

BROKER:

**CDC LOGISTICS, L.C.
16500 EAST TRUMAN ROAD
INDEPENDENCE, MO 64051
BROKER LICENSE NO. MC-554961-B**

CONTINUING CONTRACT CARRIER AGREEMENT

CARRIER:

This Agreement is made by and between CDC LOGISTICS, L.C. of Independence, Missouri ("Broker"), and _____, ("Carrier").

1. Carrier states that it is authorized by the Federal Motor Carrier Safety Administration ("FMCSA") in Docket No. MC _____ authorizing transportation between points in the United States (except Alaska and Hawaii) under continuing contract(s) with Brokers, commercial shippers or receivers of such commodities.

2. Carrier agrees that it will transport shipments directed to it by Broker according to the terms, rates and charges set forth in the rate description attached hereto as Appendix "A", agreed to between the Carrier and Broker. Said charges may be amended from time to time by mutual consent, acknowledged in writing by the parties or by the mailing or electronic transmission of such adjustments and rates, effective the date of such written consent or transmission or electronic mailing or confirmation.

3. Broker agrees to tender to Carrier, and Carrier agrees to transport for Broker's customers, a minimum of one (1) shipment per year during the term of this Agreement.

4. Broker agrees to pay Carrier for transportation services performed pursuant to this Agreement within Thirty (30) days of the receipt of the Carrier's statement of freight charges and proof of delivery without exception.

5. Broker and Carrier agree and acknowledge that it is the responsibility of Carrier to file any schedule, charge or rate confirmation for any shipment transported pursuant to this Agreement and neither Broker nor Broker's customers' customers shall have any liability to Carrier for the payment of any freight rate to Carrier other than that initially agreed to for the transportation service provided. Carrier understands and agrees that Broker shall invoice its customers for the freight movements transported by Carrier at rates which exceed the rates and charges charged by Carrier to Broker. Carrier agrees that receipt by Broker of its customer's payments shall constitute a specific condition precedent to Broker's obligation to pay Carrier for the transportation of any shipment.

6. Carrier agrees that it shall look exclusively to Broker for payment of all freight invoices, and, under no circumstances shall Carrier make any demand upon any shipper or consignee of the traffic transported pursuant to this Agreement for payment of such charges.

7. Carrier agrees that on all such shipments, it shall be responsible, pursuant to federal regulations, for cargo claims resulting from loss or damage or from breach of any Bill of Lading Contract with respect to traffic transported pursuant to this Agreement, and that Carrier shall indemnify Broker and hold Broker harmless therefor.

8. Broker and Carrier acknowledge that Carrier represents itself capable of providing call-upon-demand service which is designed to meet the distinct needs of Broker and Broker's customers for responsible direct, single-line service of Carrier in safe, modern trailer equipment. Carrier agrees to provide suitable equipment dedicated to the exclusive use of Broker's customers for shipments arranged by Broker pursuant to this Agreement. Carrier relies upon the marketing skills of Broker to produce a sufficient volume of traffic to allow Carrier to profitably operate at the revenue levels derived from its traffic.

9. This Agreement is not exclusive to either party. Carrier may transport property for any shipper and Broker may utilize the services of any other carrier. Carrier recognizes that Broker's customer accounts are a valuable business asset to Broker and Carrier agrees not to directly solicit any shipper or receiver, or to transport shipments for such an account for whom or which Carrier first transported shipments at the request of Broker without utilizing Broker during the term of this Agreement and for one (1) year thereafter. In the event Carrier breaches this provision, Carrier agrees to account for all revenues derived from such Shipper or Receiver, and to pay Broker a commission for twelve (12) months from the initial breach, equal to ten percent (10%) of the gross revenues received from such account.

10. This Agreement shall continue to be in effect until either party terminates the same by giving thirty (30) days' prior written notice to the other party. This Agreement shall be retained by Carrier and Broker for the duration of this Agreement and for a minimum of three (3) years thereafter.

11. Carrier warrants as follows with respect to Broker and with respect to any customers of Broker (hereinafter "Shipper" or "Shippers"):

A. Carrier agrees to provide motor vehicles and equipment (collectively the "Equipment") for use in the transportation of the Products hereunder which are clean, sanitary and in good working condition and which comply with appropriate laws, rules and regulations. Carrier will bear all expenses relating to procuring, operating and maintaining the Equipment in accordance with the terms of this Agreement.

B. Carrier will provide only competent, able and legally qualified drivers to operate the Equipment and will ensure said drivers have been trained in the proper care and operation of the Equipment and the handling of the Products. Carrier's drivers shall meet all current and future Department of Transportation qualifications including medical and drug and alcohol standards. Any employee of Carrier who is medically unfit for duty will not be assigned or permitted to perform services hereunder. For purposes of this Agreement, any Carrier employee who tests positive for drugs or alcohol will be deemed medically unfit for duty.

C. Carrier will be responsible for auditing of driver log books and will ensure the day-to-day completion of the driver log books.

D. Carrier represents and warrants that it has the necessary permits from the appropriate governing state and federal authorities. Carrier will, at its own expense, procure, and at all times during the term of this Agreement, maintain, all necessary permits, licenses and operating certificates required to perform the transportation and other services contemplated hereunder, and shall abide by all applicable laws, regulations, ordinances and other rules of any local, state or federal government or subdivision thereof, and shall defend, indemnify and hold Shipper harmless from and against any and all liability or penalty which might be imposed as a result of or arising out of Carrier's breach of its obligation.

E. Carrier agrees to accept shipments of Products tendered to it by Broker or Shipper or others on behalf of Shipper and to load, transport, unload and delivery such Products promptly and efficiently to customers designated by Broker or Shipper. Each shipment shall be evidenced by a receipt in a form specified by Shipper, signed by Carrier and the customer receiving the shipment, showing the kind and quantity of Product received and delivered by Carrier at the Origin and Destination Locations, respectively. Absence or loss of such receipt form, however, shall not relieve Carrier of responsibility for the cargo delivered to it.

F. Carrier agrees to cooperate with Broker or Shipper in order to accomplish the prompt and efficient transportation of Products.

G. Carrier agrees to indemnify and hold harmless Shipper, its employees or agents, from any and all claims, damages, liabilities, costs and expenses (including attorneys' fees) arising from Carrier's performance, attempted performance or failure to perform its obligations, or arising from negligence or reckless or willful misconduct of Carrier or its employees or agents.

H. Carrier will be liable to Broker or Shipper for loss or damage to any Products transported by Carrier. Such liability shall begin at the time Product is loaded upon Carrier's equipment at the Origin Location and shall continue until Product is delivered to and accepted at the Destination Location. The liability for loss shall be that of a common carrier.

I. (i) Carrier guarantees that Product transported to or on behalf of Shipper, which term includes any subsidiary of Shipper, or any partnership in which Shipper has an equity interest, shall be transported in a manner that is in compliance in all respects with the Federal Food, Drug and Cosmetic Act and the Sanitary Food Transportation Act of 1990, as the same may be amended from time to time, and in compliance with any other applicable federal, state or local laws.

(ii) Carrier further guarantees to assume legal responsibility for any claim made upon Shipper, arising out of or resulting from the use of any product transported by the Carrier if such claim is based in whole or in part on the undersigned Carrier's act or omission.

(iii) Carrier further agrees to indemnify and hold harmless Shipper, from any and all liability, claims, damages, fines, penalties, costs and expenses (including attorneys' fees) arising out of or resulting from a breach of this guaranty.

(iv) In giving this guarantee, the undersigned carrier assumes responsibility for any act or omission of its agents, independent contractors, or those acting under the carrier's direction.

J. Carrier will procure and maintain in force, at its own expense, throughout the term of this Agreement, with a responsible company or companies acceptable to Broker or Shipper:

(i) comprehensive general liability insurance, including products, completed operations and contractual liability in amounts not less than \$1 million combined single limits (\$5 million if any of the Products to be transported are hazardous);

(ii) comprehensive automobile liability in amounts not less than \$1 million combined single limits (\$5 million if any of the Products to be transported are

hazardous);

(iii) cargo insurance in amounts sufficient to cover Carrier's liability under Section 11 hereof; and

(iv) workers' compensation insurance in accordance with state and federal requirements and employer's liability coverage with limits of not less than \$500,000.

12. Carrier shall provide Broker with a Certificate of Insurance, indicating full compliance with the insurance provisions stated above, and such certificate or the underlying policies shall provide for an advance notice of thirty (30) days of any alteration, change or cancellation of such policies. Irrespective of the practicality of the foregoing, Carrier will agree to furnish Broker or Shipper with certificates of its insurance coverage satisfactory to Broker or Shipper, along with exact copies of any "additional insured" endorsements obtainable, prior to the commencement of any services for Broker or Shipper.

Dated this _____ day of _____, 2006.

CDC LOGISTICS, L.C.
("Broker")

("Carrier")

By: _____

By: _____

Title: _____

Title: _____