



Master Agreement

This Agreement (the "Agreement") is between Tumalo Creek Transportation, 6109 Blue Circle Drive, Suite 2000 Minnetonka, MN 55343, hereinafter referred to as "TCT", and hereinafter referred to as "CARRIER", whose address is

Whereas, TCT is a duly licensed motor carrier broker, licensed to arrange for the transportation of property by License Number MC 513622 (a copy of which license is attached hereto and made a part hereof);

Whereas, CARRIER is a contract carrier of property authorized by Permit Number ICC MC/DOT (a copy of which is attached hereto and made a part hereof) to provide transportation of property for TCT; and

Whereas, TCT may from time to time engage the services of CARRIER to transport property and such engagement shall be pursuant to, and in accordance with, the terms and conditions of this Agreement. Now Therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

1. CARRIER'S relationship to TCT shall be that of an independent contractor. CARRIER shall be responsible for providing worker's compensation coverage or equivalent insurance coverage for its employees.
2. CARRIER represents and warrants to TCT that it has and will maintain proper Interstate Commerce Commission/ Dept. of Transportation ("ICC/DOT") Authority to transport any property in interstate commerce. CARRIER further represents and warrants to TCT that it will comply with all applicable federal, state, and local laws and regulations relating to the operations of a motor carrier.
3. The equipment used by the CARRIER in the transportation of any property at the request of TCT shall be in good working order at all times.
4. CARRIER agrees to transport by motor vehicle, from and to such points between which service may be required, such quantities of authorized commodities as TCT may require and request.
5. Both TCT and CARRIER acknowledge that the success of their relationship, under the terms of this Agreement, shall require their full and mutual cooperation, and that they shall act to fulfill all of their legal responsibilities, including, but not restricted to, those contained herein. The parties acknowledge that TCT is acting solely in the capacity as a "Motor Carrier Broker".
6. TCT agrees to pay CARRIER for the applicable negotiated freight charges generated from the transportation of property under this Agreement within thirty (30) days of the receipt by TCT of CARRIER'S freight bill, signed Delivery Receipt and Bill of Lading and other such documents as may be required by TCT or the shipper. CARRIER shall pay all expenses related to the transportation of said property.
7. CARRIER agrees to maintain cargo insurance in an amount deemed reasonable by TCT, but no less than \$100,000, to compensate TCT, owner or consignee for loss or damage to property belonging to TCT, owner or consignee which property comes into possession of CARRIER in connection with its transportation service. The cargo insurance



shall be in the form required by ICC/DOT, and shall have no exclusions or restrictions that would not be accepted by the ICC/DOT for a filing under the statutory requirements of the abbreviated section, but shall, in all respects, be identical to the cargo insurance filed in accord with the said section. CARRIER shall cause its insurance carrier to forward to TCT a standard Certificate of Insurance with TCT named as additionally insured and which certificate shall require the insurance carrier to give written notice to TCT thirty (30) days prior to the cancellation of such cargo insurance.

8. CARRIER agrees to maintain proper liability insurance with a commercial carrier having the following minimum limits of coverage: \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury liability; \$1,000,000 per occurrence for property damage liability. CARRIER shall provide to TCT a certificate evidencing coverage aforesaid with TCT named as certificate holder.
9. CARRIER agrees that it will indemnify TCT by direct payment to or by reduction in payment due CARRIER from TCT for any and all pilferage, spoilage, shortage, loss or damage to cargo, or for fines resulting from violation of any applicable federal, state or municipal regulation which arises from, or relates to, the services performed by CARRIER hereunder.
10. CARRIER shall be liable to TCT, owner, or consignee for the loss or damage to any property transported under this Agreement. The liability shall be for the full value of the item which shall mean the replacement cost of the lost or damages item(s). All claim for loss or damage, and any salvage arising there from shall be handled and processed by CARRIER in accordance with the regulations of the ICC/DOT as published in the Code of Federal Regulations.
11. Rates and charges for services performed under this Agreement shall be as agreed to between the parties in writing. Such rates and charges may be listed in addenda to this Agreement, and may be periodically revised by mutual agreement of the parties. Rates may also be established verbally in order to meet specific shipping schedules as mutually agreed, but such oral Agreements shall be reduced to writing in order to remain binding between the parties. However, in no instance shall the submission of a freight bill supersede rates agreed to orally, or included in this Agreement or its addenda. TCT shall pay CARRIER in accordance with the rates and charges provided in this Agreement and its addenda.
12. Unless otherwise specified by TCT, CARRIER shall be responsible for loading and unloading the property onto and from the motor vehicle.
13. All traffic shall be moved under the CARRIERS contract ICC authority, referenced herein, and, as such, the effective rates and charges therefore are subject solely to the terms and conditions of this Agreement and its addenda. Such rates and charges are not, under any circumstances, subject to the CARRIER'S published or filed tariffs, if any, exclusive of this Agreement. Upon acceptance of TCT'S payment for freight charges as reflected in the carrier freight bill, CARRIER deems such remittance as full, final, and complete payment, and releases TCT from, and will not pursue additional monies arising from, but not restricted filed tariffs, published rate schedules, or other instruments.
14. Each shipment shall move under the terms and conditions of a uniform (standard) Bill of Lading, which shall contain the standard provisions as to the filing and settlement of claims, and include consideration of paragraph ten (10) above. CARRIER acknowledges and agrees that all Bills of Lading shall be signed by CARRIER and that the CARRIER is responsible for the accuracy of information (and the property it represents) contained within said Bills of Lading.



15. 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 legally constituted order of civil or military authorities. All statutory and regulatory requirements shall be observed.
16. CARRIER agrees to defend, indemnify and hold harmless TCT against any claims or causes of action for death or injury to any person, including any employees or agents of CARRIER, and for any loss or damage to any property arising out of, or in connection with the services performed by CARRIER hereunder.
17. The terms of this Agreement shall commence on the date below and shall remain in force and effect for a period of twelve (12) months from its effective date and from year after year thereafter, provided however, that either party may terminate this Agreement upon not less than thirty (30) days prior written notice to the other party. Nothing in this paragraph shall be construed as limiting, abridging or super ceding any right of cancellation or termination of this Agreement as may be specified in any other paragraph of this Agreement, with the exception of Paragraphs (13), (18), (19), and (20), which shall survive the termination of this Agreement.
18. Carrier agrees that under no circumstances will it contact, directly or indirectly, TCT'S customers without the express knowledge and approval of TCT in writing. It is understood by CARRIER that the provisions of the paragraph pertain to "back solicitation". CARRIER hereby agrees that neither it, nor its agents, affiliates, or representatives will contact, directly or indirectly, TCT'S customers for the purposes of selling its services directly or accepting traffic from said customers without TCT'S participation. CARRIER further agrees that it will, at all times, exercise its best efforts and act in good faith to comply with the provisions, purpose, spirit, and intent of this paragraph.
19. This Agreement super cedes any and all other agreements, either written or oral, between TCT and CARRIER with respect to the subject matter hereof. This Agreement and the rights and obligations of the parties hereto, shall be governed and construed in accordance with the laws of the State of Minnesota. Venue of any litigation arising hereunder shall be in a court of competent jurisdiction in Hennepin County, State of Minnesota. This Agreement is binding upon the CARRIER and CARRIER'S assignees, agents, successors, receiver, ad heirs. A facsimile transmission of this Agreement bearing the signatures of the parties shall have and be given the same force and effect as an original signed document.
20. CARRIER agrees to pay TCT all costs and expenses incurred by TCT, including reasonable attorney's fees and expenses, in the enforcement of TCT'S rights and obligations under this Agreement and in any legal proceedings arising under or relating to this Agreement.

In witness whereof, the parties have hereto caused these presents to be duly executed on
, by a person duly authorized.

BROKER: Tumalo Creek Transportation

CARRIER:

BY: Gary Applebaum - CEO

BY:

NAME:

TITLE:

FED. ID# (EIN).



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

400 7th Street SW
Washington, D. C. 20590

SERVICE DATE
February 25, 2005

**LICENSE
MC-513622-8**

**TUMALO CREEK TRANSPORTATION LLC
MPLS., MN**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The application shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

A handwritten signature in black ink, appearing to read "Angeli Sebastian".

Angeli Sebastian,
Chief Information Systems Division

BPO



Security and Load Protection Procedures

Due to the tragic and unforgettable events of the recent past, as well as ongoing threats both physical and biotech, Tumalo Creek Transportation felt it important to reiterate our minimum set of standards concerning safety, security, and load protection. The following policy standards, which have always been in effect, need to be enforced with extra vigilance.

- All drivers must have a government issued picture I.D. with them at all times. Driver names will be given at all pickup points (shippers, cold storage facilities, warehouses, etc.) for each particular load, manifest, or truck and will be verified by the shipper personnel at the pickup location. Drivers will be asked to produce picture I.D. at the time of pickup.
- All Drivers are required to padlock their trailer doors for the protection and safety of their cargo. Drivers will keep their trailers locked at all times between the loading and unloading of their freight. Trailers must be locked, even when empty. Specific freight customers may require the use of shipper seals in addition to the above precautions.
- Drivers will examine and witness all loading and unloading procedures. If the driver experiences any discrepancies or feels that there may be a safety or protection concern, the loading or unloading process should be stopped, the trailer locked, and the driver should call TCT immediately and report all happenings. Tumalo Creek Transportation will instruct the driver whether or not to continue with the process based on information provided by the driver and after consultation with our customer.
- Drivers will park only in WELL-LIGHTED and SECURE areas while enroute to all destinations of delivery. Drivers must remain aware of the surroundings with the loads in their trust.

Safety and security are everyone's business. It is the policy of Tumalo Creek Transportation to do everything possible to ensure that the freight we carry is protected and secure.

I (We) have read the above Security and Load Protection Procedures. I (We) agree to abide by these procedures and to carry them out to the best of my (our) ability.

Print Name

Signature

Title

Date

Company Name



Frozen Load Agreement

This Frozen Load Agreement is entered into on the _____ day of _____ by and between Tumalo Creek Transportation (hereinafter referred to as "Broker"), and _____ (hereinafter referred to as "Carrier"), whose principle business offices are located at _____

WHEREAS, Broker and Carrier have entered into that certain Master Agreement dated of even date herewith which is incorporated herein by reference; and

WHEREAS, the parties desire to enter into this Frozen Load Agreement to clarify and set forth the responsibilities of Carrier when transporting frozen and refrigerated loads pursuant to the Master Agreement.

NOW, THEREFORE, in consideration for the premises and the agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. CARRIER is responsible for holding and maintaining "0" (zero) degrees Fahrenheit temperature on all frozen loads, unless otherwise stated in the Rate Confirmation Addendum.
2. CARRIER is responsible for probing and temping all commodities before loading to verify that the temperature requirements are met.
3. CARRIER has the right to reject any load or part of a load due to damage, temperature, or weight before loading the commodity on its vehicle.
4. CARRIER hereby accepts complete responsibility for the commodity from the time said commodity is loaded on its truck until the commodity has been delivered to its final destination.

BROKER: Tumalo Creek Transportation

CARRIER:

BY: Gary Applebaum, CEO

BY:

NAME:

TITLE:



Tumalo Creek Transportation

Payment and Advance Policies

1. Tumalo Creek Transportation's standard payment policy is that we pay all of our carriers in approximately 28 days(+/- 2 days) from our receipt of the carrier's invoice accompanied by a signed bill of lading and/or proof of delivery. Tumalo Creek Transportation takes no responsibility for the speed or lack thereof of the U.S. Postal Service. Tumalo Creek Transportation accepts faxed and emailed copies of required settlement paperwork.

Email to: billing@tumalocreek.us

Fax to: 800-874-9570

2. Tumalo Creek Transportation offers a 24-hour "Quick Pay" service. Tumalo Creek Transportation will issue the carrier payment within 24 hours of the receipt of a signed bill of lading and/or proof of delivery (provided there is no claim). These payments may be picked up at our offices, mailed via USPS, overnighted, etc. There is an administrative service charge of 5% of the agreed upon line haul rate. If the carrier requests overnight delivery of payment, the carrier will pay any additional charges associated with said shipping.
3. Tumalo Creek Transportation will advance up to 40% of the line haul rate via Comcheck to any carrier that requests this service, although the issuance of Comchecks is at the discretion of Tumalo Creek Transportation. There is a 5% service charge for this option, in addition to any fees charged by Comdata for the cashing of the Comcheck.

Please feel free to contact Tumalo Creek Transportation with any questions you may have about these services.



Carrier Profile

CARRIER NAME:

OWNER NAME:

Fed ID#

MC#

DOT#

Physical Address:

City:

State:

Mailing Address:

City:

State:

CONTACT INFORMATION

BILLING / AR

Name:

Phone:

Fax:

DISPATCH:

Name:

Phone or Ext:

Responsibility:

Name:

Phone or Ext:

Responsibility:

Name:

Phone or Ext:

Responsibility:

TRAILERS:

(Please include number and length or description of each applicable trailer)

NUMBER	TYPE	LENGTH	NUMBER	TYPE & DESCRIPTION
	Van			Lowboy/RGN:
	Flat			Double Drop:
	Flat w/Sides			Curtainside Van/Conestoga:
	Reefer			Hot Shots:

TOTAL# OF POWER UNITS:

Communications used with Drivers (Check all that apply): Satellite Tracking

Cell Phone

Pager

Trailer spotting: Yes

No

Preferred Destinations:

City:

State:

City:

State:

City:

State:

City:

State: