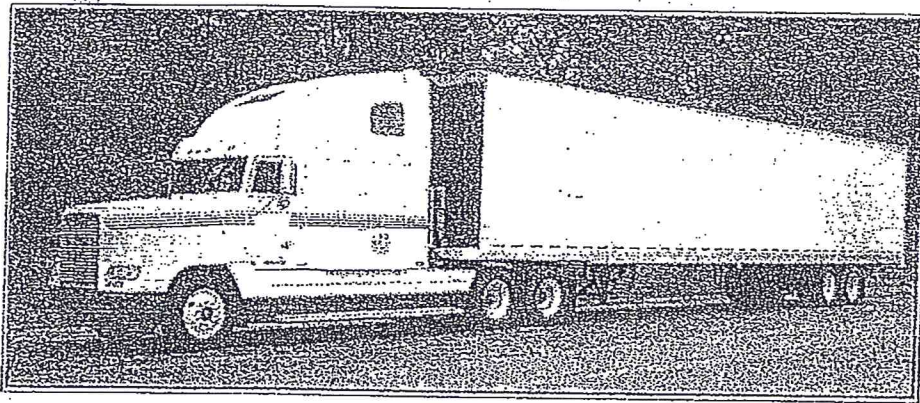


ROC

TRANSPORT INC.
the TRANSPORTATION SPECIALIST



Nationwide Transportation Broker

- Over 25 years experience
 - Asset based Company
 - Licensed / Bonded
 - Covering all of the 48 States,
Canada & Mexico

FAX Back

800-773-

4113

**Tell Us What You Need &
Let Us Go To Work for YOU !**

R-O-C Transport, Inc.

500 Airline Drive #40, Coppell, TX. 75019 * Ph 469-635-9010 * P.O. Box 1685 Coppell, TX 75019

CREDIT REFERENCES

Billing Address	P O Box 1685 Coppell, TX 75019
Telephones	(469) 635-9010 (469) 635-9023 Fax (469) 635-9021 Fax
Type of Business	Freight Broker/Agent ATM & KIOSK Sales
Officers	Jerry R. Foitek Chairman James Foitek President Terry Castleberry Controller
Date Established	February 6, 1992
Bank Reference	First State Bank 100 N. McKinney Rice, TX 75155 (903) 326-4121 Telephone (903) 326-4451 Fax
Account Number	1029271
Federal ID#	75-2435061

TRADE REFERENCES

Transfac Capital, LLC for Alton Bean Trucking P O Box 3238 Salt Lake City, UT 84110-3238 501-342-9551.	APEX Capital, LP for Arias Trucking P O Box 961029 Ft. Worth, TX 76161 800-511-6022
APL Transportation P O Box 71012 El Paso, TX 79917 915-822-4360	APEX Capital, LP for Complete Distribution P O Box 961029 Ft. Worth, TX 76161 800-511-6022
Corporate Billing, LLC for Integrity Express P O Box 1000, Dept. 959 Memphis, TN 38148 877-584-3600	Draxler Transport P O Box 1121 Marshfield, WI 54449 715-591-2222
APEX Capital, LP for Fast Quality Transport P O Box 961020 Ft. Worth, TX 76161 800-511-6022	Freight Exchange of N. America 39899 Treasury Center Chicago, IL 60694-9800 312-698-8185

INTERSTATE COMMERCE COMMISSION

SERVICE DATE

LICENSE

JUN 4 1992

No. MC 251434

R. O. C. TRANSPORT
CARROLLTON, TX

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.

(SEAL)

SIDNEY L. STRICKLAND, JR.
Secretary

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

Request for Taxpayer Identification Number and Certification

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

Name (If joint names, list first and check the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2)
R-O-C TRANSPORT, Inc

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other

Address (number, street, and apt. or suite no.)
500. AIRLINE DR. Suite 40

City, state, and ZIP code
Coppell, TX 75019

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number
| | | | | | | |

OR

Employer identification number
7 5 2 4 3 5 0 6 1

Part II For Payees Exempt From Backup Withholding (See Part II Instructions on page 2)

Part III 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 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.

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 of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the 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. (Also see Part III Instructions on page 2.)

Sign Here:  Date: **2/6/92**

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

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

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 28% of such payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or
- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part III Instructions and the separate Instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

According to the Paperwork Reduction Act of 1995, no person is required to respond to a collection of information unless it displays a valid OMB control number. It is estimated that an average of 10 minutes per response is required to complete this collection of information. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Comments concerning the accuracy of this burden estimate or suggestions for reducing this burden should be directed to the Federal Motor Carrier Safety Administration, 401 14th St., SW, Washington, DC 20590.

B. M. C. 85

FILER FMCSA

ACCOUNT NO. 12545

Approved by OMB

2126-0017

Expires: 09/30/2005

License No.

MC- 251434

PROPERTY BROKER'S TRUST FUND AGREEMENT UNDER 49 U.S.C. 13906
OR NOTICE OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we R. O. C. TRANSPORT

8701 Sterling #180, Irving, TX 75063 (Broker)

of P.O. Box 565684, Dallas, TX 75356
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and CALIFORNIA FACTORS & FINANCE

(Name of Trustee)

a financial institution created and existing under the laws of California

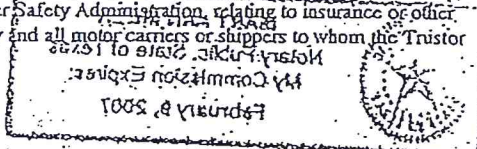
(State or District of Columbia)

as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefor, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:



1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.
9. This agreement may be modified at any time upon the written consent of the Trustor or Trustee to the FMCSA and to the point of the

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.
11. Trustee shall maintain a record of all financial transactions concerning the fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.
12. This agreement shall be governed by the laws in the State of California to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 22 day of May, 2003, 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided; but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

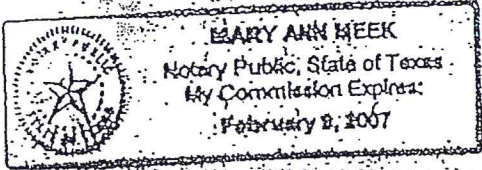
IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 22 day of May, 2003

TRUSTOR
Name R. O. C. TRANSPORT
8701 Sterling #180, Irving, TX 75063
Address P.O. Box 565684, Dallas, TX 75356
Telephone No. (972) 929-0920

TRUSTEE
CALIFORNIA
Name FACTORS & FINANCE
(SEAL)
1609 West Magnolia Blvd.
Address Burbank, CA 91506
Telephone No. (888) 231-4453

By [Signature]
(Signature and Title) Jerry Foitek
JAMES President
Witness [Signature]

By [Signature]
(Signature and Title) M. Morgan
Chief Financial Officer
Witness [Signature]
David P. Carney
AMTEX Trust Administrator



Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

NOTICE OF CANCELLATION

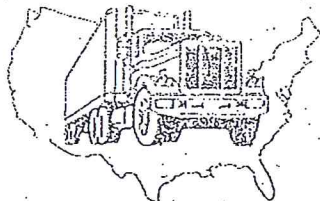
THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE _____ DAY OF _____ IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE _____ DAY OF _____, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

2003 MAY 27 11:22 AM
 FMCSA
 INSURANCE DIVISION

DATE SIGNED

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR

2200 Mill Road
Alexandria, VA 22304-4654
www.nmfta.org



703-838-1810
fax 703-683-1094
nmfta@nmfta.org

NATIONAL MOTOR FREIGHT TRAFFIC ASSOCIATION, INC.

06/12/03

JAMES ERIC MEEK
R O C TRANSPORT INC
8701 STERLING ST - #180
IRVING, TX 75063

CERTIFICATE OF STANDARD ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of ROCA has been renewed for:

R O C TRANSPORT INC
8701 STERLING ST - #180
IRVING, TX 75063
MC-251434

This Alpha Code will apply only to the company name shown above through 06/30/04. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure the continued validity of this alpha code. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address on the letterhead. If you participate in the U.S. Customs Service AMS or PAPS programs, it is your responsibility to ensure that a copy of this letter is forwarded to the following address:

Mr. Charles A. Bennett
U.S. Customs Service
7501 Boston Blvd. Room 107
Springfield, VA 22153

charles.a.bennett@customs.treas.gov
fax 703.921.7173

Alpha Codes ending with the letter "U" have been reserved for the identification of freight containers. If your Alpha Code ends with the letter "U", it should be used only for this purpose. A separate Alpha Code should be obtained to satisfy other requirements such as company identification for Electronic Data Interchange, freight payments, tariffs, etc.

NOTICE: Renewal of the above listed SCAC is unrelated to participation in the National Motor Freight Classification (NMFC). Further, it does not confer membership in the National Motor Freight Traffic Association, Inc. nor allow use of the NMFC in connection with freight rates. For participation and membership information, please call (703) 838-1810.

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CONTRACT NO.: _____

DATED: _____

Original

CONTRACT CARRIER - BROKER CONTRACT

AGREEMENT

made this _____ day of 200____, by and between _____ hereinafter referred to as CARRIER, and _____ ROC Transport, Inc _____ hereinafter referred to as BROKER.

I. IDENTIFICATION OF PARTIES

WHEREAS:

- (a) CARRIER is a motor contract carrier of property authorized by the Federal Motor Carrier Safety Administration or the former Interstate Commerce Commission by Permit No. MC-_____ (a copy of which permit is attached hereto and made a part hereof as Appendix "A") to provide transportation of property under contract with shippers and receivers of general commodities, and
- (b) BROKER is a transportation broker, licensed by the Federal Motor Carrier Safety Administration or the former Interstate Commerce Commission to arrange for the transportation of property by License No. MC- 251434 _____ (a copy of which license is attached hereto and made a part hereof), and controls the transportation of the commodities to be tendered to CARRIER, in accord with the criteria established in Dixie Midwest Express 132 M.C.C. 794 (1982), and thus is a shipper under those criteria.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

II. TERMS AND JURISDICTION OF THIS AGREEMENT

This AGREEMENT shall be governed by Title 49 of the United States Code and the Code of Federal Regulations.

This AGREEMENT is to become effective _____, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time upon not less than thirty (30) days written notice of one party to the other. BROKER has placed on file a signed copy of this agreement with the Law Office of Gallagher & Howarth, PC, at 132 Main Street, Haydenville, MA 01039-0387, where it is available for inspection and verification by the signatories, their designated agents, their designated legal representatives, an/or any other party or parties holding forth a legitimate claim of interest in the terms of this agreement.

III. SPECIFIC OBLIGATIONS OF CARRIER

- (a) CARRIER shall issue a Uniform Straight Bill of Lading in accord with 49 U.S.C. § 81 and the terms and conditions set forth in 49 C.F.R. § 1035 (2)(b) for property it receives for transportation under this contract and shall be liable to the person entitled to recover under the bill of lading. The

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- liability imposed by this paragraph is for the actual loss or injury to the property. Failure to issue a bill of lading does not affect the liability of CARRIER.
- (b) CARRIER'S liability shall be the same as a common carrier's liability under 49 U.S.C. §14706. The parties expressly agree that no shipment shall move subject to released rates unless such limitation of liability shall have been specifically agreed to in writing between the parties. A notation on a bill of lading or other similar document shall not constitute the specific agreement required by this provision.
- (c) CARRIER agrees to maintain cargo insurance in the amount of \$ _____ to compensate those parties entitled to recover under the preceding paragraph. CARRIER shall cause its insurance carrier to forward forthwith to BROKER a standard Certificate of Insurance, which Certificate shall require the insurance carrier to give BROKER written notice thirty (30) days prior to the cancellation of such cargo insurance. The cargo insurance shall be in the form required by 49 C.F.R. § 387 ("Motor common carriers: Cargo liability"), and shall have no exclusions or restrictions that would not be accepted by the Federal Highway Administration for a filing under the statutory requirements of the above-cited section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said part (i.e. 49 C.F.R. § 387).
- (d) CARRIER'S liability shall begin at the time cargo is loaded upon CARRIER'S equipment at the point of origin, and continue until said cargo is delivered to the designated consignee at destination, or to any intermediate stop-off party.
- (e) CARRIER agrees to defend and hold harmless BROKER against any and all loss or damage claims on each shipment transported by CARRIER pursuant to this Agreement. Carrier further agrees to defend and hold harmless BROKER from all and any liability, costs and damages to persons and/or property arising out of CARRIER'S operations hereunder, including but not limited to all road, fuel, and other taxes, fees or permits related to the shipments transported by CARRIER as arranged by BROKER.

IV. SPECIFIC OBLIGATIONS OF BROKER

- (a) BROKER shall offer to CARRIER for shipment a minimum quantity of not less than one (1) shipment for each year this agreement remains in effect, and CARRIER agrees to transport not less than one (1) shipment tendered during that period of time.
- (b) BROKER agrees to pay CARRIER for the transportation of the commodities moved under this agreement in accordance with the rate set forth herein or Addenda thereto, within 30 days of the receipt by BROKER or CARRIER'S invoice covering such transportation.

V. SPECIFIED RATES AND CHARGES

- (a) The basic transportation rates negotiated between parties are:
- (1) Freight, all kinds: truckload shipment \$ _____ /mile, between all points in the United States.
 - (2) Freight, all kinds: less than truckload shipment, (less than 10,000 pounds) \$ _____ /mile, between all points in the United States.
- (b) The parties agree that the fixed rate may be amended, based on the market conditions then prevailing. The methodology for amending the fixed rate will be as follows. After a rate is agreed to by the parties, one party shall fax to the other party a rate confirmation sheet, which document will identify the shipment by: DATE OF TENDER, ORIGIN, DESTINATION, COMMODITY, ESTIMATED WEIGHT, AGREED RATE. These rate confirmation sheets shall be on an

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accepted amendment to this agreement, and on the upper right corner of the sheet there shall be a reference to the agreement for identification. Because of storage difficulties, the rate confirmation sheet need not be attached to the original agreement, but it may be kept with the shipping papers that are retained as to the individual shipment. The same requirements of retention and availability to inspection that apply to the written agreement shall apply to the Rate Confirmation Sheet. If either party disputes the accuracy of the amended fixed rate, that party shall within 24 hours of receipt of it notify the other party, and a disputed rate shall not become an amended fixed rate until agreed to by both parties.

- (c) CARRIER authorizes BROKER to invoice shipper, receiver, consignor or consignee for freight charges as agent for and on behalf of CARRIER. Payment of the freight charges to BROKER shall relieve shipper, receiver, consignor, or consignee of any liability to the CARRIER for non-payment of charges.

VI. BILLS OF LADING

The bill of lading shall note that the shipments were transported by CARRIER, acting as a carrier and that the shipment was arranged by BROKER, acting as a broker. The name of the underlying shipper shall be inserted in the blank for the consignor/shipper.

VII. SERVICE DESIGNED TO MEET THE DISTINCT NEEDS OF BROKER

BROKER needs CARRIER to assume full liability for the actual loss of, or injury to, the property tendered to CARRIER to negate a possibility of CARRIER moving these goods on released rates with a limitation of liability, and Paragraph III. (a) specifically imposes with obligation upon CARRIER. Paragraph VIII. (a) (below) imposes a further obligation on CARRIER that claims shall be settled in accordance with 49 C.F.R. §1005, and extends the time for filing of claims and subsequent suits, and this is also designed to meet the distinct needs of BROKER. Further, BROKER needs a forum for the settlement of disputes, and paragraphs VIII and IX. (b)(below) meets this distinct need of BROKER. BROKER further needs protection against back solicitation of its clients by CARRIER, and Paragraph XII. (below) is designed to meet this distinct need. BROKER needs guarantees as to transit time, and Paragraph X. (below) fulfills this need.

VIII. PROVISIONS AS TO THE SETTLEMENT OF CARGO CLAIMS

- (a) Cargo claims shall be investigated and settled in accordance with the regulations codified at 49 C.F.R. §1005 as in effect on December 30, 1995. As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing the bill of lading, or carrier on whose line the loss, damage, injury or delay occurred, or carrier in possession of the property when the loss, damage, injury or delay occurred, within one year after delivery. Suits shall be instituted against the carrier within two years, three months and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims shall not be paid. Suits on cargo claims must be instituted in the federal or state court where the broker is located.
- (b) If any dispute arises about a cargo claim, the party who alleges a violation may file suit in the federal district or the state and county in which BROKER is located.

IX. MEDIATION AS TO ALL DISPUTES OTHER THAN CARGO CLAIMS

If a dispute arises out of or relates to this Agreement, other than a dispute about cargo claims, and the parties have not been successful in resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by the AMERICAN ARBITRATION ASSOCIATION in Boston, MA ("AAA"). Each party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of the AAA. The parties, their representatives, other participants and the mediator shall hold the existence, content and result of the mediation in confidence. If such dispute is not resolved by mediation, the parties shall have the right to resort to any remedies permitted by law. All defenses based on passage of time shall be tolled pending the termination of the mediation. Nothing in this clause shall be construed to preclude any party from seeking an injunctive relief order to protect its rights pending mediation. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate.

X. TRANSIT TIME

BROKER and CARRIER may make agreements on each shipment as to required transit time. Such agreements may make the transit time obligation less or more than "reasonable dispatch". In the absence of an agreement between the parties, the following transit time schedule shall apply. (1) On shipments moving less than 500 miles, next day delivery. (2) On shipments moving more than 500 miles, one day more for every increase of 500 miles, or part thereof. (To illustrate: on a shipment moving 2900 miles, delivery shall be made in six (6) days.) Safety on the highways is of major concern to both parties, and these transit times are compatible with the Federal Highway Administration's Safety Rules.

XI. INDEPENDENT CONTRACTOR STATUS

The relationship of CARRIER to BROKER shall, at all times, be that of an independent contractor, except that BROKER shall be the agent for the carrier for the collection of charges, when the shipper pays BROKER, as per Paragraph V.

XII. NO BACK SOLICITATION BY CARRIER

CARRIER shall not solicit traffic from any shipper, consignor, consignee or customer of BROKER where (1) the availability of such traffic first became known to CARRIER as a result of BROKER'S efforts, or (2) where the traffic of the shipper, consignor, consignee or customer of BROKER was first tendered to CARRIER by BROKER. If CARRIER breaches this agreement and "back-solicits" BROKER'S customers, and/or obtains traffic from such a customer, BROKER is then entitled, for a period of fifteen (15) months after the involved traffic first begins to move, to a commission from CARRIER of 15% of the transportation revenue received on the movement of the traffic, as liquidated damages. Termination of this contract shall not affect the enforceability and applicability of the foregoing provisions of this clause for a period of 15 months after termination.

XIII. CO-BROKERING PROHIBITED

CARRIER agrees that it shall transport all loads tendered to it under its own authority, on equipment owned or leased by it, and use employees or independent contractors under contract with it. Should a violation of the preceding sentence occur, CARRIER agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless BROKER and/or BROKER'S customers from any and all freight charges claimed to owe directly to the underlying motor carrier. CARRIER also agrees to settle any cargo claims that may arise in connection with a violation of this paragraph pursuant to 49 U.S.C. § 14706.

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XIV. FORCE MAJEURE EXEMPTIONS

Neither party hereto will be liable for the failure to tender or timely transport freight under this Agreement if such failure, delay or other omission is caused by strikes, acts of God, war, accidents, civil disorder, or through compliance with legally constituted order of civil or military authorities.

XV. MODIFICATION

Any modification to the terms and conditions of this Agreement must be in writing and signed by authorized representatives of both parties to be enforceable.

XVI. MERGER

This writing represents the entire agreement between the parties. All terms and conditions of this Agreement are contained within the "four corners" of this Agreement.

XVII. SEVERABILITY

If any part of this AGREEMENT is held unenforceable, the rest of the AGREEMENT will continue in effect.

XVIII. AUTHORITY

The persons signing below have actual authority to bind the parties upon those whose behalf they sign.

IN WITNESS WHEREOF,

The parties have set their hands and seals this _____ day of _____, 200__.

CARRIER: _____

BROKER: ROC Transport, Inc.

BY: _____

BY: James D. Meek

TITLE: _____

TITLE: Vice-President

ATTENTION
ALL CARRIERS

DRIVER INSTRUCTIONS !!!!!

All Carriers Are Required To Fax
The Proof Of Delivery
Immediately

FAX (800) 773 - 4113 FAX

All Carriers Are Required To Fax
The Proof Of Delivery
Immediately

Use The Consignee's Fax
Or
Stop At The 1st Truckstop And Fax

ROC Transport, Inc.
Must Receive The P.O.D.
On The Same Day The Freight Delivers