

TRANSPORTATION CONTRACT

This Contract is made _____, 200___, by and between Network F.O.B., Inc, and any of its related entities ("Network"), and _____, a properly authorized for-hire carrier located at _____ ("Carrier").

WITNESSETH:

WHEREAS, Network is a surface freight forwarder under Permit FF-1941, and as such acts as an independent shipper;

WHEREAS, Carrier is authorized as a for-hire carrier pursuant to authority issued under Docket No. MC- _____; and

WHEREAS, Network and Carrier wish to enter into a contract pursuant to the terms of which Network will tender freight to Carrier for transportation.

In consideration of the recitals set forth above, and the mutual promises and covenants set forth herein, the parties agree as follows:

1. Scope of the Contract. Subject to the terms and conditions contained in Network's Carrier Terms and Conditions, Carriers may view Network's Additional terms and conditions on the Internet at www.networkfob.com or request a copy from any Network FOB representative, Network agrees to tender and Carrier agrees to transport shipments in full compliance with all laws, rules and regulations governing for-hire motor carriage. Carrier further agrees that it will not broker or otherwise tender any load tendered by Network to another carrier, **without Network's prior written consent.** In the event Carrier breaches this prohibition Carrier shall forfeit all compensation due Carrier under paragraph 2.

2. Compensation. The actual services to be rendered and the compensation to be paid to Carrier shall be determined on a load-by-load basis as mutually agreed upon by Network and Carrier and confirmed Schedule A, which shall be attached hereto and incorporated herein. Unless objected to by Carrier upon receipt of the Schedule A for the shipment, Carrier shall be conclusively presumed to have agreed that the terms and conditions set forth on Schedule A for the shipment are fully and correctly stated.

3. Payment. Network shall pay Carrier within thirty (30) days of Network's receipt of Carrier's freight bill, **listing Network's Order Number**, the signed delivery receipt, without exception or notation, the original signed bill of lading, and the signed **Network FOB Rate Confirmation** (Schedule A Addendum) or copy thereof.

4. Cargo Liability. Carrier agrees to abide by the rules and regulations concerning the disposition and settlement of claims for loss and damage set forth at 49 C.F.R. Part 370. The parties acknowledge and agree that Carrier's liability shall be that of a common carrier as set forth in 49 U.S.C. Section 14706 and claims shall be disposed of in accord with 49 CFR Part 370.

5. Insurance. Carrier, at its sole expense, shall maintain workers' compensation coverage as required by state law, and commercial general liability and automobile liability insurance with minimum limits of \$1,000,000 per occurrence for personal injury and property damage, and cargo insurance in an amount sufficient to cover the cargo hauled but in no event in an amount less than \$100,000. Carrier shall furnish Network with a Certificate of Insurance evidencing said coverage, and shall require its insurance carrier to give Network written notice thirty (30) days prior to the cancellation or modification of said insurance.

6. Indemnification. Carrier agrees to indemnify, defend and hold Network, and its customers, harmless in accordance with the Indemnification Provision contained in Network's Carrier Terms and Conditions.

7. Account Protection. Carrier understands and agrees that Network has put forth substantial effort and investment to develop its accounts and to secure the good will of its customers. As part consideration of this Contract, during the term of this Contract and for a period of one (1) year after the effective date of any termination hereof, Carrier shall not, directly or indirectly, attempt to solicit, serve, divert or bypass, or perform any services for compensation for any shipper or receiver who is now or during the term of this Contract becomes a customer of Network. Unless Carrier is given prior written authorization, Carrier agrees to pay Network a commission of twenty-five (25%) percent of all revenues billed for a period of eighteen (18) months to any account of Network in violation of any of the foregoing, and such commission shall be due and payable within thirty (30) days after the billing date.

8. Waiver. All rights and remedies provided by the Interstate Commerce Commission Termination Act, which have not been specifically waived herein or in Network's Carrier Terms and Conditions, and which are not inconsistent or in conflict with the rights and remedies provided herein shall continue to apply to transportation provided by Carrier for Network pursuant to this Contract.

9. Effective Date. This Contract shall become effective on the date first shown above and continue until terminated by either party upon ten (10) days written notice.

10. Governing Law. This Contract shall be governed by the laws of Minnesota and all disputes will be litigated in the courts of the State of Minnesota. In the event of litigation, if Network prevails, it shall be entitled to recover its attorney's fees.

11. Network's Additional Carrier Terms and Conditions. Carrier represents and warrants that it has read and understands Network's Carrier Terms and Conditions. In addition to this Transportation Contract, Carrier further agrees to abide and be bound by Network's Carrier Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

NETWORK F.O.B., INC.

CARRIER:

By _____

By _____

<i>Legal Name</i>			
<i>Business Name</i> NETWORK F OB INC		<i>DUNS #:</i> 62-709-1184	
<i>Billing Address</i>	P.O. Box K Two Harbors, MN 55616	<i>Physical Address</i>	2980 COMMERS DR SUITE 850 EAGAN, MN 55121
Required: Include signed Rate Confirmation, Delivery Receipt, and print Network's Order Number on freight bill.			
<i>Telephone</i>	1-651-256-1000	<i>Toll-Free</i>	1-800-325-7886
		<i>Fed ID</i>	41-1918032
<i>Ownership</i>	CORPORATION	<i>Established</i>	1972
		<i>MC-Number Issued</i>	
<i>Business Type</i>	FREIGHT FORWARDER #1941	<i>Branches</i>	NONE
<i>Warehouse</i>	YES	<i># of Employees</i>	50
		<i>Affiliates</i>	

Company Officers: TIMOTHY G TAYLOR, PRESIDENT Email: TTaylor@NetworkFOB.com
BOB HOEBELHEINRICH, CFO Email: bobh@NetworkFOB.com
Managers: BARB KESTLER, CARRIER MANAGER Email: BKestler@NetworkFOB.com

Agencies of Network FOB, Inc. – See the Network FOB website for a complete listing of agencies.

www.NetworkFOB.com

24/7 Check payment status online @ www.networkfob.com, click "Carriers enter here".
For instructions call 651-212-4231

Credit Reference List

Abramovich Trucking Owatonna, MN 507-446-8633 Attn: Marty Fax 507-451-8357	JD Campbell Richmond, IN 765-935-2386 Attn: JD Fax 765-935-3743
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Bay & Bay Transfer
Rosemont, MN 55068
651-480-7961
Attn: Becky
Fax 651-480-7996

Bank Reference

Bridgewater Bank
Terry Keller
21500 Highway 7
Greenwood, MN 55331
952-653-0613 voice
952-470-3933 fax

Network F.O.B. authorizes the release of credit information from the above sources.
S/ Timothy G. Taylor
President



HONORS

NETWORK F.O.B.

AS A DISTINGUISHED MEMBER IN GOOD STANDING SINCE 1997
THIS CERTIFICATE OF MEMBERSHIP RECOGNIZES YOUR

LEADERSHIP IN THE THIRD PARTY LOGISTICS INDUSTRY,

Commitment to customer service, and

*Dedication to ethics and excellence through adherence to the
TIA Code of Ethics.*

Issued for the 2010 membership year by the
Transportation Intermediaries Association

A handwritten signature in black ink, appearing to read 'Robert A. Voltmann', written over a horizontal line.

Robert A. Voltmann
President & CEO

A handwritten signature in black ink, appearing to read 'Chip Smith', written over a horizontal line.

Chip Smith
Chairman, TIA Board of Directors



Network F.O.B., Inc.

is

PERFORMANCE CERTIFIED

by the Transportation Intermediaries Association

*indicating the company's commitment
to the most professional industry standards
and
participation in TIA's
Guaranteed Payment Program*

Valid through April 2010, Bond 100027, with a limit of \$90,000.00



Gilles Roch
Chairman
TIA Services

Robert A. Voltmann
President & CEO
Transportation Intermediaries Association

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Network FOB, Inc	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) 2980 Commers Drive, Suite 850	Requester's name and address (optional)
	City, state, and ZIP code Eagan, MN 55121	
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 Line 1 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.

Social security number
or
Employer identification number
41 : 1918032

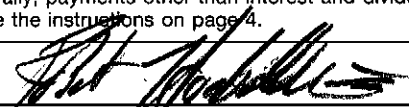
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (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
- I am a U.S. citizen or other U.S. person (defined below).

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 4.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 11/25/09
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General Instructions

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

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, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.

Note. If 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 partnership, corporation, 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 on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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

JUL 6 - 2004

400 7th Street SW
Washington, DC 20590

Service Date
July 06, 2004

PERMIT
FF-1941-P
NETWORK F.O.B., INC
EAGAN, MN

This Permit is evidence of the carrier's authority to engage in operations as a freight forwarder of property, including household goods.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

Angel Sebastian, Chief
Information Systems Division

NOTE: This registration is issued pursuant to a transfer.

PFB-A



June 09, 2009

TIM TAYLOR
NETWORK F O B INC
2980 COMMERCE DR STE 850
EAGAN, MN 55121

CERTIFICATE OF STANDARD CARRIER ALPHA CODE (SCAC) RENEWAL

The Standard Carrier Alpha Code of **NFOB** has been renewed for:

NETWORK F O B INC
2980 COMMERCE DR STE 850
EAGAN, MN 55121
FF1941

This Alpha Code will apply only to the company name shown above through June 30, 2010. A renewal notice will be mailed approximately one month prior to expiration and must be returned promptly together with payment to ensure its continued validity. Should the company name or address change, please notify the National Motor Freight Association, Inc. at the address above.

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

If you participate in the Bureau of Customs and Border Protection (BCBP) automated programs (ACF, AMS, CAFES, FAST, PAPS), your SCAC and related company information has been sent to BCBP electronically and is updated on a nightly basis. If you have encountered a problem using your SCAC with BCBP, or a copy of this letter has been requested by BCBP, only then should you forward the requested information by email (preferred) as a PDF or TIF attachment, or fax to the following address:

CBP SCAC Processing
Bureau of Customs and Border Protection
7681 Boston Blvd., Beauregard 1st Fl Wing A
Springfield, VA 22153
AMS.SCAC@DHS.GOV
Fax 703.650.3650

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



Carrier Payment Information

Billing Address: P.O. Box K, Two Harbors, MN 55616

Required: Include signed Rate Confirmation, Delivery Receipt, and print Network's Order Number on freight bill.

As a select carrier for a Network F.O.B. client, you have access to ACH Payments, a Network F.O.B. service that pays your invoice directly into your bank account.

Payment Options:

Payment via ACH Direct Deposit

Payment transmitted via ACH into your bank account.

Standard Payment

Check sent via US Mail.

You may choose to use the ACH payment option after your first load hauled for Network FOB. It is a quick, easy and reliable way for you to get your money faster.

We look forward to helping your business succeed and grow.

If this is your first time using Network FOB, welcome. Please let us know if you use a factoring company.

Check payment status online 24/7 @ www.networkfob.com/carriers.html
(Instructions 651-212-4231)

Sincerely,
Carrier Payments Team, 651-256-1000