

BROKERAGE TERMS AND CONDITIONS

THESE Brokerage Terms and Conditions ("Agreement") apply to all services provided for Customer by TRANSPLACE TEXAS, LP, its subsidiaries and affiliates ("Transplace"), unless a written agreement regarding the services provided herein, signed by both parties, is in effect, in which case that document will govern.

WHEREAS, Customer is engaged in the commercial shipping and/or receiving of various products from various locations and desires to engage Transplace to provide transportation brokerage of Customer's products in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Transplace is registered with the United States Department of Transportation Federal Motor Carrier Safety Administration ("DOT") to operate as a property transportation broker pursuant to Docket No. MC-384205 and is capable of performing the services described herein on behalf of Customer.

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein and intending to be legally bound, the Customer and Transplace agree as follows:

1. Transportation Services. Customer agrees to offer to Transplace, from time to time, shipments for Transplace to arrange transportation via third-party carriers ("Carriers") contracted with Transplace to and from such points between which service may be required. Transplace shall require Carriers to perform the transportation service in a prompt, competent and efficient manner within the generally-accepted service standards of the transportation industry, and within the time limits agreed to by Transplace and Customer. To the extent applicable, Transplace and Customer agree that this Agreement is entered into pursuant to 49 U.S. Code Section 14101(b) for the purpose of providing and receiving specified services under specified rates and conditions, and hereby expressly waive, pursuant to 49 U.S. Code Section 14101(b), any and all rights and remedies under Part B, Subtitle IV, Title 49, U.S. Code which conflict with any provision of this Agreement.

2. Compensation to Transplace. Transplace and Customer shall establish mutually-acceptable contract rates, rules and accessorial charges ("Rate Schedule") and Transplace shall be paid, as its full compensation, solely on the basis of such rates and rules for the specified transportation services performed by Transplace. The Rate Schedule will be confirmed in writing or by facsimile transmission, properly signed by authorized representatives of each party, and by this reference fully incorporated herein. The source for miles to be used in the calculation of compensation for mileage based rates shall be the then current version of Rand McNally Mile Maker[®] reflecting The Household Goods Carriers' Bureau Mileage Guide Tariff, unless otherwise agreed in writing by the parties. Rates, charges and terms for services performed by Transplace between additional origin and destination points not covered by the Rate Schedule may be established by authorized representatives of Customer and Transplace by telephone, provided such rates, charges and terms are promptly followed with written confirmation. Customer shall have no obligation with respect to payment to Carriers for services rendered hereunder, and Transplace hereby agrees to indemnify, defend and hold Customer harmless from and against any liabilities arising out of any claims by Carriers against Customer for compensation due Carriers for services rendered hereunder.

3. Payment. Customer shall pay Transplace for its services within fifteen (15) days of receipt of all necessary documentation, to be identified at acceptance of the load by Transplace, which may include, but shall not be limited to, the original bill of lading or shipping order, delivery receipt and Transplace's invoice. Transplace agrees that no penalties, interest or late charges of any nature whatsoever will be assessed against Customer for occasional and inadvertent late payments. For purposes of this Section 3, "occasional and inadvertent" means no more than two (2) late payments in any given six (6) month period. For all other late payments Transplace may, in addition to other remedies, impose a 1.5% (or, if lesser, the maximum amount permitted by law) per month late charge. Customer agrees to pay for reasonable collection costs (including attorneys' fees) arising from Transplace's efforts to collect any unpaid balance due.

4. Compliance With Laws. With respect to the transportation services provided herein, Transplace shall comply, and require its Carriers to comply, with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to all rules and regulations promulgated by the DOT and all other Federal and state agencies and departments having jurisdiction over the transportation services to be performed.

5. Equipment. Transplace acknowledges that Customer deals in products requiring sanitary equipment that is in compliance with local, state and federal statutes and regulations. Transplace agrees that it will require its Carriers to provide only equipment which is in compliance with such statutes and regulations, and specifically agrees that no equipment will be supplied for transportation of shipments hereunder which has ever knowingly been used to haul garbage, industrial, municipal or residential refuse, solid or liquid hazardous waste or any other similar materials.

6. Transplace Insurance Requirements. Transplace shall procure and maintain, at no cost to Customer, and with reputable and financially responsible insurance underwriters, the following insurance coverages:

- (a) Contingent cargo liability insurance covering risks for loss of or damage to shipments, in the minimum amount not less than \$100,000 U.S. per shipment;
- (b) Non-owned and hired automobile liability insurance for bodily injury (including injury resulting in death) and loss of or damage to property, in an amount not less than \$1,000,000 U.S. combined single limit per occurrence;
- (c) Comprehensive general liability insurance covering liability for bodily injury (including injury resulting in death) and loss of or damage to property, in an amount not less than \$1,000,000 U.S. combined single limit per occurrence, \$2,000,000 aggregate;
- (d) Employers liability insurance with a minimum coverage limit of \$500,000 for each accident, a \$500,000 policy limit for disease and a \$500,000 policy limit for disease on each employee;
- (e) Worker's compensation insurance as required by applicable law; and
- (f) Any additional insurance requirements under any and all applicable United States, Canada and federal, state, provincial and local laws, rules and regulations.

The insurance specified above shall include a requirement that the insurer provide Customer with thirty (30) days prior written notice of any cancellation or material change in the insurance. Transplace shall provide Customer with certificates or other documentary evidence satisfactory to Customer of the above insurance, including new insurance certificates, prior to the policy expiration date of any coverage during the term of this Agreement. Upon request, Transplace shall provide Customer with a copy of each such policy.

7. Indemnity. Transplace shall indemnify, defend and hold harmless Customer, its general partner, subsidiaries and affiliated companies of each of them and their respective directors, officers, agents, and employees (individually "Indemnitee" and collectively "Indemnitees"), from and against any and all fines, loss, damage, injury, liability and claims for injury to or death of any person or for loss of or damage to property (including loss of use thereof) or for environmental contamination or pollution, including reasonable attorney's fees relating to the foregoing, resulting or arising directly or indirectly from Transplace's negligent acts or omissions in the performance of Transplace's duties and responsibilities as specified in this Agreement. This indemnity shall not apply to an Indemnitee to the extent any liability is caused or contributed to by the negligent acts or omissions of such Indemnitee.

Customer shall indemnify, defend and hold harmless Transplace, its general partner, subsidiaries and affiliated companies of each of them and their respective directors, officers, agents, and employees (individually "Indemnitee" and collectively "Indemnitees"), from and against any and all fines, loss, damage, injury, liability and claims for injury to or death of any person or for loss of or damage to property (including loss of use thereof) or for environmental contamination or pollution, including reasonable attorney's fees relating to the foregoing, resulting or arising directly or indirectly from Customer's acts or omissions. This indemnity shall not apply to an Indemnitee to the extent any liability is caused or contributed to by the negligent acts or omissions of such Indemnitee.

Each party shall give the other party prompt notice of any claim or suit coming within the purview of these indemnities. The indemnitor will assume the defense of any claim, demand or action against such indemnitee and will, upon the request of the indemnitee, allow the indemnitee to participate in the defense thereof, such participation to be at the expense of the indemnitee. The indemnitee will, in any case, cooperate fully with the indemnitor in the defense and will, at its expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the indemnitor. Settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination.

In addition to the foregoing indemnity by each party, Transplace shall require its Carriers to enter into a written agreement which contains the following provision: Carrier shall defend, indemnify and hold harmless Transplace and the Customer, and their respective employees, officers, directors and agents (individually "Indemnitee" and collectively "Indemnitees"), from and against all losses, damages, fines, penalties, expenses, costs (including attorney's fees), claims, demands, actions and judgments for bodily injury (including injury resulting in death), for damage to property and for cleanup or remediation of any leak, spill or contamination, where the liability is caused by the negligent acts or omissions of Carrier, its independent contractor(s) or carrier(s) or their respective employees or agents, and arises out of or in connection with Carrier's discharge of, or failure to discharge, its duties and responsibilities specified in this Agreement (the Agreement between Transplace and the Carrier). This indemnity shall not apply to an Indemnitee to the extent any liability is caused or contributed to by the negligent acts or omissions of such Indemnitee.

8 Special or Consequential Damages. Nothing contained in this Agreement shall be construed to render Transplace or Carrier liable for any special or consequential damages on account of delay in delivery of a shipment to which this Agreement applies.

9. Force Majeure. Performance by either party under this Agreement may be excused without liability to the extent that performance is prevented or curtailed by an act of God, war, riot, fire, accident, flood, sabotage, governmental laws or regulations, strikes, lockouts or injunction against the party claiming force majeure, or any other cause beyond the reasonable control of the party claiming force majeure.

10. Cargo Liability and Claims. Transplace shall require Carriers to be liable to Customer as set forth in 49 U.S. Code Section 14706 (the Carmack Amendment) and applicable common law for loss of or damage (injury) to cargo transported pursuant to this Agreement, occurring while in the possession or under the control of Carriers, and/or resulting from Carrier's performance or failure to perform the services under this Agreement. Carrier's liability for any shipment with a released or declared value application shall be governed by the National Motor Freight Classification ("NMFC") tariff. For any shipments that have an "FAK" rate, Carrier's liability will be limited to the lowest released value for the shipment contained in the NMFC tariff. For any shipments that have a "class" rate, Carrier's liability will be according to consignor's declared value placed on the bill of lading at the time of shipment. If consignor's declared value is not placed on the bill of lading at the time of shipment, Carrier's liability will be the lowest released value contained in the NMFC tariff. This includes shipments moving at a minimum charge. In the event of loss of or damage to any shipment (with or without a released value or a consignor's declared value), Carrier's liability will not exceed twenty-five dollars (\$25.00) per pound per package, subject to a maximum liability of one hundred thousand dollars (\$100,000.00) per shipment, whichever is lower, unless the consignor has requested excess liability coverage. Used machinery will have a released value of \$0.10 per pound. For purposes of this provision, the term "package" shall mean any primary shipping package contained in any shipment. When a number of packages have been unitized, strapped or otherwise fastened together or contained on pallets, platforms or skids, or have been packed in an additional outer package, Carrier's liability will be determined by separately multiplying the weight of each individual package lost or damaged times the per pound liability limit described above, and will not be determined on the basis of the combined weight of all packages so unitized on any such pallet, platform, skid or outer package. Any attempt by Transplace or its Carriers to limit their liability or amend this Agreement by provisions contained in any bill of lading, delivery receipt or tariff (whether filed, published or independently determined), whether purported to be incorporated by reference into this Agreement by an attachment or otherwise shall be deemed null and void. Notwithstanding any other provision to the contrary contained in this Agreement, neither Transplace nor Carrier shall be liable for any loss of, damage (injury) to or delay in delivery of cargo originating at a point in/ or destined to a point in Mexico occurring while in the possession or under the control of a Mexican carrier, freight forwarder or customs broker, regardless of whether any such Mexican carrier was selected, interlined and/or subcontracted by Carrier, Transplace, the Customer, a freight forwarder or a customs broker.

Except as specifically set forth to the contrary herein, all claims for overage, shortage, loss and damage and any salvage arising therefrom under this Agreement shall be submitted to Transplace and handled and processed in accordance with 49 CFR Part 370. Transplace shall require Carriers to acknowledge receipt of all such claims within thirty (30) days, and to settle or deny all claims within one hundred and twenty (120) days of receipt. In the event that a shipment has alleged concealed cargo loss or damage, Customer must report the damage within fifteen (15) days of delivery. Failure to do so shall be a waiver of the claim. The time limits for filing of loss and damage claims, and the time limits for filing any action at law for disallowance of claims, shall be governed by the provisions contained in 49 U.S.C. Section 14706.

11. Undercharge and Overcharge Claims. Except as otherwise expressly provided for herein, Transplace shall process all overcharges as provided in 49 C.F.R. Part 378. The time limit for filing of initial claims for alleged undercharges or overcharges under the terms of this Agreement shall be one hundred and eighty (180) days from the date of delivery of the shipment. Failure to file a claim challenging initial charges within said one hundred and eighty (180) day period shall forever bar any action at law for recovery of same. Any action at law by either party to collect alleged undercharges or overcharges under the terms of this Agreement shall be commenced not later than eighteen (18) months after delivery of the shipment. Expiration of said eighteen (18) month term shall be a complete and absolute defense against any such claim, regardless of any extenuating or mitigating circumstances or excuses of any nature whatsoever.

12. Independent Contractor. This Agreement does not make Transplace or its Carriers an agent, a legal representative, joint venturer, or partner of Customer for any purpose whatsoever. It is understood between the parties hereto that Transplace is to act as an independent contractor and is in no way authorized to make any contract, warranty or representation on behalf of Customer, or to create any obligation expressed or implied on behalf of Customer.

13. No Lien. Neither Transplace nor its Carriers shall have any lien, and Transplace, on behalf of itself and its Carriers, hereby expressly waives its right to any lien on any cargo or other property of Customer.

14. Termination. This Agreement shall be effective on the date hereof and shall continue until terminated by not less than thirty (30) days prior written notice from one party to the other. Unless otherwise specifically agreed to in writing, this Agreement shall apply to all services rendered by Transplace to Customer. Notwithstanding any provision to the contrary in this Agreement, either party may immediately terminate this Agreement if the other party (1) files a voluntary petition in bankruptcy, (2) makes an assignment for the benefit of creditors, (3) enters into receivership, (4) is involuntarily adjudicated as bankrupt by any court of

competent jurisdiction, (5) violates any terms or conditions of this Agreement, and such violation continues for a period of thirty (30) days after written notice of the violation is received by the party purportedly in violation. Termination of this Agreement shall not relieve Transplace or Customer from performing their obligations under this Agreement.

15. Notices. All notices, requests, consents, approvals and other communications that are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given or made when sent by certified mail, return receipt requested, all postage and other charges prepaid or overnight courier service addressed to the parties at their following respective addresses:

If to Transplace: Transplace Texas, LP, 3010 Gaylord Parkway, Suite 200, Frisco, TX 75034, Attn: CFO.

If to Customer: To the address given to Transplace for submission of invoices.

16. Prior Communications; Entire Agreement. This Agreement supersedes any prior oral or written understanding or agreements or other communications between the parties with respect to the subject matter of this Agreement.

17. Assignment. Except as expressly set forth in this Agreement, neither party may assign its rights or delegate or subcontract its duties and obligations under this Agreement to any other person or entity without the prior written consent of the other; provided, however, that either party may assign the Agreement to an affiliate or a successor-in-interest upon notice to the other party but without that party's consent.

18. Choice of Law. This Agreement, including its formation, application, performance, enforcement, the relationship between the parties, and any claims, demands, causes of action and disputes in any way arising out of or related to it, shall be governed, construed and interpreted under the substantive law (and the law of remedies, if applicable) of the State of Texas, except to the extent that mandatory laws, rules and regulations of the United States govern this Agreement.

19. Amendments. This Agreement, including the Rate Schedule and any Addendum to this Agreement, may only be amended by a writing specifically referencing this Agreement, and which amendment has been executed by Transplace and Customer.

20. Severability. If any term in this Agreement is found by a competent legal authority to be illegal or unenforceable in any respect, the validity and enforceability of the remainder of this Agreement will be unaffected.

21. Confidentiality. The parties hereto shall protect the confidentiality of all non-public information developed or received by either of them in connection with this Agreement. This Agreement and all such information developed or received in connection herewith shall be held in confidence by each party for the duration of this Agreement and for a period of three (3) years thereafter, unless prior written approval authorizing such disclosure is obtained from the other party or either party is required by law or governmental authority to disclose such information.

22. Non-Waiver. If either party fails to enforce or waives the breach of any term or condition of this Agreement, such action or inaction shall not operate as a waiver of any other breach of such term or condition, nor of any other part of this Agreement, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to this Agreement.

23. Binding Agreement. This Agreement shall inure to the benefit of and be binding upon Customer and Transplace and their respective heirs, administrators, successors, permitted assigns and legal representatives.