



CARRIER PROFILE

1. Company Name: _____
 Mailing Address: _____
 Freight Payment Address: _____
 (if different from above)
 Website Address: _____

Contacts	Name	Phone #	Fax #	E-mail
Accounting:				
Operations:				
Dispatch:				
Dispatch:				
Dispatch:				

2. Geographic area in which carrier operates: _____
 3. Carrier preferred lane: _____
 4. Amount of Equipment: _____ Tractors: _____ Trailers: _____
 5. Type and size of Trailers (Vans, Insulated, Refrigerated, etc.) _____

<u>Type</u>	<u>Length</u>	<u>Width</u>	<u>Height</u>	<u>Cubit Ft. Capacity</u>	<u>Max Weight</u>	<u>Number</u>
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Refrigerated _____

Dry _____

6. Type of Drivers (Company, Union, Own-Operators, Permanent lease, etc.) If combination of two or more, please list the percentage of each category. _____
 7. Pallet Exchange? _____

Please attach the following documents:

1. Certificate of Insurance
2. Certificate of Authority
3. W-9
4. Signed Contract

CONTRACT OPERATING AGREEMENT

THIS CONTRACT OPERATING AGREEMENT (this "Agreement") is entered into and made this _____ day of _____, _____ (the "Effective Date"), by and between FST Express, Inc., an Ohio Corporation ("BROKER"), and _____ ("CARRIER").

RECITALS

A. BROKER is engaged in the business of marketing and performing transportation and distribution services of various commodities as a duly licensed property broker authorized by the Interstate Commerce Commission in MC 245149 Sup 2, and is desirous of using the transportation services of CARRIER to perform such services for BROKER's customers to the extent, in the manner, and on the terms and conditions set forth in this Agreement.

B. CARRIER is providing such transportation services as an independent contractor, consistent with the provisions of the regulations set forth in Title 49 United States Code and Title 49 Code of Federal Regulations, and is ready, willing and able to provide the services specified in this Agreement, and acknowledges the accounts for which it will transport freight are customers of BROKER.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall be in effect for an initial term of one (1) year commencing on the Effective Date and shall be automatically renewed on the same terms and conditions set forth herein for additional one-year periods beginning on the first anniversary of the Effective Date unless either party hereto gives the other party written notice of its election not to renew this Agreement at least thirty (30) days prior to any such renewal date.

2. INDEPENDENT CONTRACTOR. The relationship of CARRIER to BROKER shall at all times be that of an independent contractor and nothing contained in this Agreement shall be construed to make either CARRIER or BROKER partners, joint venturers, principals, agents or employees of the other. No officer, director, employee, agent, affiliate or contractor retained by CARRIER to perform work on CARRIER's behalf under this Agreement shall be deemed to be an employee, agent or contractor of BROKER. Neither party hereto shall have any right, power or authority, express or implied, to bind the other. CARRIER, as an independent contractor, shall be responsible for furnishing all of the drivers, labor, equipment and supplies necessary to perform its transportation obligations hereunder. ~~CARRIER shall engage and employ and/or subcontract with such persons or entities as it deems necessary, it being understood and agreed that such persons or entities shall be considered employees or subcontractors of CARRIER only and shall be subject to employment, discharge, discipline and control solely and exclusively by CARRIER.~~ CARRIER shall indemnify and hold harmless BROKER and/or its subsidiaries, affiliates, directors, officers, employees, agents, representatives, customers, successors and assigns (collectively, "BROKER Indemnified Parties") from any claims or actions against

BROKER Indemnified Parties brought by CARRIER's employees, agents, representatives, subcontractors and/or customers.

3. SERVICES TO BE RENDERED. CARRIER agrees to provide the transportation services contemplated by this Agreement to BROKER on the terms and subject to the conditions set forth herein. BROKER shall request such transportation services by submitting to CARRIER a written service order in substantially the form attached to this Agreement as Exhibit A (each a "Service Order"). Each Service Order shall be delivered to CARRIER prior to CARRIER's acceptance of any shipment and shall set forth (a) the goods to be transported, (b) the date, time and location at which such goods shall be delivered to CARRIER, (c) the date, time and location of the final delivery destination of such goods, (d) the rates (\$ per mile, stop off charges, fuel surcharges) for such transportation services and (e) any other applicable information or transportation instructions. The parties hereto acknowledge and agree that this Agreement establishes the contractual framework for CARRIER's provision of such transportation services under the Service Orders and, except as expressly set forth in any Service Order, the provisions of this Agreement shall be incorporated into each Service Order and each Service Order shall be governed by, and shall be a part of, this Agreement. Rates and/or charges published by CARRIER or its subcontractors under known or unknown operating licenses or otherwise shall not be binding on CARRIER and shall have no application on shipments tendered to CARRIER or its subcontractors by BROKER under this Agreement.

FURTHERMORE: CARRIER acknowledges and agrees that CARRIER, or agents or assigns of CARRIER in any Bankruptcy or Chapter 11 proceedings, shall not attempt to hold any BROKER Indemnified Party liable for any freight rate undercharges, freight claims or any other charges.

FURTHERMORE: CARRIER (a) acknowledges and agrees that BROKER's customers have no obligation for payment of freight charges to CARRIER of whatever nature, (b) CARRIER acknowledges and agrees that CARRIER is precluded from pursuing collection against BROKER's customers for any services rendered subject to this Agreement and (c) CARRIER covenants and agrees that it will not pursue any collection activities against BROKER's customers for any services rendered subject to this Agreement.

FURTHERMORE: CARRIER acknowledges and agrees that payment by BROKER as to agreed rates shall constitute payments in full with no recourse against any BROKER Indemnified Party for freight rate undercharges, freight claim or any other charges by CARRIER or its subcontractors in any Bankruptcy or Chapter 11 proceedings.

4. INSURANCE LIABILITY; BROKER/SHIPPER PROTECTION: CARRIER agrees to assume any and all liability for, and hereby agrees to indemnify and hold harmless all BROKER Indemnified Parties for all losses, costs, expenses (including expenses of defending against legal proceeding by any person or entity, including, without limitation, CARRIER, CARRIER's employees or subcontractors, or CARRIER's insurer), damages, suits or claims for injuries to or death of any and all persons, and for fees of or damage to property, to whomsoever belonging, arising out of or related to CARRIER's activities and/or performance of it duties under this Agreement. CARRIER agrees to purchase and carry during the term of this

Agreement and any extension thereof, policies of insurance from insurance companies acceptable to BROKER to meet the following requirements:

- (A) General and/or General Liability, including, without limitation, blanket contractual liability that applies to this Agreement in limits not less than \$1,000,000 combined single limit for bodily injury and property damage. This policy must name BROKER as an additional insured and a copy of the endorsement evidencing such must be supplied to BROKER;
- (B) Trucker's Automobile Liability policy with limits of not less than \$1,000,000 estimated single limit. This policy must name BROKER as an additional insured and a copy of the endorsement evidencing such must be supplied to BROKER;
- (C) Broad Form Motor Truck Cargo coverage with a limit not less than \$250,000 per truck load. This policy must include the perils of refrigeration break down and theft (including theft and conversion by employees, agents, representatives, brokers or independent contractors of CARRIER). A copy of this policy must be provided to BROKER and approved. This policy must name BROKER as an additional insured and a copy of the endorsement evidencing such must be supplied to BROKER;
- (D) Workers' Compensation with limits as required by the law of the states in which transportation services shall be performed protecting and covering CARRIER and its employees in such amounts as are required by the statutes of said states; and
- (E) Employer's Liability (Stop Gap) coverage with limits not less than:
 - Bodily Injury by Accident \$100,000 each accident
 - Bodily Injury by Disease \$500,000 policy limit
 - Bodily Injury by Disease \$100,000 each employee

This policy must name BROKER as an additional insured and a copy of the endorsement evidencing such must be supplied to BROKER.

If any federal, state or local government regulatory body shall prescribe minimum amounts of insurance in excess of the amounts as prescribed herein or in the appendices made a part of this Agreement, if any, such required insurance minimums shall take precedence and apply to this Agreement.

Copies or fax transmission of insurance policies, with all riders, endorsements, or other attachments or arrangements evidencing these limits must be provided to BROKER before any shipments will be tendered to CARRIER. Certificates of insurance and policies must both provide for a guaranteed notification to BROKER at least thirty (30) days prior to any material change or cancellation. CARRIER has the additional duty to also immediately notify BROKER of any such changes or cancellation.

Acceptance of shipments by CARRIER after cancellation or material change of insurance coverage shall result in forfeiture of payment of freight charges for the shipments accepted.

5. PROPERTY DAMAGE AND CARGO LOSS; CARGO INSURANCE. CARRIER shall have the sole and exclusive care, custody and control of all of BROKER's customers' property from the time it is delivered to CARRIER for transportation until delivery to the receiver. CARRIER assumes full and absolute responsibility for any and all damage to or loss of said property while in CARRIER's care, custody or control. Consistent herewith, CARRIER agrees to purchase and carry during the term of this Agreement and any extensions hereof policies for Broad Form Motor Truck Cargo Insurance, including, without limitation, refrigeration break down, insuring each shipment CARRIER transports hereunder in the amount of its full value, plus applicable paid freight charges.

6. BROKER'S SURETY BOND. BROKER agrees to keep a Surety Bond, as required by the Interstate Commerce Commission, if any, in effect during the term of this Agreement and any extension thereof. BROKER agrees to furnish CARRIER proof of such required Surety Bond and operating authority when reasonably requested by CARRIER.

7. PAYMENTS. For all charges or other sums payable under this Agreement, CARRIER shall invoice BROKER by means of mail or electronic transfer of documentation. BROKER shall pay the undisputed amount so invoiced by means of mail or electronic transfer of funds within thirty (30) days after the receipt of such invoice provided CARRIER has included the necessary signed proof of delivery or deliveries or other documents issued by the owner or receiver of transported property. BROKER may, in good faith, dispute the correctness of any invoice, or any adjustment to an invoice, rendered under this Agreement or adjust any invoice for any arithmetic or computational error within six (6) months after the date the invoice, or adjustment to an invoice, was rendered. If an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to CARRIER, and CARRIER shall continue to perform its obligations under this Agreement. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within ten (10) business days of such resolution. Inadvertent overpayments shall be immediately returned upon request or deducted by BROKER from subsequent payments. Any dispute and any associated claim for overpayment or underpayment with respect to an invoice is fully waived and released unless the other party is notified in accordance with this Section 7 within six (6) months after the date the party received the applicable invoice pursuant to the provisions of this Agreement. If an invoice is not rendered within six (6) months after the close of the month during which performance occurred, the right to payment for such performance is also fully waived and released.

8. MINIMUM AND MAXIMUM TRANSPORTATION. BROKER agrees to tender to CARRIER not less than four (4) truck loads of freight annually.

9. ACCOUNT PROTECTION. CARRIER understands and agrees that BROKER and its subsidiaries and affiliates have put forth substantial effort and investment in order to develop their respective businesses and customer accounts and that CARRIER may, in its performance of services under this Agreement, become familiar with trade secrets and other secret and confidential information regarding the business, customers and affairs of BROKER and its subsidiaries and affiliates. Therefore, in further consideration of the compensation to be paid to CARRIER hereunder, CARRIER covenants and agrees that it will at no time, either directly or

indirectly, during the term of this Agreement and for a period of one (1) year after the effective date of the expiration or any termination of this Agreement:

- (A) solicit or attempt to solicit, divert, by-pass, back solicit or perform any transportation service for any customer account of BROKER and/or its subsidiaries or affiliates that BROKER and/or its subsidiaries or affiliates has secured and had previously tendered to CARRIER for transportation;
- (B) solicit any employee, consultant, representative or agent to terminate his, her or its relationship with BROKER and/or its subsidiaries or affiliates or in any way interfere with such relationship;
- (C) induce or attempt to induce any customer, supplier, licensee, licensor or other business relation of BROKER and/or its subsidiaries or affiliates to cease doing business with BROKER and/or its subsidiaries or affiliates, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and BROKER and/or its subsidiaries or affiliates (including, without limitation, making any negative statements or communications about BROKER and/or its subsidiaries or affiliates to such persons or entities); or
- (D) hire any employee, consultant, representative or agent of BROKER and/or its subsidiaries or affiliates, unless such person or entity has ceased to be such for at least six (6) months prior to such hiring.

Each of BROKER and CARRIER agree and acknowledges that it would be difficult and costly to establish the amount of damages suffered by the BROKER upon a breach by CARRIER of the provisions of this Section 9. As a result, in addition to any other remedies BROKER may have, including, without limitation, injunctive relief or other equitable remedies, CARRIER agrees to pay BROKER a commission of twenty (20) percent of all revenues billed to any account of BROKER, in violation of any of the foregoing, and such commission shall be due and payable within ten (10) days after the billing date.

10. CONTINUITY OF SERVICE. CARRIER acknowledges and agrees that the timely and complete performance of its obligations pursuant to this Agreement is critical to the business and operations of BROKER. Accordingly, in the event of a dispute between CARRIER and BROKER, CARRIER shall continue to perform its obligations under this Agreement in good faith during the resolution of such dispute unless and until this Agreement, or the applicable Services Order, is terminated in accordance with the provisions hereof.

11. TIME OF ESSENCE. CARRIER acknowledges and agrees that time is of the essence in the performance of its services under this Agreement, and that any delay in transportation of shipments will cause great damage to the BROKER and BROKER's customers.

12. DELAYS IN TRANSPORTATION. CARRIER agrees to perform transportation services by delivering to the places and not later than the dates and times listed on the applicable Service Order. Notwithstanding any other provision to the contrary in the bill of lading, manifest, freight bill or Service Order, CARRIER agrees to be responsible for any and all damages resulting from any delay or failure to meet the requirements in the scheduling,

including, without limitation, consequential and incidental damages. CARRIER further agrees it will immediately notify BROKER by telephone upon any event indicating that there would be any delay in transportation. CARRIER further agrees to fully cooperate with BROKER and BROKER's customers to avoid or mitigate any transportation delay. When a shipment is partially or wholly refused or rejected by the receiver, or CARRIER is unable to deliver it for any reason, CARRIER shall promptly notify BROKER in order to receive disposition instructions. Until such disposition instructions are received, CARRIER shall place the shipment in a public warehouse under BROKER's name or in its terminal or storage facility under reasonable security, shall keep such shipment at the temperature specified in the Service Order, if applicable, and provide written notice of such act to BROKER. CARRIER shall have no right to sell, auction or otherwise dispose of any property tendered to it that is undeliverable, without providing written notice of such intent to BROKER at least thirty (30) days in advance of such sale, auction or other disposition.

13. CONFIDENTIALITY. The parties hereto recognize BROKER's interest in maintaining the confidential nature of the trade secrets and proprietary and other business and commercial information of BROKER and its subsidiaries and affiliates. In consideration thereof, and except in connection with its duties hereunder, CARRIER will not at any time (during the term of this Agreement or thereafter), directly or indirectly, publish, disclose or use, or authorize anyone else to publish, disclose or use, any secret or confidential matter, proprietary information, trade secrets or other information not in the public domain that is obtained by CARRIER during the term of this Agreement relating to any aspect of the operations, activities, customers, research, investigations or obligations of BROKER and/or its subsidiaries or affiliates. Notwithstanding the foregoing, the confidentiality obligations of this Section 13 shall not apply to information that CARRIER is compelled to disclose by judicial or administrative process, or, in the opinion of legal counsel, by mandatory requirements of law. Should disclosure of any such information be required by law, or sought or ordered to be made in connection with any litigation before or by any court or administrative agency having jurisdiction over CARRIER, CARRIER shall: (a) promptly use its best efforts to obtain the entry by such court or agency of a protective order limiting the use of such information to the purposes of such litigation, proceeding or investigation and forbidding public disclosure of such terms or information; and (b) promptly notify BROKER that such disclosure has been sought or ordered. CARRIER shall not oppose an attempt by BROKER to intervene in any such litigation, proceeding or investigation for the purpose of protecting the confidentiality of any information. CARRIER shall not reveal such information to any advisor, consultant or agent retained by it until such advisor, consultant or agent has agreed in writing to protect the confidentiality thereof.

14. OWNERSHIP OF RECORDS. All records, files, data, information, documents and the like relating to the operations, activities, customers, research, investigations or obligations of BROKER and/or its subsidiaries or affiliates shall at all times be and shall remain the sole property of BROKER and/or its subsidiaries or affiliates. Upon the expiration or earlier termination of this Agreement, CARRIER shall not retain and shall return to BROKER any and all records, files, data, information, documents and the like in CARRIER's possession or under CARRIER's control.

15. LEGAL COMPLIANCE. CARRIER covenants and agrees to abide by all applicable laws, regulations, ordinances and other rules of local, state and federal governments or other

public authorities or agencies in the performance of its obligations under this Agreement, including, without limitation, those laws and regulations relating to the operation of commercial vehicles and transportation of goods. Without limiting the foregoing, CARRIER covenants and agrees during the term of this Agreement to obtain and maintain in full force at its sole cost and expense any and all permits or other governmental approvals that are necessary or required for the performance of its obligations under this Agreement.

16. CARRIER REPRESENTATIONS. CARRIER hereby represents and warrants to BROKER that (a) it has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, (b) the execution, delivery and performance of this Agreement by CARRIER has been duly authorized by CARRIER and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which CARRIER is a party or by which CARRIER is bound and (c) upon the execution and delivery of this Agreement by BROKER, this Agreement shall be the valid and binding obligation of CARRIER, enforceable in accordance with its terms.

17. DEFAULT; TERMINATION. BROKER may terminate this Agreement in its sole discretion upon five (5) days' prior written notice in the event of any of the following defaults:

- (A) CARRIER admitting in writing, to any party and in any context, the inability to pay its debts generally as they become due;
- (B) CARRIER becoming insolvent or consenting to the appointment of a receiver (or other similar official) of itself or of the whole of any substantial part of its property;
- (C) CARRIER breaching or failing to comply with any provision of this Agreement;
or
- (D) BROKER having reason to believe that CARRIER cannot adequately perform its obligations under this Agreement or CARRIER's failure to meet delivery day and time requirements.

Notwithstanding the foregoing, immediate and automatic termination of this Agreement will occur if either of the following takes place:

- (X) CARRIER's filing of a petition in bankruptcy or petition to take advantage of any insolvency act; or
- (Y) CARRIER making an assignment for the benefit of its creditors or a petition in bankruptcy being filed against CARRIER or it being adjudicated as bankrupt in a court of competent jurisdiction.

18. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any other agreement between the parties (whether oral or written) with respect to the subject matter hereof is hereby terminated.

19. SEVERABILITY. Each section, subsection and paragraph of this Agreement constitutes a separate and distinct provision hereof. It is the intent of the parties hereto that the

provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applicable in each jurisdiction in which enforcement is sought. Accordingly, if any provision of this Agreement as applied to any party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other provision of this Agreement, the application of such provision in any other circumstance, or the validity or enforceability of this Agreement. If any such provision, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the parties hereto agree that the court making such determination will have the power to reduce the duration and/or area of such provision, and/or to delete specific words or phrases, and in its reduced form such provision will then be enforceable and will be enforced.

20. NOTICES. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (a) when delivered personally to the recipient, (b) one (1) day after being sent to the recipient by reputable overnight courier service (charges prepaid), (c) upon machine-generated acknowledgment of receipt after transmittal by facsimile or (d) five (5) days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid. Such notices, demands and other communications shall be sent to the parties at the following addresses (which addresses and persons to be notified may be changed upon written notice given pursuant to this Section 20):

IF TO BROKER:

FST Express, Inc.
2040 Atlas Drive
Columbus, OH 43228
Attn: Clay Stanger
Phone: (614) 529-7900
Facsimile: (614) 529-7913
Fed. ID: 31-1362165

IF TO CARRIER:

21. AMENDMENTS; WAIVER. No change to or modification of this Agreement shall be valid unless the same is in writing and signed by all parties hereto. The failure of any party hereto to insist on performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the parties with respect thereto shall continue in full force and effect.

22. INTERPRETATION. The captions at the beginning of the several sections and subsections of this Agreement are not a part of the context hereof but are merely labels to assist in locating and reading those sections and subsections and they shall be ignored in construing this Agreement. The parties hereto have participated jointly in the negotiation and drafting of

this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

23. APPLICABLE LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, without regard to its conflicts of law doctrine.

24. VENUE; JURISDICTION. Any claim, counterclaim, demand, cause of action, dispute and/or controversy arising out of or relating to this Agreement or in any way relating to the subject matter of this Agreement involving the parties hereto or their representatives, even if such disputes allegedly are extra-contractual in nature, whether in contract, tort or otherwise, or arising under state or federal law, shall be resolved by an action to resolve the question or controversy filed only and instituted and maintained only in any State or Federal Court of competent jurisdiction located in the State of Ohio. The parties hereto each consent to service of process in any action or proceeding brought against such party relating to this Agreement or the transactions contemplated hereby by means of United States Postal Service registered mail, return receipt requested, to the addresses set forth in Section 20. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND ANY LIMITATION ON JURISDICTION OF SUCH COURT ON ACCOUNT OF THE PLACE OR DOMICILE OF SUCH PARTY.

25. WAIVER OF JURY TRIAL. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

26. REMEDIES. Inasmuch as any breach of, or failure to comply with this Agreement will cause serious and substantial damage to BROKER, if CARRIER should in any way breach or fail to comply with the terms of this Agreement, BROKER shall be entitled to an injunction (without posting a bond or other security) restraining CARRIER from such breach or failure. All remedies expressly provided for in this Agreement are cumulative of any and all other remedies now existing at law or in equity. In addition to the remedies herein provided, any party hereto shall be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity, including, without limitation, the specific performance of the covenants contained herein. Resort to an remedy provided for hereunder or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies, or preclude the recovery of monetary damages.

27. ATTORNEY'S FEES; COURT COSTS. If either party hereto seeks to enforce any part of this Agreement (including, without limitation, cargo loss or damage claims and freight claims) in a lawsuit or other proceeding, the prevailing party in such lawsuit or proceeding shall be entitled to collect from the other party hereto such prevailing party's reasonable costs and

expenses incurred in connection with such lawsuit or proceeding, including, without limitation, reasonable attorneys' fees and court costs.

28. ASSIGNMENT; BINDING EFFECT; NO THIRD-PARTY BENEFICIARIES. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no right, obligation or liability of CARRIER shall be assignable (by operation of law or otherwise) without the prior written consent of BROKER, which consent may be withheld solely in the discretion of BROKER. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any third party any legal or equitable rights hereunder.

29. FURTHER ASSURANCES. At any time or from time to time after the Effective Date, each party hereto will, upon the reasonable request of the other party hereto, execute and deliver any further instruments or documents, and exercise commercially reasonable efforts to take such further actions as may reasonably be required, to fulfill and implement the terms of this Agreement.

30. COUNTERPARTS. This Agreement may be executed in several counterparts (including by means of facsimile signature pages) and all executed counterparts shall constitute one agreement, binding on all parties hereto, even though all parties hereto have not executed the original of the same counterpart.

[remainder of page intentionally left blank — signatures follow]

IN WITNESS WHEREOF, BROKER and CARRIER have caused their duly authorized representatives to execute and deliver this Agreement as of the Effective Date.

BROKER:

FST Express, Inc.

By: Clay Stanger
Name: CLAY STANGER
Title: OPERATIONS

CARRIER:

By: _____
Name: _____
Title: _____

PM-25
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION
LICENSE

SERVICE DATE
JUN 10 1994

No. MC 245149 (Sub-No. 2)

FST EXPRESS, INC.
COLUMBUS, OH

This License is evidence of the applicant's authority to engage in operations as a broker.

This authority will be effective as long as the broker maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043) and the designation of agents upon whom process may be served (49 CFR 1044). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or will be, attached to this privilege.

The service to be performed is described on the reverse side of this document.

By the Commission.

SIDNEY L. STRICKLAND, JR.
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

EXECUTED IN DUPLICATE

CNA SURETY

CONTINENTAL CASUALTY COMPANY

CONTINUATION CERTIFICATE

CONTINENTAL CASUALTY COMPANY

hereby continues in force Bond No. 000847835 briefly described

as ICC BOND

MC 245149

for FST EXPRESS, INC.

_____, as Principal,

United States of America Gsa

_____, as Obligee,

in the sum of TEN THOUSAND AND NO/100 Dollars, for the term

beginning February 23, 2009, and ending February 23, 2010,

subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of _____

CONTINENTAL CASUALTY COMPANY

under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 12 day of January, 2009.

CONTINENTAL CASUALTY COMPANY

By Cheryl Stomper

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

EXECUTED IN DUPLICATE

CNA SURETY

CONTINENTAL CASUALTY COMPANY

CONTINUATION CERTIFICATE

CONTINENTAL CASUALTY COMPANY

hereby continues in force Bond No. 000847835 briefly described

as ICC BOND

MC 245149

for FST EXPRESS, INC.

_____, as Principal,

United States of America Gsa

_____, as Obligee,

in the sum of TEN THOUSAND AND NO/100 Dollars, for the term

beginning February 23, 2009, and ending February 23, 2010,

subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of _____

CONTINENTAL CASUALTY COMPANY

under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 12 day of January, 2009.

CONTINENTAL CASUALTY COMPANY

By Cheryl Stomper

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Credit References

FST - Franklin Specialty Transport, Inc. (Nationwide LTL services)
700 Harrison Drive, Columbus, OH 43204-3513 614-351-3333

Bank - National City Bank, 155 East Broad Street, Columbus, OH 43215
Brian Emmerling, 614-463-7275 Acct #000521-634

Trade - K & B Transportation, PO Box 1445, Sioux City, IA 51102
Cory Ackerman, 402-494-3459
Patterson Freight Systems, Inc, PO Box 3838, Plant City, FL 33563
Willie Wilson, 812-936-7329
Randy Azbell Trucking, PO Box 190, Williamsport, OH 43164
Pat @ 614-875-7254

FEX - FST Express, Inc. (Nationwide Truckload services)
2040 Atlas Street, Columbus, OH 43228-9645 614-529-7900

Bank - National City Bank, 155 East Broad Street, Columbus, OH 43215
Brian Emmerling, 614-463-7275 Acct #0000521-626

Trade - K & B Transportation, PO Box 1445, Sioux City, IA 51102
Cory Ackerman, 402-494-3459
FYDA, 1250 Walcutt Rd, Columbus, OH 43228
Barb Luttrell, 614-851-0002
WW Williams Inc, Dept L -303, Columbus, OH 43260
614-527-9400

REN - FST Warehouse Services (Warehousing & Distribution services)
5400 Renner Road, Columbus, OH 43228-9744 614-878-8777

Bank - National City Bank, 155 East Broad Street, Columbus, OH 43215
Brian Emmerling, 614-463-7275, Acct #000521-618

Trade - J. R. Campbell Equipment Co., 3660 Parkway Lane, Hilliard, OH 43026
Chris Campbell, 614-876-0132
Dawson Personnel Systems, Inc., 383 E. Broad St., Columbus, OH 43215
614-431-2461
McCormick Equipment, 112 Northeast Drv, Loveland, OH 45140
513-677-8888

Request for Taxpayer Identification Number and Certification

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
FST Express, Inc

Business name, if different from above
dba FST Logistics, Inc

Check appropriate box: Individual/
 Sole proprietor Corporation Partnership Other Exempt from backup
 withholding

Address (number, street, and apt. or suite no.) _____
 City, state, and ZIP code _____

List account number(s) here (optional) _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
3	1	1	3	6	2	1	6	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Date **3/30/09**

Purpose of Form
 A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,