

DRAYAGE MASTER TRANSPORTATION CONTRACT

THIS AGREEMENT made and entered into at Salt Lake City, Utah this _____ day of _____, 2007 between Central Refrigerated Service Inc, a Utah Corporation, Federal I.D. No. 75-3033201, P.O. Box 26297, Salt Lake City, Utah 84126-0297, hereinafter referred to as "Central," and _____ hereinafter referred to as "Carrier."

WITNESSETH:

WHEREAS, Carrier possesses the expertise, qualified personnel, facilities, equipment and underlying authority to properly and lawfully transport freight by motor vehicle for hire; and WHEREAS, Central contracts for the transportation of freight under contractual arrangements with various consignors and consignees (hereinafter "Customer");

WHEREAS, Carrier is a motor carrier and/or contract carrier authorized to operate in intra-provincial, interstate and/or intrastate transportation and has all requisite operating authorities, certificates, permits and licenses, and registrations required to perform the services, copies of all of which are attached hereto as Appendix A; and WHEREAS, Central desires to engage the services of Carrier for transportation of Customer's freight as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and mutual benefits to be derived by the Parties from this Agreement and the mutual promises made and exchanged between the Parties, the Parties do hereby covenant and agree as follows:

1. Transportation and Related Services.
 - 1.1 Commencement of Services. No commitment to obtain transportation and related services from Carrier is made by Central except by Central's issuance of a shipping document (e.g., bill of lading, shipping notice or shipping order) in either written or electronic form. All shipping documents issued by Central shall be subject to the terms and conditions of this Agreement and the applicable rates and changes then in effect. Carrier agrees to retain a copy of this Agreement for three (3) years after termination of this Agreement, and all shipping documents for three (3) years after the movement of the shipment.
 - 1.2 Performance of Services. Carrier agrees to provide the transportation and related services set forth in this Agreement as a motor common carrier for the rates and charges in effect from time to time and as initially set forth in Appendix B attached hereto. The freight charges shall be subject to a fuel surcharge as set forth on Appendix C. The fuel surcharge will be billed as a separate charge on the freight bills. The Parties agree that such rates and charges may be modified by Central at its sole discretion upon ten (10) days prior notice. Carrier shall safely transport Customer's freight without delay in a competent and efficient manner and within the restrictions and requirements of Customer and of the applicable railroad. Carrier will protect and preserve all cargo.

All occurrences which would be probable or certain to cause delay shall be immediately communicated to Central by Carrier. Under no circumstances will Carrier render services beyond the scope of its registration and authority. Carrier has accurately and completely provided the Carrier Profile information required by Central and attached hereto as Appendix D.

1.3 Refrigerated Trailer Fueling and Monitoring. Origin Ramp - Carrier will ensure that Central's trailers are dropped at railroad facilities with a minimum of $\frac{3}{4}$ tank of fuel. Destination Ramp - Carrier is required to ensure that refrigerated trailer fuel levels do not fall below $\frac{1}{4}$ tank when under the Carriers control. Carrier agrees to notify Central in the event that the refrigerated unit is not running properly. Carrier is never to deliver a refrigerated load to a customer, when the temperature of the load has a variance of 5 degrees or more from the temperature stated on the bill(s) of lading. Carrier is to contact Central immediately, when such temperature variances occur. In such events, Central will issue instructions to Carrier.

1.4 Non-Exclusive Dealing. This Agreement does not grant Carrier an exclusive right to perform transportation and related services for Central or its Customer. Central does not guarantee any specific amount of shipments, tonnage, or revenue to Carrier, and Central's anticipated requirements are projections only and are not firm commitments by Central.

1.5 Communication. Carrier, at its sole cost and expense, will provide Central with prompt regular status reports, including notification of arrival for pick-up, effective time of pick-up, arrival at delivery point, and completion of delivery.

2. Term.

2.1 The term of this Agreement shall commence on the Effective Date, shall continue for a period of One (1) year, and shall thereafter automatically extend for additional, consecutive one (1) year terms unless any such term is terminated at the end of such term after receipt of prior written notice of at least sixty (60) days received prior to the end of the applicable term. Central may immediately terminate this Agreement by written notice to the Carrier if Carrier fails to perform its obligations under any shipping documents or breaches any term, condition or covenant of this Agreement and Carrier has received thirty (30) days prior written notice of such breach and fails to cure such breach within that time. Central may terminate immediately this Agreement by written notice to Carrier if Carrier fails to maintain any licenses, certificates, permits and authorizations required by any local, state or federal agency or if Carrier fails to comply with any laws and regulations applicable to or governing the services provided hereunder or if Carrier fails to maintain the insurance or safety rating required by this Agreement.

Carrier may terminate this Agreement if Central breaches any material term condition or covenant of this Agreement and Central has received thirty (30) days prior written notice of such breach and Central fails to cure such breach within that time.

3. Compliance with Applicable Laws and Regulations.

3.1 Authority. Carrier agrees to comply with the applicable provisions of all provincial, federal, state and/or local laws and ordinances and all orders, rules and regulations issued thereunder and any provision, representation or agreement, or contractual regulations issued thereunder and any provision, representation or agreement, or contractual clause required thereby to be included or incorporated by reference or by operation of law in this Agreement.

Without limiting the foregoing, Carrier shall, at Carrier's sole cost and expense, comply with all statutes, rules and regulations (including any applicable customs and security laws and obtaining all permits and licenses) applicable to intraprovincial, interstate and/or intrastate transportation by motor vehicles which are necessary for Carrier to provide the transportation and related services to Central under this Agreement and each shipping document. Carrier represents and warrants that it has a "satisfactory" safety rating issued by the U.S. Department of Transportation and that Carrier shall maintain such a rating during the term of this Agreement. Carrier shall notify Central in writing immediately upon issuance of a safety rating of less than "satisfactory".

3.2 Non-Discrimination. Carrier agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or disability, and shall comply with all laws, regulations and executive orders pertaining to equal employment opportunities and affirmative action to which Carrier may directly or indirectly be subject.

3.3 Safe Transportation. Carrier will not accept any shipment from Central or Customer if that shipment would require Carrier or any of its agents, employees or subcontractors to exceed or violate any speed or safety laws or related regulations.

4. Relationship.

4.1 Independent Contractor. Carrier understands and agrees that Carrier is an independent contractor of Central and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement.

Carrier assumes full responsibility for the payment of all wages, fees, local, state, federal and intraprovincial payroll taxes, and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related protection, and any and all other expenses with respect to the persons engaged in the performance of transportation and related services for Carrier in connection with this Agreement, and Carrier shall indemnify, defend and hold Central and its Customer harmless therefrom. Carrier shall provide Central with Carrier's Federal Tax ID number and attach a copy of Carrier's IRS Form W-9 to this Agreement as Appendix D.

4.2 Drivers. Carrier agrees to provide legally and properly qualified, trained and licensed drivers and other personnel to perform the transportation and related services under this Agreement in a safe, efficient and economical manner. Carrier personnel (whether agents, employees or independent contractors of Carrier) shall conduct themselves in a professional manner at all times, and shall comply with all of (i) Customer's plant rules and regulations while on Customer's premises and (ii) all of the applicable railroad's rules and regulations while on the railroad's premises. Any Carrier personnel who does not comply with all of Customer's plant rules and regulations may have their loads rejected and may be directed to immediately leave the Customer's premises at the exclusive risk and expense of Carrier. Any Carrier personnel who does not comply with all of the applicable railroad's rules and regulations may be excluded from and may be directed to immediately leave the railroad's premises at the exclusive risk and expense of Carrier.

4.3 Equipment. Carrier agrees to provide (except for trailers, containers and chassis), operate and maintain in safe and good working condition and repair motor vehicles and all related equipment (including the trailers, containers and chassis) necessary to perform the transportation and related services under this Agreement in a safe, efficient and economical manner and consistent with any applicable statutes, rules and regulations. All equipment furnished by Carrier shall meet the appropriate specifications and shall be clean, dry and free of any defects or contaminating odor, have not been used to transport garbage, trash, hazardous waste, solid waste or other poisonous or toxic materials, and shall in all other respects be suitable and legal for the transportation of Customer's commodities tendered to Carrier. All motor vehicles and related equipment used to transport loads (except for trailers, containers and chassis) shall be owned or permanently leased to Carrier. Carrier may not subcontract or broker any such loads to any other carrier.

4.4 Agreement Not to Solicit Customers. Throughout the term of this Agreement and for a period of ninety (90) days after termination of this Agreement, Carrier agrees not to directly or indirectly, or in conjunction with any other person or entity, solicit business to haul loads anywhere in the United States of America for any of Central's Customers for which Carrier hauls any load pursuant to this Agreement.

5. Insurance.

5.1 Carrier, at Carrier's expense, shall maintain any required surety bond and the following minimum insurance requirements during the term of this Agreement:

- (a) Broad form comprehensive general liability insurance, including contractual liability coverage for all liability assumed by Carrier under this Agreement, with minimum limits of liability of not less than one million dollars (\$1,000,000) per occurrence combined single limit for personal injury and property damage.
 - (b) Automobile liability insurance (including owned, non-owned and hired vehicles) with minimum limits of not less than one million dollars (\$1,000,000) per occurrence combined single limit for personal injury and property damage.
 - (c) Cargo liability insurance with minimum limits of not less than two hundred and fifty thousand dollars (\$250,000) per shipment combined single limit for all liability assumed by Carrier in Section 7 of this Agreement.
 - (d) Workers compensation insurance in an amount not less than the statutory limits for the state(s) or provinces in which transportation and related services are to be performed, including employer's liability insurance in an amount not less than five hundred thousand dollars (\$500,000). If Carrier is self-insured, a certificate of the state in which the transportation and related services are to be performed must be furnished by such state agency directly to Central.
 - (e) Any insurance coverages required by any government body for the types of transportation and related services specified in any shipping documents.
- All insurance required by this Agreement must be written by an insurance company having a Best's rating of "B" or better and must be authorized to do business under the laws of the state(s) or provinces in which Carrier provides the transportation and related services under all of the shipping documents. Carrier's insurance shall be primary and required to respond and pay prior to any other available coverage. Carrier agrees that Carrier, Carrier's insurer(s), and anyone claiming by, through or under Carrier shall not have a claim, right of action, or right of subrogation against Central or its Customer based on any loss or liability insured under the foregoing insurance. Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Central as additional insured on both the General Liability insurance policy and Automobile liability insurance policy.

Carrier represents and warrants that it will continuously fulfill the requirements of this Section 5 throughout the duration of this Agreement. Central shall be notified in writing by Carrier's insurance company at least thirty (30) days prior to the cancellation, change or nonrenewal of the submitted insurance policies.

6. Carrier's Rates and Charges.

6.1 Rates and Charges. The rates between specified points, and charges, if applicable, including any fuel surcharge, detention and/or accessorial charges, are set forth in Appendix B and C as may be modified by Carrier and Central from time to time pursuant to Section 1.2 of this Agreement. Carrier agrees that there are no other applicable rates or charges except those established in Appendix B and C, and to the extent that charges are not included in Appendix B and C, then no additional charges shall be added to Carrier's rates and the services shall be deemed to be included in Carrier's rates. Carrier shall have no lien on and hereby waives its rights to any lien upon the cargo transported or stored by Carrier or any portion thereof.

6.2 Payment. Carrier shall bill Central the rates and charges set forth in Appendix B and C for Carrier's transportation and related services performed pursuant to this Agreement. Central shall pay Carrier's freight bill within thirty (30) days following Central's receipt of Carrier's freight bill, provided Carrier provides Central signed delivery receipts and other shipping documents with Carrier's freight bill. If specified in a separate agreement, Carrier may submit freight bills electronically, provided, however, that each party is able to acknowledge the other's Electronic Data Interchange ("EDI") transmissions.

6.3 Undercharge Claims. Carrier agrees to bill Central for all of Carrier's transportation and related services in a timely, accurate and complete fashion. Carrier acknowledges and agrees that in order for Central to provide its Customer with the best, most efficient and economical transportation and related services, Carrier must bill Central, in accordance with this Agreement, for all of Carrier's transportation and related services in a timely, accurate and complete fashion so as to prevent Central's and its Customer's involvement in the burdensome investigation, calculation and processing of undercharge claims. Carrier therefore agrees not to file or prosecute any undercharge claim for additional transportation or related services billed inaccurately after a period of six (6) months following Customer's receipt of the shipment, except that any claim for an undercharge resulting solely from mathematical errors may be corrected and recovered within one (1) year after Customer's receipt of the applicable shipment.

Carrier, on behalf of itself, its successors, assigns, representatives and agents, hereby waives, releases and agrees to indemnify and defend Central and its Customer from and against any and all claims, causes of action, suits and expenses related to or arising out of any undercharge, improperly filed tariff or schedule or other related liability for Carrier's transportation and related services not included in Carrier's freight bill.

7. Cargo Loss, Damage or Destruction.

7.1 Carrier's Cargo Liability. Carrier assumes full liability as a motor common carrier for loss, damage to or destruction of any and all of Customer's cargo, goods or property while under Carrier's care, custody or control. Upon delivery to a Customer or a Central facility of each shipment, depending on the circumstances, Carrier shall obtain a signature from such Customer or Central, respectively, showing the kind and quantity of cargo delivered, and any damages, overages or shortages thereof. Carrier shall notify Central of any such damages, overages or shortages via phone immediately upon delivery, and confirm in writing to Central via facsimile within twenty four (24) hours of delivery. Carrier shall, at Central's option and direction, and upon demand, either pay Central or Customer directly, without abatement, deduction, set-off, recoupment or counterclaim, the amount of Customer's full loss. Cargo which has been tendered to Carrier intact and released by Carrier in a damaged condition, visible or concealed, or lost or destroyed subsequent to such tender to Carrier, shall be conclusively presumed to have been lost, damaged or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. All claims shall be paid by Carrier within ninety (90) days of the receipt of a documented claim. Notwithstanding any other provision herein, under no circumstances shall any freight claim liability be subject to deductibles, released rates, surcharges or similar devices designed to reduce or limit Carrier's liability.

7.2 Salvage Claims. Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Central's reasonable request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and overage goods shipped by Carrier. Carrier shall not under any circumstance, without Central's prior written consent, allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

8. Indemnification. Carrier agrees to indemnify, defend and hold Central (including its officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damages, fines, penalties, costs, claims, demands and expenses (including costs of defense, settlement, and reasonable

attorneys' fees) of whatever type or nature, including damage or destruction of any property, or injury (including death) to any person, arising out of or related to, directly or indirectly: (i) any act or omission by Carrier, its agents, employees or subcontractors, (ii) any claims or actions by Carrier's agents, employees or subcontractors, (iii) the failure of Carrier, its agents, employees or subcontractors to comply with this Agreement, the shipping documents, or any applicable United States or Canadian federal, provincial, state or local law, statute, regulation, rule, ordinance, or government directive which may directly or indirectly regulate or affect the obligations of Carrier under this Agreement, or (iv) Carrier's, or Carrier's agents, employees or subcontractors, performance of this Agreement. The obligations of Carrier under this Section shall survive the termination of this Agreement. The foregoing indemnity shall not apply to any liability, damage, fine, penalty, cost, claim, demand or expense directly caused solely by the negligent acts or omissions of Central. Termination of this Agreement shall not affect the continuing obligations of Carrier as indemnitor under this Agreement.

9. Miscellaneous.

9.1 Confidentiality. Central and Carrier shall limit disclosure of information concerning this Agreement and performance thereof, including Carrier's rates and charges, to only those Central and Carrier agents, employees and subcontractors directly involved in its execution and performance, and to such other parties internally who have a specific need to know of this Agreement and the shipping documents. Throughout the term of this Agreement and for three (3) years thereafter, Carrier specifically agrees to keep confidential all of Central's and its Customer's technical and business information which Carrier has received or may receive as a result of this Agreement and the performance thereof, and not to reveal or to divulge such information to third parties or to use or publish such information in any manner whatsoever, without obtaining Central's prior written consent; provided, however, that Carrier shall not be bound to keep confidential any such information (i) which was known to Carrier prior to the date of this

Agreement from sources other than Central or its Customers (ii) which is, or becomes, available to the public without fault on Carrier's part, or (iii) which is disclosed to Carrier by a party not related, directly or indirectly, to Central or its Customers, and such party has a rightful claim to such information. Carrier shall only use Central's and its Customer's technical and business information to provide the transportation and related services required under this Agreement.

9.2 Successors-and Assigns. This Agreement and each Dispatch Letter shall be binding upon Carrier and Carrier's successors and assigns. Carrier shall not assign this Agreement without the prior written consent of Central. Any assignment of this Agreement, in whole or in part, by Carrier without the prior written consent of Central shall be void and of no effect.

9.3 Modification. No waiver, alteration or modification of any of the terms of this Agreement, or any of the Appendices or Attachments referred to herein shall be binding upon either party, unless in writing signed by the duly authorized representative of the party against whom such modification is sought to be enforced. Any printed terms on the reverse side (or otherwise) of Carrier's forms, manifests or other documents shall be deemed deleted and any such documents shall be subject and subordinate to the terms and conditions of this Agreement and any of Central's applicable shipping documents.

9.4 Waiver. No provision of this Agreement or any shipping documents shall be waived by any party hereto, unless such waiver is written and signed by the authorized representative of the party against whom such waiver is sought to be enforced. Waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of or failure to comply with any other provisions of this Agreement.

9.5 Savings Clause. If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall remain in full force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

9.6 Applicable Law. The terms and conditions of this Agreement and all shipping documents shall be governed by, and enforced in accordance with, the laws of the State of Arizona, and any suit or action enforcing the terms and conditions of this Agreement shall be adjudicated exclusively in the court of general jurisdiction for Maricopa County, Arizona.

9.7 Mutual Cooperation and Resolution of Disputes. Both parties understand and agree that they must cooperate in order to ensure the best, most efficient, and economical transportation and related services. If any dispute arises in connection with this agreement, the dispute shall, after the representatives of Central and Carrier primarily responsible for the performance of this Agreement are unable, after reasonably diligent effort, to resolve the dispute, be referred to an Executive Panel of Central and of Carrier to resolve the dispute in question. If the Executive Panel is unable to resolve any dispute after reasonably diligent effort, the matter may, by mutual agreement, be referred to binding arbitration, or either party may resort to litigation. In the event the matter is referred to arbitration or litigated, the non-prevailing party shall bear all related costs, including, the prevailing party's reasonable attorneys fees.

- 9.8 Force Majeure. This Agreement shall be temporarily suspended during any period(s) where Carrier or Central is unable to carry out its obligations under this Agreement by reason of an Act of God, fire, flood, natural catastrophes, civil commotion, or any similar event or occurrence beyond the reasonable control of the affected party, and neither party shall have any liability to the other party for delay in performance or failure to perform while this Agreement is temporarily suspended. Should Carrier invoke this clause, Central shall have the right to use other means to fulfill Central's transportation requirements.
- 9.9 Bankruptcy. In the event either party files a voluntary petition in bankruptcy, or makes an assignment for the benefit of creditors or is voluntarily or involuntarily adjudicated bankrupt or has a receiver appointed for its business or becomes insolvent the other party may elect to terminate this Agreement without penalty on one-day's notice in writing to the other party.
- 9.10 Entire Agreement. This Agreement, including the Appendices attached to this Agreement and the applicable Central shipping documents constitute the entire agreement between the parties with respect to the subject matter of this Agreement. The provisions of this Agreement shall supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings between Carrier and Central with respect to the subject matter of this Agreement.
- 9.11 Notices. All notices required by or related to this Agreement shall be in writing and shall be deemed sufficiently given if sent by prepaid registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service to the applicable party at the address set forth below. Proof of sending any notice shall be the responsibility of the sender.
Central Refrigerated Service, Inc, (Intermodal)
5175 W 2100 S
West Valley City, UT 84120-
Attn: Intermodal Manager
Direct Phone Number: 801-924-7039
Facsimile Number: 888-299-6891
Carrier
Direct Phone Number:
Facsimile Number:

IN WITNESS WHEREOF, the undersigned individuals have executed this Agreement as of the dates indicated, and by doing so, represent and warrant that they have been or are specifically authorized to do so on behalf of the corporation or organization they represent.

Central Refrigerated Service, Inc.

By: _____

Title: _____

Carrier By: _____

Title: _____