CARRIER WELCOME PACKET

We would like to thank you for expressing your interest in partnering with Logistics. At Logistic, we understand that finding competent assistance to secure freight for transportation is a crucial aspect of your daily business operations. We are enthusiastic about demonstrating the benefits we can provide and are confident that working with us will be fruitful, enjoyable, and worthwhile for you.

To make the process of adding your company to our database more efficiently, we have prepared a packet that contains detailed instructions on the specific information that we require from you. Kindly refer to the information below for a list of documents that need to be completed and /or submitted.

Required signed documents back from your side :

1. **Signed Logistics BROKER – CARRIER CONTRACT (page 11, 20)**
2. **Completed CARRIER profile sheet (page 3, 4)**
3. **Current Cargo & Liability Insurance Certificates, listing Logistics as a Certificate Holder (page 5)**
4. **Motor Carrier Authority**
5. **Motor Carrier satisfactory safety rating / New entrant safety audit report (unrated CARRIERS)**
6. **Workmen Compensation Form (page 6)**
7. **Completed W-9**
8. **CARB / TRU Compliance Disclaimer (page 7)**

Required payment documents :

1. **Invoice**
2. **Load Number**
3. **Bill of Lading (All bills including multiple pickup and deliveries)**
4. **Supporting Documents (lumper receipts, detention documents , etc.)**

For your Records :

1. **Certificate of Brokerage Authority (page 8)**
2. **Broker's BMC 84 BOND Agreement (page 9-10)**

CARRIER PROFILE

Dear Partner,

In order to ensure that we have all the necessary information pertaining to your company, please fill out this form and submit the requested documents. It is important that all the documents provided are easily readable,

SO PLEASE PRINT THEM CLEARLY.

CARRIER Profile

Business Name :_____DBA : _____

Address :_____

City / State (Prov) / Zip (Postal) :_____

Tel : _____Fax :_____ Email : _____

Business Structure : Corporation _____Partnership _____Sole Prop _____LLC _____

Principal Officers

1. Name :_____Title:_____
2. Name :_____Title:_____

Dispatch

Dispatch Contact : _____

Tel : _____Fax :_____ Email : _____

After hours Dispatch Contact : _____

Tel : _____Fax :_____ Email : _____

Authority

MC # :_____ **USDOT # :**_____

SCAC : _____ **Federal # :**_____

Equipment List

Trucks :_____Vans :_____Reefers :_____Flats :_____SD :_____DD / RGN_____

Vans 48 X 102 :_____Vans 53 X 102 :_____Reefers 48 X 102 :_____Reefers 53 X 102 :_____

Are all reefers compliant with the California Air Resources Board TRU regulations? Yes :_____ No :_____

Drop Trailer Capacity, Yes :_____ No :_____

Freight Lanes Most Desired

City / State (Origin)	**City / State (Origin)**	**Rate / Mile**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Factoring

Do you Factor your receivables through a 3rd PARTY factoring company? Yes :_____No :_____

Company Name :_____ Contact : _____

Address :_____

City / State (Prov) / Zip (Postal) :_____

Tel : _____Fax :_____ Email : _____

Date : _____ / _____ / _____

CERTIFICATE OF INSURANCE

Dear Carrier,

Please note that we will be requesting to be listed as a Certificate Holder on your insurance so that we can properly monitor any changes to your insurance policy.

Please forward this request to your insurance company.

Your Insurance Company: _____ Fax #: _____

Insured Name: _____

Date : _____ / _____ / _____

Please list the following as an Insurance Certificate Holder for the above insured.

WORKMEN'S COMPENSATION

WORKMEN'S COMPENSATION CERTIFICATE OF ELECTION

ATTENTION: MOTOR CARRIER COMPLIANCE

This is to certify that the firm named below has elected to not cover its owners, partners or officers under the workers' compensation laws of the United States. The firm named below certifies that it has no employees. The firm named below certifies that it uses independent contractors. Based upon the election not to cover owners, partners or officers, the fact there are no other employees and that no independent contractors are used, a workers' compensation policy is not purchased.

CONTRACT

The firm named below promises, in consideration for work received from Client, that if the owners, partners or officers choose to change their election, if any employee is hired or if any independent contractor is used, then a certificate of insurance evidencing workers' compensation coverage will be furnished prior to the commencement of any work.

CARRIER : _____ MC#: _____

Printed Name :_____Signature:_____

Date : _____ / _____ / _____

CARB / TRU COMPLIANCE DISCLAIMER

During the CONTRACT period between CARRIER and BROKER the CARRIER must perform updated truck inspections and maintenance on the refrigerated vehicle. The CARRIER must retain all paperwork that is obtained during the inspection process. If requested by the BROKER, the CARRIER must provide a copy of all legible inspection documents collected at the time of inspection and surrender them to BROKER.

CARRIER must agree by way of signature to take full liability of any claims and expenses by the BROKER, SHIPPER or CONSIGNEE if failure to comply with the CARB/TRU rules and regulations.

During the CONTRACT period if at any point the CARRIER transports goods in/out or through the STATE OF CALIFORNIA, CARRIER AGREES TO ALWAYS STAY IN COMPLIANCE WITH THE TRUCK AND BUS REFRIGERATION OF CALIFORNIA AIR RESOURCES BOARD (CARB).

During the CONTRACT period if at any point the CARRIER transport goods in/out or through the STATE OF CALIFORNIA CARRIER AGREES TO ALWAYS STAY IN COMPLIANCE WITH THE TRANSPORTATION REFRIGERATION UNIT (TRU).

P2A Logistics

Nitin Mahendru

President

Signature: _____

Date : _____ / _____ / _____

Company : _____

Name : _____

Title : _____

Signature : _____

Date : _____ / _____ / _____

BROKER CARRIER CONTRACT

THIS CONTRACT made and entered into on Month _____Day _____of 20_____ by and between

Name_____ _____

Address_____ _____

City _____ _____

State (Prov) / Zip (Postal)_____ _____

Tel _____ _____

Hereinafter called **"CARRIER"** Hereinafter called **"BROKER"**

; collectively, the **"PARTIES."**

RECITALS

I. BROKER is a Federal Motor Carrier Safety Administration ("FMCSA") registered BROKER holding License No. MC-1524191, a copy of which is incorporated herein by this reference.

II. CARRIER is a Federal Motor Carrier Safety Administration ("FMCSA") registered motor carrier holding Registration No.

MC-_____, a copy of which is incorporated herein by this reference; and, in addition, CARRIER has been assigned USDOT No._____.

III. BROKER and CARRIER are entering into this Contract so that all freight tendered by BROKER to CARRIER and transported by CARRIER for BROKER during the term of the Contract is transported by CARRIER as a Contract CARRIER under the terms of this Contract.

IV. This Contract and the relationship between BROKER and CARRIER are intended, and shall be construed, to meet the requirements set forth in 49 U.S.C. §§ 13102(4)(B) and 14101(b).

NOW, THEREFORE, in consideration of the mutual agreements herein contained, intending to be legally bound, BROKER and CARRIER agree as follows:

CONTRACT

TERMS AND CONDITIONS:

1. SCOPE; CONTRACT CARRIAGE; WAIVER.

I. SCOPE. This Contract shall govern all shipments, whether moving in interstate, intrastate or foreign commerce, tendered by BROKER to CARRIER for transportation and accepted by CARRIER, during the term of this Contract.

II. CONTRACT CARRIAGE.

All transportation services performed by CARRIER for BROKER during the term of this Contract shall be as a contract CARRIER pursuant to and in accordance with the provisions of 49 USC §§ 13102(4)(B) and 14101(b), and the regulations issued thereunder, if any.

III. LIMITED WAIVER OF STATUTORY RIGHTS UNDER 49 USC § 14101(b).

Except to the extent that the provisions of this Contract conflict or are inconsistent with the provisions of 49 USC Subtitle IV, Part B, the PARTIES do not waive any rights and remedies they, or either of them, may have under 49 USC Subtitle IV, Part B. This waiver is made pursuant to 49 USC § 14101(b)(1), and the PARTIES each understand, acknowledge and intend that the transportation provided under this Contract shall not be subject to the waived rights and remedies and may not be subsequently challenged on the grounds that it violates the waived rights and remedies. This waiver does not apply to the

provisions of those laws governing registration, insurance, or safety fitness. The exclusive remedy for any alleged breach of the waived rights or remedies shall be as provided herein.

2. TERM AND TERMINATION.

I. The term of this Contract shall begin on the date set forth above and shall remain in effect until terminated by either PARTY giving the other PARTY at least thirty (30) days prior written notice. The PARTIES shall be obligate to finish and ongoing work though before ending the contract.

II. BROKER may terminate this CONTRACT immediately upon written notice if CARRIER loses its operating authority or otherwise becomes disqualified to perform its obligations, breaches any covenant, obligation or condition, fails to procure and maintain any of the insurance coverages required, utilizes the services of any BROKERS or subcontracts transportation of freight tendered by BROKER hereunder to any third PARTY motor carrier or other transportation provider or utilizes a third PARTY logistics provider to perform its obligations under this CONTRACT without prior written consent of BROKER.

III. CARRIER may terminate this CONTRACT immediately upon written notice if BROKER loses its operating authority or otherwise becomes disqualified to perform its obligations.

3. SPECIFIC OBLIGATIONS OF BROKER.

I. VOLUME.

BROKER anticipates tendering a series of shipments to CARRIER for transportation during the term of this Contract, but BROKER is not obligated to tender any minimum number of shipments to CARRIER.

II. PAYMENT.

BROKER agrees to pay CARRIER for the transportation of the shipments transported under this Contract the rates and charges set forth in section 6 herein, within TWENTY ONE (21) days after the receipt by BROKER of CARRIER's invoice in accordance with paragraphs 4.II & 4.XII

4. SPECIFIC OBLIGATIONS OF CARRIER.

I. SERVICE.

a. CARRIER shall transport those shipments tendered to CARRIER by BROKER and accepted by CARRIER by motor vehicle from and to such points between which service is required, without delay, subject to the availability of suitable equipment for the traffic offered and the specific shipment instructions, all in accordance with the terms and conditions of this Contract.

b. CARRIER reserves the right to refuse to transport any shipment prior to picking up or loading a shipment.

c. Once a shipment has been loaded onto CARRIER's equipment, however, CARRIER agrees to transport a load in a safe and timely manner in accordance with the terms of this CONTRACT and any Load Confirmation or other documents provided by BROKER; and,

d. CARRIER agrees that should it return such shipment to its origin or should CARRIER fail or be unable to deliver such a shipment to its appointed destination, CARRIER shall be liable to BROKER for all costs associated with finding and hiring any substitute CARRIER or employing any other means of delivering such load to its appointed destination and for any other costs associated with transporting such load of freight.

II. COSTS AND EXPENSES.

a. CARRIER, at its sole cost and expense, shall furnish all equipment necessary to provide service hereunder and shall maintain all equipment in clean, odor- and contaminant-free condition, good repair and working order.

b. CARRIER, at its sole cost and expense, shall provide all employees or other personnel necessary to provide service hereunder; and all employees or other personnel (including independent contractors) provided shall be competent and legally qualified to handle and transport the shipments transported hereunder.

c. CARRIER, at its sole cost and expense, shall perform loading and unloading services as required by BROKER and BROKER's customers.

d. CARRIER shall be solely responsible for and shall pay any and all costs and expenses incurred in connection with providing service hereunder; and such costs and expenses shall include, but not be limited to, the following: All operating and maintenance costs including wages of drivers and other personnel and related employment/personnel expenses such as social security, workers compensation insurance, unemployment and other payroll taxes; costs of tires and fuel for the equipment; federal and state highway use taxes and license prorate fees for the equipment; all mileage taxes; costs of all permits; gross revenue taxes, equipment valuation taxes, road taxes and tolls, equipment use fees or taxes, and any other tax, fine or fee imposed or assessed against the equipment, cargo or service by any federal, state or provincial authority; empty mileage costs and expenses; ferry charges; accessorial services; all charges for loading and unloading; and tarping costs and expenses.

e. In the event BROKER shall at any time pay or incur a liability for any of the above items or other costs or expenses which are the responsibility of CARRIER, BROKER has the right to deduct the same from any compensation due CARRIER from time to time.

f. In no event shall CARRIER charge or cause to be charged to BROKER or BROKER's account any cost or expense.

g. CARRIER shall indemnify and hold BROKER and BROKER's officers, directors, shareholders, employees and agents harmless from and against any loss, damage, claim, liability, expense (including administrative costs and attorney fees) and other cost resulting from or arising out of CARRIER's failure to strictly comply with the requirements of this paragraph 4.II CARRIER's obligation under this paragraph to defend, hold harmless and indemnify BROKER shall survive any termination of this contract.

III. SUBCONTRACTING PROHIBITED.

a. Without the prior written consent of BROKER, CARRIER shall not cause or permit any shipment accepted by CARRIER to be re-brokered, subcontracted, interlined or otherwise delegated any of CARRIER's duties to or transported by any other motor carrier, or in substituted service by railroad or any other mode of transportation. All shipments accepted by CARRIER shall be transported by equipment registered, licensed, insured and identified by CARRIER under its own name and USDOT number; and all shipments, equipment and operations shall be insured by insurance policies obtained by CARRIER and specifically naming CARRIER as the insured.

b. In the event that CARRIER breaches this provision prohibiting re-brokering, subcontracting, interlining or otherwise delegating any of CARRIER's duties hereunder, CARRIER agrees to indemnify, defend, and hold harmless BROKER, BROKER's customers, the SHIPPER/CONSIGNOR, the CONSIGNEE, and any other "bill to" PARTY for any claims or actions arising out of or relating to the acts or omissions of the person or entity to whom CARRIER re-brokered, assigned, interlined, transferred the load or otherwise delegated its duties with respect to such load, whether such claims or actions involve damage to freight or other property or involve personal injury, including death.

c. In addition, BROKER retains the right, at BROKER's sole option, to not pay the ORIGINAL CARRIER anything, upon learning the double brokerage and only pay the ACTUAL CARRIER the contracted amount for transporting/delivering such a load and to charge CARRIER / THEIR INSURANCE COMPANY, the total amount that would have been paid to the ORIGINAL CARRIER based on Rate Confirmation for transporting that load. The Original Carrier will be contacted by email for this double brokerage twice. If they don't get back or provide sufficient proof that they didn't do so, it will be considered that they were involved and are avoiding communication now.

IV. BILL OF LADING/RECEIPT.

a. CARRIER shall issue a bill of lading, regardless whether produced by BROKER, SHIPPER, CARRIER, or any other preparer, in compliance with 49 C.F.R. § 373.101 (and any amendments there to), for all shipments it receives for transportation under this Contract. Failure to issue or sign a bill of lading or receipt shall not affect CARRIER's liability.

b. The bill of lading or receipt shall be conclusive of receipt of the described property by CARRIER in good order and kind, quantity and condition, except as noted on its face by CARRIER at the time CARRIER takes possession of the shipment at the point of origin/pickup.

c. To the extent that language contained in the bill of lading or receipt is in conflict or inconsistent with the terms and conditions of this Contract, this Contract shall prevail.

d. CARRIER agrees that the bill of lading or receipt shall be for the sole purpose of, and function solely as, a receipt for the goods and shall not itself constitute a Contract between CARRIER and BROKER's or between CARRIER and either the person tendering the goods to CARRIER or the person receiving the goods from CARRIER.

e. Any provision in a bill of lading or receipt which purports to limit the CARRIER's liability for freight loss, damage and/or delay shall be and is null and void.

f. The bill of lading or receipt shall note that the shipment was transported by CARRIER acting as a CARRIER and that transportation for the shipment was arranged by BROKER acting as a BROKER.

g. In the event BROKER's name is inadvertently entered on the BOL or any other shipping documentation as the CARRIER of record, such insertion shall not change BROKER's status and CARRIER shall correct the information to show it as CARRIER of record and in no event will CARRIER be relieved of responsibility as carrier of record.

h. Any unauthorized alteration or use of bills of lading or other shipping documents or use of any bill of lading not acceptable to BROKER shall void the BROKER's and its customers' obligation to make any payments to CARRIER relating to the shipment and void all rate quotes.

i. The name of the underlying SHIPPER shall be inserted in the blank for the SHIPPER, and the name of the receiver shall be inserted in the blank for the consignee.

j. The bill of lading or receipt is to be signed by CARRIER upon receipt of the shipment and will show the kind, quantity and condition of the commodities received and delivered by CARRIER at the loading and unloading points, respectively.

k. Upon acceptance of the shipment, CARRIER shall assume liability for the cargo until proper delivery is made to the consignee.

l. The CARRIER will obtain a delivery receipt signed by the consignee at the time of delivery showing the kind, quantity and condition of the commodity delivered at the specified destination and the time of delivery. Absence or loss of any such documents will not relieve the CARRIER of responsibility for freight accepted by it.

m. It is CARRIER's obligation to insure that the bill of lading or other receipt is issued in strict compliance with the requirements set forth in this paragraph.

n. CARRIER shall indemnify and hold BROKER and BROKER's officers, directors, shareholders, employees and agents harmless from and against any loss, damage, claim, liability, expense (including administrative costs and attorney fees) and other costs resulting from or arising out of CARRIER's failure to strictly comply with the requirements of this paragraph 4.d.

o. CARRIER's obligation under this paragraph to defend, hold harmless and indemnify BROKER shall survive any termination of this contract.

V. LIABILITY FOR CARGO LOSS, DAMAGE AND DELAY.

a. CARRIER shall be liable to BROKER, BROKER's customers, the beneficial owner of the cargo, and their respective assigns, for the full actual loss, damage, or injury to the shipment (including any portion thereof), persons, business or other property, including expenses for delay, costs of recovery, cleanup or containment of the shipment, and special, incidental and consequential damages, occurring while a shipment is in the possession or under the control of CARRIER pursuant to this Contract or resulting from CARRIER's performance of, or failure to perform, the services provided for herein.

b. All liability standards and burdens of proof hereunder are governed by the common law applicable to common carriers or by 49 U.S.C. § 14706 (the Carmack Amendment), if applicable, except that in no event shall CARRIER's liability be limited under the provisions of 49 U.S.C. § 14706(c) or in any other manner. The above standards and burdens will apply unless a higher degree of responsibility is called for by the terms and conditions herein, in which event this Contract shall prevail.

c. If the Load Confirmation sent to CARRIER by BROKER or the bill of lading or receipt signed by CARRIER specifies pickup and/or delivery times or other special or specific services to be provided by CARRIER, CARRIER shall be bound to meet those pickup and/or delivery times and provide those other special or specific services.

d. Full value of lost or damaged items shall mean any replacement cost established by trade sale or other invoice documentation, plus any additional transportation cost.

e. Expenses of delay will include employee or equipment compensation, overtime and the like. Damages for delay shall include loss of sale and/or profit in those circumstances.

f. If BROKER, BROKER's customer, the beneficial owner of the cargo, or their respective assigns, are required, as determined in their sole discretion, to hire an attorney-atlaw to represent them in connection with any claim made against CARRIER under this subparagraph 4.e., they shall be entitled to recover from CARRIER their attorney fees incurred in connection with the claim, regardless whether an arbitration, mediation, lawsuit, or other legal proceeding is filed or held.

g. In the event of such a loss, CARRIER shall not dispose of damaged freight or freight rejected by a consignee without the prior written consent of BROKER and/or the beneficial owner of such freight. Moreover, the SHIPPER/CONSIGNOR, CONSIGNEE or other beneficial owner of the subject freight may determine in its sole discretion whether the entire load or any part thereof should be re-sold as salvage or should be otherwise disposed of or destroyed. CARRIER shall not claim or contest that such decision by the SHIPPER/CONSIGNOR, CONSIGNEE or other beneficial owner was in breach of any obligation to mitigate damages or is otherwise improper. The SHIPPER/CONSIGNOR, CONSIGNEE or other beneficial owner shall, in any event, have the right to remove from the goods shipped any and all identifying marks or labels or, alternatively, to mark the goods "Damaged" or similar notation, whether such goods are sold as salvage or otherwise or are otherwise disposed of or destroyed.

h. CARRIER shall be liable for all costs and expenses associated with BROKER's customer's mitigation of damages including any inspection; storage; preparation of the cargo for reshipping; and the reshipping, if applicable.

i. In the event of a claim for delay in delivery of freight ("a delay claim"), CARRIER shall pay to BROKER, BROKER's customer, the SHIPPER/CONSIGNOR, and/or the CONSIGNEE, the actual damages caused by such delay claim.

j. Failure of CARRIER to pay, decline or offer settlement within thirty (30) days of receipt of the claim shall be deemed an admission by CARRIER of full liability of the amount claimed and a material breach of this CONTRACT.

k. It is the obligation of the CARRIER to properly inspect cargo upon the discovery of damage. In the event CARRIER fails to inspect the cargo within five (5) business days of the date CARRIER becomes aware of the damage, or upon receipt of the goods to be returned to the consignor because of the damage, whichever is earlier, CARRIER waives its rights to inspect the goods and agrees to be bound by the fact presented by claimant.

l. The provisions of this CONTRACT shall supersede and prevail over any terms or provisions to the contrary contained in CARRIER's tariff(s), pricing agreements, or other documents. Any attempts to limit CARRIER's liability for loss, damage, shortage, or delay claims as set forth in this CONTRACT shall be ineffective and are hereby deemed and agreed to be null and void.

VI. CLAIMS FOR CARGO LOSS, DAMAGE AND DELAY.

a. Claims against CARRIER for loss, damage, injury or delay to shipments may be filed with CARRIER by BROKER, BROKER's customers, PARTIES to the bill of lading, or the beneficial owner of the freight.

b. All filed claims shall be acknowledged, investigated and disposed of by CARRIER in accordance with 49 C.F.R. Part 370; provided, however, that CARRIER shall make a disposition of the claim pursuant to 49 C.F.R. § 370.9 (a) within thirty (30) days after the receipt of the claim by the CARRIER; and, further if CARRIER fails to issue a disposition of the claim within the thirty (30) day period, CARRIER shall be conclusively and strictly held to have accepted liability for the claim in the full amount thereof and shall pay the claim within thirty (30) days thereafter.

c. In the event a claim is filed with CARRIER by BROKER, CARRIER shall (i) deal exclusively with BROKER in resolving the claim and shall not contact any other person in an effort to adjust and settle the claim unless authorized in writing by BROKER and (ii) shall fully cooperate with and provide all requested documents and information to BROKER in an effort to adjust and settle the claim as expeditiously as possible. The time limits for filing a claim for loss, damage or delay and for filing a lawsuit for recovery of a claim for loss, damage or delay shall be those set forth in 49 USC § 14706(e)(1).

VII. CARGO INSURANCE.

a. CARRIER shall maintain cargo insurance in an amount equal to the full value of the maximum quantity of goods transported at any one time under this Contract, but in no event in an amount less than $100,000 per shipment to compensate BROKER, BROKER's customer, the consignor and/or consignee, and the beneficial owner of the shipment, for any and all loss, damage, or loss or damage due to delay, to the shipment which is placed in possession or control of CARRIER in connection with services provided by CARRIER hereunder.

b. CARRIER's cargo insurance must provide "all risks" and "broad form" coverage and meet all requirements, if any, for such coverage as required by BROKER's insurance carrier.

c. CARRIER shall name BROKER as an additional insured for the sole purpose of receiving a 30-day advance written notice of cancellation or non-renewal of any cargo insurance coverage required herein.

d. CARRIER shall not accept or continue to transport any shipment at any time the insurance required by this paragraph 4. g. is not in full force and effect. Nothing in this paragraph 4. g. shall be construed to avoid or limit CARRIER's liability due to any exclusion or deductible in any insurance policy.

VIII. PUBLIC LIABILITY INSURANCE.

a. CARRIER shall maintain primary public liability insurance in an amount sufficient to cover any and all liability risks associated with providing service hereunder, and in no event shall the amount be less than $1,000,000 or the amount required by the FMCSA, whichever is greater.

b. The liability insurance shall be in the forms required by 49 USC § 13906(a) and 49 C.F.R. Part 387 and shall have no exclusions or restrictions that would not be accepted by the FMCSA for a filing under the requirements of those sections.

c. In no event shall CARRIER accept, transport, or continue to transport, a shipment unless it has a valid and effective form MCS-90 issued to it in its possession.

d. CARRIER shall cause its insurance carrier to provide BROKER a certificate of public liability insurance prior to or at the time this Contract is signed by the PARTIES, which certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to any modification or cancellation of the liability insurance.

e. CARRIER shall not accept or continue to transport any shipment at any time the insurance required by this paragraph 4.XIII. is not in full force and effect.

IX. DURATION OF LIABILITY.

CARRIER's liability (except for delay in pickup) shall begin at the time the CARRIER assumes possession or control of the freight from the SHIPPER, which in no event will be later than the time the cargo is loaded upon CARRIER's equipment at the point of origin, and shall continue until the cargo is unloaded from CARRIER's equipment at the destination, is delivered to the consignee named in the bill of lading, CARRIER has obtained a signed delivery receipt from the consignee named on the bill of lading, and nothing else remains to be done by CARRIER to deliver the shipment to the consignee.

X. HOLD HARMLESS; INDEMNIFICATION.

a. To the fullest extent allowed by the applicable law, CARRIER shall defend and hold BROKER harmless from, and indemnify BROKER for, any and all liability, costs (including attorney fees), damages or claims for loss or damage to, or for loss or damages resulting from delay in pickup or delivery of, any freight, cargo or shipment in CARRIER's possession or control pursuant to this Contract.

b. To the fullest extent allowed by the applicable law, CARRIER further shall defend and hold BROKER harmless from, and indemnify BROKER for, any and all liability, costs (including attorney fees), damages and claims for personal injury or death or property loss or damage (including, but not limited to, freight loss and damage and claims for delay) arising out of the acts or omissions of CARRIER in providing service hereunder.

c. CARRIER's obligation to defend, hold harmless and indemnify BROKER under this paragraph 4.X. shall extend and obligate CARRIER to reimburse BROKER for any and all administrative expense, attorney fee, adjustment fee, insurance deductible, or other cost, fee or expense, of whatever kind, incurred by BROKER in connection with any matter for which CARRIER is liable for under this Contract.

d. CARRIER's obligation to defend, hold harmless and indemnify BROKER shall extend to and include BROKER's former and current shareholders, directors, officers, employees and agents.

e. CARRIER's obligation to defend, hold harmless and indemnify BROKER shall survive any termination of this Contract.

XI. AUTHORITY; COMPLIANCE WITH FMCSR.

a. CARRIER warrants that it has, and will have during the entire term of this Contract, authority from all federal, state, provincial, territorial, municipal, and other governmental agencies to legally provide all services called for hereunder. CARRIER warrants that: (i) service will be provided in full compliance with the Federal Motor Carrier Safety Regulations ("FMCSR") including, but not limited to, the hours of service regulations; and (ii) that the driver(s) provided will have sufficient time available under the FMCSR hours of service regulations to provide the requested service including, but not limited to, the time necessary for loading, unloading, tarping and paperwork, without delay and in accordance with the pickup and delivery schedule specified in the Load & Rate Confirmation sheet. Similarly, 4.XVIII applies.

b. In the event that CARRIER receives an unsatisfactory or unfit safety rating, or is notified that it may receive an unsatisfactory or unfit safety rating, fails to maintain insurance required hereunder, is notified that such insurance may become ineffective or is otherwise prohibited by Applicable Law from performing services hereunder, CARRIER shall immediately notify BROKER of such fact and shall not carry any loads or goods tendered to CARRIER by BROKER until such prohibition on operations is removed. Similarly, 4.XVII applies.

c. CARRIER agrees to indemnify, defend and hold BROKER harmless from and against any liability, claim, cost (including attorney fees), expense, penalty or the like arising out of any violation of this paragraph 4.XI & paragraph 4.X.

XII. BILLING; DOCUMENTS AND INFORMATION.

a. BROKER is the sole and exclusive PARTY that is responsible and/or liable to pay CARRIER for its services. CARRIER hereby waives any claim it may have, against any person or entity other than against BROKER for payment for its services and agrees that CARRIER shall not seek payment from any SHIPPER/CONSIGNOR, CONSIGNEE, or any other person.

b. CARRIER shall request payment for services provided by it hereunder by delivering an invoice to BROKER for each shipment transported within ten (10) days after delivery of a shipment.

c. CARRIER's invoice shall, at a minimum, set forth the following information: bill of lading or receipt number; load confirmation number or date; consignor's name and address; consignee's name and address; date, time and location of pickup; date, time and location of delivery; a full and complete description and reasons for any loss or damage to the freight; a full and complete description of and reasons for any delay in providing service; and CARRIER's charges to BROKER calculated in accordance with paragraph 6.I. and the other provisions of this Contract.

d. CARRIER shall deliver to BROKER with its invoice the original signed bills of lading and/or pickup and delivery receipts as evidence of such services, except in those situations where BROKER has agreed in advance to accept faxed or emailed bills of lading and/or pickup and delivery receipts.

XIII. WAIVER OF LIEN.

CARRIER shall neither have nor claim any lien rights on or against any shipment transported under this Contract. In the event that CARRIER violates the terms of this paragraph, it shall (i) forfeit all rights to any and all charges for shipments transported pursuant to this Contract then due and owing by BROKER to CARRIER, including charges relating to the shipment against which the lien is claimed; and (ii) be strictly liable to BROKER, BROKER's customer, the beneficial owner of the shipment, and their respective assigns, for conversion.

XIV. BACK SOLICITATION PROHIBITED; CONFIDENTIALITY.

a. CARRIER shall not solicit shipments from any SHIPPER, CONSIGNEE or customer of BROKER where (i) the availability of such shipments first became known to CARRIER as a result of BROKER's efforts or actions; or (ii) where the shipments of the SHIPPER, CONSIGNEE or customer of BROKER were first tendered to the CARRIER by BROKER. If CARRIER breaches this CONTRACT and "back-solicits" or otherwise solicits BROKER's customers and obtains shipments from such a customer, BROKER shall

be entitled, for a period of 18 months from the time of such "back solicitation" or other solicitation, to twenty percent (20%) of the gross charges billed by CARRIER with respect to the shipments, regardless whether the charges were or are collected.

b. As part of the business relationship between BROKER and CARRIER, either PARTY may come into possession of information or data which constitutes trade secrets, know-how, confidential information, marketing plans, pricing, or anything else otherwise considered proprietary or secret by the other. In consideration of the receipt of such Confidential Information and potential business, each PARTY agrees to protect and maintain such Confidential Information in the utmost confidence, to use such Confidential Information solely in connection with their business relationship, and to take all measures reasonably necessary to protect the confidential information. This mutual obligation of confidentiality will remain in effect during the terms of the CONTRACT and for a period of two years following any termination.

XV. NO AUTHORITY TO BIND BROKER.

CARRIER is not and at no time shall be an agent or employee of BROKER, and at no time shall CARRIER represent itself to be an agent or employee of BROKER, but rather CARRIER shall be and is obligated to advise third PARTIES that it is not the agent or employee of BROKER.

XVI. FOODS, DRUGS AND COSMETICS.

a. CARRIER warrants that it will comply with the Food Safety and Inspection Service Safety and Security Guide for the Transportation and Distribution of Meat, Poultry, and Egg Products; the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (Pub L. 107-188, 2002 HR 3448); all applicable rules and regulations of the Food and Drug Administration; and any and all other federal, state, municipal and provincial laws applicable to the transportation of foodstuffs, drugs, cosmetics and the like.

b. In addition, all equipment used to transport foodstuffs shall meet the standards established by the SHIPPER. It is CARRIER's obligation to obtain and know a SHIPPER's equipment standards prior to accepting a shipment tendered by BROKER.

c. CARRIER agrees that it will not supply equipment that has been used to transport hazardous wastes, solid or liquid, regardless of whether they meet the definition contained in 40 C.F.R. § 261.1 et seq.

XVII. SAFETY FITNESS DETERMINATION/SAFETY RATING.

CARRIER shall at all times maintain a "satisfactory," "continue to operate" or comparable safety rating, or be unrated. CARRIER shall immediately give notice to BROKER and, unless expressly authorized in writing by BROKER, shall refuse to accept any shipment tendered to it by BROKER and shall immediately discontinue transporting any shipment in transit after being made aware in any manner that CARRIER has been or is going to be assigned a rating that is less than "satisfactory," less than "continue to operate" or otherwise indicates a less than fully acceptable safety rating. In these circumstances, BROKER may (i) terminate this Contract immediately without notice or (ii) authorize CARRIER in writing to complete and deliver a shipment then in-transit, and upon delivery terminate this Contract immediately without notice.

XVIII. OPERATING AUTHORITY.

CARRIER will notify BROKER immediately if CARRIER's FMCSA operating Authority and/or USDOT number is revoked, suspended or rendered inactive for any reason, if CARRIER is placed out of service, if CARRIER is sold, if there is a change in control of ownership, and/or any insurance required hereunder is threatened to be or is terminated, cancelled, amended, suspended, or revoked for any reason.

XIV. COMPLIANCE WITH C-TPAT HIGHWAY CARRIER SECURITY CRITERIA.

To the extent required by law, CARRIER shall comply with the C-TPAT Highway Carrier Security Criteria; and even if not required by law, CARRIER recognizes that C-TPAT Highway Carrier Security Criteria as setting forth best practices and shall take all reasonably steps to implement and follow the minimum criteria set forth therein.

XX. CALIFORNIA C.A.R.B. COMPLIANCE.

a. To the extent that any shipments subject to the Contract are transported into, out of, through or within the State of California, the CARRIER warrants that: (i) all trailers, including both dry-van and refrigerated equipment it operates and the Heavy-Duty Tractors that haul them within California under this Contract are in compliance with the California Air Resources Board (ARB) Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations; (ii) all refrigerated equipment it operates within California under this Contract is in full compliance with the California Air Resources Board (ARB) Transport Refrigeration Unit (TRU) Airborne Toxic Control Measure (ACTM) regulations; and (iii) CARRIER further shall comply with any and all other regulations issued by the California Air Resources Board (ARB) applicable to the motor carrier services and operations conducted hereunder that apply to CARRIER's operations within, from or to points in the State of California.

b. CARRIER shall defend, indemnify and hold BROKER harmless from and against any penalty, liability, expense (including administrative costs and attorney fees) and other costs imposed on BROKER resulting from or arising out of CARRIER's failure to strictly comply with the requirements of this paragraph 4.XX. CARRIER's obligation under this paragraph to defend, hold harmless and indemnify BROKER shall survive any termination of this contract.

XXI. HANDLING, LOADING AND SEALING.

a. CARRIER will comply with handling instructions provided by the SHIPPER/CONSIGNOR OR CONSIGNEE (including such instructions that may be passed through to CARRIER by BROKER) including, but not limited to, compliance with requirements related to transportation of temperature-controlled shipments and the safe handling of food. If such instructions include refrigeration, CARRIER must verify that the trailer is pre-cooled at the time of loading and that temperatures are maintained within the required temperature ranges as specified in the Bill of Lading. Refrigerated trailers must be equipped with a chute throughout the trailer and for shipments containing produce, refrigerated equipment must be set to run continuously. CARRIER is responsible to ensure vents and chutes are unobstructed. Chute MUST be intact with no rips, punctures or tears. If instructions provided to CARRIER require a cargo seal, the lack of a seal upon delivery shall be sufficient to consider the shipment unsafe and a total loss. CARRIER must provide temperature data in accordance with instructions provided to CARRIER upon request. If goods tendered include produce, CARRIER must always set the refrigeration unit to run continuous. CARRIER is responsible to make sure refrigeration

unit is in good working condition before and during the transit of the load and that the fuel tank always has enough fuel to keep it running.

b. If goods are tendered to CARRIER and a reasonable person would understand that the goods require controlled temperature transportation, and CARRIER has not been provided instructions regarding controlled temperature goods, CARRIER shall request and obtain such instructions prior to loading the goods. If CARRIER receives contradictory or confusing instructions regarding any shipment, CARRIER must resolve the contradictory or confusing instructions prior to accepting the shipment for transport.

c. Unless a shipment is loaded and sealed prior to arrival of CARRIER personnel, the manner of loading and securing freight upon Equipment shall be the sole responsibility of CARRIER. With respect to unsealed loads loaded prior to CARRIER's arrival, CARRIER shall be obligated to inspect such loading prior to departing. CARRIER represents that each driver utilized by it shall be competent to manage the loading and transportation of the goods subject to this CONTRACT.

d. When required by BROKER, the SHIPPER or the consignor, CARRIER shall secure shipments with a serialized seal. CARRIER shall ensure that the serialized seal number appears on the bill of lading or other form of manifest or receipt. CARRIER shall be solely responsible for maintaining seal integrity during transportation of the shipment. Except as is required by law enforcement personnel, under no circumstances shall CARRIER or any of its personnel break any seal without the express consent of BROKER. CARRIER shall immediately notify BROKER to report a missing or broken seal.

e. CARRIER shall bear sole risk of rejection of cargo arising from or related to broken seals or failure to comply with load handling instructions.

5. LOAD CONFIRMATION.

a. BROKER shall prepare, and both BROKER and CARRIER shall execute, a Load Confirmation with respect to each shipment tendered by BROKER to CARRIER and accepted by CARRIER; however, failure of BROKER to issue or CARRIER to sign a Load Confirmation with respect to a shipment shall not affect BROKER's or CARRIER's rights and liabilities hereunder. The Load Confirmation shall be signed by persons authorized to bind BROKER and CARRIER to the terms set forth therein.

b. BROKER and CARRIER agree that facsimile machine and electronically transmitted copies of signed Load Confirmations will be accepted and treated as originals. Any modifications to the original signed or initialed Load Confirmation for a shipment shall be indicated by changes thereon initialed by the PARTIES either in person, electronically, via facsimile machine, or by execution of a new replacement Load Confirmation.

c. Executed Load Confirmation(s) with respect to a shipment shall constitute an addendum to this Contract with respect to that shipment only; and the terms and conditions of this Contract shall govern all other shipments unless Load Confirmations are executed with respect to the other shipments.

d. The originals or copies of all Load Confirmations shall be retained by CARRIER and by BROKER together with this Contract during the term of this Contract and three (3) years thereafter.

6. RATES AND CHARGES.

CARRIER and BROKER agree that this is a CONTRACT for specified services pursuant to 49 U.S.C. § 14101(b); thus, the terms of any tariff, statute, rule, regulation, or other CONTRACT(s) that are inconsistent with or conflict with the terms of this CONTRACT shall not apply; and, CARRIER can expressly waives any and all rights and/or remedies to which it may be entitled under 49 U.S.C., Subtitle IV, Part B (ICC Termination Act of 1995)to the extent that the same conflict with any term of this CONTRACT.

I. RATES.

a. The rates and charges CARRIER agrees to bill BROKER and accept as its full consideration for all services provided under this Contract, and the rates and charges BROKER agrees to pay CARRIER for all services provided under this Contract, shall be those rates and charges set forth in the Load and Rate Confirmation sheet for each shipment signed by both PARTIES.

b. CARRIER agrees that the mutually agreed upon rate as set forth in the Load and Rate Confirmation sheet is reasonable for delivery of the subject load to its appointed destination, that such rate is inclusive of any license fees, taxes, tolls, permits, costs of loading, stop-offs, unloading or lumpers, escorts, fuel surcharges, accessorial charges, detention and/or demurrage charges (unless otherwise agreed to in writing), that the freight would not have been tendered to CARRIER at any higher rate, and that no amount greater than the amount set forth in the applicable Load and Rate Confirmation sheet shall be paid to CARRIER.

II. RESPONSIBILITY.

BROKER shall be solely responsible for the payment of all of CARRIER's charges, and CARRIER shall not invoice or otherwise seek to collect its charges from any person or entity other than BROKER.

III. COLLECTION.

CARRIER authorizes BROKER to invoice shipper, receiver, consignor, consignee, or "bill-to PARTY" for freight charges as a limited special agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, consignee, and "bill-to" PARTY of any liability to the CARRIER for non-payment of charges or undercharge claims. BROKER is not CARRIER's agent for any purpose other than as specified in this paragraph 6.III.

IV. TIME LIMITATION.

Any claim for under-payment or non-payment of a rate or charge by CARRIER against BROKER must be made within thirty (30) days after BROKER's payment to CARRIER for services provided in connection with the shipment underlying the claim. Any claim for return of an overpayment by BROKER against CARRIER must be made within sixty (60) days after the date of BROKER's payment to CARRIER for services provided in connection with the shipment underlying the claim.

V. RIGHT OF SET-OFF.

In the event of an overcharge, over-collection, duplicate payment, claim for loss, damage, delay or injury to or in connection with a shipment, claim for personal injury or death or damage to property (including claims for loss, damage or delay), or other claim filed with CARRIER, BROKER, or any of their respective insurers in connection with service provided or agreed to be provided by CARRIER hereunder, CARRIER

agrees that BROKER shall have the right to set-off an amount sufficient to cover the claim, and to deduct and withhold such amount from any payments due CARRIER. As part of the amount set-off, BROKER shall have the right to withhold any and all administrative expenses, attorney fees, adjustment fees, insurance deductible, or other cost, fee or expense, of whatever kind, incurred or reasonably anticipated to be incurred by BROKER in connection with the claim giving rise to the set-off.

7. INDEPENDENT CONTRACTOR RELATIONSHIP.

a. The relationship of CARRIER to BROKER shall at all times be that of an independent contractor, except that BROKER shall be the limited special agent for the CARRIER solely for the collection of freight charges under paragraph 6.III.

b. CARRIER shall be an independent contractor and not a servant, agent, employee, joint venturer or partner of BROKER.

c. CARRIER shall be totally responsible for the following: Selection, compensation, working hours, working conditions, retention and discipline of personnel; supervision and control of the personnel of CARRIER and the means and manner in which they perform their duties; legality of length, weight and height of cargo as loaded, selection of routing, periods of rest, times for maintenance, maintenance of logs, safety precautions and all such other activities involved in performing CARRIER's duties hereunder; compliance with federal, state, provincial, municipal and other applicable motor carrier and other laws and regulations; payment of all federal, state, provincial and local personal and business income taxes, sales and use taxes, social security contributions, unemployment taxes, workers' compensation premiums or expenses, other expenses or contributions typical for employees; business and license fees, fines or penalties, and fines, penalties or interest on any of the foregoing arising out of the activities of CARRIER pursuant to this Contract; selection, repair and maintenance of all equipment; and all costs and expenses incurred in providing services hereunder.

d. CARRIER shall have sole and absolute discretion whether to accept or reject any shipment tendered to it by BROKER for transportation.

8. THIRD-PARTY BENEFICIARIES. BROKER's customers, the consignors and consignees named on the bills of lading, the beneficial owner of the goods, and their assigns, are third-PARTY beneficiaries of this Contract and may rely on it to seek recovery of claims from CARRIER or in defending any claims made against any of them.

9. FORCE MAJEURE.

Neither PARTY is liable for the failure to tender or timely transport shipments under this Contract if the delay or other omission is caused by fire, flood, embargo, riot, strikes, acts of God, war, civil disorder, or through compliance with legally constituted order of civil or military authorities. The PARTY experiencing force majeure will notify the other PARTY promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

10. ATTORNEY FEES.

In any arbitration, mediation, lawsuit, or other legal proceeding involving this Contract, the prevailing PARTY shall recover from the losing PARTY amounts the court, arbitrator or mediator, as the case may be, determines reasonable as costs and attorney fees for the proceeding, action or suit, in addition to any other sums as may be allowed as provided by law.

11. ASSIGNMENT/MODIFICATIONS OF CONTRACT**.**

Neither PARTY may sell, convey, dispose, encumber, assign or transfer any of its rights, interests, benefits, obligations or liabilities under this Contract without obtaining prior written consent of the other PARTY. No amendment or modification of the terms of this CONTRACT shall be binding unless in writing and signed by the PARTIES.

12. INTEGRATION.

This Contract embodies the entire understanding between the PARTIES, and it is agreed that there are no other arrangements, CONTRACTS or understandings, oral or written, which affect this contract in any way. This CONTRACT may not be changed, waived or modified except by written agreement signed by both PARTIES stating that it is an amendment to this Contract.

13. SEVERABILITY.

In the event that the operation of any portion of this Contract results in a violation of any law, or any provision is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the PARTIES agree that such portion or provision shall be severable and that the remaining provisions of the Contract shall continue in full force and effect and shall in no way be affected, impaired or invalidated. The representations and obligations of the PARTIES shall survive the termination of this Contract for any reason.

14. GOVERNING LAW; JURISDICTION; VENUE.

a. This Contract shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent preempted by federal transportation law, including, but not limited to, 49 USC Subtitle IV, Part B. Any action filed in relation to this Contract must be filed in the United States District Court for the Northern District of Illinois, Eastern Division.

b. The PARTIES agree that any lawsuit for loss, damage and/or delay under subparagraph 4.V. shall be subject to 49 USC § 14706 (the Carmack Amendment) and that 28 USC §§ 1337 (a) and 1445 (b) apply, and that those statutes are not waived pursuant to paragraph 1.III herein, except to the extent a conflict exists.

c. CARRIER shall pay all costs, expenses and attorney fees which may be expended or incurred by BROKER or BROKER's customer in successfully enforcing this CONTRACT or any provision thereof, or in exercising any right or remedy of BROKER or its customers against CARRIER, or in any arbitration or litigation incurred by BROKER because of any act or omission of CARRIER under this CONTRACT.

d. CARRIER agrees to, and hereby does, submit to the exclusive jurisdiction of these courts and further consents that the proper venue for any action shall be in the United States District Court for the Northern District of Illinois, Eastern Division exclusively.

15. NONWAIVER.

Failure of either PARTY to insist upon performance of any of the terms, conditions or provisions of this Contract, or to exercise any right or privilege herein, or the waiver of any breach of any of the terms, conditions or provisions of this Contract, shall not be construed as thereafter waiving any such terms, conditions, provisions, rights or

privileges, but the same shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

16. AUTHORITY OF REPRESENTATIVES TO BIND PARTIES.

The PARTIES warrant that the persons signing this Contract respectively for CARRIER and BROKER are their authorized representatives to sign such Contract. No further proof of authorization is or shall be required.

17. ORIGINALS AND COUNTERPARTS.

This Contract may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original hereof. Facsimile and electronically signed copies of this Contract shall have the same force and effect as an original

18. NOTICES.

All notices and other communications under this CONTRACT must be in writing and will be deemed to have been given :

A. If delivered personally,
B. Facsimile with receipt of "Transmission OK",
C. Mailed by certified mail with return receipt requested or
D. Delivered by an overnight delivery service (with confirmation)

to the PARTIES at the addresses or facsimile numbers (or at such other address or facsimile number as a PARTY may designate by like notice to other PARTIES) set forth below.

19. MUTUAL COOPERATION AND RESOLUTION OF DISPUTES.

The PARTIES shall use reasonable commercial efforts to resolve by mutual agreement any and all disputes arising out of or relating to this CONTRACT and agree to follow the following procedure before resorting to litigation:

A. The respective Presidents (or other designated company official that has the power to settle a dispute without obtaining approval from others) of the PARTIES shall initially attempt to resolve any dispute in person or by telephone. If the PARTIES' Presidents do not resolve the dispute within 60 (sixty) days of becoming aware of the dispute, the PARTIES shall refer the dispute to appropriate mediation, as described in paragraph B;

B. If the dispute is not resolved by the PARTIES' respective Presidents, the PARTIES shall submit the dispute to a neutral mediator for mediation. Proceedings of mediation shall be conducted under the rules of the Transportation Arbitration and Mediation PLLC (TAM), the American Arbitration Association (AAA) or Transportation ADR Council, Inc. (ADR) at the discretion of the PARTY initiating the dispute. Mediation shall be completed within 60 (sixty) days after getting the request for mediation to resolve the dispute by the PARTIES' Presidents. The costs of the mediator and mediation shall be shared equally by the PARTIES. The complaint shall contain specific references to pertinent statutory provisions and regulations of the Commission, and the terms of this contract that the complainant believes have been violated. Upon CONTRACT of the PARTIES, these proceedings may be conducted outside of the administrative control of the TAM, AAA or ADR.

C. Any resolution of the dispute from paragraph 22 A or 22 B shall be recorded in writing and signed by the PARTIES. The signed document(s) shall be deemed to form part of this CONTRACT.

D. The PARTIES shall use their best efforts and act under an obligation of good faith to resolve any dispute in a mutually satisfactory manner during the above dispute resolution process.

E. If the matter is not resolved by the PARTIES' respective Presidents or through mediation within 120 (one hundred twenty) days from the date of the alleged loss, either PARTY may pursue litigation, provided that such litigation must be brought in the United States District Court for the Northern District of Illinois, Eastern Division. In the event of litigation, the prevailing PARTY shall be entitled to recovery of costs, expenses and reasonable attorney fees as well as the expenses incurred in any action for injunctive relief.

20. LANGUAGE.

The language of this CONTRACT shall be construed according to its fair meaning and shall not be construed against the PARTY or PARTIES drafting it.

21. ENTIRE CONTRACT.

A. The CONTRACT, including all its Appendices and Addenda, constitutes the entire understanding between the PARTIES and supersedes any prior CONTRACTS, representations, warranties, statements, promises, information, arrangements, and understandings, whether oral, written, expressed, or implied, regarding the subject matter of this CONTRACT. The PARTIES intend that this CONTRACT represents the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced to modify this CONTRACT in any judicial or arbitration proceedings involving this CONTRACT. Any changes, waivers, or modifications to this CONTRACT must be in writing and signed by both PARTIES.

B. The PARTIES agree that no court action can be taken before a decision is made by the Commission, and the decision of the Commission is binding, final, and non-appealable. If the Commission refuses to accept the complaint or make a ruling on the subject matter of the complaint, then the PARTIES can seek recourse through the judicial system, either state or federal.

C. This contract shall be construed in accordance with the laws of the State of Illinois. All civil actions filed as a result of disputes arising ut of this CONTRACT shall be filed in the United States District Court for the Northern District of Illinois, Eastern Division.

Copies of BROKER's Authority, Surety Bond or Trust Fund Agreement attached.

IN WITNESS WHEREOF, the PARTIES hereto have caused this CONTRACT to be executed in their respective names by their fully authorized representatives as of the dates first above written.

CARRIER

Name_____

SIGNATURE_____ _____

By_____

Title_____

Address_____

City_____

State (Prov) / Zip (Postal)_____

Phone_____

Fax_____

Email_____ _____