

PRINTED EXPRESSLY FOR: «Company»

«ADDRESS»

INDEX

1. COVER LETTER-CARRIER RELATIONS.
2. CREDIT AND TRADE REFERENCES.
3. CARRIER RELATIONS WELCOME AND DESCRIPTION.
4. CARRIER PROFILE. *
5. AGREEMENT. *

*=RETURN ALL PAGES TO APF Trans SIGNED

CARRIER RELATIONS

Dear«Company»:

«MONTH» «DAY» 2009

We at APF Transportation Brokers, Inc. wish to thank you for your interest in doing business with APF Trans, and would like to let you know a little more about how APF Trans can help your company.

Enclosed you will find a signed original agreement between APF Trans and your company. Please sign and date the agreement as per the instruction sheet, and return to our National Headquarters. In addition to the agreements, we also require the following documentation for our files in order to process your freight bills for payment.

1. Send your company invoice at agreed rate plus original proof of delivery / shippers original bill of lading.
2. Original certificates of insurance for Cargo coverage naming APF Trans as additional insured/certificate holder.
3. Original certificates of insurance for liability coverage also naming APF Trans as additional insured/certificate holder.
4. A copy of all your operating authority, both Common & Contract, Broker, etc.
5. A completed carrier profile (Enclosed), so we can get your problem lanes of traffic in our computer immediately.
6. Please make a copy of the contract for your own records.

Please note that at the end of the carrier profile a checklist has been provided if you would like additional information on any of the following programs.

1. Carrier Revenue Assistance Program: APF Trans can help you turn missed loads or unprofitable loads into moneymakers for your company.
2. Quick Pay: If you experience a cash flow problem from time to time, APF Trans can speed up its payment to your company at a much more affordable rate than you could get from a factor. Call us to inquire about details.

Again, we welcome you to our growing list of carriers, and we look forward to a profitable and beneficial business relationship with your company.

BROKER-CONTRACT CARRIER AGREEMENT

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 2009, by and between _____, located at _____, a FMCSA and/or state licensed or exempt contract carrier, _____ ("Carrier"), and APF Transportation Brokers, Inc. ("Broker"), with offices at 2250 State Road, Bensalem, PA 19020.

In consideration of the mutual promises herein contained and with intent to be legally bound hereby, Carrier and Broker agree as follows:

I. Transportation Services. Carrier shall transport shipments for shippers as arranged by Broker, as Broker may tender from time to time, at the rates set forth on Schedule "A" attached hereto and made a part hereof. Broker shall tender no less than three (3) shipments per year during the term of this Agreement. Carrier shall make all reasonable efforts to have sufficient equipment available as necessary to transport shipments in accordance with the terms of this Agreement. Carrier shall render specialized services to the Broker as follows:

A. Pick-Up. Carrier shall pick up each shipment Broker shall tender to Carrier within twenty-four (24) hours after receipt of such order. In the event Carrier fails to respond to any order for pick-up as aforesaid, such order shall be deemed to be rescinded, the parties' obligations with respect to such order shall be deemed null and void, the parties shall have no further obligations hereunder with respect to such order and Broker shall be entitled to contract with an alternate carrier with respect to such order. (Ref. to paragraph)

B. Equipment; Personnel. Carrier, at its sole cost and expense, shall furnish all equipment as necessary to transport all shipments tendered to Carrier hereunder and shall maintain all equipment in good repair and condition. Carrier, at its sole cost and expense, shall employ only competent and legally licensed personnel as necessary to transport any and all shipments tendered to Carrier hereunder. Without the prior written consent of Broker, Carrier shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or any other mode of transportation.

C. Protective Service. Carrier shall provide protective service. Carrier shall maintain each trailer subject of a shipment hereunder at specified temperature(s) as set forth on the bill of lading prepared by the shipper with respect to each such shipment.

D. Inside Deliveries. Carrier shall handle inside deliveries. The rates applicable to inside deliveries will be negotiated on a load per load basis based upon confirmed written instructions given by Broker's customer, which confirmed written instructions shall be deemed incorporated into this Agreement as an addendum.

II. Confidentiality. Carrier agrees that Broker's compensation hereunder is confidential and Broker has no obligation under this Agreement or otherwise to disclose or reveal to Carrier the amount of Broker's charges to its customers. Carrier further agrees that it will not reveal to any person or entity the terms of this Agreement, the pricing of any transportation services provided hereunder, or any other details of the business conducted between Carrier and Broker. Carrier acknowledges and agrees that in view of the personal and confidential nature of the business in which Broker is engaged, the restrictions contained in this paragraph are reasonable and necessary to protect the legitimate interests of Broker and others, and that any violations of these restrictions would result in irreparable injury to Broker and others. Because the services of Broker are unique and extraordinary and Broker does not have an adequate remedy at law to protect its business from competition or to protect its interest in its trade secrets, privileged, proprietary or confidential information and similar commercial assets, Broker (and others to the extent of their interest) shall be entitled to preliminary and permanent injunctive relief, without the necessity of posting bond or proving actual damage, in addition to such other remedies and relief that would, in the event of a breach of the provisions of this paragraph, be available to Broker. In the event of a dispute, Carrier agrees that neither themselves, nor its agents, representatives, or attorneys shall not report broker to any credit agency or any other third party, either orally or in writing, regarding financial arrangements for services rendered, or any other matter whatsoever, or in any manner disparage the good name and reputation of broker pending the negotiations relative to the dispute, and if such a report is made, carrier agrees to rescind and correct all such reports, in writing, and broker reserves the right to enforce all remedies set forth herein including but not limited to the remedies set forth in this paragraph, page 7, XIV should there be a breach of any of the provisions set forth in the within paragraph.

III. Bill of Lading. Carrier shall issue a uniform bill of lading for each shipment Broker tenders to it hereunder, shall perform the transportation service in accordance with the terms of such bill of lading, and shall be liable for any and all losses, damages or delays in transit as provided in such bill of lading. The name of Broker ("APF Transportation Brokers, Inc.") shall appear on each bill of lading issued hereunder only as the shipper designated therein.

IV. Compensation. Carrier shall be paid the freight charges for the transportation services to be rendered pursuant to this Agreement in accordance with the rates set forth on Schedule "A" attached to this Agreement; however, the parties may agree to change the rates for a particular shipment or series of shipments. Any rate changes are effective only upon the Brokers written confirmation of the change in the rate schedule by fax and/or mail, which written confirmation shall be deemed incorporated into this Agreement as an addendum. Carrier shall bill APF for services along with the proof of deliveries and all other necessary documents per Schedule "A" within one hundred eighty days of such services were provided. APF shall have no obligation to pay bills received after more than one hundred eighty days.

V.Contract Carrier Status. Carrier warrants and represents to Broker that it is a contract carrier in interstate commerce. Carrier further represents to Broker that it is not obligated by law to file with any government agency its schedule of rates nor to adhere to any schedule filed with any government agency. Broker and Carrier hereby acknowledge and agree that in the event that Carrier has acquired or hereafter acquires authority to operate as a common carrier, it is the intention of Broker and Carrier that Carrier shall render transportation services for shipments tendered by Broker only as a contract carrier.

VI.Billing and Payment.

A.Carrier shall submit a bill for freight charges incurred hereunder only to APF Transportation Brokers, Inc who, in turn, shall submit bills to the shipper, consignee or billed party for such freight charges, including any additional sums for the services of Broker. Upon payment by Broker of any freight charges billed by Carrier, Broker shall be deemed to be subrogated to the rights of Carrier with respect to such freight charges against the shipper, consignee or billed party. Carrier shall cooperate with Broker to enable Broker to exercise its subrogation rights including, without limitation, executing and delivery such assignments as Broker may request. Carrier agrees to hold Broker not liable for any truck ordered not used charges. Any truck ordered not used fees are hereby restricted to seventy-five dollars or less and will be paid to the carrier only when and if the charges are collected by the Broker from shipper or receiver.

B.Carrier shall look only to Broker for payment of Carrier's charges hereunder. Broker shall remit to Carrier freight charges billed by Carrier only after collection from the shipper, consignee or party billed. Broker shall not be liable to Carrier for payment of any charges hereunder until collection from the shipper, consignee or party billed, receipt of such payment by Broker shall relieve the shipper, consignee and billed party from any liability to Carrier for non-payment. In the event that the shipper, consignee or party billed deducts any sum from any freight charges billed by Broker claiming loss, damage or delay to any shipment subject to this Agreement, Broker shall not be liable to Carrier for such sum, unless the deduction is ultimately paid by the party to whom it was billed, and Broker shall be entitled to deduct such sum from the amount otherwise payable to Carrier hereunder. Carrier shall be liable for any equipment, blankets, pallets, moneys extended by the shipper and shall be returned to shipper within fifteen days, when demanded by shipper or broker..

C.In the event that Carrier handles a shipment wherein freight charges are to be collected upon delivery, Carrier shall obtain payment of freight charges by a certified check payable to Broker and will promptly deliver the certified check to Broker.

VII.Independent Contractor Status. It is the intention of the parties that Carrier shall be an independent contractor for all parties involved in the transportation of shipments Broker tenders to Carrier hereunder, including Broker.

VIII. Deductions. Broker shall be entitled to deduct from any amounts payable to Carrier hereunder an amount equal to each of the following:

- A. Any and all advances made to Carrier or its drivers;
- B. Sums to cover possible claims, or claims actually made, for loss, damage or delay assessed to Broker with respect to any shipment tendered under this Agreement;
- C. Sums owed by Carrier to Broker or to any of its affiliates, whether or not related directly to the transportation services provided under this Agreement;

IX. Indemnification for Delivery Delays. In the event Carrier or any of its drivers are unable to meet a delivery deadline, Carrier or its driver shall notify Broker thereof immediately, and in any event within twenty-four (24) hours prior to such deadline so that new appointments can be scheduled. In the event Carrier and/or its driver is unable to meet a delivery deadline for any reason, Carrier shall indemnify, defend and hold Broker harmless from and against any and all claims associated with the failure of Carrier or its drivers to meet such delivery deadline and assessed upon or against Broker. Such indemnity shall include reimbursement for all costs, expenses and attorneys fees incurred by Broker.

X. Equipment Failures. In the event Carrier or any of its drivers experiences any equipment failure which causes a delay in the transportation of any shipment tendered under this Agreement in excess of twenty-four (24) hours, Broker shall be entitled to rescind the order for such transportation services, whereupon the parties' obligations with respect to such order shall be deemed null and void, the parties shall have no further obligations hereunder with respect to such order and Broker shall be entitled to contract with an alternate carrier with respect to such order. In addition, Carrier shall indemnify, defend and hold Broker harmless from and against any and all claims associated with the delay caused by equipment failure. Such indemnity shall include reimbursement for all costs, expenses and attorney's fees incurred by Broker.

XI. Payment of Expenses. Carrier shall pay, as and when due, all of its expenses for operating as a carrier, including, without limitation, insurance, taxes and assessments arising out of the transportation herein required of contract motor carriers.

XII. Documentation. Upon demand Carrier shall deliver to Broker copies of its FMCSA or any applicable state operating authority and certificates of insurance showing insurance coverage for Carrier having limits of no less than \$750,000.00 for liability for personal injury and property damage and no less than \$100,000.00 for loss or damage to cargo. Upon the request of Broker, Carrier shall cause its insurance to be amended to include an endorsement as to Broker as its interest may appear.

XIII. Indemnification for Transportation of Equipment or Cargo. Carrier shall indemnify, defend and hold Broker harmless from and against any and all claims of whatsoever name or nature arising out of the transportation of equipment and the transportation of cargo by Carrier, including, without limitation, claims for personal injury, property damage, loss, damage or delay to cargo, or damage to others arising out of hazardous material handling or spills, as well as claims for damage to cargo arising out of reefer breakdowns or the failure of Carrier or any of its drivers to maintain proper cargo temperature. In this regard, Carrier shall instruct its drivers to monitor cargo temperature every four (4) to eight (8) hours and to maintain a record of same. Carrier shall provide a copy of all equipment maintenance records and the aforesaid cargo temperature monitoring records to Broker and/or its insurer within five (5) days after a request therefore. The terms of this paragraph shall include any and all costs and expenses including, without limitation, attorneys' fees incurred by Broker in connection with its defense of any such claims.

XIV. Broker's Accounts; Competition. All shippers or consignees referred to Carrier will be treated as the Broker's accounts during the term of this Agreement, unless Carrier notifies Broker in writing prior to the pick-up date that Carrier transported a shipment directly for such shipper or consignee at any time during the twelve (12) months prior to the Broker's initial referral of the account to Carrier. In the event Carrier does business with any account referred by Broker to Carrier either during the term of this Agreement or after termination thereof, Carrier shall pay a commission on all Broker's accounts at a rate of fifteen percent (15%) on all freight charges collected by Carrier throughout the term of this Agreement and for a period of two (2) years after termination of this Agreement. In the event Broker asserts a claim or dispute against Carrier for any commissions due or losses in accordance with this paragraph, Carrier shall reimburse Broker for any and all costs and expenses incurred in connection with such claim, including, without limitation loss of business income and attorneys' fees.

XV. Right of First Refusal. In the event Carrier contacts any transportation broker or freight forwarder other than APF Trans during the term of this Agreement with respect to the solicitation of any shipment(s) for transportation, or if any broker or freight forwarder other than APF Trans contacts Carrier with respect to the tender of any shipment(s) for transportation, prior to accepting said shipment(s) for delivery, Carrier shall solicit shipment(s) for transportation under substantially similar terms and conditions from APF Trans. If APF Trans tenders shipment(s) under substantially similar terms and conditions, Carrier shall accept such shipment(s) from APF Trans, subject to the terms of this Agreement. If, however, APF Trans is unable to tender shipment(s) to Carrier under substantially similar terms and conditions, Carrier may accept said shipment(s) from such broker or other freight forwarder. Carrier agrees to pay all attorneys fees and expenses and loss of business income should any manner of litigation occur from any dispute concerning this agreement.

XVI. Successors and Assigns; Applicable Law; Jurisdiction. This Agreement shall be binding upon the parties hereto, their successors and assigns, agents and representatives and shall be interpreted under the laws of the Commonwealth of Pennsylvania. The parties to this Agreement explicitly consent to the exclusive jurisdiction of the Court of Common Pleas of Philadelphia County, and the United States District Court for the Eastern District of Pennsylvania in connection with any disputes concerning this Agreement, under this Agreement, the breach thereof and/or the interpretation thereof. This Agreement shall be construed without the aid of any canon, custom or rule of law requiring construction against the draftsman.

XVII. Effective Date; Termination. This Agreement shall be deemed to be effective on the first date that Broker tenders a shipment to Carrier hereunder, and the parties agree that the provisions contained herein properly express and memorialize the complete understanding of the parties as contained in all prior agreements, both verbal or in writing. This Agreement shall be effective continuously, subject to the right of either party hereto to cancel this Agreement at any time upon not less than thirty (30) days' written notice to the other.

XVIII. Waiver of right to jury trial. Broker and carrier hereby knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under or in connection with this agreement.

XIX. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by the Carrier and the President of the Broker.

XX. Counterparts. This Agreement may be executed in one (1) or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one (1) and the same agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date and year first above written.

APF Transportation Brokers, Inc.

BY: *Gary Scott*
Name:
Title: CARRIER RELATIONS

Victoria Glaser
WITNESS FOR APF Transpiration

«Company»

BY: _____

Name:
Title:

WITNESS FOR CARRIER

SCHEDULE "A"

CARRIER NAME: «Company»

CARRIER MC#: «MC»

MILEAGE RATE: 90 CENTS PER MILE, IF NO OTHER RATE HAS BEEN MUTUALLY
AGREED UPON.

CARRIER PROFILE (CONTINUED)

DOES YOUR COMPANY HAVE OR HANDLE THE FOLLOWING? (PLEASE CHECK YES OR NO)

	YES	NO	# OF
HAZ-MAT:	___	___	
SWING DOORS	___	___	
ROLL UP DOOR	___	___	___
AIRRIDE	___	___	___
PALLETS	___	___	___
TRAILER	___	___	___
VAN (#) _____	SIZE _____	L _____	H _____
REEFER (#) _____	SIZE _____	L _____	H _____
FLATS (#) _____	SIZE _____	_____	SIDE KIT _____
HAUL IN BOND	YES ___	NO ___	
PIER HAULING:	YES ___	NO ___	
TEAMS	YES ___	NO ___	
LTL	YES ___	NO ___	
SPECIALIZED EQUIPMENT	_____		

TERMINAL LOCATIONS:

CAN YOU HANDLE LIQUOR: YES _____ NO _____

HOOK UP WITH APF TRANS TODAY AT 888-335-9001

COMPLETE & RETURN TO:
APF Transportation Brokers, Inc.
2250 State Road
Bensalem, PA 19020
Attn: Carrier Relations

Telephone #215-639-0703

Fax #215-639-0260