking violations) and/or suspensions. The notification must be made in writing and contain the following information:

1. Driver's full name
2. Driver's license number
3. Date of conviction
4. Type of offense and any suspension, revocation, or cancellation of certain driving privileges which resulted from such conviction(s).
5. Indicate whether the violation was in a commercial motor vehicle.

## **Unauthorized Passengers**

Federal regulations (part 392.60) and company policy prohibit drivers and co-drivers allowing unauthorized passengers aboard trucks and or inside trailer area at any time. The penalty for violation is disqualification as a driver for the company. Be forewarned that this policy is strictly enforced. Only prior-authorized company employees may be considered authorized passengers.

Note: Due to concerns for safety, a maximum occupancy of available seatbelts per power unit is allowed.

## **Operation & Damage to Equipment**

Recklessness while on duty, or on company property, will not be tolerated. Carelessness resulting in damage or loss to company equipment will be charged back to the driver. Our company is proud of the equipment we provide to our customers. In order to maintain a professional image, it is important that any damages, regardless of how minor, be reported immediately. Upon using any company vehicle you must document any damage on your daily vehicle inspection report (DVIR).

## **Seat Belt & Bunk Restraints**

All My Sons Moving & Storage recognizes that safety belt use helps protect employees, reduce injuries, and control operating costs. Studies show conclusively that failure to use safety belts (lap and shoulder belts) results in increased deaths and injuries. Reducing costly injuries and preventing deaths protects employees and strengthens our effectiveness as a company. Moreover, safety belt use in commercial motor vehicles is required by federal law.

Safety belts must be used at all times while driving or riding in any company vehicle on company or personal business, or in any other vehicle while on official company business. For sleeper berths, occupant restraint systems installed by the manufacturer must be used, whether the system is at the entry point of the berth or incorporated as a belt-type restraint within the berth itself. This policy applies to all employees and all occupants of vehicles driven by employees on official business, whether in company-owned vehicles (including trucks), rented vehicles, or employees' personal vehicles. In addition, the company policy requires that, if a sleeper is being used by co-driver while the vehicle is in motion, the bunk restraint assembly must be utilized. All vehicle occupants must be restrained when the vehicle is in motion. All personnel will be held accountable for using safety belts. Non-compliance may result in disciplinary action up to, and including, discharge.

## **Equipment Brakes**

DOT regulations require that truck units must have brakes adequate to control the movement of and to stop the unit. Additionally, all brakes with which the unit is equipped must be operable at all times. It is illegal to drive a company vehicle if the brakes are defective and it is the driver's responsibility to make periodic checks to assure that the brakes on the unit are operating efficiently.

## **Physical Examination**

Every driver must be physically re-examined and re-qualified at a minimum every two (2) years. All physical examinations must be conducted at an authorized medical facility approved by Compliance and Safety Department. As a convenience, the company makes every effort to notify our drivers at least thirty (30) days prior to the expiration date of their physical and qualification, but in the final analysis it is the driver who is responsible for maintaining current DOT physical and qualification status and have in his/her possession during duty hours a valid physical card. All driver physicals must be conducted at a medical facility authorized by the Compliance and Safety Department.

## **Theft & Vandalism**

The company management will not knowingly tolerate any act of theft or vandalism committed by any person against company property, any customer, or shipper, or any person of business, or personal property of any employee. Any employee found responsible for such offense, may face legal action and prosecution. All employees are requested to assist in this cause by reporting suspicious acts in progress, or any information concerning an incident of this type which might have already occurred. Any theft of Goods being transported by All My Sons Moving & Storage or equipment theft must be reported immediately.

## **Handgun & Radar Detector Policy**

It is strictly prohibited to carry handguns on any company truck. Many states have statutes which classify carrying a handgun as a criminal offense. It is also prohibited by Federal Regulation and Company policy to have a radar detector in any company trucks. All personnel knowingly aware of such behavior; will result in disciplinary action. Reports of such acts, can be reported anonymously to our corporate Safety Department.

All employees, including managers and supervisors, are responsible for using safe work practices, for following all directives, policies and procedures and for assisting in maintaining a safe and secure work environment.

## **Unauthorized Use of Equipment**

Any and all unauthorized use of company equipment or company property is forbidden. If unauthorized use occurs, that employee will be responsible for the use and payment for such actions. This type of action will also result in termination of employment with All My Sons Moving & Storage.

## **Drugs & Alcohol**

The use and or possession of any controlled substance in company equipment, company property, and or customer property will result in immediate termination.

The use and or possession of alcohol in company equipment, company property, and or customer property will result in immediate termination.

## **Defensive Parking**

Always ensure brakes are properly set on vehicle. Company policy prohibits the parking of our equipment on the shoulder of any highway, except in the event of mechanical breakdown or emergency. In many states such parking is

prohibited by law. Company drivers are instructed to avoid stopping on the highway shoulder for rest periods, to change drivers, to check map, messaging, etc. When making these routine stops, find a suitable place where you can get the equipment off the road. If you find it absolutely necessary to stop on the highway, park as far off the traffic lane as possible, on the hard surface, and turn on the flashers. Immediately determine that the flashers are in proper working order and then, day or night, set out emergency reflective devices as detailed.

## Hours of Service (Driver's Record of Duty Status)

The following information must be included and legibly printed on the driver's Record of Duty Status:

1. Driver's first name
2. Driver's last name
3. Driver's PIN number
4. Co-Driver's first name (if applicable)
5. Co-Driver's last name (if applicable)
6. Co-Driver's PIN number (if applicable)
7. Company name
8. Total miles driving today (numbers must be legibly)
9. Date, month, and year printed legibly
10. Manifest or Bill of lading number
11. Multiple days off-duty
12. Gridlines complete (use a ruler or straight edge)
13. Remarks section (city and state is required on all changes of duty status)
14. Truck number
15. Driver's signature
16. Trailer number (if applicable)

All portions of the log must be filled out. Failure to complete Record of Duty Status activities, failure to preserve a record of such activities, or making of **false reports** in connection with such duty activities shall make the driver and/or carrier liable to prosecution.

The driver shall keep their Record of Duty Status current to the time shown for the last change of duty status. All entries must be legible and in the driver's own handwriting.

If the PeopleNet is not working properly and or driver is in rental equipment the driver shall turn in the original driver's record of duty status, at the completion of each trip.

**DRIVER'S DAILY LOG**

(Print name and date of transportation equipment in the space provided)

---

Truck No. \_\_\_\_\_ Date \_\_\_\_\_

---

Trailer No. \_\_\_\_\_ Date \_\_\_\_\_

---

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	TOTAL HOURS
1) OFF DUTY																									
2) DRIVING																									
3) ON-CALL																									
4) ON DUTY REST PERIODS																									
REMARKS																									

**RECAP**

1) OFF DUTY \_\_\_\_\_

2) DRIVING \_\_\_\_\_

3) ON-CALL \_\_\_\_\_

4) ON DUTY REST PERIODS \_\_\_\_\_

TOTAL HOURS \_\_\_\_\_

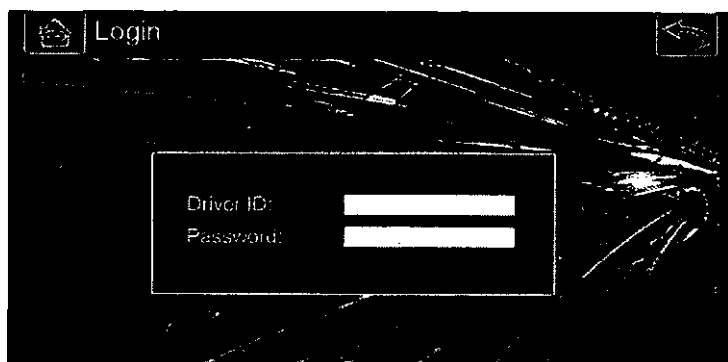
## Electronic Logs

The PeopleNet is an effort to elevate Compliance & Safety to the next level in providing our drivers with the latest technology to assist them not only be more productive but also have greater control over hours worked each day. PeopleNet not only helps calculate available hours but gives a real picture of hours of that day and the previous 7 days.

### Start of Day

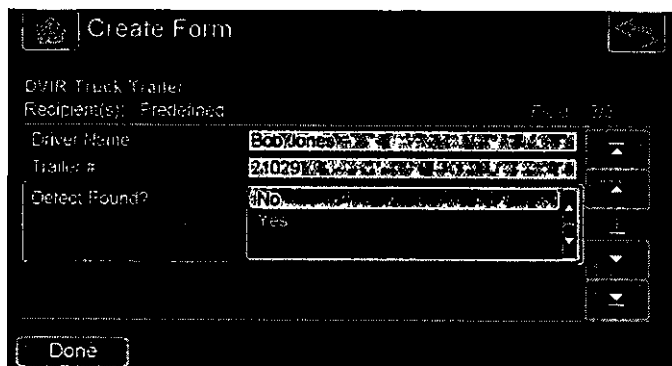
#### Login

1. Open on-screen (soft) keyboard by selecting keyboard icon or by using bottom right button. (This is how you will open keyboard whenever needed)
2. Enter your "Driver ID" - Press (Tab) on soft keyboard then change keyboard to numeric (123)
3. Enter your "Password" – Close keyboard using X button or bottom right button(this will be the same each time you need to close keyboard)-- Press OK – Unit will place a call to retrieve your driver information (Takes about 1 min)
4. Select "On-Duty" Icon. Confirm Duty Status Change – Press OK



#### DVIR Truck Trailer

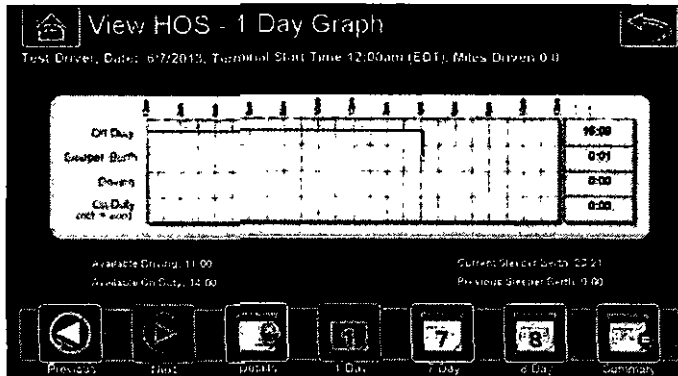
1. Perform Pre-Trip inspection first (Min 15min)
2. Enter Driver Name – Press Tab on keyboard
3. Enter Truck # – Press Tab on keyboard
4. Enter Defect(s) Found (Yes = Defect was found on either truck or trailer, No = No defect was found on truck or trailer)
5. If defect was found on truck or trailer describe each defect that was found
6. Close Keyboard & Press Done



## During your Day

### Review Hours of Service

1. From the **Home** screen - Select **"eDriverLogs"**
2. Press **View HOS**
3. Press **1 Day, 7 Day, or 8 Day** for the desired log graph
4. From any log graph screen - Press **Details** for the graph detail summary



## End of the Day

### Driver Logout

1. From the Home screen – Select **LOGOUT** shortcut
2. Select **YES** to logout and leave the truck
3. Select correct ending **Duty Status (Off Duty)**

### DVIR Truck Trailer

1. Perform Post-Trip inspection first (Min 1.5min)
2. Complete same as Pre-Trip

### BLU2 Tips and Tricks

#### Returning to Home Screen

To get back to the Home screen, you can return by:

- If in application press **Button 5** (shown on the display) – The menu will always return to the top Home menu. If the display does not change, look for **Application Buttons** to return.

OR

- In any messaging screen, press the **HOME** shortcut to return to the **HOME** menu



**No driver shall operate a motor vehicle, and All My Sons Moving and Storage shall not require or permit a driver to operate a motor vehicle, while the driver's ability or alertness is so impaired, or so likely to become impaired, through fatigue, illness, or any other cause to make it unsafe for him/her to begin or continue to operate a motor vehicle.**

### Motivational Plan

Logs must match supporting documents and compliance is required with hours of service, recording must match supporting, including excessive miles. Disciplinary procedures will be administered for excessive major violations. Five progressive disciplinary steps up to and including disqualification, will be applied.

**First Offense** within one (1) calendar year Verbal warning with HOS re-training

**Second Offense** within one (1) calendar year Written warning with HOS re-training

**Third Offense** within one (1) calendar year 3 Days suspension with HOS re-training

**Fourth Offense** within one (1) calendar year 7 Days suspension with HOS re-training

**Fifth Offense** within one (1) calendar year Termination and or removal from driving

### Hours of Service/Logs Disciplinary Policy

Effective immediately, All My Sons Moving & Storage has implemented the following disciplinary policy regarding Hours of Service Violations. All My Sons Moving & Storage will not tolerate any employee, driver or independent contractor who either operates a motor vehicle, accepts dispatch, dispatches or coordinates any movements that would cause the maximum Hours of Service standards as set forth by the Federal Motor Carrier Safety Administration (US DOT) to be exceeded.

### Logs, Form & Manner

All logs must be printed or written legibly and **MUST** be turned in weekly with all other trip documents. Failure to complete logs per CFR 49 (Company, City, State, Signature, Commodity (1203, 1993 or Empty), Mileage, Hours Totals/Recap, Pre/Post Trip Inspections and Fuel Stops) will incur the following corrective actions. Fuel stops, loading, unloading, pre/post trip inspection must be logged on the date and time that they actually occurred.

**LOGGING THE FOLLOWING EVENTS IS A MUST - NOT AN OPTION!**

- Fuel stops

- Loading
- Unloading
- Pre-trip inspection
- Post-trip inspection

## Falsification of Logs

**First Offense** within one (1) calendar year written warning with HOS re-training

**Second Offense** within one (1) calendar year Termination and or removal from driving

## Driving & Stopping Rules

All State and City Ordinance; Part 392 of the FMCSR:

- Avoid "tail-gating" and following too closely, this not only prevents accidents but presents a good image for your profession
- Avoid driving too fast for the highway conditions. Avoid exceeding the traffic flow speed during heavy traffic, ice, snow, and inclement weather conditions.
- Drive at speeds which allow you to maintain control of your unit at all times and under all conditions
- Always avoid excessive and unnecessary lane changes. If you do lane changes, do so properly, using your indicator signal.
- Make right turns and left turns correctly. Avoid blind spots wherein other vehicles might be trapped. Be alert and avoid if at all possible, all high risk, head-on collision possibilities.
- Approach all intersections cautiously, even those where you have the right of way. This includes stale green lights and high-speed intersections.
- Watch for pedestrians. Be especially alert for pedestrians at shipper's and consignee's facilities
- Avoid backing whenever possible.
  - a) Adjust and use your mirrors to their fullest capacity.
  - b) Never back around corners, onto a freeway ramp, or into intersections.
  - c) Before backing, get out and walk around your vehicle and check underneath to assure there are no persons or objects under or around your vehicle.
  - d) Back slowly and always with extreme caution.
  - e) Back into driveways wherever possible and drive forward into the street.

## General Driving Standards

Responsible, safe, efficient and courteous drivers not only follow All My Sons Moving & Storage rules in conjunction with federal, state, and city driving and stopping rules, they go beyond to demonstrate their professionalism as drivers. Defensive driving covers these general areas.

- Seeing and being seen
- Having heightened awareness
- Managing speed and space
- Following general backing guidelines
- Having the right attitude

There are five driver actions responsible for over 80% of all preventable collisions. They are:

- Following too closely
- Driving too fast for the conditions you are in
- Failing to maintain control of the vehicle
- Improper lane changes
- Improper turns

### **Non-Personal Use of Company Equipment**

Personal use of company equipment is strictly prohibited. Violation of this policy can and will result in termination of employment.

### **No Smoking Policy**

No smoking will be allowed in or around company equipment. No smoking shall be allowed in, or around the origin or destination location, or in the warehouse. Violation of this policy may result in disciplinary action.

### **Speed Limit Control**

- Drivers are not to exceed any speed limits and not to exceed the posted speed limit at any time for any reason.
- All My Sons Moving & Storage will under no circumstances pay for fines incurred for speeding violations or any traffic or log book violations.

### **Speeding Disciplinary Action Policy**

- First Offense: Verbal Reprimand
- Second Offense: Written Reprimand into the personnel file
- Third Offense: May include up to termination

### **Driver's Daily Vehicle Inspection Report**

Part 396 of the Federal Motor Carrier Safety Regulations require every driver to prepare a written Vehicle Inspection Report at the completion of each day's work. The report must list any defect discovered or reported which would affect the **safe operation** of the vehicle or result in a mechanical breakdown. If no defects are discovered, the driver should indicate such.

When a driver operates more than one vehicle a day, a report is required for each vehicle. Prior to the operation of a vehicle, repairs must be completed on any item shown on the report that would affect the safe operation. The qualified person making the repairs must certify by signing the report. If the repairs are not necessary for safe operation, the appropriate box must be checked, and the qualified person must sign the report.

Before driving the vehicle, the driver shall be satisfied the vehicle is in safe operating condition and review the last vehicle inspection report. The driver should sign the report, only if defects were noted and repairs were performed.

The driver shall turn in the original Driver's Daily Vehicle Inspection Report at the completion of each trip. Further information can be found in the FMCSR regulations.

**Safety** – safety is the most important and obvious reason for proper vehicle inspections. Inspecting your vehicle helps you to know your vehicle is safe.



**Legal Requirements** – Federal and state law requires an inspection by the driver. An unsafe vehicle must be placed “Out of Service” until the driver or owner fixes it. Company policy requires you log a minimum of fifteen (15) minutes on line 4, on duty not driving, for a pre-trip inspection.

**Pre-Trip Inspection** – driver must perform a pre-trip inspection before each trip to find problems that could cause a crash or breakdown.

**Post-Trip Inspection and Report** – driver must perform a post-trip inspection at the end of the trip, day or tour of duty on each vehicle operated. It will include filling out a Driver Vehicle Inspection Report (DVIR) listing any problems you find. Company policy requires you log a minimum of fifteen (15) minutes on line 4, on duty not driving, for a post-trip.

#### Spotting Problems

- During a trip, watch gauges for signs of trouble
- Use your senses to check for problems (look, listen, smell, feel)
- While stopped, check critical items such as tires, brakes, wheels and rims
- Inspect all exterior lights for proper operation

#### Looking for Tire Problems

- Check for too much or too little pressure: You need 4/32 on front and 2/32 on all other tires
- No fabric should show through tread or sidewall
- Ensure tread separation is adequate and tires are free from cuts
- Ensure dual tires are not in contact with each other
- Check for mismatched tire sizes
- Check for cut or cracked valve stems

#### Wheel and Rim Problems

- A damaged rim can cause the tire to lose pressure or come off
- Rust around wheel nuts may mean the nuts are loose
- Missing clamps, spacers, studs, lugs mean danger

#### Brake Drum or Shoes

- Shoes or pads covered with oil, grease, and brake fluid
- Shoes worn dangerously thin, missing and or broken.

#### Emergency Equipment:

- Fire extinguisher(s) must be charged and properly secured
- Warning devices for parked vehicles (example, three reflective warning triangles)
- Spare electrical fuses (unless equipped with circuit breakers)

#### Engine Compartment

- Coolant level
- Power steering and hose condition
- Windshield washer fluid
- Battery connections and tie downs
- Inspect belts and hoses
- Engine fluid leaks

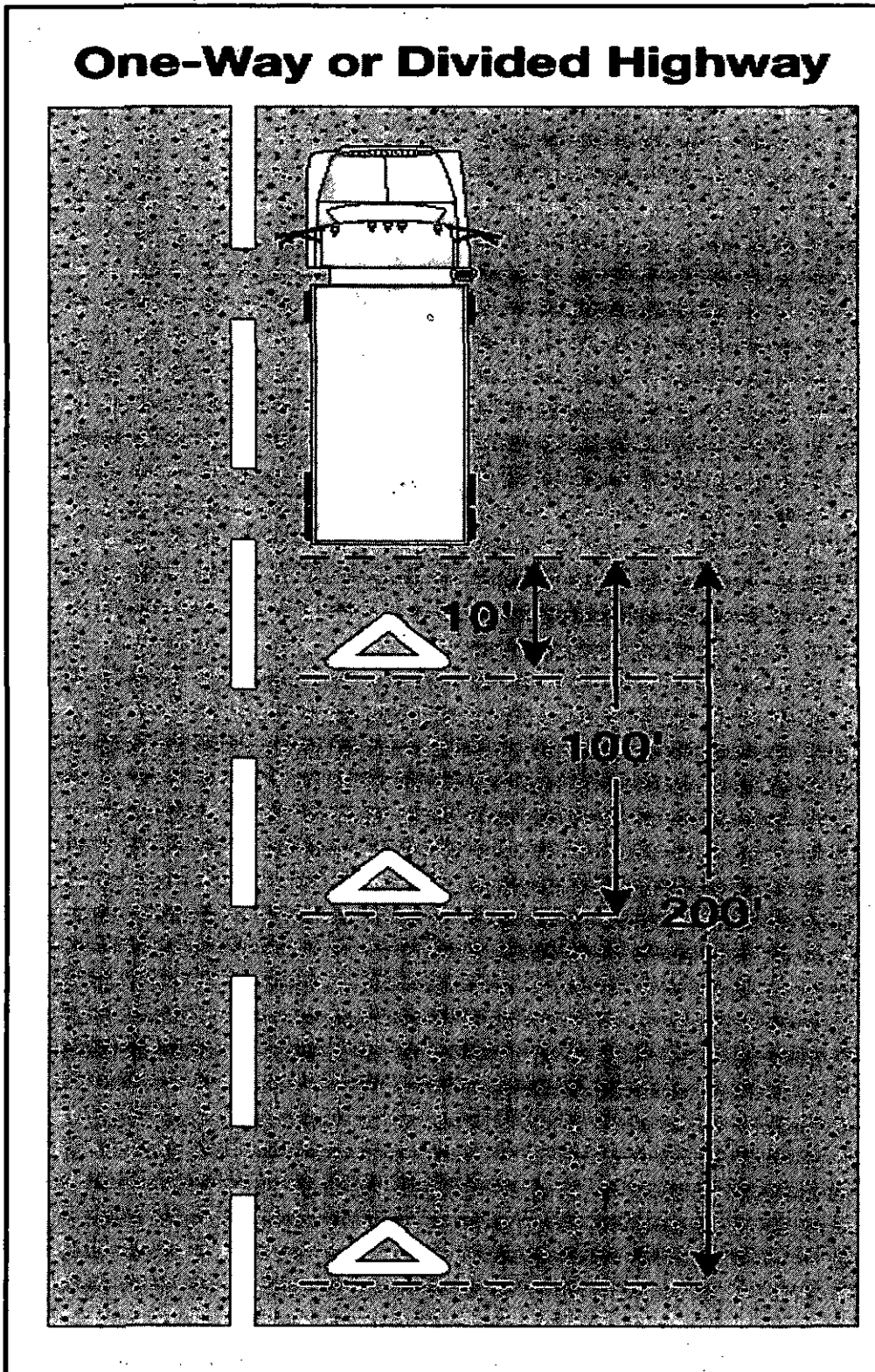
- Cracked, worn electrical wiring

**Inside Cab and exterior lights**

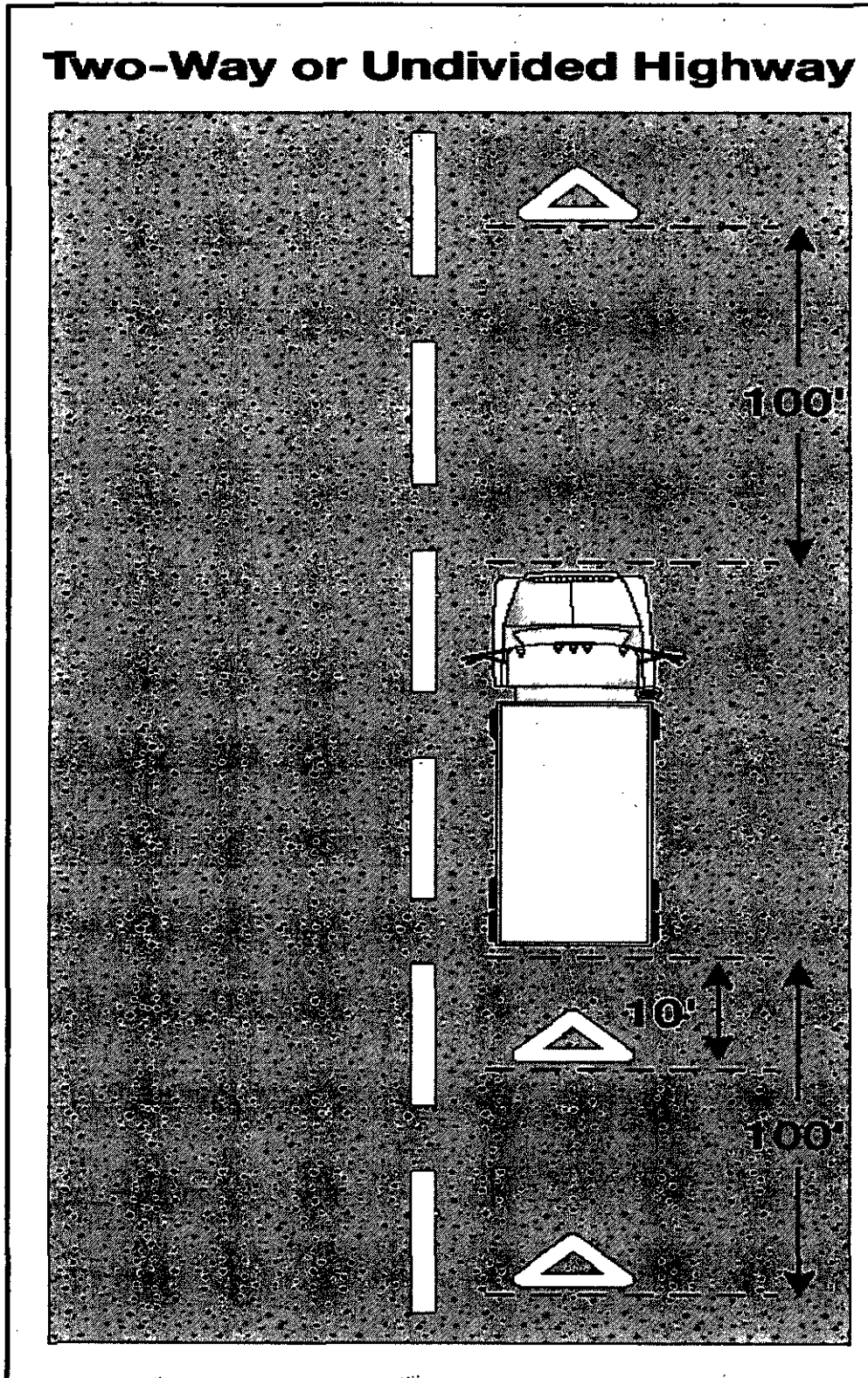
- Horn operation
- All lights are operational
- Turn signals
- 4-way flashers
- Windshield
- Windshield wipers
- Brake operational
- Brake lights
- Seat belt(s)

**If you find anything unsafe during the pre-trip inspection, get it repaired. Federal and State laws forbid operating an unsafe vehicle.**

### Triangle Placement



# Triangle Placement



## Roadside Inspections/Citations

If you are approached by a DOT or a state representative wanting to inspect your equipment you are to assist him/her in a courteous and cooperative manner. Any defects should be corrected as soon as possible. If your unit is placed Out of Service, notify All My Sons Moving & Storage dispatcher as soon as possible. DO NOT operate the unit except under the authority of the agency official or directions from All My Sons Moving & Storage office until all Out of Service defects have been corrected and documented. The company is required by Federal Regulations to review/repair any defects noted on all roadside inspections, and return to the issuing agency within the allotted time frame. It is the responsibility of the individual professional driver to turn the inspection and/or citation immediately to Safety & Compliance.

## Safety Incentive Program

For every DOT safety inspection that comes back without any violations, each driver shall receive a safety incentive bonus.

## Railroad Crossings

Drive at a slow speed, so you can stop if you need to. Continue when you are sure the way is clear. Listen and look for oncoming trains. Don't change gears while you are crossing the tracks. ALWAYS slow down!

## Crashes/Incidents/Fuel Spills

(Driver Instructions and accident Procedures)

**Please refer to your vehicle accident kits when an accident occurs for more detailed instruction.**

If involved in a crash, take the following steps:

### Stop immediately to investigate

Turn on flashers and then set out reflectors. If the situation is hazardous, station your co-driver or a volunteer well behind the crash scene in a safe position to warn approaching traffic, and prevent a chain reaction pile up.

If involved in a fuel spill, take the following steps:

- Never spill into water
- Avoid drains, sewers, or other drainage
- Priority of pavement
  1. Concrete – First
  2. Asphalt – Next
  3. Dirt – Last
- Do not drive around, stay where spill is detected
- Attempt to contain spill

**Call the police:** If you are unable to leave the scene, ask passing motorists to call for you.

If injuries are involved, call an ambulance. If you are unable to leave the scene, ask a passing motorist to make the call for you. Render first aid to the best of your ability, but do not move a person who appears to have sustained a serious injury unless it is absolutely necessary.

**Call the Safety & Compliance Department:** This call is to receive top priority after the above procedures have been completed. The call to the Safety & Compliance Department must be made immediately on every crash and spill,

regardless of the damage involved. Report the severity of the crash and do not minimize. You may be directed by the Safety & Compliance Department to remain at the scene until a company representative or designated employee as arrived. Safety & Compliance.

**People Involved:** Maintain your composure and do not discuss responsibility. Be courteous, but do not sign anything or discuss the crash with anyone, including the news media, except the police or an identified crash investigator or company representative. Be sure that you have properly identified these people before you enter into a discussion. You may give to the parties involved your name and address, the company name and address, your driver's license number and your equipment unit numbers and license numbers. Do not furnish any additional information.

Refer to the crash report form, on your truck, and obtain the following information from the other parties involved:

- Name, driver license number and address of driver and phone number
- Name and address of any passengers in other vehicle and phone numbers
- Name, address and age of injured and type of injury
- Complete vehicle description, including year, make, model, license number and extent of damage.
- If possible, get the name and address of the other driver's insurance company
- Name, addresses of any witnesses
- If possible, get names, badge numbers and precinct of the investigating officers. Do everything possible to protect your equipment, personal, property and cargo from additional damage or theft.
- Please call dispatch and inform them of any delays. Indicate on line 4 of your log "on duty-not driving" status until you are released from the scene.

**Note:** The failure of a driver to report a crash because there was no other vehicle involved or because there was only minor damage will not be accepted as an excuse. Indeed, failure or unnecessary delay in reporting any crash to the Safety & Compliance Department may/will result in temporary suspension or disqualification.

**Note:** Federal Motor Carrier Law 392.40 (d) requires you to give to any person demanding the same, name and address, the name and address of the motor carrier for whom he/he is then driving for, the State tab registration number of the vehicle involved and if requested, exhibit the operator license.

- If the driver of the other vehicle involved admits fault, request that he/she sign the "Drivers Exoneration Sheet" which is also part of the Accident packet.
- Call the All My Sons Moving & Storage dispatcher immediately. Report the severity of the accident accurately. Do not try and minimize. This must be done quickly as the above information is secured. It is necessary that you call on EVERY ACCIDENT regardless of the amount of damages or circumstances.
- If you are told to do so by the dispatcher, stay at the scene until our adjuster or our company official arrives.
- If told to proceed, you are to make reports immediately upon arrival at the first terminal. You will not be dispatched out on another trip until this report is made.
- If the accident involves a vehicle containing explosives or other dangerous material, do the following:
  1. Guard against fires.
  2. Warn nearby people
  3. Keep bystanders away

An accident is defined as the occurrence involving a CMV operating on a public road that results in (1) a fatality; or (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of an accident; or (3) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle(s) to be transported away from the scene by a tow truck or other vehicle.

## Walk Board Safety

Walk boards are a major cause of slip, trip and fall injuries. Walk board manufactures have specifically advertised the use of walk board pins to secure the boards to the trailers. All walk boards must be pinned to the vehicle before any personnel can begin the loading or unloading process. Be aware of the slip resistant coating on the board and when shoes are starting to lose their grip. Notify a supervisor if a walk board is beginning to wear down (lose their ability to grip the shoe, so it can be taken out of service). All out of service walk boards should be tagged as such and put in an area where they will not be used.

## Slip, Trip, & Fall Prevention

Slips, trips, and falls can happen to anyone, anytime, anywhere. No single method can be used to prevent all slips and falls. The most common causes of slips and falls include: unsafe use of ladders, jumping on or off lift gates, slippery surfaces, inappropriate footwear, poor lighting, and obstacles on walkways, inattention and haste.

- Mop floor in area of spills immediately and post a "Wet Floor" sign. Never leave spills unattended.
- An oil-absorbing material should be used to control small oil spills.
- During inclement weather, keep rugs, mats and floors dry. Snow and ice should be removed from all sidewalks, driveways and access points at the warehouse and the customer's premises.
- Keep all floors, stairs, ladders, walkways, sidewalks and driveways in good repair.
- Be aware that electrical cords cause many tripping injuries.
- Good housekeeping is a must in accident prevention.
- Stairs, aisles and walkways should be clearly marked and kept free of any material.
- Look at each job and work area to consider possible hazards.
- Always use available stairs. Do not jump from heights, no matter how slight.

Additional preventative measures include:

- Proper footwear
- Warning signs
- Non-skid surfaces
- Correct use of equipment and ladders
- Floor mats
- Proper lighting

## Footwear

Good shoes or boots are a must to prevent injury. Footwear should have good tread to ensure solid footing on walk boards and other surfaces. Shoes/boots with thin or badly worn soles should not be worn.

## Job Injuries

All work related injuries must be reported immediately to your local management.

## Return-To-Work Program

All My Sons Moving and Storage will provide light duty when available. If any employee is able to return to work in a light duty capacity, every opportunity will be made for that employee to return. The treating physician will make offers of light duty in writing to the injured employee as soon as the employee has been cleared to return to work.

## **Company Safety and injury Prevention Policy**

It is the policy of the company to provide safe working conditions for all employees and to promote continuing, vital safety awareness at all levels, from top management to every individual worker. It is our belief that safety awareness is the basis on which a safety program must be founded; for, without this, safety is seriously compromised.

The company recognizes its responsibility to furnish a place of employment which shall be safe for employees and visitors; to provide safety devices and mechanical safeguards; to use methods to protect the life, health, safety and welfare of employees, visitors, and the general public; and maintain and enforce a program to fulfill this responsibility. Therefore, it shall be considered each person's responsibility not only to assure their own personal safety, but to develop a concern for the safety of all work with them.

Employee responsibilities for safety include the following;

1. Adhere to all safety rules and regulations
2. Wear appropriate safety equipment as required
3. Maintain equipment in good condition, with all safety guards in place when in operation.
4. Report all injuries, no matter how minor, immediately to the Safety & Compliance Department
5. Encourage co-workers to work safely
6. Report unsafe acts and conditions to the supervisor.

## **General Safety Rules**

1. All accidents/incidents must be reported to the Safety & Compliance Department at the time of their occurrence.
2. Machines or equipment shall not be operated until you have received proper instruction on its operations
3. All spilled oil, grease, water and other liquids must be wiped up immediately
4. Failure by an employee to comply with the safety rules is grounds for corrective discipline.

## **Material Handling**

1. Lifting; do not attempt to lift or push objects which are too heavy for you. See your supervisor when you need help.
2. When carrying material, watch for obstructions, loose material, etc.
3. Stack and store material in proper areas
4. Do not store material in aisles. Aisles must be kept clear at all times.

## **Fire / Medical Emergency**

1. Report all fires immediately to your supervisor and call fire emergency number and give location of fire.
2. All employees should know the location of the fire extinguishers.
3. Tampering with fire extinguishers is forbidden
4. Fire extinguishers, sprinklers, fire exits or risers are not to be blocked by supplies, stock or parts at any time.
5. Do not smoke or bring open flame in areas where flammable materials are used or stored
6. All employees must comply with posted "No Smoking" areas.

## **Fire Prevention**

In order to protect customer cargo, fire prevention is essential.

1. Engine must be turned off when refueling and no smoking or open lights shall be permitted within 150 feet of the unit.
2. Gasoline is not to be used for washing and cleaning purposes



3. Smoking is prohibited when hauling or when loading or unloading flammable products

Tire fires are easier to prevent than to put out.

1. Check tires at delivery stops and frequently on long drives.
2. Ensure proper inflation of tires
3. Never drive a unit with the parking brake or wheel brakes unreleased.

### Medical Emergency

1. Report all medical emergencies immediately to your supervisor and call medical emergency number and give location of emergency.
2. Stay on telephone line until released by answering party.

It is imperative that all employees become thoroughly familiar with the above safety rules and procedures, or fail to wear the appropriate safety equipment, will result in disciplinary action up to and including disqualification.

### Lifting

Keep your back straight and use your legs when lifting and lowering a load.

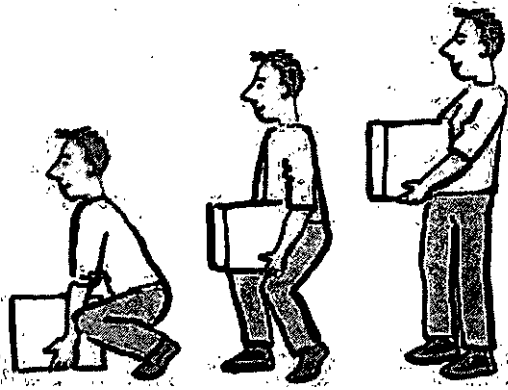
- Once object is lifted keep your balance.
- Move your feet to change direction.
- Do not twist your body.
- Get help with bulky objects

An object may not be heavy but, because of its size, it may be difficult to keep your balance while lifting and carrying. When you are off-balance, your muscles work harder to keep equilibrium.

You may need help with heavy objects. What do you mean by heavy? This depends on several things:

- Condition of the person doing the lifting
- The weight and bulk of the object being lifted
- The height to which the object is to be lifted
- Whether the object is to be lifted up from the floor or down from a shelf or table

Nine out of ten people in our business can, by using the proper methods described above, lift non-bulky objects weighing 60 pounds without strain. When you begin lifting objects which weight more than 60 pounds, you are entering the heavy area. Just how heavy depends on the individual and the weight of the object. Never exceed your lifting capacity. Get help when you need it.



### **Carrying**

Always make sure you have a good firm grip on whatever you are carrying. Watch out for your hands and arms when setting objects down. Don't get caught between objects or cut on sharp edges. Wear gloves when handling rough, sharpened or splintery objects.

### **Jumping**

While this is a dangerous practice, there are times when jumping may be unavoidable. For the most part, however, drivers who have been injured while jumping could have avoided doing so. If jumping cannot be avoided, check for the safe footing both where you are jumping from and to. The most frequent jumping accidents take place jumping from docks, platforms, truck bodies and the cab.

### **Climbing**

Drivers must climb around their truck to keep up on its condition and to do their work. Keep running boards, ladders and walking surfaces clean. In bad weather be extra careful of climbing and walking surfaces. Be sure you have a good grip on hand holds and your feet don't slip. Always maintain three points of contact.

### **Getting In & Out of the Truck Cab**

Not all cabs are the same. You need to familiarize yourself with steeping places and hand holds. Be sure the door is opened wide so you will not strike your arm or leg when climbing.

The rules for climbing into and out of a cab are similar to climbing a ladder: face the ladder (cab in this case) and while climbing keep three points in place while moving the other hand, or two hands and one foot in place while moving the other foot. When getting out of the cab, face the cab and back down keeping in mind the three point principle.

It is imperative that all employees familiarize themselves thoroughly with these safety rules and procedures. Failure to wear the appropriate safety equipment will result in disciplinary action up to and including disqualification.

### **Forklift Safety**

Forklifts shall be operated by those that are certified for the equipment being operated.

### **Key Control Program**

All My Sons Moving & Storage requires all units to be locked and keys stored securely.

## Entry Level Driver Training FMCSR 380.502

Entry-level driver training must include instruction addressing the following four areas:

**Driver qualification requirements:** The Federal rules on medical certification, medical examination procedures, general qualifications, responsibilities, and disqualifications based on various offenses, orders, and loss of driving privileges (part 391, subparts B and E of this subchapter).

**Hours of service of drivers:** The limitations on driving hours, the requirement to be off-duty for certain periods of time, record of duty status preparation, and exceptions (part 395 of this subchapter). Fatigue countermeasures are examined as a means of avoiding crashes.

**Driver wellness:** Be aware of basic health maintenance including diet and exercise and the importance of avoiding excessive use of alcohol.

**Whistleblower protection:** The right of an employee to question the safety practices of an employer without the employee's risk of losing a job or being subject to reprisals simply for stating a safety concern (29 CFR part 1978).

## Van Operator Qualification

An employer who uses an entry-level driver must ensure the driver has received a training certificate containing all the information contained in 380.513. It is also very important that all van operators understand the qualification process. One of the most important documents in this process is the physical. The form must be completed fully before the motor carrier accepts it. The following sections are of particular importance:

### Section 2 – Health History

In order to be physically qualified to operate a commercial motor vehicle (CMV), an applicant must demonstrate that he or she:

- Has no impairment or loss of (i) a hand or finger which interferes with the grasping; or (ii) an arm, foot, leg, which interferes with the ability to perform normal tasks associated with operating a CMV; or any other significant limb defect or limitation which interferes with the ability to perform normal tasks associated with operating a CMV; or has been granted an SPE Certificate pursuant to 391.49 (which may be subject to review by a van line Safety Department)
- Has no established medical history or clinical diagnosis of diabetes mellitus currently requiring insulin for control.
- Has no current clinical diagnosis of myocardial infarction, angina pectoris, coronary insufficiency, thrombosis, or any other cardiovascular disease of a variety known to be accompanied by syncope, dyspnea, collapse, or congestive cardiac failure?
- Has no established medical history or clinical diagnosis of a respiratory dysfunction likely to interfere with his or her ability to control and operate a CMV safely.
- Has no current clinical diagnosis of high blood pressure likely to interfere with his or her ability to operate a CMV safely.
- Has no established medical history or clinical diagnosis of epilepsy or any other condition, which is likely to cause loss of consciousness or any loss of ability to control a CMV.
- Has no mental, nervous, organic, or functional disease or psychiatric disorder likely to interfere with his or her ability to operate a CMV safely.

### Section 3 – Vision

A van operator must have distant visual acuity of at least 20/40 (Snellen) in each eye without corrective lenses or visual acuity separately corrected to 20/40 (Snellen) or better with corrective lenses. Distant binocular acuity of at least 20/40 (Snellen) in both eyes with or without corrective lenses is also required, as is field vision of at least 70

degrees in the horizontal meridian in each eye. Van operators must have the ability to recognize the colors of traffic signals and devices showing standard red, green, and amber.

#### **Section 4 – Hearing**

A van operator must first perceive a forced whisper voice in the better ear not less than 5 feet with or without the use of a hearing aid. If tested by use of an audiometric device, a van operator should not have an average hearing loss in the better ear greater than 40 decibels at 500 Hz, 1,000 Hz, and 2,000 Hz with or without a hearing aid when the audiometric device is calibrated to American National Standard Z24.5-1051.

#### **Section 5 – Blood Pressure & Pulse Rate**

This section is to be completed by the doctor. All van operators must make certain this section is completed fully and correctly. Blood pressure cannot exceed 160/90 without consulting your doctor for evaluation and treatment. There is a diagram on the physical to determine the length of time the physical is acceptable. The pulse rate must be written in and the regular or irregular box must be checked.

#### **Section 6 – Laboratory & Other Test Findings**

All van operators who operate over 26,000 pounds gross vehicle weight rating (GVRW) are required to take a urine test. Most Insurance Companies recommend that motor carriers exceed the minimum federal requirements and require any operating a company vehicle to take and pass a pre-employment urine test. In addition, All My Sons Moving & Storage Safety Department requires the same before any van operator can be qualified through their office.

#### **Qualifying an Equipment Operator**

Listed below are the requirements that an applicant must meet in order to be qualified as a van operator as outlined by the Federal Motor Carrier Safety Regulations (FMCSR) Part 391.11:

- Be at least 21 years of age ; Can read and speak English
- Can safely operate the type of commercial motor vehicle (CMV) he or she drives
- Be medically qualified to drive a CMV
- Possess a currently valid CDL (or appropriate license for the vehicle they will be operating) issued only by one state or jurisdiction
- Has prepared and furnished a list of traffic violations in the preceding 12 months
- Is not disqualified to drive a CMV under the rules in Part 391.15
- Has successfully completed a driver's road test and has been issued a certificate or has presented a CDL which can be accepted as an equivalent in accordance with Part 391.33

#### **Disqualification of an Equipment Operator**

The following actions disqualify a van operator under the FMCSR Part 391.15:

- Loss of driving privileges through revocation, suspension, or withdrawal
- Leaving the scene of an accident involving a CMV
- Driving a CMV while under the influence of a controlled substance
- Using a CMV in the commission of a felony
- A DUI, DWI, or OWI while in a CMV
- Transporting, possessing, or unlawfully using a controlled substance while on duty
- Violating out-of-service orders

## Hours of Service Regulations

Van operators should review the following information and understand the definitions found in the FMCSR Section 395. Training items can also be obtained from Vanliner, J.J. Keller, movers and warehouseman's associations, your van line Safety Department, or the Department of Transportation.

### Rules for Property-Carrying CMV Van Operators:

- May drive for 11 hours following 10 consecutive hours off duty.
- May drive only if 8 hours or less have passed since end of drivers last off-duty period of at least 30 minutes.
- May not drive after 14 hours from coming on duty following 10 consecutive hours off duty.
- May not drive after 70 hours on duty within eight consecutive days ( a van operator may restart the eight-day period after completing 34 or more consecutive hours off duty, so long as the van operator has not exceeded the 70 hour rule).
- May only use a 34-hour restart once per week and must include two period's between 1 a.m. – 5 a.m.(home terminal time)
- 10 hours of off-duty and/or sleeper berth time must be obtained in a 24 hours period in one of the following manners.
  - 10 consecutive hours of off-duty time.
  - 10 hours of off-duty and sleeper berth combined consecutively (e.g., a van operator goes off duty at 8:00 p.m. until 10:00 p.m. when he then goes into the sleeper berth until 6:00 a.m. the next day).
- At least 8 consecutive hours in the sleeper berth plus 2 consecutive hours either in the sleeper berth, off duty, or combination of the two.
- Van operators driving units equipped with sleeper berths that meet FMCSR requirements can utilize the sleeper berth to split that time into the two separate portions. But the following provisions must be met:
  - a) Must take at least 8 consecutive hours in the sleeper berth, plus two consecutive hours in the sleeper berth, off duty, or combination of the two.
  - b) Driving time in the periods immediately before and after each segment of sleeper berth time does not total more than 11 hours.
  - c) On-duty time in the periods immediately before and after each segment of sleeper berth time does not include any driving after 14 hours from coming on duty.
  - d) The 14-hour rule varies slightly, but very importantly, from the old 15-hour rule. Here are the parameters of the 14-hour rule:
    - 3. Driving time is included
    - 4. On-duty, not driving time is included
    - 5. Off-duty and sleeper berth time not used to reach 10 consecutive hours off duty (or combined 10 hours with split of sleeper berth time) is included

The third item above is a key difference. The one hour off duty taken for lunch or other short periods of time the van operator goes off duty or is in the sleeper berth (aside from those times when the van operator is doing a sleeper berth split to get his or her 10 hours) no longer "stop the clock" Under the old 15-hour rule, if a van operator came on duty and 7:00 a.m. and took a one-hour lunch break off duty, he could legally drive until as late as 11:00 p.m. (no driving after having been on duty for 15 hours). Under the current rule and same scenario, the van operator can now only legally drive until as late as 9:00 p.m. (no driving 14 hours after having come on duty). Even though the limit was dropped by only one hour, the added change from "having been on-duty" to "after having come on duty" means the van operator has to stop driving two hours earlier.

## Whistleblower

It is in a van operator's best interest to be informed about the employee protections such as whistleblowing. In accordance with 49 U.S.C. 31105 and 29 FR 1978, a motor carrier employer may not discharge, discipline, or discriminate against an employee regarding pay, terms, or privileges of employment because (a) the employee, or another person at the employee's request, has filed a complaint or has begun the proceeding related to a violation of a CMV safety regulation, standard or order, or has testified or will testify in such a proceeding; or (b) the employee refuses to operate a vehicle because (i) the operation violates a regulation, standard, or order of the United States related to commercial motor vehicle safety (CMVS) or health; or (ii) the employee has a reasonable apprehension of serious injury to the employee or public because of the vehicle's unsafe condition.

To summarize, a motor carrier cannot take adverse action against a van operator because he or she (or someone at their request):

- Filed a complaint related to a violation of a CMVS regulation.
- Began a proceeding related to a violation of a CMVS regulation.
- Testified in a proceeding related to a violation of a CMVS regulation.
- Will testify in a proceeding related to a violation of a CMVS regulation
- Refused to operate a CMV because of one the following:
  - A federal safety or health regulation would have been violated
  - There was a reasonable concern that the van operator, or someone else, would have been seriously injured or impaired had an unsafe vehicle operated. A request to the employer to correct the unsafe vehicle condition was refused.

A van operator has 180 days to file a complaint. He, she, or another person at his/her request may file a complaint with the Secretary of the United States Department of Labor. The Secretary of Labor would prefer you send the complaint directly to the Occupational Safety and Health Administration (OSHA) Area Director responsible for the enforcement activities in the geographical area where the driver resides or reports for duty. However, filing your complaint with any OSHA officer or employee is sufficient.

Information on where to file a complaint can be found at the OSHA Web Site at [osha.gov](http://osha.gov), or by calling 800-321-OSHA (6742)

A complaint may still be filed after 180 days with the OSHA Area Director acting on behalf of the Secretary of Labor, but the OSHA Area Director has the discretion to decline your complaint as untimely. The following information should be included in the complaint: Name, address, and phone number.

- The specific CMVS regulation in question
- The name of the person who discharged, disciplined, or discriminated against you
- At least one of the following actions:
  - a) I filed a complaint related to a violation of a CMVS regulation
  - b) I began a proceeding related to a violation of a CMVS regulation
  - c) I have testified in a proceeding related to a violation of a CMVS regulation
  - d) I will testify in a proceeding related to a violation of a CMVS regulation
  - e) I refused to operate a CMV because:
    - 1. A federal safety or health regulation would have been violated
    - 2. There was reasonable concern that I, or someone else, would have been seriously injured or impaired had an unsafe vehicle been operated. I requested my employer to correct the unsafe vehicle condition, but my request was refused

3. Any other facts, data, or applicable circumstances

## Wellness

A fit driver is a safe driver with better performance and fewer mishaps. Our goal is to inform van operators of how to stay fit with in their busy schedules. The following information covers sleep, avoidance or smoking alcohol, and health eating habits. Try these tips to help improve or maintain a healthier lifestyle.

## Company/FMCSA Drug & Alcohol Policy

### Statement of Policy (Purpose & Goals)

The company and the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation have determined that alcohol abuse and illegal drug use pose specific dangers to the safety and welfare of drivers and the public. In order to achieve the goal of ensuring a drug and alcohol-free environment, as well as to comply with requirements of the Omnibus Transportation Employee Testing Act of 1991 and the Federal Motor Carrier Safety Regulations, the company has an alcohol and controlled substance testing program designed to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by drivers of commercial motor vehicles.

The potential effects of alcohol and drug abuse are substantial in terms of lives lost, personal injuries, property damage, business losses (lost productivity, absenteeism, increased health care costs, etc.) and environmental damage. The Company's drug and alcohol testing program is designed to create a drug and alcohol-free transportation system and to provide help to those employees who have chemical dependency problems. As an employer who uses drivers to operate commercial motor vehicles on public roads, the Company is required to implement a controlled substances and alcohol misuse policy, including a drug and alcohol testing program, that is compliant with the requirements and procedures of 49 CFR Parts 40 and 382.

### Designated Employer Representative (DER)

If at any time, a driver or driver's helper shall have any questions or concerns about the materials contained in this policy, he or she should not hesitate to contact the companies "DER" Walter Black.

### Employment Terms

Neither the implementation of this policy nor any of the terms of this policy is intended to modify the at-will nature of the employment relationship at the Company or to otherwise create any contract, express or implied, with any employee. Employment with the Company is considered "at-will," meaning that it is for no set duration and can be terminated by the Company or the employee at any time, or any reason, unless prohibited by statute or public policy

### Scope

Employees are subject to testing. The drug and alcohol testing required under this policy will apply to any individual who operates a commercial motor vehicle (CMV) in interstate or intrastate commerce.

## Definitions

**Adulterated Specimen** is a specimen that contains a substance not expected to be found in human urine, or contains a substance expected to be present but is at a concentration so high that it is not consistent with human urine,

**Alcohol** is the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol use** is the drinking or swallowing of any beverage, liquid mixture, or preparation (including any medication) containing alcohol

**Alcohol concentration (or content)** is the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test

**Canceled Test** is a drug or alcohol test that has a problem or cannot be considered valid under DOT rules, a canceled test is neither a positive nor a negative test

**Commercial motor vehicle** is defined as a motor vehicle or combination of motor vehicles used to transport passengers or property which:

- Has a gross combination weight rating of 26,001 or more pounds (11,794 or more kilograms) inclusive of a towed unit with a gross motor vehicle weight rating of more than 10,000 lbs., (4,536 kg.) or has a gross vehicle rating of 26,001 or more pounds (11,794 kg.); or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of hazardous materials required to be placarded under the Hazardous Materials Transportation ACT.

## Controlled Substances

- Marijuana
- Cocaine
- Opiates
- Amphetamines
- Phencyclidine

**Dilute Specimen** is a specimen with creatinine and specific gravity values that are lower than expected for human urine.

**Driver** is any person who operates a commercial motor vehicle, including but not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner\* operator contractors

**Safety-Sensitive Function** is the time from when a driver begins to work, or is required to be in readiness to work, until the time he/she is relieved from work and all responsibility for performing work for the day. "Safety-sensitive functions" include:

- All time at a Company or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Company
- All time inspecting equipment as required by 49 CFR 392.7, .8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time
- All time spent at the driving controls of a commercial motor vehicle in operation
- All time, other than driving time, in or upon any commercial motor vehicle except, time spent resting in a sleeper berth conforming to the requirements of 49 CFR §393.76
- All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle

**Split Specimen** is a part of the urine specimen that is sent to the laboratory and retained unopened in secure storage until the employee whose test is positive, adulterated or substituted, requests that the specimen be transferred to a second laboratory for re-confirmation

**Substituted specimen** is a specimen with creatinine and specific gravity values that are so diminished that they are inconsistent with human urine



## **Qualifications for Employment: Prohibited Conduct**

Company policy and the Federal Motor Carrier Safety Regulation (49 CFR Part 382) prohibit the following conduct as it relates to the use of alcohol and drugs with respect to the operation of a commercial motor vehicle:

- No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. (382.201)
- No driver may use alcohol while performing safety-sensitive functions. (382.205)
- No driver may perform safety-sensitive functions within four hours after having used alcohol. (382.207)
- No driver required to take a post-accident alcohol test under this policy may use alcohol until he/she undergoes a post-accident alcohol test
- No driver may report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle. (382.213)
- No driver may report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. (382.215)
- No driver may refuse to submit to any alcohol or controlled substance test required under this policy. (382.211)
- No alcoholic beverages on the truck at any time. (392.5)
- In the event the Company has actual knowledge that a driver has violated any of the above prohibitions, it will prohibit him/her from performing any safety-sensitive functions

## **Removal from Service**

A driver who has engaged in any prohibited conduct will be immediately removed from service and disqualified from the performance of any safety-sensitive functions, including driving a commercial motor vehicle.

Any driver requested to submit to an alcohol test required under this policy and found to have an alcohol concentration of 0.02 will be disqualified from performing or continuing to perform any safety-sensitive functions, including driving a commercial motor vehicle.

## **Prescribed Medications**

All drivers are required to notify the Company of his/her use of any therapeutic controlled substance use prescribed by a licensed medical practitioner.

## **Drug & Alcohol Background Check**

Any driver the Company intends to hire or use to perform a safety sensitive function will be required to undergo a background check of any violations of Department of Transportation drug and alcohol testing regulations during the previous three years. All drivers will be required to sign an appropriate consent form authorizing previous employers to release this information to the Company, Appendix A. The Company will then obtain information on the driver's alcohol tests with a concentration result of 0.04 or greater, verified positive drug test results and refusals to be tested within the preceding three years from all of the driver's previous employers during that time period.

No driver will be allowed to perform a safety-sensitive function if the Company discovers that he/she has had an alcohol test with a concentration of 0.01 or greater, a verified positive drug test result or has refused to be tested, unless and until the Company confirms that the driver has complied with the return to duty requirements of 49 CFR Part 40, Subpart O.

## **Testing Circumstances:**

### **Pre-Employment/Pre-Duty**

Prior to the first time a driver performs a safety-sensitive function for the company (including job applicants and employees transferring into a position requiring the operation of a commercial motor vehicle), he/she will be required to undergo testing for controlled substances and will not be allowed to perform any such function unless a verified negative drug test result is received from the medical review officer.

### **Post-Accident**

As soon as practicable following an accident, the Company will require any surviving driver to submit to tests for alcohol and controlled substances if:

- The driver was performing safety-sensitive functions with respect to the vehicle and the accident involved the loss of human life; or
- The driver received a citation under State or local law for a moving traffic violation arising from the accident and the accident involved
- Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle
- The driver was involved in an accident that resulted in damage to property

Drivers are prohibited from using alcohol until the required post-accident alcohol test is administered. Every effort will be made to conduct post-accident drug and alcohol tests within eight (8) hours following an accident. Any driver involved in an accident must therefore remain readily available for testing and will be considered to have refused to submit to testing if he fails to do so.

This requirement will not, however, require a driver to delay any necessary medical attention for injured people following an accident or to remain at the scene of an accident when his/her absence is necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care. In order to ensure expeditious testing, the Company will provide all drivers with information, procedures and instructions explaining the post-accident testing requirements.

If an alcohol test is not administered within eight (8) hours following an accident, the Company will make no further effort to administer an alcohol test and will document the reasons why the test was not administered within eight hours. In the event a drug test is not administered within thirty two (32) hours following an accident, the Company will cease its attempts to administer.

Any further testing and prepare and maintain a record stating the reasons why the test was not promptly administered.

The results of any breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, will be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by the Company.

### **Random Testing**

All My Sons Moving & Storage will conduct random drug and alcohol tests on CDL operators at a minimum annual percentage rate established by the FMCSA of the average number of driver positions. The Company will also conduct random drug and alcohol test on all drivers in operation of commercial motor vehicle with a (GVW) of 10,001 lbs. The random selection process will be completely objective and anonymous and will utilize a scientifically

valid method such as a random number table or a computer-based random number generator matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. The tests will be unannounced and the dates for testing will be reasonably spread throughout the course of the year. All drivers will have an equal chance of being tested at any time, regardless of the number of his/her previous selections.

Any driver notified of his/her selection for random alcohol and/or controlled substances testing will be expected to proceed to the test site immediately. If a driver is performing a safety-sensitive function, other than driving, at the time of his/her notification of a random test requirement, he/she will be required to cease performing the safety-sensitive function and proceed to the testing site immediately. However, a driver will only be required to submit to a random alcohol test if the driver is performing a safety-sensitive function, is about to perform a safety-sensitive function, or has just ceased performing a safety-sensitive function.

## Reasonable Suspicion

Whenever the Company has reasonable suspicion to believe that a driver/helper has engaged in prohibited conduct, the driver/helper must submit to an alcohol and/or controlled substances test. Any such suspicion must be based upon specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver, which may include indications of the chronic and withdrawal effects of controlled substances. These observations will only be made by a supervisor or company official who has received appropriate training and will be documented in writing by that individual within twenty-four (24) hours after his/her observations, or before any drug test results are released. Any person who makes a determination that reasonable suspicion exists to require a driver/helper to submit to an alcohol test will not be permitted to conduct the alcohol test for that driver/helper. A reasonable suspicion alcohol test will only be required if the reasonable suspicion observations are made during, just preceding or just after the period of the work day that a driver is required to be in compliance with this policy. If the alcohol test is not administered within eight hours following the reasonable suspicion determination, the Company will no longer attempt to administer an alcohol test and will document the reasons for its inability to do so.

Notwithstanding the above testing requirements, a driver may not report for duty or remain on duty requiring the performance of a safety-sensitive function if that driver/helper is under the influence of or impaired by alcohol, as shown by the behavioral, speech and performance indicators of alcohol misuse.

In any reasonable suspicion testing circumstance, a Company representative will transport the individual to an appropriate testing facility and await the completion of the testing procedure. The Company representative will then transport the individual back to the Company's premises, where a spouse, family member or other individual will be contacted to transport the individual home. In the event no such individuals available, the Company will contact a taxi to transport the driver home. If the reasonable suspicion test result is negative, the Company will reimburse the employee for the cost of the taxi. If the employee refuses to comply with any of these procedures and attempts to operate his/her own vehicle, the Company will take appropriate efforts to discourage him from doing so, up to and including contacting local law enforcement officials. Any employee failing to cooperate with any of the above procedures will be subject to discipline, up to and including discharge.

## Refusal to Test

Any driver who refuses to submit to any drug or alcohol test required by this policy will be immediately removed from service and prohibited from performing or continuing to perform a safety-sensitive function. Employees will also be subject to any discipline outlined in any Section of this policy. For purposes of this policy, "refusal to submit" to an alcohol or controlled substances test will include:

1. Failing to provide adequate breath for alcohol testing, without a valid medical explanation after a driver has received notice of a required breath tests

2. Failing to provide an adequate urine sample for controlled substances testing, without a genuine inability to provide a specimen (as determined by a medical evaluation), after a driver has received notice of a required urine test
3. Failing to cooperate with any part of the testing process, including failing to permit direct observation or monitoring of specimen collection where required by Part 40 procedures
4. Submitting a substituted or adulterated specimen.
5. Failing to report for required testing or failing to report immediately after notification.
6. Failing to remain at the testing site until the testing process is complete

Failing to undergo a medical examination when required as part of the test result verification process, or as directed for evaluation of the inability to provide an adequate urine or breathe specimen

### **Alcohol Testing Personnel & Equipment**

All alcohol testing will be conducted by qualified Breath Alcohol Technicians (BAT) and/or Screening Test Technicians (STT) using Alcohol Screening Devices (ASD) or Evidential Breath Testing (EBT) devices approved by the National Highway Traffic Safety Administration.

### **Alcohol Testing Procedures**

All alcohol testing conducted under this policy will be done in accordance with the procedures outlined in 49 CFR Part 40, Subparts Land M. After providing a photo identification to the BAT or STT, the employee and the BAT/STT will complete the Alcohol Testing Form Any employee who refuses to sign the acknowledgment of testing in Step 2 of the form will be considered to or saliva sample for the initial test If the result of the test is  $<0.02$  alcohol concentration, the test is considered negative and the process is complete.

If the initial alcohol test result is 0.02 or greater, a confirmation test, using an EBT capable of printing the test results, will be conducted. After a waiting period of at least 15 minutes, during which the employee is observed and requested not to take anything by mouth, the employee will be asked to provide a breath sample. The purpose of the waiting period is to ensure that no residual mouth alcohol is present for the confirmation test if the confirmation test result is  $<.002$ , the BAT will immediately notify the Company representative, and the employee will remain at the testing facility until provided transportation home. The employee and the BAT will complete and sign the breath alcohol testing form and a copy of the form, including the test results, will be provided to the employee If the confirmation test result is  $<0.02$ , the test is negative.

### **Inability to Provide a Sample**

In the event an employee is unable to provide, or alleges he/she is unable to provide a breath or saliva sample, the employee will make two attempts to complete the testing process. If the employee cannot provide a saliva sample for the screening test, the employee will submit to a breath alcohol test. If the employee cannot provide an adequate breath sample after two attempts, the BAT/STT will discontinue the testing process, notify the Company representative, and the employee shall, as soon as practical, be evaluated by a physician, designated by the Company. The physician will determine if there is a medical condition or diagnosis that prevents the employee from providing an adequate breath sample. If the physician is unable to document a medical condition or diagnosis responsible for the employee's failure to provide an adequate sample, it is considered a refusal to test.

### **Controlled Substance Testing:**

#### **Specimen Collection Procedures**

Controlled Substances testing will be conducted using a urine specimen collected by qualified collection personnel at a collection site located on-site at the Company or at an off-site laboratory service center or medical clinic. For all

FMCSA required testing, a Federal custody and control form (CCF) will be used to document the collection process. The driver will be required to present photo identification to the collector at the start of the collection process.

The collector will instruct the employee to empty the contents of his/her pockets, remove all outer clothing (jackets, hats, etc.) And leave all hand carried items outside the toilet enclosure. After washing his/her hands, the driver will be provided a wrapped collection container which is unwrapped in his/her presence. The wrapped/sealed specimen bottles will remain with the collector while the driver provides his/her specimen in the privacy of a toilet enclosure with a closed door. In circumstances where only a multi-stall restroom is available, the collector will accompany the driver into the restroom. The collector will remain outside the toilet stall/enclosure; the driver will provide the specimen while in the toilet stall with the stall doorclosed.

In certain circumstances the driver will be required to provide his/her urine specimen while being directly observed. Observation of urination will only be done by an individual who is the same sex as the driver. The following circumstances will require a direct observationcollection:

1. The driver presents a specimen which is outside the expected temperature range (90-100 °F)
2. The driver presents a specimen which the collector believes is adulterated or substituted, or has specimen adulterant or substitution materials in his/her pockets
3. A previous specimen provided by the driver was invalid for testing and there was no medical explanation for the specimen's invalidity
4. A previous specimen provided by the driver was verified as positive, adulterated, or substituted and the split specimen was unavailable for reconfirmation

Upon completion of urination, the driver will present the specimen to the collector. The collector will check the temperature and physical appearance of the specimen. In the driver's presence the collector will unwrap/remove the seal from the two specimen bottles, and divide the urine specimen into the two bottles, ensuring that there is at least 30 ml in the A Bottle, and at least 15 minutes the B Bottle. The collector will apply the seal/label to each bottle, date the label and ask the driver to initial each bottle label. The driver will be permitted to wash his/her hands. The specimen shall remain in the sight of both the collector and the driver from time of presentation of the specimen to the sealing/labeling of the bottles.

If the employee is unable to urinate, or provides an insufficient quantity of urine (<45ml), the employee will be provided fluids to drink (up to 40 oz.) and up to three hours to provide an adequate specimen. If the employee is unable to provide an adequate specimen after three hours, the collection process will cease. The collector will inform the Company, and the Company will direct the employee to be evaluated by a Company designated physician as soon as practical. If the MRO determines, after review of the physician's findings of the examination of the employee, that there is no medical explanation for the employee's failure to provide an adequate specimen, the employee will be considered to have refused to test.

The collector and driver will complete the CCF. The specimen bottles and a copy of the CCF will be placed in a plastic bag and sealed. The driver will be provided a copy of the CCF. Collection site personnel shall arrange shipment of the specimens to the drug testing laboratory. Prior to shipment, the specimens shall be maintained in a secure receptacle or area of the collection facility.

If the driver refuses to cooperate during the collection process the collection site person will inform the Company Designated Employer Representative (DER) and document the employee's conduct on the Drug Testing Custody and Control Form. Employees are expected to exercise good faith and cooperate during the collection process and failure to do so will subject the employee to discipline, up to and including discharge, independent and regardless of the results of any subsequent drug test.

## Laboratory Analysis

All urine specimens tested for drugs of abuse under this policy will be analyzed at a laboratory certified by the Department of Health and Human Services (DHHS), Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory selected by the Company for testing conducted under this policy is Quest.

All specimens will be tested for the drug or drug classes listed in Section II using an immunoassay screen approved by the Food and Drug Administration (FDA). The immunoassay screen will use cut-off levels established by the DHHS and DOT to eliminate negative specimens from further consideration. Any presumptive positive test will be subject to confirmation analysis.

Any urine specimen identified as positive on the initial screen will be confirmed by gas chromatography/mass spectrometry (GC/MS) methodology. GC/MS analysis will use cut-off levels established by the DHHS and DOT for confirmation. Any specimen that does not contain drug or drug metabolites above the GC/MS confirmation cut-off levels will be reported by the laboratory as negative.

When appropriate, the laboratory may conduct analyses to determine if the specimen has been adulterated. Adulteration tests include but are not limited to specific gravity, creatinine, and pH. In addition, the laboratory may conduct additional analyses to identify or detect a specific adulterant added to the urine specimen. If the laboratory identifies an adulterant added to the specimen, the laboratory will report the specimen as adulterated. If the laboratory determines that the specimen is inconsistent with human urine, the laboratory will report the specimen as substituted. If the laboratory is unable to obtain a valid screening or confirmation analysis, the laboratory will report the specimen as invalid. If the laboratory determines that the specimen's specific gravity and creatinine are lower than the normal range, the laboratory will report the specimen as dilute.

The laboratory will report all test results to the Medical Review Officer (MRO) by confidential, secure electronic (not telephone) or hard copy transmission.

Negative specimens will be destroyed and discarded by the laboratory after results are reported to the MRO. Non-negative specimens (Positive, Adulterated, Substituted, Invalid) specimens will be retained in long-term frozen storage (-20 degrees or less) for a minimum of one (1) year.

## Medical Review Officer

All test results will be reported by the laboratory to a medical review officer (MRO). The MRO will be a licensed physician with knowledge of substance abuse disorders who is trained and certified in accordance with 49 CFR Part 40, subpart G. The MRO will review and consider possible alternative medical explanations for non-negative test results and will review the custody and control form to ensure that it is complete and accurate. The Company will designate an MRO for its controlled substance testing program. The designated MRO is Advanced Testing Solutions.

Prior to making a final test result for a positive, adulterated, or substituted specimen, the MRO will give the individual an opportunity to discuss the test result. The MRO will contact the individual directly, on a confidential basis, to determine whether the individual wishes to discuss the test result. If, after making and documenting three attempts to contact the individual directly, the MRO is unable to reach the individual, the MRO will contact a designated employer representative who will direct the individual to contact the MRO as soon as possible. If, after making all reasonable efforts, the Company is unable to contact the employee, the Company will place the employee on temporary medically unqualified status or on a medical leave of absence.

The MRO may verify a test without having communicated directly with an individual about the results in three circumstances:

- If the individual expressly declines the opportunity to discuss the test;
- If the designated employer representative has successfully made and documented a contact with the individual and instructed him/her to contact the MRO, and more than 72 hours have passed since the individual was successfully contacted; or

- If neither the MRO nor employer has successfully contacted the employee after 10 days of reasonable effort

In the test result verification process for an opiate positive, adulterated or substituted result, the MRO may require that the employee submit to a medical examination by a Company designated physician. If the employee refuses to undergo the medical examination, the MRO will verify the test as positive or a refusal to test.

If the MRO determines that there is a legitimate medical explanation for the confirmed positive test result other than the unauthorized use of a prohibited drug, the MRO will report the test as negative. If the MRO determines that there is a legitimate physiologic explanation for the adulterated or substituted specimen finding, the MRO will report the result as a cancelled test.

If the MRO determines, that there is no medical explanation for a positive test result, the MRO will report the test as positive, and provide the name of drug(s) detected. If the MRO determines that there is no medical or physiologic explanation for the adulterated or substituted specimen, the MRO will report the result as refusal to test, and provide the adulteration or substitution criteria identified.

If the MRO determines that a specimen reported as invalid is due to medication interference or other legitimate medical circumstances, the MRO will cancel the test if the MRO determines that there is no medical explanation for the specimen's invalidity, the MRO will cancel the test and inform the Company that another specimen must immediately be collected under direct observation.

If the MRO reports a negative dilute specimen the Company may require the individual to undergo another drug test if the second test is also reported as negative dilute, that result will be the test of record

The MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the testing verification process, except as provided below:

The MRO will disclose such information to the Company, Federal agency or a physician responsible for determining the medical qualification of the employee under an applicable DOT regulation, if in the MRO's reasonable judgment, the information could result in the employee being determined to be medically unqualified under a DOT rule; or

The MRO will disclose such information to the Company, if in the MRO's reasonable medical judgment; the information indicates that continued performance by the employee of his or her safety\* sensitive function could pose a significant safety risk.

Before obtaining medical information from the employee as part of the verification process, the MRO will advise the employee that the information will be disclosed to third parties as provided above and of the identity of any parties to whom the information may be disclosed.

The MRO will notify each individual who has a verified positive, adulterated, or substituted result that he/she has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of such notice, the MRO will direct, in writing, the laboratory to provide the split specimen to another DHHS-certified laboratory for analysis. The split specimen testing will be at the employee's expense.

If an employee has not contacted the MRO within 72 hours, the employee may present the MRO with information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation of the employee's failure to contact him/her within 72 hours, the MRO will direct that analysis of the split specimen be performed.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or fails to reconfirm the adulteration or substitution finding, the MRO will cancel the test and report the cancellation and the reasons for it to the DOT, the employer and the employee. If the split specimen is

unavailable or unsuitable for reconfirmation, the MRO will cancel the test and inform the Company that another specimen must be immediately recollected under direct observation.

### **Confidentiality & Recordkeeping Confidentially**

The Company will maintain all records generated under this policy in a secure manner so that disclosure to unauthorized persons does not occur. Thus, the results of any tests administered under this policy and/or any other information generated pursuant to this policy will not be disclosed or released to anyone without the express written consent of the employee, except where otherwise required or authorized by federal regulation or law

In addition, the Company's contract with its designated service agents requires them to maintain all employee test records in confidence.

However, the Company may disclose information required to be maintained under this policy to the employee, the employer or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or drug test administered under this policy, or from the employer's determination that the employee engaged in conduct prohibited by this policy (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought by the employee ).The Company may be required to release information to a DOT agency or other Federal agency as required by applicable law or Federal regulation.

### **Access to Facilities & Records**

Upon written request by any covered employee, the Company will promptly provide copies of any records pertaining to the employee's use of alcohol or drugs, including any records pertaining to his or her alcohol or drug tests. Access to a covered employee's records will not be contingent upon payment for records other than those specifically requested.

The Company will also permit access to all facilities utilized and alcohol or drug testing documents generated in complying with the requirements of 49 CFR Part 382 to the Secretary of Transportation, any DOT agency with regulatory authority over the employer or any of its covered employees, or to a State oversight agency. When requested by the National Transportation Safety Board as part of an accident investigation, the Company will disclose information related to the employer's administration of a post-accident alcohol and/or drug test administered following the accident under investigation.

Records will also be made available to an identified person or a subsequent employer upon receipt of a written request from an employee, but only as expressly authorized and directed by the terms of the employee's written consent. The subsequent release of such information by the person receiving it will be permitted only in accordance with the terms of the employee's consent

### **Substance- Abuse Professional**

#### **Employee Education**

The Company will provide employees subject to this policy with education materials explaining the requirements of the Federal Motor Carrier Safety Administration drug and alcohol regulations and the Company policies and procedures for meeting them. In addition, employees will be provided with information concerning the effects of drug use and alcohol misuse on an individual's health, work, and personal life; signs and symptoms of an alcohol or drug problem (the employee's or a co-worker's); and available methods of intervening when an alcohol or drug problem (the employee's or a co-worker's) is suspected, including confrontation, referral to management.

#### **Supervisory Training**

Any individual designated to determine whether reasonable suspicion exists to require a covered employee to undergo a drug or alcohol test under this policy will be required to receive at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. This training is to cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and prohibited drug use



## **Substance Abuse Professional (SAP) Referral, Evaluation and Treatment.**

### **Available Resources**

Any employee who engages in conduct prohibited by this policy will be provided with information about the resources available for evaluating and resolving problems associated with the misuse of alcohol or prohibited drug use, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

### **Substance Abuse Evaluation**

Although an employee's employment with the Company may be terminated for a violation of this policy, employees will be advised to undergo an evaluation by an appropriate substance abuse professional, who will determine what assistance the employee needs in resolving problems associated with alcohol misuse and/or prohibited drug use. This requirement will apply regardless of whether such conduct is discovered as a result of a drug or alcohol test, independent employer knowledge or a voluntary admission by the employee.

### **Substance Abuse Professional (SAP)**

For purposes of this policy, a substance abuse professional (SAP) is defined as a licensed physician (MD or DO), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by NAADAC or ICRC) who has knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAP's role is to evaluate the employee's need for assistance in resolving problems related to alcohol or drug abuse, determine if the employee has complied with the recommended treatment or rehabilitation, and to determine a program of follow-up testing as appropriate.

### **Discipline**

In addition to the removal from safety-sensitive functions required by Federal Motor Carrier Safety Administration Regulations, the Company will take the following disciplinary action against any individual who violates this policy.

### **Applicants**

An individual who tests positive on a pre-employment drug test will not be hired for a covered function position. Any individual who adulterates or substitutes a specimen provided for a pre-employment drug test will not be hired for a covered function position.

### **Employees**

Any employee who tests positive for a prohibited drug or for alcohol with a concentration level of 0.04 or greater will be discharged from employment with the company. Any employee who engages in any conduct that constitutes a refusal to submit to a drug or alcohol test required under this policy will be discharged from employment with the company.

## **Recordkeeping & Reporting**

### **Retention of Records**

The Company will maintain records relating to this policy as outlined in 49 CFR Parts 40 and 382 these records will be maintained in a secure location with controlled access for the specified periods of time, measured from the date of the document's or data's creation.

### **Management Information Systems Reporting**

When required by the FMCSA, the Company will prepare and submit an annual statistical report, in the format prescribed by the FMCSA, detailing the Company's controlled substances and alcohol testing program activity.

## Urine Specimen Collection Procedures

The collector will ask the donor for photo identification

5. After verification of the donor's identification, the collector will complete Step 1 of the Custody and Control Form (CCF)
6. The collector will ask the donor to remove any unnecessary outer clothing (coat, jacket, hat, etc.) and to leave hand carried items (i.e. briefcase, pocketbook, bags, etc.) outside the toilet enclosure. The collector will secure these items and provide a receipt if requested by the donor. The donor will be required to empty his/her pockets and display the contents of the pockets. Any items which can be used to adulterate or substitute the specimen must be left outside the toilet enclosure
7. The collector will instruct the donor to wash and dry his/her hands
8. The collector will provide the donor a wrapped/sealed collection container. Either the collector or the donor may open the container in the donor's presence
9. Only the collection container should be taken into the toilet enclosure. The wrapped/sealed specimen bottle(s) should remain outside the enclosure and be opened in the donor's presence when the donor presents the filled collection container to the collector
10. The collector will accompany the donor to the toilet enclosure where the donor will provide the urine specimen. The donor will enter the toilet enclosure and shut the door; the collector remains outside the closed door. If a multi-stall restroom is used the collector will enter the restroom with the donor and remain outside the closed toilet stall door while the donor provides the urine specimen
11. The donor will hand the filled collection container to the collector. Both the donor and the collector should maintain visual contact of the specimen until the labels/seals are placed over the bottle cap(s)
12. The collector checks the specimen, reading the specimen temperature indicator within 4 minutes of receiving the specimen from the donor. The collector marks the appropriate box in Step 2 of the CCF
13. The collector checks the specimen volume, ensuring that there is at least 45 ml of urine. NOTE: If the employee is unable to void or voids an insufficient amount of urine, the employee will be provided up to 40 ml of fluids and up to three hours to provide the specimen. Any partial specimen will be discarded
14. The collector checks the specimen for unusual color, odor or other physical qualities that may indicate an attempt to adulterate the specimen
15. The collector will pour at least 30 ml of specimen into a specimen bottle (designated Bottle A). The remainder of the specimen (at least 15 ml) will be poured into a second bottle (designated Bottle B)
16. The collector immediately places the lid/cap(s) on the specimen bottle(s) and then applies tamper evident label/seals (CCF Step 3)
17. The collector will write the date on the label/seal(s). The donor will be asked to initial the label/seal(s) once they are affixed to the bottle(s)
18. After sealing the specimen bottle(s) the donor will be permitted to wash and dry his/her hands, if he/she so desires
19. The donor will be instructed to read and complete the donor certification section of the CCF (Step 5) including signing the certification statement
20. The collector will record any remarks concerning the collection process in the "remarks" section of the CCF
21. The collector will complete the collector certification section of the CCF (Step 4) including signing the certification statement and recording the date and time of the collection, and the "specimen released to" block
22. The collector will place the specimen bottles and copy 1 of the CCF in the plastic bag and seal it

23. The collector will give the donor his/her copy of the CCF (copy 5) the donor may leave the collection site at the completion of this step of the collection process
24. The plastic bag containing the specimen bottles and CCF copy will be shipped in a padded mailer or shipping container if being transported by an express carrier or mail the specimens will be maintained in a secure area until picked up by the courier or transport service
25. The collector will distribute the remaining copies of the CCF as appropriate

## All My Sons Moving & Storage Substance Abuse Policy

### Statement of Policy

All My Sons Moving & Storage is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any employee illegally uses drugs on or off the job, comes to work under the influence of alcohol or drugs, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, All My Sons Moving & Storage has established the following policy:

- a) The use, possession, sale, trafficking or trading of illegal drugs on or off duty, while on company property, including company owned or leased vehicles, while conducting business on behalf of the company, or while participating in any company sponsored event, is prohibited.
- b) Reporting for work, remaining on duty, or being on company property under the influence of drugs or alcohol is prohibited.
- c) The unauthorized use or abuse of prescription drugs that may affect an employee's performance of duty is prohibited. Failure to inform management of the use of prescribed medication that may affect an employee's safety; the safety of other employees, or the safety of the public is a violation of company policy
- d) Having a verified positive drug or alcohol test, administered under the terms of this policy, refusing to submit to an alcohol or drug test required under this policy, or engaging in conduct to obstruct or subvert an alcohol or drug test is prohibited.
- e) Violations of this policy are subject to disciplinary action up to and including termination of employment

It is the responsibility of the company's supervisors and managers to identify employees whose duty performance, conduct, or behavior may indicate they have a substance abuse problem. While it is not management's responsibility to diagnose personal problems, the supervisor should encourage the employee to seek evaluation and assistance, and advise them of available resources for getting help. Everyone shares responsibility for maintaining a safe and healthy work environment, and co-workers should encourage anyone who has a substance abuse problem to seek help.

The goal of this policy is to balance respect for employees and their privacy with the need to maintain a safe, productive, substance abuse free environment. The intent of this policy is to offer a helping hand to those employees who seek assistance with resolving alcohol and drug abuse problems, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at All My Sons Moving & Storage Moving & Storage.

**Note:** In accordance with the Drug Free Workplace Act of 1988, (by nature of a contract or grant with the Federal Government), employees must, as a condition of employment at All My Sons Moving & Storage Moving & Storage abide by the terms of this policy and must notify the company in writing of any conviction of a violation of a criminal drug statute occurring in the workplace no later than five days after such conviction.

### Definitions

**Alcohol:** Any ethanol containing beverage or any isopropanol or methanol ingested to cause a positive breath or blood alcohol test

**Illegal drugs (drugs):** Any Schedule I-V drug used, possessed, sold, or detected in an individual's urine sample without a valid prescription (or authorization) from a licensed medical practitioner

**Medical Review Officer:** A licensed medical doctor or doctor of osteopathy, who has expertise in drug test interpretation and drug pharmacology and is designated by the company to review and verify test results

**Positive drug test:** A urine drug test, verified by the Medical Review Officer, as evidence of illegal drug use

**Positive alcohol test:** A breath or blood alcohol test result of 0.01 or greater alcohol concentration

**Prescription drugs:** Any Schedule I-V drug authorized or prescribed by a physician or other licensed medical practitioner. Authorization or recommendations for use of Schedule I drugs such as marijuana or heroin are illegal under Federal law, and therefore are not legally prescribed medications

**Refusal to test:** Refusing to submit to a drug or alcohol test as required, refusal to report for the test in a timely manner, adulterating or substituting the urine specimen, or otherwise failing to cooperate with the testing process

**Under the influence:** Appearing or behaving in a manner unable to perform one's duties safely and appropriately as determined by the observations and documentation of a supervisor having been trained in the signs and symptoms of alcohol and drug use

## Applicant Drug Testing

Any applicant with a positive drug test result will be denied employment. The applicant will be required to complete the drug test at facility designated by the Company. Refusal to submit to the test will result in denial of employment. A positive drug test is considered evidence of current illegal drug use, and will result in denial of employment.

## Reasonable Suspicion Testing

All employees are subject to reasonable suspicion drug and alcohol testing when there is reason to believe that the employee is using or has used drugs or alcohol in violation of this policy. Such belief must be drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. These facts and inferences may be based upon, but not limited to, the following:

1. Observations of employee's behavior, conduct or appearance that are reasonably associated with drug or alcohol use. The observations must be made and documented in writing by a supervisor or manager who has been trained in the signs and symptoms of alcohol and drug abuse.
2. A report of on-duty use of alcohol or drugs by a reliable and credible source.
3. Evidence that an employee has used, possessed, sold, solicited or transferred drugs or alcohol while on-duty, or while on Company property, or while operating the Company's vehicles, machinery, or equipment
4. Any employee who is believed to be under the influence of alcohol or drugs will be considered unfit for duty. The supervisor or manager will consult with the employee privately, and will inform him/her of the requirement to undergo testing. The employee will be escorted to the facility where the testing is conducted, and will not be allowed to return to work for the remainder of the duty period. Transportation home will be arranged for the employee. If the employee refuses the offer for transportation, and insists on operating a motor vehicle, the Company will take all reasonable steps to protect the employee's safety and the safety of others.

## Post-Accident Testing

When an employee is injured on the job, resulting in a loss of work time (including any period of time during which an employee stops performing the duties of employment and leaves the work area for treatment by a licensed medical provider), and the employee is subject to drug and alcohol testing. If the employee has caused or contributed to a workplace accident in which there is substantial damage to Company property, the employee is subject to drug and alcohol testing. The employee will be escorted to the facility where the testing is conducted. The employee will not return to work until lab results are received.

## Random Testing

All employees who may operate equipment are subject to periodic, unannounced drug and alcohol testing while on duty. Selection for testing will be done at random, using employee identification numbers (social security, payroll, or other individually identification number). The Company will determine the percentage of the workforce to be randomly tested each year. Random testing will occur throughout the year, and at any time during an employee's duty period. Employees may be randomly selected more than once in one year, or they may not be selected at all during the year.

Randomly selected employees will be notified by a supervisor or manager of their selection. Once notified, the employee is required to cease work, and report immediately, within two (2) hours following notification, for drug and/or alcohol testing. Failure to report to the testing facility in a timely manner shall be considered a refusal to test.

## Drug Testing Procedures

Drug testing will be conducted on the employee's urine specimen. Employees' privacy, dignity, and confidentiality will be protected in the specimen collection process. The Company will ensure that the employee's specimen is collected using standard procedures approved by the Department of Health and Human Services. Employees will provide their urine specimens in a private enclosed toilet facility. The collector will not observe the employee while providing his/her specimen unless the employee attempts to adulterate or substitute his/her specimen, or presents a specimen that is suspected of being adulterated or substituted. To ensure the proper identification and handling of the specimen, a chain of custody document will be completed by the employee and the collector. The employee's specimen will be labeled and sealed in his/her presence. Employees will not be required to provide information about medications or medical conditions at the time of the specimen collection.

Drug testing specimens will be analyzed at a Department of Health and Human Services certified drug testing laboratory. Specimens will be tested for Schedule I-V drugs. All specimens will be tested at the laboratory using cut-off levels established by DHHS or the laboratory's workplace drug testing protocols. The laboratory may also conduct testing to detect specimens that may be adulterated or substituted. The specimens will undergo an initial screening analysis at the laboratory. If drugs are detected in the specimen, a second analysis, using confirmation technology is conducted. Only specimens testing positive for drugs on both the screening and the confirmation analyses are reported as positive. The laboratory will retain all documents on positive tests for at least one year. All positive specimens will be retained in secure frozen storage at the laboratory for at least one year after the reporting of the result to the MRO.

All laboratory test results are reported to the Medical Review Officer (MRO). If the test result is reported as positive, the Medical Review Officer will contact the employee. The employee will be given the opportunity to discuss the test result with the MRO. If the employee presents documentation acceptable to the MRO of authorized medical use of the drug(s) detected in the specimen, the MRO will declare the test negative. The MRO will accept only valid prescriptions and documentation of drugs used in medical treatment. Use of drugs obtained outside the U.S., use of medications prescribed to family members or friends, use of food products containing drugs (including hemp products), and use of marijuana, heroin, or other Schedule I drug for health or medicinal purposes, cannot be accepted by the MRO as legitimate medical explanations of a positive result. The employee's interview with the MRO is confidential, and medical information other than the test result determination will not be shared with the employer or any other party,

except where required by law, a court of jurisdiction, or where the MRO believes the information provided affects the safety of the workplace or the public.

### **Negative Dilute**

The driver will be re-tested.

## **Alcohol Testing Procedures**

Employees required to take an alcohol test will be required to provide a breath or saliva specimen or alcohol screening. Procedures used for testing the breath or saliva sample will be consistent with those approved by the U.S. DOT. If the employee's result on the alcohol screening test shows an alcohol concentration of 0.01 or greater, a confirmation test must be conducted. The confirmation test must be done using a second breath specimen or a blood sample. The procedures used for the confirmation test must be consistent with the U.S. DOT.

Procedures for blood alcohol testing: The alcohol test will be reported positive only if the confirmation test result is 0.01 or greater. Personnel trained in saliva, breath, or blood specimen testing will conduct alcohol testing. Confirmation blood testing will be conducted at laboratories certified by the State to conduct blood alcohol analysis. Any employee whose alcohol test result is 0.01 or greater will be provided transportation home. Alcohol test results will be reported to the Company by the technician or laboratory.

### **Confidentiality of Test Results**

Employee test results will be confidential. Test results will be provided only to management personnel who have a need to know. Test results will be maintained in secure, confidential files, and will not be part of the employee's medical or personnel record. A written release form signed by the employee is required for release of test results to anyone other than the MRO or the Company. If the employee initiates any administrative or legal challenge to actions taken based on the test result, the Company may release test result information to the decision maker in the administrative hearing or legal proceeding.

### **Consequences of Violation of Policy**

Any employee who engages in conduct prohibited in this policy will be subject to disciplinary actions, up to and including termination of employment with All My Sons Moving & Storage. Any employee who is convicted of a violation of a criminal drug statute, who uses alcohol or drugs while on duty, or who refuses to test (including adulterating or substituting a urine specimen) will be terminated.

### **Right to Appeal or Contest Test Results**

Any employee who disputes his/her test result may request reconfirmation and review of the result by the Medical Review Officer. The MRO shall authorize a re-analysis of the urine specimen maintained in secure storage at the laboratory. Any re-analysis of the specimen shall be at the employee's expense. The MRO is not authorized to review or consider test results of a urine, blood or breath specimen obtained after the test in question. At the employee's request, the MRO shall review the alcohol test results, including the test result documentation, quality control data, and technician qualifications. The employee is entitled to a copy of any positive test result. If the employee requests additional data or information concerning his test result, he/she must submit the request in writing to the MRO. The employee is responsible for all costs associated with obtaining the additional information requested.

### **Employee Education & Training**

All employees will be provided a copy of the All My Sons Moving & Storage Substance Abuse Policy. All essential personnel will participate in training on reasonable suspicion testing determination and the signs and symptoms associated with alcohol and drug abuse.

### **State & Local Statutes**

All My Sons Moving & Storage will enforce this policy and conduct the substance abuse testing as described except where expressly prohibited from doing so by applicable state or local statute or regulation.

### **Physical Examination**

Every driver must be physically re-examined and re-qualified every two (2) years at minimum. All physical examinations must be conducted at an authorized medical facility approved by Compliance and Safety Department. As a convenience, the Company makes every effort to notify our drivers at least thirty (30) days prior to the expiration date of their physical and qualification, but in the final analysis it is the driver who is responsible for maintaining current physical and qualification status and have in his/her possession during duty hours a valid physical card. All driver physicals must be conducted at a medical facility authorized by the Compliance and Safety Department.

All drivers are financially responsible for obtaining and maintaining a current and valid DOT physical. The cost can be deducted from the driver's paycheck if he/she is unable to pay at the time. The amount of the physical will be deducted in the full amount.

# **WARNING**

**DON'T DRIVE INTO A HEIGHT  
TRAP.**

**A 13'4" BOX MAY BE AS HIGH  
AS 13'6"**

**MEASURE IT!**



## Acknowledgement of Policies & Information

I \_\_\_\_\_ knowingly acknowledge receiving the All My Sons Moving & Storage Safety Handbook. I also understand and acknowledge that I have been provided with copies of the company's Drug and Alcohol abuse policy including the requirements for compliance with 49 CFR Part 382. I have also received drug and alcohol abuse awareness information including resources available and treatment of substance abuse problems.

I further agree to familiarize myself with the Company Policies, Safety Education, and Entry Level Driver Training (in accordance with FMCSR 380.503)

\_\_\_\_\_  
Driver Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Driver Signature

A copy of this receipt is included in each new Driver Safety Handbook

## Certificate of Training for Entry Level Commercial Drivers

I certify that the above named driver has completed the training requirements set forth in the Federal Motor Carrier Safety Regulations for entry level driver training in accordance with 49 CFR 380.503

- Driver Qualification Requirements ( 49 CFR 391)
- Hours of Service of Drivers (49 CFR 395)
- Driver Wellness
- Whistleblower Protection ( 29 CFR 1978)

\_\_\_\_\_  
Driver Signature

\_\_\_\_\_  
Today's Date

# ALL MY SONS

## MOVING & STORAGE

### Driver Qualification Addendum – May 8, 2018\*

\*Addendum to 2017 Safety Manual pages 6-10 outlining qualifications and disqualifications for All My Sons Moving and Storage drivers.

At All My Sons, we strive to make every move for our customers outstanding. To do so, we only hire **qualified drivers**. Operations Managers (OM/AOMs) must pay strict attention and abide by the instructions provided to qualify a Driver/Mover:

**Lifetime Disqualification for Drivers and Movers:** We will not employ drivers/movers who have ever been convicted of the following crimes:

- Sexual Assault (Rape)
- Assault on a Child
- Sexual Assault on a Child
- Registered Sex Offender
- Domestic Violence with Assault/Strangulation/Weapon
- Child Abuse/Neglect/Endangerment
- Armed Robbery
- Homicide/Murder/Manslaughter (non-vehicle accident)

**Three Year Minimum Disqualification:** We will not employ drivers/movers who have been convicted within the past three years for:

- Burglary/Home Invasion of Occupied Residence
- Robbery
- Credit Card/Identity Theft
- Assault with Injury (other than domestic)
- Embezzlement

**Mandatory All My Sons Safety Department Review Required:** All My Sons Safety Department **MUST** review the application and background of any driver/mover with the following record. Upon review, the AMS Safety Team will determine if the applicant can be hired.

- Murder/ Homicide/Manslaughter (involving Motor Vehicle Accident)
- Active Supervised Probation
- Active Supervised Parole
- Multiple Felony Convictions (more than two)
- Multiple Domestic Violence Misdemeanor Convictions (no battery or assault)
- Multiple Manufacturing/Distribution of Narcotics Convictions
- Multiple Theft Convictions (more than two)
- Multiple Misdemeanor Convictions (non-Traffic citations)
- Reported by Courts as Youthful Offender
- Reported by Courts as Habitual Offender
- Prison Release (less than one year, if known)

**Temporary Disqualification.** All My Sons will issue a temporary disqualification for applicants who have:

- Pending Criminal Court Cases (until closed by courts)
- Submitting Falsified Information on any Application/Document/Report (until corrected)

## Drug and Alcohol

The safety of our drivers, clients and the community is our primary concern. As such, we have zero tolerance for substance misuse.

**Driver Disqualification:** We will not hire a driver who has committed any of the following:

- Positive Drug Test Results
- Refusal to Test
- Reported by Previous Employer(s) Verification of Positive/Refusal to Test
- Possession of a Controlled Substance in a Commercial Motor Vehicle
- Transporting Controlled Substances in a Commercial Motor Vehicle
- Use of Controlled Substances (Except Prescribed Drugs)
- Use of Scheduled 1 Prescribed Narcotic while operating a Commercial Motor Vehicle

**Mover (Helper) Disqualification:** We will not hire a mover who has committed any of the following:

- Transporting Controlled Substances in a Commercial Motor Vehicle
- Use of Drugs/Alcohol on Duty
- Possession of Drugs/Alcohol on Duty

## MVR Driving History

A Motor Vehicle Record (MVR) should be carefully reviewed prior to hiring a driver at All My Sons.

**Driver Disqualification:** We will not hire a driver who has committed any of the following:

- Conviction Leaving The scene of an Accident While operating a CMV
- Committing a Felony While operating a CMV
- DUI/DWI Conviction (past 3 years)
- 2 or More Convictions of Texting in a CMV (past 10 years)
- Court Ordered Breath Inner Lock System
- State Down-Graded CDL for Drug/Alcohol Violations
- CDL Holders with Air Brake Restriction

**Mandatory Safety Department Review:** Should you have a driver candidate who has any of the following on their record, All My Sons Safety Team MUST review the application and background before they can be hired. Upon review, the AMS Safety Team will determine if the applicant can be hired:

- More than 2 Preventable Accidents (in the past 3 years)
- Conviction of Reckless/Dangerous Driving (in the past 3 years)
- More than 3 Moving Traffic Violations (in the past 12 months)
- License Revocation(s) for Serious Traffic Violation(s) (in the past 3 years)

## **Federal Qualifications of Drivers**

In addition to following All My Sons Driver/Mover qualifications, you must also be aware of and adhere to the Federal Qualifications for Drivers:

A person shall not drive a commercial motor vehicle unless he/she is **qualified to drive a commercial motor vehicle**. A motor carrier shall not require or permit a person to drive a commercial motor vehicle unless that person is qualified to drive a commercial motor vehicle.

Qualifications:

- (1) Is at least 21 years old;
- (2) Can read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records.
- (3) Can, by reason of experience, training, or both, safely operate the type of commercial motor vehicle he/she drives.

A driver that does not meet these requirements above is not qualified to operate a CMV.

## **Hiring A Driver with No Experience**

**Hiring a driver with no experience requires additional steps** to ensure he/she is prepared to be dispatched for the first time. Documentation of training that demonstrates he/she is qualified to operate the CMV must be written, signed by the driver trainer, driver applicant and company representative certifying the training was completed and driver is qualified per FMCSR's.

- Can, by reason of experience, training, or both, determine whether the cargo he/she transports has been properly located, distributed, and secured in or on the commercial motor vehicle he/she drives;
- Is familiar with methods and procedures for securing cargo in or on the commercial motor vehicle he/she drives.

**Note: A road test is not sufficient documentation of training and/or experience.**

Should you have an applicant or employee who wants to be a driver for All My Sons and does not meet the training/experience, prepare a training outline and submit to All My Sons Safety Department for review and approval.

RECEIVED

JUN -5 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



**VEHICLE LEASE SERVICE AGREEMENT**

This Vehicle Lease Service Agreement is executed March 11, 2013 by and between PENSKE TRUCK LEASING CO., L.P. a Delaware limited partnership with an address at P.O. Box 583, Reading, PA 19603-0563 ("Penske"); and RVNB Holdings, Inc. (indicate which) a corporation, under the laws of the State of Delaware with an address at 2400 Old Mill Road, Carrollton, TX 75007 ("Customer"), and relates to the vehicle(s) described on the Schedule(s) "A" (the "Vehicle" or "Vehicles") annexed to this Vehicle Lease Service Agreement now or hereafter. As the Vehicles described in a Schedule "A" have been placed into Customer's service, Penske will provide Customer with the specific vehicle number, serial number and in-service date for each such Vehicle. The term "VLSA" means this Vehicle Lease Service Agreement and all Schedules attached hereto.

**1. GENERAL; TERM AND EXPIRATION.**

- a. Lease and Term. Penske shall lease the Vehicles to Customer, and Customer shall lease the Vehicles from Penske, subject to the terms of this VLSA. The term of this VLSA for each Vehicle shall begin on the in-service date listed on the in-service documentation provided by Penske ("In-Service Date"), which shall be the date Penske notifies Customer that the Vehicle is available for delivery, and such term shall end on the last day of the calendar month that is the number of months identified in the "Lease Term Mn." column on Schedule "A" from the In-Service Date.
- b. Selection. Customer has selected each Vehicle, including the accessories, features, and design requirements set forth on the Vehicle's Schedule "S", and has requested that Penske purchase each Vehicle for lease to Customer under this VLSA. Each Vehicle shall be made available to Customer at the Penske service location set forth on Schedule "A". Customer understands that the delivery date of a Vehicle is solely dependent on the manufacturer and Customer accepts that risk. If a Vehicle has been in Customer's service prior to its In-Service Date, no Schedule "S" shall be attached. Except as may be agreed to by the parties, Penske shall have no liability or obligation with regard to any third party hardware or software installed in a Vehicle pursuant to its Schedule "S".
- c. Expiration and Return. Upon expiration or termination of the Vehicle's lease, Customer shall return the Vehicle to the Penske location shown on Schedule "A" in the same condition and appearance as when received, ordinary wear and tear excepted, and shall pay to Penske all outstanding "Lease Charges" (as defined in Article 7.a. below) through the date of return plus (i) all license and registration fees, applicable personal property taxes, and prepaid expenses paid by Penske with respect to the Vehicle, pro-rated to the date of expiration or termination, (ii) the cost of de-identification, re-painting, and returning the Vehicle to daily rental condition in accordance with Penske's established standards, and (iii) a pro-rated portion of any licenses or permits that cannot be used or transferred by Penske. If Customer retains a Vehicle after the expiration of its lease, all the terms of this VLSA shall apply to such hold-over period except that either party may terminate the hold-over lease at any time upon written notice to the other, at which time Customer shall return the Vehicle.

**2. PENSKE'S OBLIGATIONS.** Penske shall, at its expense, provide with respect to the Vehicles: (a) all preventive maintenance, replacement parts in accordance with Penske's Fleet Price, and repairs to keep the Vehicles in good repair and operating condition, (b) oil and lubricants necessary for the efficient operation of the Vehicles, (c) all necessary tires, (d) road service because of mechanical and tire failures, (e) periodic exterior washing, and (f) initial painting and lettering of each Vehicle at a cost not exceeding the per-vehicle allowance specified on its Schedule "A". In the event a Vehicle shall be disabled for any reason, Customer and/or its driver shall immediately notify Penske. If a Vehicle is disabled because of mechanical or tire failure, Penske shall, within a reasonable period of time after receipt of notification, properly repair, or cause the repair of, the Vehicle. Penske shall have no responsibility for any repair or service to a Vehicle away from its facilities unless authorized by Penske and documented by an itemized bill for such repairs or services.

**3. CUSTOMER OBLIGATIONS.** Customer shall not cause or permit any person other than Penske or persons authorized by Penske to make any repairs to a Vehicle, and shall abide by Penske's directions concerning emergency repairs. Customer will cause its drivers to (a) promptly report any trouble concerning a Vehicle on forms provided by Penske and (b) check oil and coolant levels in each Vehicle on a daily basis. Customer will return each Vehicle to Penske at the service location set forth on its Schedule "A", or as otherwise directed by Penske, for inspection, preventive maintenance, and repair every month at scheduled times as are mutually agreed upon. Should Customer move the base of operation of a Vehicle from the domicile shown on its Schedule "A" or change the nature of a Vehicle's operation as described on its Schedule "A", Penske shall have the right to either make adjustments to the rates to compensate for such changes or terminate this VLSA with respect to the affected Vehicle. Title to the Vehicles shall remain in the name of Penske or its designee. Customer shall, at all times and at its sole cost, keep the Vehicles free and clear from all liens, encumbrances, levies, attachments, or other judicial process from every cause whatsoever (other than a claimant through an act of Penske).

**4. SUBSTITUTE, EXTRA AND INTERIM VEHICLES.**

- a. Substitute Vehicles. If a Vehicle is temporarily disabled because of mechanical failure and if such Vehicle's Schedule "A" requires Penske to provide a substitute for such Vehicle ("Substitute"), Penske shall furnish a Substitute in as nearly as practicable the same size and type as the inoperable Vehicle. The Substitute will be provided at no extra charge, except that Customer shall be responsible for paying mileage charges for the Substitutes at the same rate as for the disabled Vehicle and the fixed charges for the disabled Vehicle shall not abate. Penske shall not be required to letter, paint, or alter any Substitute. The Substitute shall be furnished to Customer whenever possible at the place at which the original Vehicle was disabled and shall be returned by Customer to the facility from which it was provided or the facility at which the repaired Vehicle is made available, as Penske may designate. Penske shall have no obligation to provide a Substitute if the inoperable Vehicle is out of service: (i) because of damage resulting from collision or upset, or (ii) as a result of preventive maintenance or service, or for service or repairs to equipment for which Penske has no responsibility, or (iii) as a result of Customer's violation of any of the terms of this VLSA.
- b. Extra Vehicles. At Customer's request, Penske will rent additional vehicles ("Extras") to Customer for temporary use to the extent Penske has available sufficient vehicles of the size and type requested at the Penske facility that services Customer. Penske shall not be required to letter, paint, or alter any Extra. The rental rate to be paid by Customer for the use of an Extra shall be Penske's then prevailing daily rental rate for such vehicles in effect at the location from which the Extra is obtained less fifteen percent (15%), plus all license and registration fees, applicable personal property taxes, and prepaid expenses paid by Penske with respect to the Extra, if not included in such rate. Penske shall have no obligation to provide Extras that are specialized vehicles.
- c. Interim Vehicles. During the period prior to a Vehicle being made available to Customer, Penske will, at Customer's request, rent an interim vehicle ("Interim") to Customer, if available in as nearly as practicable the same size and type as the leased Vehicle. Penske shall not be required to letter, paint, or alter any Interim. Miles operated by an Interim will not be included in determining whether the leased Vehicle for which the Interim was provided satisfied any mileage guaranty applicable to it. The rental rate to be paid by Customer for the use of an Interim shall be equal to the Lease Charges for the leased Vehicle, plus all license and registration fees, applicable personal property taxes, and prepaid expenses paid by Penske with respect to the Interim. Customer shall immediately return the Interim when Penske makes the leased Vehicle available and, if the Interim is not returned, Penske may, in addition to other remedies under this VLSA, treat such vehicle as an Extra under this VLSA.
- d. Rental Agreements. Penske may require Customer to execute a rental agreement whenever Customer requests an Extra, Substitute, or Interim. Notwithstanding the execution of a rental agreement, all Extras, Substitutes, and Interims will be considered Vehicles subject to the terms and conditions of

this VLSA and not the rental agreement.

## 5. FUEL

a. The Party to Provide Fuel. If Penske is designated on a Vehicle's Schedule "A" to provide fuel, Penske shall provide Customer fuel for the Vehicle, including refrigeration units, at charges that vary over time from Penske facilities or from facilities participating in the Penske Fuel Stop Program and invoice Customer for the charges and all applicable taxes and fees for the fuel. Customer may also procure fuel from other sources at its own expense. If Customer is past due on payment of any invoices rendered by Penske or if an "Event of Default" (as defined in Article 13.a. below) has occurred, Penske may (in addition to any other remedy under this VLSA) immediately discontinue providing fuel to Customer.

b. Fuel Cards. If Penske provides Customer with any fuel cards for the purchase of fuel, Customer shall be fully responsible for all purchases made under such fuel cards, even if made improperly or illegally. Customer shall immediately report lost or stolen fuel cards to Penske. If Customer fails to pay fuel card charges when due, Penske may (in addition to any other remedy under this VLSA) immediately cancel Customer's fuel cards.

6. **LICENSES, TAXES, PERMITS AND TOLLS.** Penske shall, at its own expense, register and title each Vehicle and pay for any Vehicle inspection fees in the state of registration of such Vehicle for the licensed weight shown on its Schedule "A". Customer shall reimburse Penske for all amounts it pays for licenses, taxes, permits or fees (including but not limited to Federal Highway Use Tax and personal property tax) imposed upon the operation or use of each Vehicle, this VLSA, or the Lease Charges that are (a) not set forth on the Vehicle's Schedule "A" or (b) in excess of the amounts included in the fixed lease charge for such licenses, taxes, permits or fees shown on the Vehicle's Schedule "A". Customer shall provide Penske with all documentation required for Vehicle licensing, taxes and permits. If Penske is designated on a Vehicle's Schedule "A" to provide fuel tax reporting for such Vehicle, Penske shall apply for fuel tax permits for such Vehicle and bill their cost to Customer. Penske shall prepare and file mileage and fuel tax returns, for which Customer shall submit weekly driver trip records, original fuel receipts or invoices, and any other information necessary for the preparation of the fuel tax returns (collectively, "Mileage and Fuel Tax Documents"). The obligation to provide Mileage and Fuel Tax Documents shall apply to all Vehicles, Substitutes, Extras, and Interims. If Customer fails to submit the Mileage and Fuel Tax Documents, Penske may estimate Customer's mileage and fuel tax liability based upon such information as is available to Penske. Penske shall have the right upon 30 days' prior notice to stop providing any of the services set forth in this Article 6. Customer shall be liable for the payment of any and all tolls associated with the use and operation of the Vehicle, and for the payment of any and all fines, fees, costs or expenses related to toll evasion or any other traffic violations.

## 7. LEASE CHARGES.

a. Lease Charges. As used in this VLSA, "Lease Charges" means the fixed lease charges, mileage charges, hourly charges, refrigeration charges, fuel charges, mileage and fuel tax obligations, and any and all other amounts and charges listed on Schedule "A" and/or described elsewhere in this VLSA.

b. Invoices/Payment. Customer shall pay Penske all Lease Charges within seven (7) days of the date of Penske's invoice, without deduction or offset. Penske shall (except for fuel charges, which shall be invoiced weekly, and other amounts and charges for which a different invoicing frequency is specified in this VLSA) invoice Customer for Lease Charges on a monthly basis, including the billing of fixed lease charges in advance and refrigeration and mileage charges in arrears. If an Event of Default occurs, Penske may invoice Customer on a weekly basis. Customer shall pay Lease Charges to the location designated by Penske, and all payments shall be made in the form of check, electronic funds transfer or ACH payment; cash or credit cards shall not be accepted for payment. Unless Customer protests the correctness of any invoice within thirty (30) days of its receipt, such invoice shall be presumed to be correct. Unless the parties agree otherwise or unless Customer does not obtain fuel from Penske, Penske will determine the mileage and (if applicable) the refrigeration hours for each Vehicle. If Customer does not obtain fuel from Penske, Customer shall provide mileage readings and (if applicable) refrigeration hour readings for each Vehicle on at least a monthly basis.

c. Overmileage Charges. Each Vehicle shall be operated according to the Estimated Annual Mileage/Vehicle ("EAM") as listed on its Schedule "A". If on the annual anniversary of such Vehicle's In-Service Date the actual miles operated by such Vehicle exceeds its total EAM for the year, Customer shall pay Penske \$0.10 for each mile over the total EAM for the year, in addition to the mileage charges due under this VLSA.

d. Excess Refrigeration Charges. If a Vehicle has a refrigeration unit, such unit shall be operated according to the Estimated Annual Refrigeration Hours/Vehicle ("EARH") as listed on its Schedule "A". If on the annual anniversary of such Vehicle's In-Service Date the actual refrigeration hours operated by such Vehicle's refrigeration unit exceeds its total EARH for the term, Customer shall pay Penske \$0.50 for each engine running hour, and \$0.15 for each standby hour, over the total EARH for the term, in addition to the refrigeration charges per hour due under this VLSA.

e. Deposit. Upon the occurrence of an Event of Default and notwithstanding any amendment to this VLSA to the contrary, Customer shall thereafter pay Penske per the terms set forth in this Article 7 and Customer shall, if requested, provide Penske with a deposit against future invoices in an amount equal to not less than the total amount invoiced by Penske in the three (3) months prior to the occurrence of the Event of Default.

8. **VEHICLE USE AND DRIVERS.** From the time a Vehicle is made available to Customer until its return to Penske upon termination or expiration of its lease, Customer shall have exclusive possession, control, and use of such Vehicle. Customer shall not make any alterations to a Vehicle. Vehicles shall be operated by safe, qualified, properly licensed drivers, who shall conclusively be presumed to be Customer's agents, servants or employees only, and subject to Customer's exclusive direction and control. Vehicles shall not be operated: (a) by a driver in possession of or under the influence of alcohol or any controlled drug, substance or narcotic, (b) in a reckless or abusive manner, (c) off an improved road, (d) on an underinflated tire, (e) with insufficient coolant or oil, (f) while improperly loaded or loaded beyond maximum weight shown on the Schedule "A", or (g) in violation of any applicable laws, ordinances, or rules. Customer shall reimburse Penske for any damage or expenses, and shall protect, defend, indemnify and hold Penske and its partners harmless from and against all fines, claims, forfeitures, judgments, seizures, confiscations and penalties, arising out of the failure to adhere to the requirements of the preceding sentence. Customer shall be responsible for all expenses for removing or towing any mired or snowbound Vehicle. If Customer operates a Vehicle with a trailer or other equipment not leased by Penske under this VLSA, Customer warrants that such trailer or other equipment shall be in good operating condition compatible in all respects with the Vehicle with which it is used and in compliance with all applicable laws and regulations, and shall be responsible for all repairs and/or additional maintenance resulting from such use or from any defects in such trailer or equipment. Customer shall not use or permit any Vehicle to be used (x) for the transportation of "hazardous materials" (as defined by regulations promulgated by the United States Department of Transportation), gasoline, or propane, or (y) for any illegal purpose. Customer shall store each Vehicle in a safe location.

## 9. PHYSICAL DAMAGE AND LIABILITY COVERAGE.

a. Responsibility for Damage/Insurance. Customer assumes the risk of loss of, or damage to, all Vehicles from any and every cause whatsoever, notwithstanding Section 2A-219(1) of the UCC, including, but not limited to, casualty, collision, upset, fire, theft, malicious mischief, vandalism, graffiti, glass breakage, and mysterious disappearance, except as otherwise provided in this VLSA. Unless Penske gives written permission to self-insure these obligations, Customer shall at its sole cost procure and maintain an automobile collision and comprehensive insurance policy protecting Penske and its partners against any and all loss or damage to each Vehicle, in form satisfactory to Penske and in an amount equal to the "Depreciated Schedule 'A' Value" (as defined below) of such Vehicle, which policy shall name Penske and/or its assignee as loss payee. "Depreciated Schedule 'A' Value" of a Vehicle means (i) the Original Agreed Value set forth on its Schedule "A" less (ii) the Depreciation Credit per Month set forth on such Schedule "A" multiplied by the number of months elapsed from the Vehicle's In-Service Date to the date as of which the Depreciated Schedule "A" Value is being determined.

b. Repairs. All repairs of damage to a Vehicle shall be performed by Penske or its designee. Customer shall pay to repair and restore the Vehicle to good working order (as determined by Penske), and if in Penske's judgment a Vehicle has been lost, stolen, destroyed, or damaged beyond repair, Customer

Value of such Vehicle immediately preceding the casualty occurrence; upon Penske's receipt of payment in full for such Vehicle and (ii) the Depreciated Schedule 'A' shall pay Penske (i) all Lease Charges according to the date of Penske's receipt of payment in full for such Vehicle and (ii) the Depreciated Schedule 'A' shall terminate as to such Vehicle and the Vehicle shall become the property of Customer, as-is, where-is,...

14. TERMINATION PRIVILEGES. Either party may, upon sixty (60) days prior written notice to the other, terminate this VLSA as to a Vehicle on any annual anniversary date of such Vehicle's In-Service Date. Upon termination by either party, Customer shall, at Penske's option, either (i) purchase the Vehicle as to which the notice has been given (other than a Substitute, Interim, or Extra) at the Vehicle's Depreciated Schedule 'A' Value, as-is, where-is, or (ii) pay Penske the Alternative Payment (as defined in the next sentence) for such Vehicle. The Alternative Payment shall be the difference, if any, between the Vehicle's Depreciated Schedule 'A' Value at the termination date and the Vehicle's Fair Market Value (Fair Market Value) shall be the highest bona fide offer to purchase such Vehicle received by Penske as of the date of termination).

13. DEFAULT AND REMEDIES. a. Event of Default. An Event of Default shall occur if (i) Customer fails to pay any Lease Charges when due or to maintain any insurance coverage required under this VLSA, or (ii) Customer fails to perform any other term of this VLSA and such failure continues for five (5) days after written notice thereof is sent to Customer, or (iii) Customer or any guarantor of Customer's obligations becomes insolvent, makes a bulk transfer or other transfer of all or substantially all of its assets or makes an assignment for the benefit of creditors, or (iv) Customer or any guarantor of Customer's obligations files or suffers the filing against it of a petition under the Bankruptcy Code or under any other insolvency law or law providing for the relief of debtors, or (v) any representation or warranty made by Customer in this VLSA or in any document furnished to Penske by Customer or any guarantor of Customer's obligations is incorrect in any material respect.

b. Remedies. Upon the occurrence of an Event of Default, Penske shall not be required to perform its obligations under this VLSA and may immediately terminate this VLSA and/or proceed by appropriate court action to enforce the terms of this VLSA and/or to recover damages for the breach of any of its terms. In addition, Penske may, with or without terminating this VLSA, with or without demand or notice to Customer, and with or without any court order or process of law, take immediate possession of any or all Vehicles wherever located, without being liable to Customer for damages caused by such taking of possession. If any such Vehicle contains any property belonging to Customer or in Customer's custody or control, Penske is authorized to hold the Items for Customer or place them in storage for Customer, at Customer's sole cost and risk of loss or damage. Penske may also, with or without terminating this VLSA, require Customer upon five (5) days' written notice to, at Penske's option, either purchase any or all of the Vehicles or make the Alternative Payment as set forth in Article 14.a, below for any or all of the Vehicles, and in addition pay the total of the Lease Charges for all such Vehicles according to the date upon which Customer could have terminated this VLSA under Article 14.a, together with all Lease Charges due and unpaid to the date of Penske's notice to Customer under this paragraph.

c. Interest/Attorney's Fees. Should Customer fail to pay any Lease Charges when due, Customer shall be liable for interest on such delinquent amounts at the rate of one and one-half percent (1.5%) per month or the maximum permissible rate allowed in the jurisdiction in which Customer's principal place of business is located, whichever is lower, from the date on which payment was due until paid. If Penske institutes legal action against Customer as the result of an Event of Default, Penske shall be entitled to reimbursement from Customer of all expenses of collection and reasonable attorneys' fees.

12. FORCE MAJEURE. Neither party shall incur liability to the other party for a failure to perform any obligations under this VLSA (including payment and insurance obligations) that is caused by events beyond such party's reasonable control, such as (but not limited to) war, terrorist attack, fire, governmental regulations, acts of God, labor disputes, manufacturer, supplier or transportation shortages or delays, fuel allocation programs, or manufacturer's defects. 11. REGULATIONS/RECALLS. If any law, rule, regulation, or manufacturer's recall shall require the modification of any Vehicle or the installation of any additional equipment or accessories, including, but not limited to, anti-pollution and/or safety devices, Customer shall make such Vehicle safe and pay equipment or modifications.

10. INDEMNIFICATION. FOR LIABILITY IN EXCESS OF THE LIMITS OF THE INSURANCE REQUIRED IN ARTICLE 9 ABOVE, OR IN THE EVENT THERE IS NO INSURANCE COVERAGE OR CUSTOMER FAILS TO PROVIDE A DEFENSIBLE CUSTOMER SHALL PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS PENSKE AND ITS PARTNERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, SERVICANTS, REPRESENTATIVES AND EMPLOYEES FROM ANY AND ALL CLAIMS, SUITS, COSTS, LOSSES, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) AND LIABILITIES (EVEN IF PENSKE IS CLAIMED TO HAVE BEEN OR IS PROVEN TO BE NEGLIGENT) ARISING FROM: (A) CUSTOMER'S FAILURE TO COMPLY WITH ITS OBLIGATIONS TO GOVERNMENTAL BODIES HAVING JURISDICTION OVER CUSTOMER AND THE VEHICLES; (B) CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS VLSA; (C) THE OWNERSHIP, USE, SELECTION, POSSESSION, MAINTENANCE AND/OR OPERATION OF ANY VEHICLE; (D) ANY LIABILITY IMPOSED UPON OR ASSUMED BY CUSTOMER UNDER ANY WORKERS COMPENSATION ACT, PLAN OR CONTRACT AND ANY AND ALL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGE SUSTAINED BY CUSTOMER OR ANY DRIVER, AGENT, SERVICANT OR EMPLOYEE OF CUSTOMER OR (E) LOSS OR DAMAGE INCURRED BY PENSKE FROM CUSTOMER'S USE OF A VEHICLE OR TRAILER NOT OWNED OR INSURED BY PENSKE, REGARDLESS OF PENSKE'S OBLIGATIONS IMPOSED BY THE INSURANCE PROVISIONS OF ANY FEDERAL OR STATE AGENCY, CUSTOMER'S OBLIGATIONS UNDER THIS ARTICLE 10 SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS VLSA.

9. NOTIFICATION OF ACCIDENTS. Customer shall notify Penske as well as Customer's insurance carrier of any loss of, damage to, or accident involving any Vehicle; such notice shall be effected immediately by telephone, and in writing as soon as practical thereafter. Customer shall cooperate fully in the investigation, prosecution, and/or defense of any claim or suit arising out of any such occurrence and shall do nothing to impede or invalidate any applicable liability, physical damage, or cargo coverage.

8. CERTIFICATES OF INSURANCE. Prior to delivery of any Vehicle, Customer shall deliver to Penske certificates of insurance showing the coverages required and shall be in a form acceptable to Penske.

7. LIABILITY COVERAGE. Customer shall at its sole cost procure and maintain liability coverage for each Vehicle, including Customer and Penske and its partners and their respective agents, servants and employees, in accordance with the standard provisions of a basic automobile liability insurance policy as required in each jurisdiction in which the Vehicle is operated, against liability for bodily injury, including death, and property damage arising out of the ownership, maintenance, use and operation of each Vehicle with limits of at least a combined single limit of One Million Dollars (\$1,000,000.00) per occurrence. Such coverage shall be primary and not excess or contributory and shall be in conformity with the motor vehicle minimum financial responsibility laws as respects "Uninsured Motorist", "No-Fault", or other optional coverages. Such coverage shall be endorsed to include Penske as an additional insured and shall be in a form acceptable to Penske.

6. COPIES OF INSURANCE. Prior to delivery of any Vehicle, Customer shall deliver to Penske certificates of insurance showing the coverages required and shall be in a form acceptable to Penske.

5. NOTICE OF ACCIDENTS. Customer shall notify Penske as well as Customer's insurance carrier of any loss of, damage to, or accident involving any Vehicle; such notice shall be effected immediately by telephone, and in writing as soon as practical thereafter. Customer shall cooperate fully in the investigation, prosecution, and/or defense of any claim or suit arising out of any such occurrence and shall do nothing to impede or invalidate any applicable liability, physical damage, or cargo coverage.

the date of termination, (iii) the cost of de-identification, re-painting, and restoring the Vehicle to daily rental condition in accordance with Penske's established standards (including the loss of use of such Vehicle during such restoration), and (iv) a pro-rated portion of any licenses or permits that cannot be used or transferred by Penske (collectively, "Termination Amounts"). Customer shall have no right to exercise any option to terminate this VLSA under this Article if an Event of Default has occurred. No termination of this VLSA by either party shall release Customer of liability for the payment of any sums due Penske or any damages that Penske shall have sustained by reason of Customer's breach thereof.

15. **ADJUSTED COST.** For each rise or fall of at least one percent (1%) in the Consumer Price Index for All Urban Consumers for the United States published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), or any successor index designated by Penske, above or below the CPI figure applicable for each leased Vehicle as of the "Effective Date" indicated on its Schedule "A", the Lease Charges for such Vehicle shall be adjusted upward or downward based upon such percentage increase or decrease in the CPI. Seventy-five percent (75%) of the fixed lease charge, one hundred percent (100%) of the basic mileage charge, one hundred percent (100%) of any excess or undermileage charge (per mile), and one hundred percent (100%) of the refrigeration charge, if applicable, shall be subject to adjustment. All increases under this Article shall be cumulative and shall be calculated only on the charges initially shown on the Vehicle's Schedule "A". Adjustments shall be implemented semi-annually on January 1 and July 1. Upon adjustment, the fixed lease charge shall be rounded off to the nearest whole cent and all adjustments in the basic mileage, excess mileage, and undermileage charges shall be rounded off to the nearest tenth of a mil.

16. **NON-LIABILITY FOR CONTENTS.** Penske shall not be liable for loss of, or damage to, any cargo or other property left, stored, loaded or transported in, upon, or by any Vehicle at any time or place.

17. **ASSIGNMENT AND SUBLETTING.**

a. **By Customer.** CUSTOMER SHALL HAVE NO RIGHT TO ASSIGN OR SUBLET THIS VLSA OR THE VEHICLES, NOR SHALL CUSTOMER RENT OR LICENSE THE USE OF THE VEHICLES, OR UNDERGO A CHANGE OF CONTROL THAT WOULD OTHERWISE ASSIGN THIS VLSA BY OPERATION OF LAW OR CAUSE OR PERMIT THE VEHICLES TO BE USED BY ANYONE OTHER THAN CUSTOMER OR ITS LEASED DRIVERS, SERVANTS OR EMPLOYEES.

b. **By Penske.** THIS VLSA AND ANY VEHICLES, RENT, OR OTHER SUMS DUE OR TO BECOME DUE HEREUNDER MAY BE ASSIGNED OR OTHERWISE TRANSFERRED, EITHER IN WHOLE OR IN PART BY PENSKE, WITHOUT AFFECTING ANY OBLIGATIONS OF CUSTOMER AND, IN SUCH EVENT, CUSTOMER'S RIGHTS SHALL BE SUBJECT TO ANY LIEN, SECURITY INTEREST OR ASSIGNMENT GIVEN BY PENSKE IN CONNECTION WITH THE OWNERSHIP OF THE VEHICLE(S), AND THE TRANSFEREE OR ASSIGNEE SHALL HAVE ALL OF THE RIGHTS, POWERS, PRIVILEGES AND REMEDIES OF PENSKE.

18. **DISCLAIMER.** PENSKE MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ABSENCE OF ANY MANUFACTURING DEFECTS OF ANY VEHICLE COVERED BY THIS VLSA. PENSKE AND ITS PARTNERS SHALL NOT BE LIABLE FOR LOSS OF CUSTOMER'S PROFITS OR BUSINESS, LOSS OR DAMAGE TO CARGO, LOSS OR DAMAGE RESULTING TO CUSTOMER BY REASON OF DELAY IN DELIVERY OR FAILURE TO DELIVER PRODUCTS OWNED OR TRANSPORTED BY CUSTOMER, DRIVER'S TIME OR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

19. **MISCELLANEOUS.** This VLSA (including all the schedules attached hereto) shall be considered to be a single integrated contract and constitute the entire agreement between the parties regarding the Vehicles. Upon execution by Penske and Customer, this VLSA shall be binding on the respective parties and their legal representatives, successors and assigns and its terms shall not be amended or altered by failure of either party to insist on performance, or failure to exercise any right or privilege, or in any manner unless such amendment or alteration is in writing and signed on behalf of the parties hereto. Time shall be of the essence of this VLSA. No waiver or breach of any covenant or obligation herein shall be construed to be a waiver of the covenant or obligation itself, or any subsequent breach thereof. This VLSA shall supersede any and all proposals or agreements, written or verbal, between the parties, relating to the subject matter hereof and may not be modified, terminated or discharged, except in a writing signed by the party against whom the enforcement of the modification, termination or discharge is sought. Any notice required hereunder shall be sent by certified mail or overnight mail to the address written above (except that notices sent to Penske via overnight courier shall be sent to 2675 Morgantown Road, Reading, PA 19607) or such other address as either party shall furnish and shall be deemed delivered upon deposit in the United States mail or confirmed receipt by the overnight courier. This VLSA is to be interpreted, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania. In the event any of the terms and provisions of this VLSA are in violation of or prohibited by any law, statute, regulation, or ordinance of the United States and/or state or city where the VLSA is applicable, such terms and provisions shall be deemed amended to conform to such law, statute, regulation, or ordinance without invalidating any of the other terms and provisions of this VLSA.

IN WITNESS WHEREOF, the parties have caused this VLSA to be executed by their duly authorized representative as of the date first above written.

PENSKE TRUCK LEASING CO., LP.

CUSTOMER: RVNB Holdings, Inc.

Signature: Frances E. Greff

Signature: [Handwritten Signature]

Title: FRANCES E. GREFF  
MANAGER  
CONTRACT ADMIN.

Title: PRESIDENT

Witnessed or Attested By: \_\_\_\_\_

Witnessed or Attested By: Neil Bourne





Truck Leasing

Vehicle Lease Service Agreement
Schedule "A"

Schedule "A" No. Permanent

Date of Preparation 3/7/13

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Penske Location: All Applicable

City, State and Zip Code: All Applicable

THIS AMENDMENT is made this 11th day of March, 2013 to the Vehicle Lease Service Agreement dated as of March 11, 2013 (the "VLSA") between PENSKE TRUCK LEASING CO., L.P. ("Penske") and RVNB Holdings, Inc. ("Customer").

Intending to be legally bound, the parties agree that the VLSA is amended as follows:

1. Article 2 is amended as follows:

- First sentence, second line, by adding the words ", fluids" immediately after the word "oil" and prior to the word "and".
First sentence, third line, by adding the words ", including required tows" immediately after the word "service and prior to the word "because".
By adding the following as a new sentence after the first sentence:

"Notwithstanding the foregoing, the term 'fluids' as used in the previous sentence does not include diesel or DEF."

- Article 7(b), first sentence by deleting the words "seven (7) days" and replacing them with the words "seven (7) business days".
Article 7(c), second sentence, by deleting the words "five percent (5%)" and replacing them with the words "ten percent (10%)".
Article 10, first sentence, by inserting the following at the end of the clause (C) immediately after the word "VEHICLE" and before the comma immediately thereafter:

"(EXCEPT THAT CUSTOMER SHALL NOT INDEMNIFY PENSKE FOR SUCH CLAIMS, SUITS, COSTS, DAMAGES, EXPENSES, OR LIABILITIES CAUSED SOLELY BY PENSKE'S NEGLIGENCE OR WILLFUL MISCONDUCT)".

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the \_\_\_ day of \_\_\_\_\_, 2012.

Addition(s) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) and shall supercede Schedule "A"(s) Number dated attached hereto.

Table with 4 columns: Name, Signature, Title, Date. Rows for RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P.



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5. The following is added to the end of Article 13:

"Notwithstanding anything contained in the VLSA to the contrary, with respect to all Vehicles currently leased to CUSTOMER under the VLSA or any other agreement, CUSTOMER agrees to pay all invoices on the 25th of the month through an Automated Clearing House ("ACH"). CUSTOMER consents to PENSKE TRUCK LEASING's debiting CUSTOMER's account through the ACH.

If CUSTOMER fails to pay PENSKE TRUCK LEASING in accordance with the provisions of Article 7 of the VLSA, or if CUSTOMER does not meet the payment terms outlined in the preceding paragraph with respect to ACH payments, then such failure shall be considered an "Event of Default" and PENSKE TRUCK LEASING shall be able to pursue all of its remedies as outlined in this Article 13."

6. Article 14(a), by adding the following to the end thereof:

"Notwithstanding anything contained above to the contrary, if Penske terminates this VLSA and Customer is not then in default, Customer shall have the right, but not the obligation to purchase the Vehicles so terminated. However, in the event of such termination, Customer shall pay all outstanding Lease Charges through and including the date of termination, together with the amounts described in clauses (ii), (iii), and (iv) of paragraph b of this Article 14."

7. Article 15 is amended as follows:

- Second sentence, by deleting the words "Seventy-five percent (75%)" and replacing them with the words "Thirty-five percent (35%)".
By deleting the fourth sentence and replacing it with the following:

"Adjustments shall be implemented annually on January 1."

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) and shall supercede Schedule "A"(s) Number \_\_\_ dated \_\_\_ attached hereto.

Table with 4 columns: Name, Signature, Title, Date. Rows for RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P.



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8. The following is added to the VLSA as a new Article 20.

"20. PRIOR AGREEMENT SUPERSEDED. The parties agree that this VLSA and any amendments hereto replaces and supersedes the Vehicle Lease Service Agreements listed on Exhibit 1 attached hereto (the "Previous VLSA") between PENSKE TRUCK LEASING CO., L.P. ("Penske") and the customers listed on Exhibit 1 ("Customer") and any amendments thereto (the "Prior Agreement"). All Vehicles being leased or rented to Customer under the Prior Agreement as of the date of this VLSA will hereafter be subject to and governed by all of the terms and conditions of this VLSA and any amendments hereto."

"20. SUBSIDIARY COMPANY OBLIGATIONS. As used in the VLSA, the term "Customer" shall mean and include, in addition to RVNB Holdings, Inc., the below listed companies, all of which are subsidiary companies of RVNB Holdings, Inc. and each subsidiary company has executed this Amendment below to acknowledge its agreement to be bound by and to perform all of the terms and conditions placed on Customer under the VLSA. RVNB Holdings, Inc. and each subsidiary customer listed below agrees to be responsible for and to satisfy all of the obligations of RVNB Holdings, Inc. and each and all of the subsidiary companies referenced below:

J's Moving and Storage, Inc.
Federal ID # 01-0549102
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of Austin, Inc.
Federal ID # 58-2388797
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of Baton Rouge, Inc.
Federal ID # 27-1412752
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of Birmingham, Inc.
Federal ID # 20-5359194
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) (Initial) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) (Initial) and shall supercede Schedule "A"(s) Number \_\_\_ dated \_\_\_ attached hereto.

Table with 4 columns: Company Name, Signature, Title, Date. Rows for RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P.



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City, State and Zip Code: All Applicable

All My Sons Moving & Storage of Idaho, Inc.  
Federal ID # 40-1798324

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

Bournias, Inc.  
Federal ID # 56-1944445

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

All My Sons Moving & Storage of Cincinnati, Inc.  
Federal ID # 68-2521306

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

All My Sons Moving & Storage of Columbus, Inc.  
Federal ID # 27-3740370

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

All My Sons Moving & Storage of Connecticut, Inc.  
Federal ID # 20-803198

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

All My Sons Business Development Corp.  
Federal ID # 65-1077599

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

All My Sons Moving & Storage of Corpus Christi, Inc.  
Federal ID # 20-8427937

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

All My Sons Moving & Storage of Dallas, Inc.  
Federal ID # 58-2388793

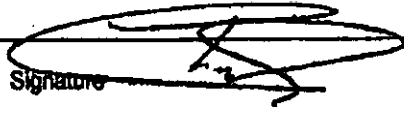
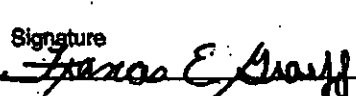
By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Ass't Secretary

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P., effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Addition(s) \_\_\_\_\_ and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.  
(Initial)

Deletion(s) \_\_\_\_\_ and shall supercede Schedule "A"(s) Number \_\_\_\_\_ dated \_\_\_\_\_ attached hereto.  
(Initial)

RVNB Holdings, Inc.	 Signature	Title <u>President</u>	Date <u>3/11/13</u>
PENSKE TRUCK LEASING CO., L.P.	 Signature	Title <u>FRANCES E. GRAEFF MANAGER CONTRACT ADMIN.</u>	Date <u>5/22/13</u>



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Penske Location: All Applicable

City, State and Zip Code: All Applicable

All My Sons Moving & Storage of Denver, Inc.
Federal ID # 85-1018458

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

Quick N Easy Moving of Albuquerque, Inc.
Federal ID # 45-4437695

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage of Ft. Lauderdale, Inc.
Federal ID # 26-5869032

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage of Gainesville, Inc.
Federal ID # 27-4418047

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage of Greenville, Inc.
Federal ID # 20-3619104

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

Moving with Moxie, Inc.
Federal ID # 20-1397081

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage of Houston, Inc.
Federal ID # 26-1442300

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

Green Line Moving & Storage of Indianapolis, Inc.
Federal ID # 58-2467692

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) and shall supercede Schedule "A"(s) Number \_\_\_ dated \_\_\_ attached hereto.

Table with 4 columns: Entity Name, Signature, Title, Date. Rows include RVNB Holdings, Inc. (Signature, President, 3/11/13) and PENSKE TRUCK LEASING CO., L.P. (Signature, Frances E. Graeff, Manager, 5/22/13).



Truck Leasing

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Penske Location: All Applicable

City, State and Zip Code: All Applicable

All My Sons Moving & Storage of Jacksonville, Inc. Federal ID # 99-0289684 By: Robert Peterson Ass't Secretary

All My Sons Moving & Storage of Kansas, Inc. Federal ID # 27-1694928 By: Robert Peterson Ass't Secretary

All My Sons Moving & Storage of Knoxville, Inc. Federal ID # 27-3685613 By: Robert Peterson Ass't Secretary

All My Sons Moving & Storage of Las Vegas, Inc. Federal ID # 03-0386281 By: Robert Peterson Ass't Secretary

All My Sons Moving & Storage of Little Rock, Inc. Federal ID # 26-1436143 By: Robert Peterson Ass't Secretary

Able Moving & Storage Company of Louisville, Inc. Federal ID # 45-2226227 By: Robert Peterson Ass't Secretary

All My Sons Moving & Storage of Melbourne, Inc. Federal ID # 40-0005360 By: Robert Peterson Ass't Secretary

All My Sons Moving & Storage of Memphis, Inc. Federal ID # 27-4699259 By: Robert Peterson Ass't Secretary

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the day of 2012.

Addition(s) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) and shall supercede Schedule "A"(s) Number dated attached hereto.

Table with 4 columns: Party Name, Signature, Title, Date. Rows for RVNB Holdings, Inc. (President, 3/11/13) and PENSKE TRUCK LEASING CO., L.P. (Frances E. Graeff, 5/22/13).



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Vehicle Lease Service Agreement
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Penske Location: All Applicable

City, State and Zip Code: All Applicable

A True Family Corporation
Federal ID # 20-5001970

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage of Nashville, Inc.
Federal ID # 58-2392443

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage
of Oklahoma City, Inc.
Federal ID # 27-0020215

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage
of Orlando, Inc.
Federal ID # 65-1017365

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage
of Pensacola, Inc.
Federal ID # 20-5077052

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

All My Sons Moving & Storage
of Phoenix, Inc.
Federal ID # 27-1595313

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

AMS Moving & Storage of Portland, Inc.
Federal ID # 58-2434377

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

SG of Raleigh, Inc.
Federal ID # 96-2189460

By: [Signature]
Name: Robert Peterson
Title: Ass't Secretary

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P., effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) and shall supercede Schedule "A"(s) Number \_\_\_ dated \_\_\_ attached hereto.

Table with 4 columns: Name, Signature, Title, Date. Rows for RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P.



Truck Leasing

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Penske Location: All Applicable

City, State and Zip Code: All Applicable

All My Sons Moving & Storage  
of Rhode Island, Inc.  
Federal ID # 45-2793302

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

All My Sons Moving and Storage, (VA), Inc.  
Federal ID # 54-1823913

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

All My Sons Moving & Storage  
of Salt Lake City, Inc.  
Federal ID # 58-2589352

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

All My Sons Moving & Storage  
of San Antonio, Inc.  
Federal ID # 58-2388795

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

AMS Moving & Storage of St. Louis, Inc.  
Federal ID # 26-3125883

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

All My Sons Moving & Storage of Charleston, Inc.  
Federal ID # 45-4437540

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

True Van Lines, LLC  
Federal ID # 20-2424434

By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

All My Sons Moving & Storage of Tucson, Inc.  
Federal ID # 81-9564110

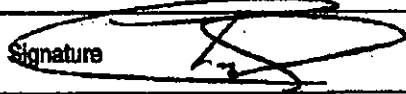
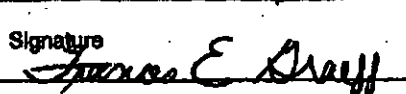
By: \_\_\_\_\_  
Name: Robert Peterson  
Title: Asst. Secretary

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P., effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Addition(s) \_\_\_\_\_ and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.  
(Initial)

Deletion(s) \_\_\_\_\_ and shall supercede Schedule "A"(s) Number \_\_\_\_\_ dated \_\_\_\_\_ attached hereto.  
(Initial)

RVNB Holdings, Inc.	Signature 	Title <u>President</u>	Date <u>3/11/13</u>
PENSKE TRUCK LEASING CO., L.P.	Signature 	Title <u>FRANCES E. GRAEFF - MANAGER</u>	Date <u>5/22/13</u>

CONTRACT ADMIN.





Truck Leasing

Vehicle Lease Service Agreement
Schedule "A"

Schedule "A" No. Permanent

Date of Preparation 3/7/13

Page 9 of 13

Penske Location: All Applicable

City, State and Zip Code: All Applicable

All My Sons Moving & Storage of Tulsa, Inc.

Federal ID # 10-2316891

By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of West Palm Beach, Inc.

Federal ID # 65-1010714

By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving and Storage, Inc.

Federal ID # 36-4139665

By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of Cleveland, Inc.

Federal ID # 45-4437579

By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

Robert's Moving, Inc DBA All My Sons Moving & Storage of Fort Worth, Inc.

Federal ID # 27-1595445

By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

Kwik but Careful Movers of Lexington, Inc DBA All My Sons Moving & Storage of Lexington

Federal ID # 45/5424559

By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) [Initial] and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) [Initial] and shall supercede Schedule "A"(s) Number \_\_\_ dated \_\_\_ attached hereto.

Table with 4 columns: Name, Signature, Title, Date. Rows include RVNB Holdings, Inc. (President, 3/11/13) and PENSKE TRUCK LEASING CO., L.P. (FRANCES E. GRAEFF, Title MANAGER CONTRACT ADMIN, Date 6/22/13).



Truck Leasing

Vehicle Lease Service Agreement
Schedule "A"

Schedule "A" No. Permanent

Date of Preparation 3/7/13

Page 10 of 13

Penske Location: All Applicable

City, State and Zip Code: All Applicable

Quick N Easy Moving of Minneapolis, Inc.

Federal ID # 58-2392443
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

Kwik But Careful Movers of Omaha, Inc.

Federal ID # 45-4407242
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

Quick N Easy Moving of Wichita, Inc.

Federal ID # 20-2716891
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of Des Moines, Inc.

Federal ID # 46-1772283
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of El Paso, Inc.

Federal ID # 80-0885013
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of New Jersey, Inc.

Federal ID # 46-1801817
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

Quick N Easy Moving of Pittsburgh, Inc.

Federal ID # 46-1817996
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

All My Sons Moving & Storage of Washington, Inc.

Federal ID # 46-1868240
By: [Signature]
Name: Robert Peterson
Title: Asst Secretary

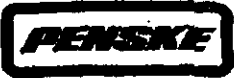
Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) (Initial) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) (Initial) and shall supercede Schedule "A"(s) Number \_\_\_ dated \_\_\_ attached hereto.

Table with 4 columns: Name, Signature, Title, Date. Rows include RVNB Holdings, Inc. (Signature, Title: President, Date: 3/14/13) and PENSKE TRUCK LEASING CO., L.P. (Signature: Frances E. Graeff, Title: MANAGER CONTRACT ADMIN., Date: 3/22/13)



Truck Leasing

Vehicle Lease Service Agreement  
Schedule "A"

Schedule "A" No. Permanent

Date of Preparation 3/7/13

Page 11 of 13

Penske Location: All Applicable

City, State and Zip Code: All Applicable

All My Sons Moving & Storage of Colorado Springs, Inc.

Federal ID # 45-4437620

By: [Signature]  
Name: Robert Helerson  
Title: Asst Secretary

California Movers, Inc.

Federal ID # 46-1923704

By: [Signature]  
Name: Robert Helerson  
Title: Asst Secretary

Exhibit 1:

600415	All My Sons Moving & Storage of Tulsa, Inc.	0537	20-5952741	06/12/12
600495	AMS Moving & Storage of Portland, Inc.	0577	58-2434377	07/11/03
600497	All My Sons Moving & Storage of Orlando, Inc.	0304	65-1017365	06/12/12
600499	All My Sons Moving & Storage of Houston, Inc.	0189	20-1442300	07/23/04
600666	All My Sons Moving & Storage of West Palm Beach, Inc.	0887	65-1010714	03/20/04
600704	All My Sons Moving & Storage of Idaho, Inc.	0661	20-1798324	10/21/04
600707	All My Sons Moving & Storage (VA), Inc.	0285	54-1823913	02/21/05
600871	All My Sons Moving & Storage of Dallas, Inc.	0119	20-0083899	06/07/10
600871	All My Sons Moving & Storage of Dallas, Inc.	0910	20-0083899	06/07/10
606739	All My Sons Moving & Storage of Memphis, Inc.	0465	27-4699259	06/12/12

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P., effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) \_\_\_\_\_ and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.  
(Initial)

Deletion(s) \_\_\_\_\_ and shall supercede Schedule "A"(s) Number \_\_\_\_\_ dated \_\_\_\_\_ attached hereto.  
(Initial)

RVNB Holdings, Inc.	Signature <u>[Signature]</u>	Title <u>President</u>	Date <u>3/11/13</u>
PENSKE TRUCK LEASING CO., L.P.	Signature <u>Frances E. Graeff</u>	Title <u>FRANCES E. GRAEFF MANAGER CONTRACT ADMIN.</u>	Date <u>5/22/13</u>



Truck Leasing

Vehicle Lease Service Agreement Schedule "A"

Schedule "A" No. Permanent

Date of Preparation 3/7/13

Page 12 of 13

Penske Location: All Applicable

City, State and Zip Code: All Applicable

Table with 5 columns: ID, Company Name, City/State/Zip, Phone Number, and Date. Rows include A True Family Corporation, All My Sons Moving & Storage of Baton Rouge, Inc., All My Sons Moving & Storage of Columbus, Inc., Green Line Moving and Storage of Indy, Inc., SG of Raleigh, Inc. dba All My Sons, All My Sons Moving & Storage of Little Rock, Inc., All My Sons Moving & Storage of Phoenix, Inc., All My Sons Moving & Storage of Colorado Springs, Inc., All My Sons Moving & Storage of Birmingham, Inc., All My Sons Moving & Storage of Knoxville, Inc., Able Moving & Storage Company of Louisville, Inc., AMS Moving & Storage of St. Louis, Inc., All My Sons Moving & Storage of Nashville, Inc., Kwik But Careful Movers of Omaha, Inc., and Quick N Easy Moving of Wichita, Inc.

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. effective on the \_\_\_ day of \_\_\_, 2012.

Addition(s) (Initial) and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.

Deletion(s) (Initial) and shall supercede Schedule "A"(s) Number \_\_\_ dated \_\_\_ attached hereto.

Signature table with 4 columns: Party Name, Signature, Title, and Date. Parties include RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P. with titles like President and CONTRACT ADMIN.



**Vehicle Lease Service Agreement  
Schedule "A"**

Schedule "A" No. Permanent  
 Date of Preparation 3/7/13  
 Page 13 of 13

Penske Location: All Applicable

City, State and Zip Code: All Applicable

665913	All My Sons Moving & Storage of Kansas City, Inc.	0386	27-1594928	06/28/12
665930	All My Sons Moving & Storage of Rhode Island, Inc.	0705	45-2793302	07/31/12
665931	All My Sons Moving & Storage of Charleston, Inc.	0099	45-4437540	07/31/12
665941	All My Sons Moving & Storage of Southwest Florida, Inc.	0472	45-4914463	07/31/12
665950	All My Sons Moving & Storage of Chicago, Inc.	0211	36-4139665	07/31/12
665954	All My Sons Moving & Storage of Tucson, Inc.	6533	81-0564110	07/31/12
665955	All My Sons Moving & Storage of Greenville, Inc.	0265	20-3619104	09/12/12

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between

RVNB Holdings, Inc. and **PENSKE TRUCK LEASING CO., L.P.** effective on the \_\_\_ day of \_\_\_\_\_, 2012.

Addition(s) \_\_\_\_\_ and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.  
 (Initial)

Deletion(s) \_\_\_\_\_ and shall supercede Schedule "A"(s) Number \_\_\_\_\_ dated \_\_\_\_\_ attached hereto.  
 (Initial)

RVNB Holdings, Inc.	Signature	Title <u>President</u>	Date <u>3/11/13</u>
PENSKE TRUCK LEASING CO., L.P.	Signature <u>Frances E. Graeff</u>	TITLE <u>FRANCES E. GRAEFF MANAGER</u>	Date <u>3/22/13</u>

CONTRACT ADMIN.



**Vehicle Lease Service Agreement  
Schedule "A"**

Schedule "A" No. Permanent

Date of Preparation 10/1/14

Page 1

Penske Location: All Applicable

City, State and Zip Code: All Applicable

THIS AMENDMENT is made this 30<sup>th</sup> day of September, 2014 to the Vehicle Lease Service Agreement dated as of March 11, 2013 (the "VLSA") between PENSKE TRUCK LEASING CO., L.P. ("Penske") and RVNB Holdings, Inc. ("Customer").

Intending to be legally bound, the parties agree that this amendment to the VLSA replaces and supersedes Article 22 dated September 30, 2013 as follows:

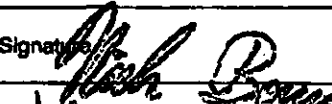

**\*22. LETTER OF CREDIT.** CUSTOMER shall deliver to PENSKE an irrevocable letter of credit on behalf of itself and all of the entities and individuals identified and defined in Article 21 of the VLSA, in form and issued by a commercial bank acceptable to PENSKE, in an amount equal to One Million Eighty-One Thousand and 00/100 Dollars (\$1,081,000.00) (The "Letter of Credit").

Throughout the term of this lease, CUSTOMER shall deliver to PENSKE, no later than ninety (90) days prior to the expiration of the Letter of Credit, either an extension of such Letter of Credit or a replacement Letter of Credit meeting the requirements of the preceding sentence, and provided all ACH withdrawals are paid as presented the letter of credit may be reduced to \$1,025,000 in March 2015 and to \$920,000 in March 2016. Penske agrees to review the independent accountant audited financials in April 2015, and based upon the performance of the company may, in its sole discretion, permit additional reductions or changes in the Letter of Credit. CUSTOMER's failure to extend or replace the Letter of Credit shall constitute an Event of Default under this lease. Upon the occurrence of any Event of Default (as described in Article 13(A) hereof), PENSKE may draw funds under the Letter of Credit and apply such funds to any outstanding obligations of CUSTOMER hereunder (including, but not limited to, any outstanding and unpaid lease charges, any lease charges not yet due and payable, and CUSTOMER's obligation to purchase the Vehicles or make the alternative payment described in Article 14 hereof), in addition to PENSKE's right to exercise its other remedies hereunder. Upon the expiration of the term of this lease, if CUSTOMER has fully paid all sums due hereunder and performed all of its obligations hereunder, within fifteen (15) days after such expiration PENSKE shall return the Letter of Credit to CUSTOMER.

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between RVNB Holdings, Inc. and PENSKE TRUCK LEASING CO., L.P., effective on the 30<sup>th</sup> day of September, 2014.

Addition(s) \_\_\_\_\_ and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.  
(Initial)

Deletion(s) \_\_\_\_\_ and shall supersede Schedule "A"(s) Number \_\_\_\_\_ dated \_\_\_\_\_ attached hereto.  
(Initial)

RVNB Holdings, Inc.	Signature 	Title CFO	Date 10/3/14
PENSKE TRUCK LEASING CO., L.P.	Signature 	Title LISA M. PETTIT SENIOR CONTRACT ANALYST	Date 10/1/14



**Vehicle Lease Service Agreement  
Schedule "A"**

Schedule "A" No. Permanent  
Date of Preparation 3/6/18  
Page 1

Penske Location: ALL APPLICABLE City, State and Zip Code: ALL APPLICABLE

THIS AMENDMENT is made this    day of    to the Vehicle Lease Service Agreement dated as of March 11, 2013 (the "VLSA") between PENSKE TRUCK LEASING CO., L.P. ("Penske") and AMS Group Holdco, LLC. ("Customer").

Intending to be legally bound, the parties agree that the VLSA is amended as follows:

- 1. The following is added to Article 20 of the VLSA.

**"20. AFFILIATED COMPANY OBLIGATIONS.** As used in the VLSA, the term "Customer" shall mean and include, in addition to AMS Group Holdco, LLC. the below listed companies, all of which are affiliated companies of AMS Group Holdco, LLC. and each affiliated company has executed this Amendment below to acknowledge its agreement to be bound by and to perform all of the terms and conditions placed on Customer under the VLSA. AMS Group Holdco, LLC. and each affiliated customer listed below agrees to be responsible for and to satisfy all of the obligations of AMS Group Holdco, LLC. and each and all of the affiliated companies referenced in Article 20:

Federal ID # 82-3767583  
All My Sons of Houston South, LLC

By: [Signature]  
Name: Chris Generale  
Title: President

Federal ID # 82-3391039  
All My Sons of Greensboro, LLC

By: [Signature]  
Name: Chris Generale  
Title: President

Federal ID # 46-1801817  
All My Sons of New Jersey, LLC

By: [Signature]  
Name: Chris Generale  
Title: President

Federal ID # 82-3861131  
All My Sons of Loveland, LLC d/b/a  
All My Sons Moving & Storage

By: [Signature]  
Name: Chris Generale  
Title: President



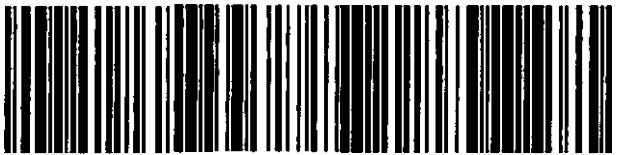
RECEIVED  
JUN - 5 2018  
A PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Schedule "A" annexed to and made a part of Vehicle Lease Service Agreement dated March 11, 2013 between AMS Group Holdco, LLC. and PENSKE TRUCK LEASING CO., L.P., effective on the 1st day of May, 2018.

Addition(s)    and shall be in addition to any Schedule "A" attached hereto and made a part of said Agreement hereto.  
(Initial)


Deletion(s)    and shall supercede Schedule "A"(s) Number    dated    attached hereto.  
(Initial)


AMS GROUP HOLDCO, LLC.	Signature <u>[Signature]</u>	Title <u>CFO</u>	Date <u>4/24/18</u>
PENSKE TRUCK LEASING CO., L.P.	Signature <u>[Signature]</u>	TORRISTA TREGO SR. CONTRACT ANALYST	Date <u>5/1/18</u>

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<b>E</b>	usps.com 9470 1036 9930 0037 7999 89 0254 0000 0061 7120 <b>\$25.40</b> US POSTAGE Padded FR Env
	
06/04/2018	Mailed from 75007 062S0000001307
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SYDNEE RHODES AMS BUSINESS DEVELOPMENT 2400 OLD MILL RD CARROLLTON TX 75007-5900	Scheduled Delivery Date: 06/05/18  <b>0007</b>  <div style="border: 1px solid black; padding: 2px; display: inline-block;">C000</div>
<b>WAIVER OF SIGNATURE</b>  <b>SCHEDULED DELIVERY 12:00 PM</b>	
<b>SHIP TO:</b> SECRETARY, PA PUBLIC UTILITY COMMISSION 400 NORTH ST FL 2 HARRISBURG PA 17120-0202	
<b>USPS TRACKING #</b>	
	
<b>9470 1036 9930 0037 7999 89</b>	

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PO ZIP Code 75007	<input checked="" type="checkbox"/> 1-Day <input type="checkbox"/> 2-Day	Flat Rate <input checked="" type="checkbox"/>	12:00 PM
Weight lbs ozs	Address to PO Box <input type="checkbox"/>	Postage \$25.40	Ins. Fee \$0.00
No Delivery <input type="checkbox"/>	Contents Value	COD Fee	Total Postage & Fees \$25.40
<input type="checkbox"/> Saturday <input checked="" type="checkbox"/> Sunday/ Holiday			



**9470 1036 9930 0037 7999 89**

Signature Service:

Ship Date: 06/04/2018  
 Scheduled Delivery Date: 06/05/2018

LABEL INFORMATION	
<b>FROM:</b> SYDNEE RHODES AMS BUSINESS DEVELOPMENT 2400 OLD MILL RD CARROLLTON TX 75007-5900	<b>TO:</b> SECRETARY, PA PUBLIC UTILITY COMMISSION 400 NORTH ST FL 2 HARRISBURG PA 17120-0202
<b>FOR PICKUP OR TRACKING GO TO USPS.COM</b>	
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