

R A T E L I N E R

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(June 21,2013)

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Exhibit 1

May 14, 2013

Laconia Best Warehousing and Distribution Corp.
76 Lexington Dr.
Laconia, NH 03246
(603) 524-4304

New Hampshire State Liquor Commission
PO Box 503
Concord, NH 03302-0503

Re: BID Proposal 2013-2019: Transportation Services for Statewide Distribution of Wine and Spirits and Related Products.

To whom it may Concern:

In connection with its submission in response to the Transportation RFP, LBWD, dba Rateliner ("vendor applicant") acknowledges as follows:

1. Applicant vendor agrees that it shall conform with all Federal and State laws regarding fair employment practice, the Patriot Act and nondiscrimination, as applicable;
2. Vendor agrees that it shall fully conform with all applicable laws and regulations including but not limited to those provided under all USDOT and NH-RSA's;
3. Vendor agrees that it shall not divulge or release any information provided to it by the New Hampshire State Liquor Commission.

Sincerely,



Laconia Best Warehousing and Distribution Corp.
Nancy Lamarche, Shareholder, Secretary & Treasurer



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

Filed Documents

Date: 6/19/2013 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
WTG-TTS, LLC	Legal
WTG-TTS, LLC	Home State

Limited Liability Company - Foreign - Information

Business ID: 682046
Status: Good Standing
Entity Creation Date: 11/14/2012
State of Business.: DE
Principal Office Address: 140 Epping Road
 Exeter NH 03833
Principal Mailing Address: No Address
Last Annual Report Filed Date: 5/15/2013
Last Annual Report Filed: 2013

Registered Agent

Agent Name: [Capitol Corporate Services, Inc.](#)
Office Address: 1 Old Loudon Road
 Concord NH 03301

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

Filed Documents

Date: 6/20/2013 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
ATLDIST, LLC	Legal
ATLDIST, LLC	Home State

Limited Liability Company - Foreign - Information

Business ID: 682055
Status: Good Standing
Entity Creation Date: 11/14/2012
State of Business.: DE
Principal Office Address: 140 Epping Road
 Exeter NH 03833
Principal Mailing Address: No Address
Last Annual Report Filed Date: 4/18/2013
Last Annual Report Filed: 2013

Registered Agent

Agent Name: Capitol Corporate Services, Inc.
Office Address: 1 Old Loudon Road
 Concord NH 03301

Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online

Date: 6/20/2013 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
ATLANTIC DISTRIBUTION SERVICES	Legal
Trade Name - Domestic - Information	
Business ID:	682056
Status:	Active
Entity Creation Date:	11/14/2012
Principal Office Address:	140 Epping Road Exeter NH 03833
Principal Mailing Address:	2595 Dallas Parkway Suite 300 Frisco TX 75034
[Name Not Available]	[Address Not Available]

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Exhibit 3

TRANSPORTATION AGREEMENT

THIS TRANSPORTATION AGREEMENT (this Agreement) dated as of June 1, 2012, is made by and between WTG LOGISTICS , 140 Epping Road, Exeter, NH 03833 (the service provider) and LACONIA-BEST WAREHOUSING and DISTRIBUTION CORP., 76 Lexington Drive, Laconia, NH 03246 (the contractor).

WTG Logistics is a transportation provider that is a duly registered carrier in interstate commerce with the FMCSA along with applicable state regulatory agencies/foreign commerce with the appropriate government agency with copies of all operating authorities attached. WTG Logistics shall at its expense operate its equipment, or that of a purchased carrier and their equipment ensure that at all times operate in a proper, lawful and safe manner at all times while in possession of customer's goods, and shall comply with all of the provisions of the Interstate Commerce Act, related laws, rules and regulations of the FMCSA to the extent they govern the motor carrier operations.

WTG Logistics agrees to provide transportation services as requested by Laconia-Best Warehousing and Distribution Corp and by virtue of this agreement and signature by both parties will formally acknowledge the following terms and conditions:

TERMS OF AGREEMENT

The terms of this agreement shall be for a period of five (5) years from the effective date and thereafter shall be renewed for consecutive terms of one (1) year, except that, notwithstanding such initial term either party reserves the right at any time following the initial term to terminate the Agreement for any or no reason upon at least thirty (30) days written notice, and that Laconia- Best Warehousing and Distribution Corp, will ensure that if such termination is instituted on their behalf will pay WTG Logistics all outstanding freight bills before the 29th day of the termination.

If either party violates any material provision of this Agreement, the other party shall have the right to immediately terminate the Agreement. If a petition in bankruptcy is filed by either party or either party becomes insolvent the other party may terminate this Agreement immediately.

RATES AND PAYMENT TERMS

Rates and Fuel Surcharges within this Agreement represent delivered cost to final destination as shown on warehouse-pickup-delivery Bills of Ladings and that mileages factored will be determined from the PC Miler Version 15. Mileage will be calculated based on zip code to zip code of the applicable origin(s) and destination(s).

Any change of rate or fuel surcharges must be in notification form issued by WTG Logistics to Laconia-Best Warehousing and Distribution Corp with at least 30 days prior notification.

Laconia-Best Warehousing and Distribution Corp agrees to keep WTG Logistics payment terms no longer than 30 days from the date of invoice and also agrees that disputed freight bills will be paid in whole with adjustments made through after payment audit.

ON TIME PICKUP AND DELIVERY

Pickup and deliveries will be from the shipping bill of lading, and delivery order issued by Laconia-Best Warehousing and Distribution Corp, and as such WTG Logistics will comply with any and all specific rules or regulations as required by origin regarding administration and safety. WTG Logistics is expected to call and schedule all pickup and delivery appointments.

EQUIPMENT

WTG Logistics will consistently ensure that quality conditioned 53' 102" dry van trailers or such equipment needed to ensure delivery quality with clean and without defects will be used for all services requested and that trailers will be free from waste, debris or odor either with WTG Logistics owned equipment, and brokered carrier equipment.

INDEMNIFICATION AND INSURANCE

During the term of this Agreement, WTG Logistics shall at all times procure and maintain, from reputable insurance carriers, and upon execution of this Agreement maintain, hold, and issue current insurance certifications while in possession of customers goods. Such insurance maintained by WTG Logistics and its carrier network shall be primary and non-contributory.

NOTICES

Any notice under this Agreement shall be given in writing and deemed to be given at this time

- (a) received personally, provided such delivery is confirmed by the courier or delivery service,
- (b) sent by expedited delivery service with proof of delivery, (c) mailed by registered or certified mail, return receipt requested, to the addresses set forth below:

WTG LOGISTICS
140 Epping Road
Exeter, NH 03833

LACONIA-BEST WAREHOUSING & DISTRIBUTION CORP 76
Lexington Drive Laconia NH 03246
ATTN: N. LAMARCHE

GOVERNING LAW

THIS Agreement shall be governed by and interpreted in accordance with the laws of the State of New Hampshire without regard to the conflict of law provisions of such state.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior correspondence and contemporaneous, written or oral, agreements, representations and understandings of the parties. The parties acknowledge and agree that there are no other representations, agreements and understanding pertaining to the subject matter herein that the parties have relied on in entering into this Agreement other than those stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative(s) on the day first written above.

**WTG Logistics 140
Epping Road Exeter,
NH 03833**

**Laconia-Best Warehousing and Distribution 76 Lexington Drive Laconia,
NH 03246**

**Corporate Address:
6 Ponds View Lane
Laconia, NH 03246**

**WTG
Jerry Gordon, Senior VP**

**Nancy Lamarche, Treasurer,
General Manager**



INDEPENDENT COMMISSION SALES AGREEMENT

This Agreement is made effective May 22, 2012 the “Effective Date”) by and between the **Walsh Transportation Group, Inc., (WTG)** a New Hampshire corporation with a principal place of business at 140 Epping Road, Exeter, NH 03833 (“WTG”) and, Laconia-Best Warehousing & Distribution (LBWD). Laconia, NH.

Background

WTG provides logistical, freight forwarding and intermodal transportation services (the “Services”) throughout the United States.

The Commission Sales Representative is an independent sales representative with experience in the sale and marketing of logistical, freight forwarding and intermodal transportation services for a variety of transportation clients.

WTG desires to engage the Commission Sales Representative to handle generate sales of the Services, primarily to new customers in the United States.

Terms and Conditions

In consideration of the mutual promises set forth in this Agreement, WTG and the Sales Agent hereby agree as follows:

1. Responsibilities of Commissioned Sales Representative

1.1 The Commission Sales Representative shall market and sell WTG’s Services primarily to new customers. The Commission Sales Representative and its employees or agents shall offer the Services upon such prices, terms and conditions as shall be authorized by WTG in writing. All price quotations must be approved by WTG in writing before they are binding upon WTG.

1.2 The Commission Sales Representative is an independent contractor and is not an employee, partner or joint venture of WTG. No employee or agent of Sales Agent shall hold him or herself out to the public as an employee of WTG.

2. Insurance and Indemnification

The Commission Sales Representative shall indemnify, hold harmless and defend WTG from and against any and all claims made against WTG based upon, arising out of, or in any way related to (a) Commission Sales Representative conduct of its business, (b) any claim that any employee or agent of Commission Sales Representative is an employee of WTG, (c) Commission

Sales Representative ownership or possession of property, (d) any negligence, misfeasance or nonfeasance by Commission Sales Representative or any of its employees, contractors, or agents, and (e) any and all fees, costs and expenses incurred by or on behalf of WTG in the investigation of or defense against any and all of the foregoing claims. However, upon Commission Sales Representatives notice to WTG that Commission Sales Representative has assumed the defense of any legal action or proceeding, the Commission Sales Representative shall not be liable to WTG for any legal or other expense subsequently incurred by Company in connection with the defense thereof. WTG shall provide the Commission Sales Representative with prompt written notice upon receipt of any such claim and WTG shall not settle any such claim with the Commission Sales Representatives prior knowledge and consent.

3. **Business of Commission Sales Representative.** The Commission Sales Representative may engage in any business that it may determine and the Commission Sales Representative is not required to devote all of its energies exclusively for the benefit of WTG.

4. **Advertisement of Commission Sales Representative.** The Commission Sales Representative is free to advertise its own services without restriction. However, the Commission Sales Representative shall not use the name “WTG” or “Walsh Transportation Group” or any variation thereof for advertising or publicity purposes, except in connection with the sale of the Services.

5. **Compensation. The Commission Sales Representatives compensation as outlined in Para 17.** Upon termination of this Agreement, the Commission Sales Representative shall receive commissions only on those orders already accepted by WTG prior to the effective date of termination. Commissions will be paid at the discretion of WTG and at the request of the Commission Sales Representative, weekly, bi-monthly, or monthly.

6. **Restrictions.**

6.1 Pursuant to this Agreement, the Commission Sales Representative and its employees and agents shall necessarily acquire, make use of and add to confidential information of a special and unique nature and value relating to WTG’s transportation business, including, but not limited to information regarding WTG’s customer list, systems, procedures, manuals, reports, prices of services, mark-up, margins, and certain trade secrets. The Commission Sales Representative acknowledges and agrees that the Confidential Information would be very beneficial to WTG’s competitors in all aspects of the transportation field and that a breach of confidentiality would materially damage WTG’s business in a manner that would be difficult or impossible to calculate.

6.2 The Commission Sales Representative shall not, at any time during or following termination of this Agreement, directly or indirectly divulge or disclose to any person not employed by WTG, for any purpose whatsoever, any Confidential Information which it has obtained or which has been disclosed to it during the course of this Agreement. Upon termination of this Agreement, Commission Sales Representative shall, within twenty-four

hours, return to WTG all Confidential Information, including all original documents and all copies thereof.

6.3 The Commission Sales Representative acknowledges and agrees that the marketing and sales services which it renders to WTG hereunder and the relationships it fosters on behalf of WTG are of a special and unique value, the loss of which cannot adequately be compensated by damages in an action at law. Therefore, in view of the unique value of Sales Agent's services to WTG and in consideration of the Confidential Information that has been disclosed to it, Commission Sales Representative agrees that it shall not, during the term of this agreement and for a period of one (1) year following its termination.

6.3.1 Directly or indirectly solicit from, or attempt to convert to other transportation suppliers customers now using the services of WTG or;

6.3.2 Directly or indirectly employ or solicit for employment or engage or solicit to engage as an independent contractor or agent or otherwise any WTG employee.

6.4 In the event that the Commission Sales Representative breaches or threatens to breach any of the foregoing covenants, WTG, in addition to and not in limitation of any other rights or remedies available at law or in equity, shall be entitled to preliminary and permanent injunctive relief in order to prevent or restrain any such breach.

6.5 The Commission Sales Representative shall require all employees or agents who are assigned by Commission Sales Representative to carry out Commission Sales Representatives obligations under this Agreement to execute this Agreement as an acknowledgment that such persons are personally bound by the restrictive covenants set forth in this Section 6.

7. **Term and Termination.** This Agreement shall commence on the Effective Date and continue until it is terminated as provided herein. This Agreement shall thereafter renew automatically for additional one-year terms until it is terminated as provided herein. This Agreement may be terminated by either party upon two (2) weeks written notice, sent by certified mail, return receipt requested to the appropriate address set forth in the preamble to this Agreement or to such other address as shall be provided in writing during the term of this Agreement.

8. **Attorneys' Fees.** In the event either party shall commence legal action to enforce any of the provisions hereof, the non-prevailing party shall pay the prevailing party's costs, including attorneys' fees, incurred in the enforcement of this Agreement.

9. **Governing Law.** This Agreement shall be governed by the law of the State of New Hampshire and any dispute hereunder shall be litigated exclusively in a court of competent jurisdiction within the State of New Hampshire and the parties hereto expressly consent to the personal jurisdiction of said courts.

10. **Prohibition against Assignment.** The Commission Sales Representative shall not assign this agreement without the express written consent of WTG.

11. **Modification and Waiver.** No waiver or modification of this Agreement shall be valid unless it is in writing and executed by the Commission Sales Representative and WTG.

12. **Complete Understanding of the Parties.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements pertaining to the subject matter hereof, whether oral or in writing

13. **Revenue Deficit Collection**

It is understood that should a situation arise where a dispatched load may cause a revenue deficit as direct result of negligence, error or omissions of non payment of a freight bill to WTG then that financial loss shall be deducted from the commissions due the Sales Commission Representative and if there are no commissions due to the representative, such financial loss shall be payable immediately by the Sales Commission Representative to the company.

14.

It is the responsibility of the Sales Commission Representative to ensure that the company receives a completed credit application and that the company has sufficient time to determine the applicant customer's credit worthiness and to set up the account on the company books prior to moving the first load for the customer.

15. The Commission Sales Representative shall assist the company in the collection of all past due invoices ("past due" as defined by terms agreed upon per the customers)

16. Commission Sales Representative also agrees:

- (a) Is an independent contractor and not eligible for company benefits
- (b) Account Clearance and credit approval for all new customers
- (c) Not authorized to extend credit or make commitments for the company.

17. **Compensation will be given to Laconia-Best Warehousing & Distribution (LBWD) for any transportation, handling, transload, Domestic, Drayage, International shipment from EFI VUTEK Corporation, Meredith or Laconia, NH. As follows:
\$50.00 per Domestic- International Move.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the first date set forth above

WTG

Jerry Gordon

Jerry Gordon
Senior Vice President

LBWD

Nancy Lamarche
General Manager

BROKER-BROKER CONTRACT

This AGREEMENT, made the 30th day of May 2012 by and between The Walsh Transportation Group (WTG) Inc, a New Hampshire Corporation, (hereinafter referred to as ("WTG") and St. Johnsbury Trucking Company, Inc, 328 Daniel Webster Highway, Meredith, NH 03253 (hereinafter referred to as (SJT)).

NON-EXCLUSIVE 5/30/12

WHEREAS, WTG is a registered broker of property operating pursuant to MC#335376B and SJT is a registered broker of property operating pursuant to MC#369956 and both parties desire to enter into a brokerage agreement to arrange for the transportation of each other's customers products in interstate, intrastate and foreign commerce and;

NOW, THEREFORE, WTG and SJT mutually agree as follows:

1. WTG and SJT agree and warrant that in the selection of carriers to transport goods pursuant to this agreement both will observe and enforce the following procedures:
 - a. All carriers shall have registered with the federal and state regulatory agencies as required by applicable federal or state law, and such authority shall cover the commodities and geographical scope of all transportation provided under this agreement, WTG and SJT shall obtain and make available to both parties upon request, copies of the carriers registrations.
 - b. If the traffic governed by this agreement is to be moved under and individual contract, WTG and SJT shall enter into a written transportation contract with the carrier and furnish a copy to each prior to movement, upon requests.
 - c. If the traffic is to be moved by a carrier under its common carrier registration, WTG and SJT shall obtain written confirmation of all rates agreed to by the carrier. Any rate confirmation shall also expressly identify and set forth any and all terms and conditions, rules, classifications, accessorial charges, restrictions, limitations of liability, etc. which are applicable to the movement. No such provisions shall be binding on each other's customers without prior written consent.
 - d. All carriers shall carry public liability, property damage and cargo liability insurance in such minimum amounts as may be required by law, provided however, that such carriers shall maintain "all risk" cargo insurance covering the cargo in the minimum amount of \$100,000 dollars per vehicle. WTG and SJT shall obtain and make available to each other upon request, copies of the carriers certificates of insurance showing type and amount of coverage, and any deductibles or exclusion.
 - e. All carriers shall be required to assume the same liability as common/contract carriers for full action loss, subject to the provisions of 49 U.S.C. 14706, ("Carmack Amendment") and the claim regulations in 49 C.F.R. Part 370 for any loss, damage or delay to customers goods while in their possession. WTG and SJT shall not agree to any limitation of liability for loss, damage or delay without the advance written authorization from each.
 - f. WTG and SJT shall hold each other harmless and indemnify each other's customers for any loss, damage, claims, demands, or suits caused by or resulting from WTG and SJT failure to observe and/or enforce the duties and responsibilities set forth in this paragraph. WTG and SJT shall be liable to each other's customers for claims for loss and damage for goods moving pursuant to this agreement as it a common carrier.

2. Effective Date and Term:

This Agreement shall be effective on the date first written above and shall continue for a period of one year from the effective date or until cancelled by either party upon thirty (30) days written notice to the other party. After a period of one year past the effective date, the Agreement shall be extended for an additional year unless terminated by either party upon thirty (30) days prior written notice to the other party.

3. Rates and Terms of Services:

Such transportation will be arranged by WTG and SJT, and pay each other as the carrier's agent, for such transportation according the rates, charges, and terms of service, including rules and regulations, as agreed upon by WTG and SJT. All modifications to the rates, charges, rules and regulations, shall be confirmed in writing by the parties before shipment within a reasonable time.

4. Agency:

In arranging such transportation for each other's customers, WTG and SJT shall act as the agent. The carriers selected by WTG and SJT to perform the transportation, solely for the collection of freight charges. It is understood and agreed that WTG and SJT are not carriers and that neither shall be held liable for loss damage or delay in the transportation of the customer property unless caused by its negligent acts or omissions or breach of its duties as brokers.

5. Indemnification:

Payment of all charges by the customer to WTG and SJT shall be deemed payment to the carrier and upon payment to WTG by SJT of all applicable freight charges.

6. Notification of accidents or delay:

WTG and SJT agree to notify each other immediately of any accidents or other events which prevents the carrier from making a timely or safe pickup or delivery. WTG and SJT agree to assist in the processing of claims against carriers and others.

7. Assignment:

Neither party may assign its rights under this Agreement without the non-assigning parties written approvals.

8. Confidentiality:

Except as required by law, the parties hereto agree not to disclose information regarding traffic transported pursuant to this agreement of any person or entity not named in the transportation documents.

9. Records:

WTG and SJT agree to maintain its records of transportation performed pursuant to this Agreement, and to preserve this Agreement for a period of 42 months following the last shipment transported by each other.

10. Solicitation of Customers:

WTG and SJT including its agents and employees, shall not solicit traffic from any shipper, consignee or customer of each other where (1) the availability of such traffic, first became known to WTG and SJT as a result of each other's efforts, or (2) where the traffic of the shipper, consignee or customers of each other was first tendered;. If WTG and SJT breach the Agreement and "back-solicits" each other's customers and obtains traffic from such customers, the injured party shall be entitled, for a period of 18 months after the involved traffic first began to move, to a commission from the party causing the injury in the amount of 25% of the transportation revenue needed from each traffic

11. Notices:

All notices under this Agreement shall be in writing and shall be properly given and deliver in person, or sent by nationally recognized overnight courier or first class mail addressed as provided for from time to time by the parties hereto:

**The Walsh Transportation Group, Inc.
140 Epping Road
Exeter, NH 03833**

**St. Johnsbury Trucking Co, Inc.
328 Daniel Webster Highway
Meredith, NH 03253**

12. Applicable Law:

To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, the laws of New Hampshire shall govern the validity, construction and performance of the Agreement and all controversies and claims arising hereunder.

13. Arbitration:

Any controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association and Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Arbitration proceedings shall be held in Exeter, New Hampshire to recover past due transportation charges.

IN WITNESS WHEREOF, WTG AND SJT have caused this Agreement to be executed by their duly authorized representatives and effective as of the date first written above.

The Walsh Transportation Group
By: Jerry Gordon

Title: Senior Vice President

ST. Johnsbury Trucking Company
By: Nick Castel

Title: President

EXHIBIT 4.

RATELINER Income Statement For the Five Months Ending May 31, 2013

	Current Month		Year to Date	
Revenues				
Sales - Warehouse fees	\$ 43,226.50	30.29	\$ 162,754.75	29.88
Sales - Freight St. J/ EFI	65,689.19	46.03	297,872.98	54.69
Sales - Non-EFI freight	11,304.11	7.92	21,050.70	3.87
Rigger sales	22,478.75	15.75	62,956.63	11.56
	142,698.55	100.00	544,635.06	100.00
Cost of Sales				
MC Freight Charges	5,343.48	3.74	22,257.15	4.09
Purchased Transportation	42,406.24	29.72	148,931.35	27.35
Riggers	18,067.50	12.66	52,034.50	9.55
Payroll - Drivers & whse	13,212.50	9.26	49,103.73	9.02
Labor - Warehouse only	2,854.32	2.00	20,881.70	3.83
Freight Broker fee	2,204.19	1.54	8,252.45	1.52
Fuel	10,277.77	7.20	45,209.41	8.30
Tolls	240.00	0.17	1,217.75	0.22
Supplies	21.74	0.02	3,277.53	0.60
Equipment rental	6,294.74	4.41	33,668.27	6.18
	100,922.48	70.72	384,833.84	70.66
Gross Profit	41,776.07	29.28	159,801.22	29.34
Expenses				
Casual labor	0.00	0.00	531.00	0.10
Small tools and equipment	0.00	0.00	80.00	0.01
Vehicle expense	0.00	0.00	280.42	0.05
Wages Expense	1,775.00	1.24	1,775.00	0.33
Workers comp insurance	0.00	0.00	3,849.85	0.71
Payroll Tax Expense	1,771.81	1.24	6,533.82	1.20
Warehouse Lease Expense	10,600.00	7.43	49,400.00	9.07
Warehouse outsource	1,276.90	0.89	1,276.90	0.23
Maintenance & Repairs Expense	0.00	0.00	1,985.16	0.36
Utilities Expense	1,495.94	1.05	8,311.46	1.53
Office Supplies Expense	329.98	0.23	3,410.90	0.63
Professional fees	0.00	0.00	1,217.03	0.22
Safety and regulatory costs	103.00	0.07	103.00	0.02
Advertising Expense	0.00	0.00	216.56	0.04
Admin expense	3,750.00	2.63	16,500.00	3.03
Registration and fees	350.00	0.25	350.00	0.06
Interest expense	2,335.05	1.64	2,335.05	0.43
Insurance Expense	5,116.61	3.59	11,812.26	2.17
Meals & Entertainment (50%)	0.00	0.00	98.43	0.02
Measl for employees OT 100%	0.00	0.00	53.38	0.01
	28,904.29	20.26	110,120.22	20.22
Net Income	\$ 12,871.78	9.02	\$ 49,681.00	9.12

LBWD/RATELINER
Balance Sheet
May 31, 2013

ASSETS

Current Assets		
Checking Account - Provident	\$	32,114.47
Accounts Receivable		71,791.95
AR - St Johnsbury EFI		144,098.98
AR - St Johnsbury - non-EFI		12,474.70
Prepaid Expenses		4,935.08
LBWD VISA Credit card		(947.04)
Due to/from St. Johnsbury		48,620.23
		<hr/>
Total Current Assets		313,088.37
Property and Equipment		
Property and Equipment		115,273.00
		<hr/>
Total Property and Equipment		115,273.00
Other Assets		
		<hr/>
Total Other Assets		0.00
		<hr/>
Total Assets	\$	<u>428,361.37</u>

LIABILITIES AND CAPITAL

Current Liabilities		
Accounts Payable	\$	134,351.10
Advance monthly charge billing		38,526.00
Federal Payroll Taxes Payable		2,171.34
Shareholder advance		75,485.68
		<hr/>
Total Current Liabilities		250,534.12
Long-Term Liabilities		
Long Term Debt		103,994.92
		<hr/>
Total Long-Term Liabilities		103,994.92
		<hr/>
Total Liabilities		354,529.04
Capital		
Retained Earnings		24,151.33
Net Income		49,681.00
		<hr/>
Total Capital		73,832.33
		<hr/>
Total Liabilities & Capital	\$	<u>428,361.37</u>

EXHIBITS

Nick Castel

From: Paul Ribeiro <Paul.Ribeiro@efi.com>
Sent: Thursday, June 20, 2013 2:12 PM
To: sales.rateliner@gmail.com
Cc: Paul Ribeiro
Subject: FW: SJON inventory average value

Nancy,

Here is the information requested for your Laconia Best Warehouse, please let me know if further information is needed.

US locations	Average	Max	Min
Laconia NH	\$ 8,604,991.12	\$ 10,849,272.50	\$ 7,870,174

Thank you,
Paul

Paul R. Ribeiro
Sr. Manager, Manufacturing Operations



One VUTEk Place
Meredith, NH 03253 USA
Email: Paul.Ribeiro@efi.com
Tel: 603-677-3034
Cell: 603-892-1591
Conf: 603-677-3029

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Exhibit 6

LBWD (Rateliner) Internal Document

ASSUMPTION OF FRAMEWORK FOR PRICING (Work in Progress Document as of 5/1/13)

FIRST ASSUMPTION: Determination of one stopper-single store deliveries/FTLs, a/k/a “*solids*.” confirmation of min. “TT” requirements

- I. The primary determinant to this delivery model is the separation of ST/tandem axle equipment from single consignee FTL deliveries (“*solids*”) traditionally following tractor-trailer delivery equipment. The RFP shipping information, while generally conclusive, does not identify exactly how many cases per volume store/single consignee are on board. This model effectively closes the gap on the speculation, and still forms around marginal utilization of equipment, specifically tandem-axle specialized equipment. That is, together with the applicant’s unique but tested equipment construct, this work-in-progress document does not harbor on speculation surrounding solids, but comes to be based on a number of other contributing variables which taken together identify the affirmed number of W&S cases to be delivered under contract. It is therefore the case count that drives the NHSLC delivery model and corresponding price points. Because the proposal centers around *tandems*, and because same equipment more often than not can effectuate the same, or nearly the same amount of average FTL cargo capacity (33K#) as the traditional TT equipment combination methodology - the proposal’s orchestrator has effectively divided the end delivery (purely “*solids*”) stores between its JV partner, WTG”, and Rateliner: 10% (minimal) *solids* WTG; to 90% *solids* Rateliner; deferring to WTG whenever solids exceed 16 pallets or 33k# per single order. The equipment allocation plan therefore rests on the JV partner (WTG) performing the following minimum numbers of FTL *solid* (single store deliveries) via TT means and ways:

Store #	Location	# of dels per week via WTG	Annual number of dels via WTG
38	Portsmouth Circle	2 trip per day x 5 days per week = 10	312
38	Portsmouth Circle	1 Sat/week = 1	52
73	Hampton	2 trip per day x 5 days per week = 10	312
73	Hampton	1 Sat/wk = 1	52
76	Hampton	2 trip per day x 5 days per week = 10	312
76	Hampton	1 Sat /Week = 1	52
Lesser Volume Stores			
25	Stratham	1 trip per day x 3 days per week = 3	156
41	Seabrook/Rt 1	1 trip per day x 3 days per week = 3	156
68	No. Hampton Village	1 trip per day x 2 days per week = 2	104
		Weekly FTL total	41
		Minimum Annual FTL(single consignee) total via WTG	2,132

III. Importantly, it is WTG of Exeter, NH that not only performs the heavy lifting “TT” work, it does so with an equipment reserve over and above the current contract providers. In retrospect, it should be pointed out that in each store delivery sequence set forth above, applicant enjoys the strategic advantage of assigning WTG with as many day-to-day “TT” deliveries as the market demands. By way of illustration, if any given day’s delivery schedule falls on:

- a) “drop-trailer” deliveries, and/or

- b) a second delivery on same day,

WTG has the Exeter based equipment capacity in reserve to act on all of the aforementioned stores to essentially perform double the daily delivery schedule, including up to double the (5) store/day delivery schedule already stated for WTG; or a minimum of 1,352 FTLs x estimated 900 cases per load, or the bare bones minimum of 1,216,800 cs per year via WTG FTL delivery, leaving 1818 stop off (multiple stop dels) and combined lesser numbers of FTL loads (limited to 16 pallet or 34K# and under one stopper FTL's) via Rateliner - a not greater delivery than 2,386,800 cs per annum via the tandem axle ST or other Rateliner means and ways.

IV. The proposed fee to the JV partner falls on \$0.50/case *all in*, subject to an 900 cs minimum per load: 2,132 FTLs @ \$450/ld *all in* = \$959,400 in FTL delivery revenue before other fee services as recited below. **NOTE:** The \$450 *all in*/FTL minimum charge is also predicated on "2" FTL turns per day per singular power unit/driver.

V. Other WTG fees

a.) Management incl. power unit software fee	\$ 250,000
b.) Bow to Concord shuttles 6/day @ \$150/shuttle	\$ 234,000
c.) 450 FTLs Nashua to Bow/\$350/FTL	\$ 157,500
Minimum annual WTG fees	\$1,600,900

SECOND ASSUMPTION: Tandem axle ST "stop off" equipment model via the lower volume del partner; Rateliner:

- a) At issue, if the assumption is made, again, that each WTG FTL delivered 900 cases and the remaining total "stop off" loads via Rateliner of 800 cs vehicle delivery equals 2,386,800 cs; 17,684 orders less 1,352 FTL orders via WTG realizes Rateliner orders of 16,332 - translating to an initial avg cs delivery "a high" of 146 cs per store.
- b) Assuming that Rateliner will be charged with performing an equal number of FTL ("solids") deliveries not to exceed 800 cs per load (16 pallets x 50 cs 1 plt), after a minimum of 1,352 solids per annum via WTG, vis: 1,081M cs by way of "one stoppers", the balance of purely stop off deliveries are now placed at 1.305M cs ÷ a remainder of 14,980 orders, to wit, the ST model is left with delivering as little as 88 cs per stop-off store/del order (8 STR dels of 2 pallets each); assuming one order per store del:
 - 1. One order per store del, or
 - 2. Up to 176 cs/ per store delivery.
- c) If each tandem axle truck holds capacity to perform eight (8) State store "stop offs" (88 cs per store) or 800 cs,50 cs per pallet (800 cs x 32.55# = minimum cargo placed at just 26K#).

II. NHSLC Store delivery revenue comingled with licensee delivery model:

- 1. While Rateliner will hold a limited amount of reserve tandem-axle equipment capacity in support and backup to the JV partner's charge to perform not less than 1,352 FTL and not greater than 2,132 deliveries, the primary charge for Rateliner centers around performing daily aggregate total delivery service equal to A.) an estimated delivery capacity for 5 "solids" per day, and b.) as many as 58 stop offs (between 29 and 58 stop off store dels) of 88 cases per store per day, vis: Rateliner must deliver 4000 cases/day of single store solid loads and up to 58 stores per day via stop-offs equal to 5104 cs/day for a total delivery schedule of 9104 cs per day.

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- 2. On the affirmed schedule of performing the afore mentioned five (5) solid State store deliveries/day plus the proprietary "stop off" delivery model, 9104 cs dels per day could be performed by way of eight (8) *tandems*/day acting on 1.5 truck/turns per day: each of 8 trucks can deliver a minimum of 1200 cs/day, or daily delivery

capability of 9600 cs; plus two (2) tandems in reserve for “on call” volume runs and Bow warehousing direct loading and such.

3. The practical effect of the afore described *tandem “stop off”* delivery model is that the further out the state “zone” delivery – the corresponding runs/trips generally form less around an otherwise established five (5) truck delivery system (5 trucks x 1200 cs/1.5 trips per trk/day = a 6600 cs/day *stop-off* delivery system). **Note:** a “5” truck day equipment allocation applies only to longer runs (Keene, Upper Valley, Coos County, Belknap County, and the Seacoast) an average of 7 trucks per day (5 x 1.5 = a 7.5 truck delivery capacity of up to 6600 cs/day. Alternatively, the maximum revenue per tandem truck frames around a State store daily delivery per vehicle equal to 528 cs (88 cs x 6 stores) comingled with as many as another 425 cs of licensee deliveries, or 953 cs per truck x 32.5#/cs = 30,972#. That is, Rateliner holds the ability to perform all “longer run” zone dels on 8 co-mingled vehicles/day x 1.5 truck turns, that is, together with licensee dels. Therefore leaving licensee cargo capacity of greater than the otherwise state store delivery criteria of 50 cs/per 16sf floor plan criteria otherwise required for pure State store del truck runs.
4. 6 State store deliveries (528 cs) via “8” trucks allows for the greater reserve revenue floor plan: bolstered in the form of an expanded number of licensee deliveries onboard. That is, the tandem-axle model has the cargo capacity to deliver 400 licensee cs more than the pure 8 State store delivery model by way of the 6 State store model plus the corresponding licensee floor plan. While bottom line revenue under the latter comingled operating model does not allow for 1.5 turns per truck/day, it does otherwise generate \$658 delivery (1-way) revenue per truck per day in terms of the shorter mileage factor: emphasis on lower volume del stores (lower mileage) nearer delivery zone store destinations such as I-93 and Rte 3/Everett Tpke.
5. To be clear, the above described tandem-axle delivery model does not operate on the NHSLC recommendations framed around double the amount of store delivery equipment because 75% of all *pre-loading* will be performed by WTG conventional TT means and wisdom, via 53’ trailers.

EXHIBIT WTG I
Potential Volume Store Dels.

Store #	Location	Total del frequency	Min. annual dels
1	Concord	5 days/2 whse as 1	260
15	Keene	4 days/2 whse as 1	208
34	Salem	6 days/2 whse as 1	312
*38	Portsmouth	6 days/2 whse as 1	312
*66	Hooksett	6 days/2 whse as 1	312
*67	Hooksett	6 days/2 whse as 1	312
69	Nashua	4 days/2 whse as 1	208
*73	Hampton	6 days/2 whse as 1	312
*76	Hampton	6 days/2 whse as 1	312
		Subtotal	2,548

Lesser Volume Stores

Store #	Location	Total del frequency	Min. annual dels
25	Stratham	3 days/2 whse as 1	156
41	Seabrook Rt 1	3 days/2 whse as 1	156
74	Londonderry	2.5 days/2 whse as 1	130
78	Hampstead	2.5 days/2 whse as 1	130
12	Center Harbor	2.5 days/2 whse as 1	130
32	Nashua – W	2.5 days/2 whse as 1	130
33	Manchester – N	2.5 days/2 whse as 1	130
68	No Hampton Village	2.5 days/2 whse as 1	130
		Subtotal	1,092

Total	3,640
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Note: There are only 3,170 total, including “stop-off” loads, shipped per year, giving rise to speculation as to the case count per FTL/single STR consignee delivery order.

Exhibit 7.



LEASING, INC.

601 OLD RIVER ROAD - WHITE RIVER JUNCTION, VERMONT 05001
156 AVENUE B, UNIT 2 - WILLISTON, VERMONT 05495
132 RANDBURY ROAD - RUTLAND, VERMONT 05701

802/291-9090
802/658-0021
802/773-5768



May 9, 2013



Ms. Nancy Lamarche-Coo
76 Lexington Drive
Laconia, NH 03246

Dear Nancy,

It is our intent that Laconia Best Warehousing and Distribution Corp. of 6 Pond View Lane, Laconia, NH 03246 is tendering for the provisions of the New Hampshire State Liquor Commission under an invitation to bid the 5-year transportation contract. It is RSD Leasings position to offer you 10 three-axle 28-foot straight trucks; this is considered a full maintenance lease. When you receive a contract signed by the State of New Hampshire, these vehicles will be ordered and ready for operation when the contract starts.

Sincerely,

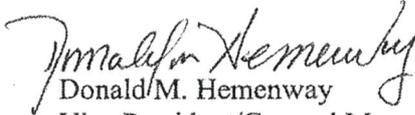

Donald M. Hemenway
Vice President/General Manager
RSD Companies

Exhibit 8

4/30/2013

TANDEM – AXLE MODEL: CPM

Based on Laconia and/or Concord cross dock, (transloading) axle model facilities/terminals): mileage estimate is for 260 days @ 375 miles per day per *tandem axle* truck.

PROJECTED WEEKLY FIXED COSTS: LEASED EQUIPMENT

Base truck lease(2172/mo avg)	\$	543	
Mileage charge (.775/mile)	\$	145	
Insurance	\$	18	
PeopleSmart, or equivalent	\$	20	
Tolls	\$	<u>42</u>	
	\$	768 /week	\$ <u>0.409</u> cpm

Variable costs based on mileage fuel

Cost based on 6.50 mpg @ \$3.90/gal diesel fuel	\$	0.600	cpm
Truck maintenance/Full maintenance lease	\$	<u>0.065</u>	cpm
	\$	0.665	cpm
Administrative cost	\$	<u>0.100</u>	cpm
Total	\$	0.765	cpm

Labor			
Avg hourly cost for driver/avg straight time/OT incl @ \$24.50/hr	\$	<u>0.551</u>	cpm

 See note 1 & 2

Total cpm based on 1875 miles per week/truck	\$	<u>1.725</u>	cpm
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Note 1. Plus \$55/wk per driver for payroll processing and record keeping, costs of annual DOT physical, drug testing, driving record check, etc.

Note 2. Includes FICA, SUTA, FUTA and worker's comp.