Dear Carrier:

Thank you for your interest in American Freightways. Your agent provided you with this packet to be completed to aid us in the setup process. To become part of our team, we require the following documentation:

- A completed copy of the enclosed contract (Initial all pages and sign page 4)
- A completed copy of your carrier profile
- A completed copy of your W-9 form.
- A copy of Authority to Engage in Transportation (w/USDOT#)
- A copy of your liability and cargo insurance.

We request that changes not be made to our contract. Any desired modifications should be set up as an addendum on a separate sheet of paper and are subject to our review.

Before any load will be dispatched, we will need your insurance agent to provide an Cargo and Liability Insurance Accord with American Freightways as the certificate holder showing:

American Freightways
10845 Rancho Bernardo Road, Suite #100
San Diego, CA 92127

**Carrier: You** must request the **Insurance Accord** from your insurance agent and have the agent send it ASAP to either:

- Email: carpkt@afwy.net or FAX: (858) 217-3313

American Freightways brokerage authority, references and Surety Bond information is available to you at: www.afwy.net

If you should have any questions or comments, about this packet - please call 858-217-3330

Sincerely Yours,

American Freightways Team
MACROPOINT TRACKING REQUIREMENTS:

All carriers providing FTL services to American Freightways (AF) will be required to use MacroPoint electronic tracking services. This requirement is being implemented at AF as our customers have a major initiative to have all of their freight electronically tracked. Thus, we have implemented MacroPoint to meet our customer’s needs.

MacroPoint works on your driver’s existing cell phone and provides automated location updates to both your operations team and ours. The major benefits to MacroPoint are as follows:

- **Efficient** – MacroPoint will eliminate the time & cost your company and ours incur by calling drivers and reporting location information.
- **Compliant** – This process meets our client’s current tracking requirements.
- **No Cost** – AF is paying for this service. You and your driver will not be billed for MacroPoint.
- **Simple** – MacroPoint is very easy to setup.

Facts on MacroPoint for you and your driver:

- MacroPoint **will not** use any of the driver’s data and will not affect the battery of their cell phone in anyway.
- MacroPoint **does not** expose your driver’s cell phone number to anyone.
- MacroPoint is only providing updates while they are on a load for us.
- Tracking is turned off after the load has been received.
- Driver can remove MacroPoint after the load has been completed.

Your operations team / driver will be provided simple instructions on how to setup MacroPoint with your driver’s cell phone at the time the load is tendered to your company. Non-compliance to this process will result in the load being pulled from your company.
Carrier Profile

Please enter the following:

**Agent Name:** Your American Freightways Agent: ______________________

**Carrier Information:**

Carrier Name: ______________________ USDOT#: _________________
Carrier Address: _________________________________________________
City / State / ZIP: ________________________________________________

**Dispatch:**

Contact Name: ______________________ Email: ______________________
Phone: ______________________ FAX: ______________________

**Accounting:**

Contact Name: ______________________ Email: ______________________
Phone: ______________________ FAX: ______________________

**Invoice Assignment:** Our Company uses a factoring company:    Yes___   No___

Co. Name: ________________________________
Address: __________________________________
City / State / ZIP: ________________________________

*If you answer yes above but you do not provide contact information, payments will likely be delayed.*

**Payment Terms:** Select one of the three payment options below:

(_) Regular*: Payment in 30 days after receipt of POD and invoice.

(_) 7 day Quick-pay: Payment less 3% in 7 days after receipt of POD and invoice.

(_) 1 day Quick-pay: Payment less (5% + $20) in 1 day after receipt of POD and invoice.
  - Quick pay options will be activated after two loads are successfully delivered.
  - *If no selection is made in this section, you will be setup with regular payment terms.

Completed by: Name: ______________________ Title: ______________________
Carrier References

Attention New Carriers

... With authority issued less than one year ago.

If you have been in business for less than one year, please provide us with three customer references to allow us to verify your reliability as a carrier.

If you do not provide us with a name, a company name and a phone number, we will not be able to pursue the reference and will consider you as non-responsive.

References for use to verify the carrier’s reliability:

Contact 1:
- Contact Name: __________________________
- Company Name: __________________________
- Contact Phone Number: ______________________
- Date of Last Load: __________________________
  Carrier’s Reference: __________________________
  American Freightways’ Result: __________________________

Contact 2:
- Contact Name: __________________________
- Company Name: __________________________
- Contact Phone Number: ______________________
- Date of Last Load: __________________________
  Carrier’s Reference: __________________________
  American Freightways’ Result: __________________________

Contact 3:
- Contact Name: __________________________
- Company Name: __________________________
- Contact Phone Number: ______________________
- Date of Last Load: __________________________
  Carrier’s Reference: __________________________
  American Freightways’ Result: __________________________
# W-9 Request for Taxpayer Identification Number and Certification

**Name (as shown on your income tax return)**

**Business name/disregarded entity name, if different from above**

Check appropriate box for federal tax classification:
- [ ] Individual/sole proprietor
- [ ] C Corporation
- [ ] S Corporation
- [ ] Partnership
- [ ] Trust/estate
- [ ] Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership)
- [ ] Other (see instructions)

Exemptions (see instructions):
- [ ] Exempt payee code (if any)
- [ ] Exemption from FATCA reporting code (if any)

**Address (number, street, and apt. or suite no.)**

**City, state, and ZIP code**

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. The TIN provided must match the name given on the “Name” line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

- [ ] Social security number
- [ ] Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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 (IRS) 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, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, 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. See the instructions on page 3.

**Sign Here**

<table>
<thead>
<tr>
<th>Signature of U.S. person</th>
<th>Date</th>
</tr>
</thead>
</table>

### General Instructions

**Section references are to the Internal Revenue Code unless otherwise noted.**

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester’s form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A corporation, partnership, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners’ share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

Form W-9 (Rev. 8-2013)
Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name line" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name line" line. (DBA) name on the "Business name/disregarded entity name line" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity name. The name on the "Name" line must be the same name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is a disregarded entity, enter the owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name line" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name line" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3.
Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
2—The United States or any of its agencies or instrumentalities
3—A state, the District of Columbia, a possession of the United States, or any of its political subdivisions or instrumentalities
4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
5—A corporation
6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
7—A futures commission merchant registered with the Commodity Futures Trading Commission
8—A real estate investment trust
9—An entity registered at all times during the tax year under the Investment Company Act of 1940
10—A common trust fund operated by a bank under section 584(a)
11—A financial institution
12—A middleman known in the investment community as a nominee or custodian
13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

<table>
<thead>
<tr>
<th>IF the payment is for . . .</th>
<th>THEN the payment is exempt for . . .</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest and dividend payments</td>
<td>All exempt payees except for 7</td>
</tr>
<tr>
<td>Broker transactions</td>
<td>Exempt payees 1 through 4 and 6 to 11 and all O corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.</td>
</tr>
<tr>
<td>Barter exchange transactions and patronage dividends</td>
<td>Exempt payees 1 through 4</td>
</tr>
<tr>
<td>Payments over $600 required to be reported and direct sales over $5,000</td>
<td>Generally, exempt payees 1 through 5</td>
</tr>
<tr>
<td>Payments made in settlement of payment card or third party network transactions</td>
<td>Exempt payees 1 through 4</td>
</tr>
</tbody>
</table>

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.
2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys’ fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements:

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B—The United States or any of its agencies or instrumentalities
C—A state, the District of Columbia, a possession of the United States, or any of its political subdivisions or instrumentalities
D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (TIN). Enter it in the social security number box. If you do not have an ITIN, see “How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, see “Limited Liability Company (LLC) on page 2”, enter the owner’s SSN or EIN, if the owner has one. Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, go to Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the “Name” line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered inactive during 1983. You must sign your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must sign your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must sign your correct TIN, but you do not have to sign the certification.
### What Name and Number To Give the Requester

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and SSN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Individual</td>
<td>The individual</td>
</tr>
<tr>
<td>2. Two or more individuals (joint account)</td>
<td>The actual owner of the account or, if combined funds, the first individual on the account ¹</td>
</tr>
<tr>
<td>3. Custodian account of a minor (Uniform Gift to Minors Act)</td>
<td>The minor ²</td>
</tr>
<tr>
<td>4. a. The usual revocable savings trust (grantor is also trustee)</td>
<td>The grantor-trustee ³</td>
</tr>
<tr>
<td>4. b. So-called trust account that is not a legal or valid trust under state law</td>
<td>The actual owner ¹</td>
</tr>
<tr>
<td>5. Sole proprietorship or disregarded entity owned by an individual</td>
<td>The owner ⁴</td>
</tr>
<tr>
<td>6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))</td>
<td>The grantor ⁵</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>For this type of account:</th>
<th>Give name and EIN of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>7. Disregarded entity not owned by an individual</td>
<td>The owner ⁶</td>
</tr>
<tr>
<td>8. A valid trust, estate, or pension trust</td>
<td>Legal entity ⁷</td>
</tr>
<tr>
<td>9. Corporation or LLC electing corporate status on Form 8832 or Form 2553</td>
<td>The corporation ⁸</td>
</tr>
<tr>
<td>10. Association, club, religious, charitable, educational, or other tax-exempt organization</td>
<td>The organization ⁹</td>
</tr>
<tr>
<td>11. Partnership or multi-member LLC</td>
<td>The partnership ¹⁰</td>
</tr>
<tr>
<td>12. A broker or registered nominee</td>
<td>The broker or nominee ¹¹</td>
</tr>
<tr>
<td>13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments</td>
<td>The public entity ¹²</td>
</tr>
<tr>
<td>14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))</td>
<td>The trust ¹³</td>
</tr>
</tbody>
</table>

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

⁵ Note. Grantor also must provide a Form W-9 to trustee of trust.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity theft may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN.
- Ensure your employer is protecting your SSN, and be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-879-4059.

### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/r idtheft or 1-877-IDTHEFT (1-877-438-438).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
Broker’s or Freight Forwarder’s Trust Fund Agreement under 49 U.S.C. 13906
or Notice of Cancellation of the Agreement

FORM BMC-85

Filer FMCSA Account Number: 22512
License No. MC-456030

KNOW ALL MEN BY THESE PRESENTS, that we, KNM Transport, Inc. D/B/A American Freightways
(Name of Broker or Freight Forwarder)
of 10845 Rancho Bernardo Rd Ste 100
(Street)
San Diego
(City)
CA
(State)
92127
(Zip)
as TRUSTOR (hereinafter called Trustor), and Pacific Financial Association Inc
(Name of Trustee)
a financial institution created and existing under the laws of the State of California
(State) as TRUSTEE (hereinafter called Trustee)

WHEREAS, the Trustor is or intends to become either a Broker or a Freight Forwarder pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA) 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 either a licensed Broker or a licensed Freight Forwarder 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 Seventy Five Thousand Dollars ($75,000) for a Broker or Freight Forwarder, 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 Seventy Five Thousand Dollars ($75,000) for a Broker or Freight Forwarder, directly to a shipper or motor carrier any sum or sums which Trustor, in good faith, determines that the Trustor has failed to pay and would be held liable by reason of Trustor’s failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trust or 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 Seventy Five Thousand Dollars ($75,000) Brokers or Freight Forwarders, Trustor shall, within thirty (30) days, replenish the trust fund up to Seventy Five Thousand Dollars ($75,000) Brokers or Freight Forwarders by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Seventy Five Thousand Dollars ($75,000) Brokers or Freight Forwarders.

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 canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

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 Arizona, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the 1 day of October, 2013, 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 Principal and Surety have executed this instrument on the _______ day of ________, ________.

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**TRUSTOR**

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>KNM Transport, Inc. D/B/A American Freightways</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td>10845 Rancho Bernardo Rd Ste 100 San Diego</td>
</tr>
<tr>
<td>CITY</td>
<td>CA 92127 (888)569-9998</td>
</tr>
<tr>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
<tr>
<td>Mark Goodacre</td>
<td>President</td>
</tr>
<tr>
<td>(Principal officer’s signature)</td>
<td></td>
</tr>
<tr>
<td>(type or print witness’s name)</td>
<td></td>
</tr>
<tr>
<td>(witness’s signature)</td>
<td></td>
</tr>
</tbody>
</table>

**TRUSTEE**

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>Pacific Financial Association Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>STREET ADDRESS</td>
<td>12707 High Bluff Dr. Ste. 200 San Diego</td>
</tr>
<tr>
<td>CITY</td>
<td>CA 92130 (800) 595-2615</td>
</tr>
<tr>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
<tr>
<td>Daniel J. Larson, President</td>
<td>(type or print Principal officer’s name and title)</td>
</tr>
<tr>
<td>(Principal officer’s signature)</td>
<td></td>
</tr>
<tr>
<td>(type or print witness’s name)</td>
<td></td>
</tr>
<tr>
<td>(witness’s signature)</td>
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</table>

**NOTICE OF CANCELLATION**

This is to advise that the above Trust Fund Agreement executed on the __________ day of __________, 2013 is hereby cancelled 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.

Date Signed | Signature of Authorized Representative of Trustee or Trustor

Only financial institutions as defined under 49 CFR 387.307(c) 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.
BROKER/CARRIER TRANSPORTATION AGREEMENT

Carrier ID No. _____________________________  Carrier MC No.:   _________________________
Carrier Name:  _____________________________  Carrier DOT No.  _________________________
Agreement Date: _____________________________

THIS AGREEMENT is made and entered by and between ________________________________________
("Carrier") and American Freightways ("Broker") on the date set forth above.

WHEREAS, Broker is a property broker, arranging the transportation of general commodities by
authorized carriers in interstate commerce for its shipper customers; and is duly qualified to operate as
such, licensed by the Federal Motor Carrier Safety Administration, as evidenced by license number MC-
456030.

WHEREAS, Carrier is a motor carrier of property in intrastate and/or interstate commerce, providing
transportation of general commodities; and is duly qualified to operate as such, licensed by the Federal
Motor Carrier Safety Administration and/or the applicable state agency, as evidenced by license
number(s) ________________________________________.

WHEREAS, Broker desires to engage the services of Carrier for transportation of the general
commodities of Broker's shipper customers and Carrier desires to perform such transportation services
at Broker's request.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as
follows:

1. RATES AND CHARGES: As full and complete compensation for the services to be provided
hereunder, Broker shall pay Carrier at the rates and charges negotiated by Broker and Carrier on a
per-shipment basis. All rates so negotiated shall be confirmed in writing; and each such rate
confirmation will be considered an addendum to this Agreement.

2. PAYMENT OF RATES AND CHARGES: Carrier shall tender invoices to Broker for the
services provided under this Agreement and Broker shall make payment on such invoices within 30
days after receipt thereof.

Carrier shall seek payment for the services performed hereunder solely and exclusively from Broker;
and shall not, under any circumstances, present an invoice, bill, demand or other claim for payment to
Broker's customers or any consignor or consignee of a shipment handled under this Agreement.

Carrier waives any and all lien rights that it may otherwise have pursuant to any state or federal law
for non- or late payment of the charges assessed for the services provided pursuant this Agreement.

3. INDEPENDENT CONTRACTOR: In the performance of the transportation services provided
hereunder, Carrier shall at all times be considered an independent contractor in relation to Broker and
not an agent or employee of Broker or its customers. Specifically, Carrier shall operate its own
independent motor carrier business, exercising exclusive control, supervision and direction over the
manner in which its services are provided, the persons engaged in providing the services and the equipment used in providing such services.

4. **CARRIER’S LICENSES, SAFETY RATING AND OTHER OPERATING REQUIREMENTS**: At all times during the term of this Agreement, Carrier shall maintain such licenses and permits as are required by state and/or federal authorities with respect to transportation services performed by a motor carrier; and maintain such insurance coverage as is required hereunder (pursuant to section 9 below).

It shall be the sole responsibility of Carrier, at its expense, to (a) provide motor vehicles and equipment, for use in the performance of its services, which are in good and efficient condition, both as to operation and appearance; (b) furnish all fuel, oil, tires, supplies, parts and any other equipment required for the safe, timely and efficient operation and maintenance of such vehicles and equipment; (c) employ or utilize in the operation of such vehicles and equipment fully qualified personnel or contractors; (d) pay, all applicable payroll taxes and costs for unemployment insurance, pensions, workers’ compensation, Social Security and related employment costs with respect to the persons engaged in the performance of such transportation service; and (e) comply with applicable rules and regulations, including, without limitation, those of the United States Department of Transportation, the Federal Motor Carrier Safety Administration and/or any applicable state agency.

At all times during the term of this Agreement, Carrier shall maintain a rating other than “Unsatisfactory” or “Unfit” under the Compliance, Safety, Accountability (CSA) Motor Carrier Safety Measurement System (or other rating equivalent to the “Unsatisfactory” or “Unfit” ratings, as such System may change); and shall provide Broker with written notification within five days of receipt of any “Unsatisfactory” or “Unfit” (or similar) safety rating. Upon Carrier’s receipt of an “Unsatisfactory” or “Unfit” (or similar) safety rating, Broker may immediately terminate this Agreement.

5. **CARRIER’S SERVICES NON-DELEGABLE**: Carrier shall perform all services to be provided hereunder and, unless Carrier receives Broker’s express written consent, shall not delegate, broker, assign, interline, interchange, transfer, subcontract or make any other arrangement whereby a shipment under this Agreement is transported in whole or in part by any carrier not named in this Agreement. In the event Carrier delegates, brokers, assigns, interlines, interchanges, transfers or subcontracts any shipment referred by Broker under this Agreement without the express written consent of Broker, Carrier (a) shall nevertheless remain responsible to Broker under the terms of this Agreement as if Carrier had performed the services itself for any loss, damage or unreasonable delay or for any indemnity or other obligation of Carrier included herein; (b) will pay all transportation charges for any service(s) of the other carrier(s); and (c) will indemnify and defend Broker from and against any act or omission of such carrier(s) or any claims or causes of action of any kind made by any such carrier(s) or any other party in connection with its provision of services. In no event shall Broker be liable for the payment of any rates or charges related to such services unless expressly included in the written per-shipment confirmation issued and accepted for the particular shipment.

6. **BILLS OF LADING**: The terms, conditions and provisions of such bills of lading used for the transportation of any shipments handled by Carrier at Broker’s request shall be subject and subordinate to the terms, conditions and provisions of this Agreement. To the extent that any of the terms, conditions and/or provisions of any such bill of lading conflict with any terms, conditions or provisions of this Agreement, the terms, conditions and provisions of this Agreement shall govern.

Each bill of lading or similar shipping document shall identify Broker as the bill-to party for freight charges and Carrier as the carrier. Broker shall not be identified as the shipper, carrier or consignee.

In addition, any provisions in any such bill of lading purporting to make the underlying transportation subject to the terms of any of Carrier’s tariffs, schedules, service guides or other similar documents are
specifically made inapplicable to shipments handled hereunder.

7. LIABILITY FOR LOSS OF, DAMAGE TO OR DELAY IN DELIVERY OF FREIGHT: Broker shall not be liable to its customers for loss of, damage to or delay in delivering any shipments transported pursuant to this Agreement. Such liability shall lie exclusively with Carrier. Carrier's liability for loss of, damage to or delay in delivery of any of Broker's customers' freight transported pursuant to this Agreement shall be governed by the provisions of 49 U.S.C. § 14706, that is, Carrier shall be liable to such shipper or consignee for any actual loss of, damage to or delay in delivering any shipments occurring from any cause whatsoever while in the possession or under the control of Carrier or resulting from Carrier's performance of or failure to properly perform the transportation services provided for herein, provided that claims for loss, damage or delay are submitted to Carrier in writing within nine months after delivery or, in case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed.

No released value or other limitation of liability shall apply to Carrier's liability hereunder unless expressly agreed to by Broker prior to the transportation of the shipment in a signed writing separate from any bill of lading or delivery receipt issued by Carrier. Moreover, the amount of Carrier's cargo insurance shall not serve to limit Carrier's liability for any freight claims submitted by Broker's customers.

Carrier shall promptly handle and endeavor to resolve in good faith any claims which are submitted either by Broker on behalf of the shipper or consignee or directly by the shipper or consignee for loss, damage or delay to any commodities transported pursuant to this Agreement.

Upon notification to Broker that a shipment handled by Carrier has been delivered damaged, short or late or that such a shipment has not been delivered at all and/or upon receipt by Broker of a claim for such loss, damage or delay, Broker may withhold from Carrier all sums otherwise due to Carrier for that shipment and all prior and subsequent services until the claim is fully resolved or Carrier or its insurer has confirmed in writing assumption of liability for such claim with no recourse against Broker.

If Broker is compelled by court order, arbitration award or business judgment to pay a claim for loss of, damage to or delay in delivery of a shipment handled by Carrier under this Agreement, Carrier shall reimburse Broker for the amount so paid by Broker and, if Carrier fails to reimburse Broker for such claim payment upon demand, Broker may withhold the amount of its claim payment from sums otherwise due Carrier and pursue Carrier for the balance thereof.

8. INDEMNITY: Carrier shall at all times (both during and after the term hereof) defend, indemnify and hold harmless Broker and its partners, officers, agents and employees from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including, without limitation, reasonable legal fees) or actions of every nature or character (including, but without limitation, claims or actions for loss of, damage to or delay in delivery of freight, personal injury, death, workers' compensation and/or damage to equipment and property), asserted against Broker by any agent or employee of Carrier or by any other person arising out of services performed by Carrier or at Carrier's request under this Agreement.

Carrier shall also defend, indemnify and hold harmless Broker from and against any and all claims for collection of charges by another transportation entity to which Carrier delegates, brokers, assigns, interlines, interchanges, transfers or subcontracts its obligations under this Agreement, whether with or without Broker's consent.

Broker shall defend, indemnify, and hold harmless Carrier and its partners, officers, agents and from and against any and all claims, liabilities, losses, damages, fines, penalties, payments, costs and expenses (including, without limitation, reasonable legal fees) caused by and resulting from the
negligence or intentional misconduct of or violation of applicable laws or regulations by Broker or its partners, officers, agents or employees.

Any indemnified party under this section shall promptly tender the defense of any claim to the indemnifying party.

9. **REQUIRED INSURANCE**: Carrier shall, at all times during the term of this Agreement, carry commercial auto liability insurance in the minimum amount of **$1,000,000.00** or in an amount required by law, whichever is greater.

In addition, Carrier shall, at all times during the term of this Agreement, carry cargo insurance in the minimum amount of **$100,000.00** per occurrence for loss of or damage to property carried on any one motor vehicle, or in an amount required by law or an amount requested by Broker on a per-shipment basis, whichever is greater.

Carrier’s commercial auto liability and cargo insurance coverage shall not exclude any claim or liability related to the transportation of specific classes or kinds of goods, loading or unloading operations, unattended vehicle, vehicle or trailer theft, or unscheduled vehicles; and Carrier shall not invoke any such exclusion in order to avoid any liability arising hereunder.

Carrier shall name Broker a certificate holder on the cargo policy and an additional insured on the commercial auto liability policy.

Carrier shall also maintain workers’ compensation coverage for all personnel employed by Carrier in connection with its transportation operations and services performed under this Agreement in the minimum amount required by applicable laws.

All premiums for the insurance described in this section shall be paid by Carrier at its own expense.

Carrier shall furnish Broker with proof of all such required insurance coverages in the form of current Certificates of Insurance and/or other forms prescribed by applicable state or federal regulations and, upon request by Broker, copies of the underlying policies. Broker reserves the right to review, approve and/or reject Carrier’s insurance policies at any time during the term of this Agreement. The policies shall not be subject to cancellation or modification without 30 days’ prior notice to Broker; and Carrier shall promptly notify Broker of any such cancellation or modification.

10. **COLLECTION OF CHARGES, UNDERCHARGES AND OVERCHARGES**: Any claim by Carrier to recover charges or undercharges alleged to be due for services performed under this Agreement shall be submitted in writing to Broker within 180 days of delivery or tender of delivery of the shipment or shipments with respect to which such charges or undercharges are claimed, or within the time prescribed by any applicable state or federal law, whichever is shorter. Submission of a claim for charges or undercharges within the stated 180-day period constitutes an essential prerequisite to the filing of an action or proceeding to recover such charges if not paid by Broker. The expiration of the 180-day claim-submission period without timely submission of a claim constitutes a complete and absolute defense to any such claim unless Broker has expressly agreed in writing to waive such defense in whole or in part.

Provided that such 180-day claim-submission requirement has been timely satisfied, and that Broker has failed to make payment on such claim, Carrier may initiate an action or proceeding against Broker to recover such charges not more than 18 months after delivery or tender of delivery of the applicable shipment or shipments. Expiration of the 18-month suit-filing period without the commencement of any action or proceeding constitutes a complete and absolute defense to any such action or proceeding unless Broker has expressly agreed in writing to waive such defense in whole or in part.
Any claim by Broker to recover overcharges or duplicate payments shall be submitted to Carrier within 180 days of Broker’s payment of Carrier’s invoice for such charges; and any action or proceeding by Broker against Carrier to recover such charges shall be commenced not more than 18 months after Broker’s receipt of Carrier’s applicable invoice.

11. FORCE MAJEURE: No delay or failure in performance by either party shall constitute default under this Agreement or give rise to any claim for damages when such delay or failure results from causes beyond the reasonable control of, and without fault or negligence of, the party whose performance is so affected. Such causes, collectively referred to as “Force Majeure,” include acts of God; floods or unusually severe weather that could not reasonably have been anticipated; changes in law; acts of the public enemy; war, rebellion or civil disturbance; and fires, explosions and other such catastrophic events. If either party considers that its performance is affected by Force Majeure, it shall promptly give written notice to the other party stating pertinent details; and shall do all things reasonably possible to remove the cause and mitigate its effects.

12. AGREEMENT NON-EXCLUSIVE: It is understood and agreed between the parties hereto that this is a non-exclusive agreement, that is, that Broker is free to arrange transportation services for its customers other than with Carrier and that Carrier is free to provide transportation services to freight forwarders, brokers or shippers other than Broker.

13. NOTICE: Any written notice which either party hereto may be required or desire to give or serve upon the other party shall be delivered in person or sent by first class mail, facsimile or e-mail addressed as follows (or as otherwise provided by the parties hereto):

**BROKER:** American Freightways  
Contact Name: Mark Goodacre  
Address: 10845 Rancho Bernardo Rd. Suite 100  
San Diego, CA 92127  
Fax: 858.217.3331  
E-Mail Address: mgoodacre@afwy.net

**CARRIER:**  
Contact Name:  
Address:  
Fax:  
E-Mail Address:  

14. EFFECTIVE DATE, TERM AND TERMINATION: This Agreement shall become effective on the date set forth on the first page and shall continue in effect until terminated by either party, with or without cause, upon 30 days’ written notice to the other party.

Furthermore, Broker shall have the right to terminate this Agreement forthwith upon written notice to Carrier in the event that (a) all or any portion of Carrier’s operating authority required by this Agreement is revoked, canceled, suspended or discontinued by operation of law or otherwise; (b) voluntary or involuntary bankruptcy proceedings are initiated with respect to Carrier or Broker.
becomes aware of evidence indicating the insolvency of Carrier; (c) Carrier fails to obtain or maintain insurance policies in compliance with the requirements herein; or (d) Carrier fails to maintain a safety rating in compliance with the requirements herein.

15. ASSIGNMENT: Neither Broker nor Carrier may assign its rights under this Agreement without the other party’s express written consent. Upon assignment with written consent, this Agreement shall be binding upon and inure to the benefit of the assigning party’s successor or assignee.

16. ENTIRE CONTRACT: This Agreement sets forth the entire contract between the parties and supersedes all prior or contemporaneous written or oral negotiations between the parties.

17. MODIFICATIONS: The terms of this Agreement may be modified only through written agreement, mutually agreed to and signed by authorized representatives of both of the parties.

18. APPLICABLE LAW AND VENUE: To the extent not governed by the Interstate Commerce Act or other applicable federal statute, the laws of the State of California shall govern the validity, construction and performance of this Agreement and all controversies and claims arising hereunder. Any lawsuits, arbitrations or other legal proceedings brought to enforce or interpret the terms of this Agreement shall be brought exclusively in San Diego County, California; and the parties consent to personal jurisdiction in such County.

19. SEVERABILITY: If any provision of this Agreement is determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.

20. ATTORNEYS’ FEES: If either party initiates legal action against the other party to interpret or enforce the terms of this Agreement or to resolve any claims or disputes arising hereunder, the party prevailing in such action shall be entitled to recover from the non-prevailing party such sum as the arbitrator or court determines to be reasonable attorneys’ fees in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date(s) set forth below.

AMERICAN FREIGHTWAYS

By: ________________________________
Name: Mark Goodacre
Title: Vice President
Date: ______________________________

Tax ID No.: _________________________
State of Incorporation: _______________

(Carrier)

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

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