



Infiniti Logistics, Inc.

4701 College Blvd, Suite 104

Leawood, KS 66211

(913) 324-4100

Fax (913) 324-4104

www.infinitilogistics.com

- Infiniti Logistics, Inc. specializes in quality and custom logistics solutions for your company. With over 30 years of combined knowledge and experience in the transportation industry, we know the industry and market which aids in competitive pricing and flexible rates.
- Our dedicated and dependable carriers work with us closely to keep you informed with the status of your freight from pickup to delivery. We are constantly auditing our carrier records for safety ratings, DOT compliance, insurance cancellations, and service failures. This service helps ensure the customer that their freight is in good hands.
- Specializing in: **DRY VAN, REEFER, PARTIAL, LTL, EXPEDITED, INTERMODAL, FLATBED, STEPDECK, POWER ONLY, DRIVE-AWAY, HEAVY HAUL, AND INTERNATIONAL** freight within the continental United States and Canada.
- **We have a dispatcher available 24 hours a day - 7 days a week - 365 days a year for all of your shipping needs.**

Company Contacts

President	Dave Gibbons	dave@infinitilogistics.com
National Sales Manager	Jay Hogg	jayh@infinitilogistics.com
Dispatch	Darryl Outler Dan Rafiner	darryl@infinitilogistics.com dan@infinitilogistics.com
Accounting Manager	Jay Widman	jay@infinitilogistics.com
Receivables / Payables	Connie Studna	connie@infinitilogistics.com

DIRECT AFTER HOURS PHONE # 913-206-5127

CALL US ANYTIME 877-324-4109

24 HOURS A DAY – 7 DAYS A WEEK – 365 DAYS A YEAR

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)

Business name, if different from above
Infiniti Logistics, Inc.

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
 Other (see instructions) ▶

Exempt
payee

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

4701 College Boulevard, Suite 104

City, state, and ZIP code

Leawood, KS 66211

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 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	
26	1517567

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 ▶

D. W. Gibbons Jr.

Date ▶

2/21/2011

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,



Infiniti Logistics, Inc.

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Leawood, KS 66211
(913) 324-4100
Fax (913) 324-4104

CREDIT INFORMATION

Billing Information:

Infiniti Logistics, Inc
Attention: Jay Widman
4701 College Blvd #104
Leawood, KS 66211

877-324-4109 or 913-324-4100
Fax: 913-324-4104 or 913-948-7731
Email: jay@infinitilogistics.com

Federal ID: 26-1517567
MC: 628915

Banking Information:

Marshall & Isley Bank
PO Box 2045
Milwaukee, WI 53201-2045

800-511-9966
414-259-9929

Branch:
M&I Bank - Westglen
7225 Renner Rd.
Shawnee, KS 66217

913-248-2906
Fax 913-962-1402

Officer Contact: Mark Sloan, Assistant Vice President



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Fax (913) 324-4104

MC# 628915

SCAC: ILIO

Trade References

**Davidson Trucking
Attn: Don Davidson
PO Box 162
Bradner, OH 43406
800-243-2544**

**Team Driveaway
Attn: Dave Whitney
23712 West 83rd Terrace
Shawnee, KS 66227
913-825-4776**

**Z Transportation
Attn: Louie
20-10 Maple Ave, Bldg 35
Fairlawn, NJ 07410
201-773-8070**

**AA Express
Attn: Fikret
610 Majesty Court
St Louis, MO 63125
314-544-7475**

**Five Star Carriers
Attn: Sergio
4117 Goss Avenue
Schiller Park, IL 60176
224-535-8500**



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

1200 New Jersey Ave. S.E.
Washington, DC 20590

SERVICE DATE
December 31, 2007

LICENSE
MC-628915-B
INFINITI LOGISTICS, INC
LEAWOOD, KS

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 applicant 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 "Kathy Wehner".

Kathy Wehner, Chief
Information Systems Division

BPO

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0017. Public reporting for this collection of information is estimated to be approximately 10 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

Form BMC-85

Approved by OMB
2126-0017
Expires: 05/31/2012
License No.
MC-628915

FILER FMCSA
ACCOUNT NO. 24886

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

KNOWN ALL MEN BY THESE PRESENTS, that we INFiniti LOGISTICS, INC.
(Broker)

of 4701 COLLEGE BLVD., STE. 104 LEAWOOD KS 66211
(Street) (City) (State) (Zip code)

as TRUSTOR (hereinafter called Trustor), and 1st Security Financial Corporation
(Name of Trustee)

a financial institution created and existing under the laws of the State of Ohio
(State or District of Columbia)

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

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

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

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

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

9. This agreement may be canceled at any time upon thirty, (30) days written notice by the Trustee or Trustor or 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 agree 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 Ohio, to the extent not inconsistent with the rules and regulations of the FMCSA.

This trust fund agreement is effective the Twenty Sixth day of December, 2007, 12: 01 am, standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

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

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 13th day of November, 2009.

TRUSTOR

TRUSTEE

Name INFINITI LOGISTICS, INC.

Name 1ST SECURITY FINANCIAL CORPORATION

Address 4701 COLLEGE BLVD., STE. 104
Road LEAWOOD KS 66211

Address 3929 Noc Bixby

Columbus, OH 43232

Telephone No. 877-324-4109

Telephone No. 614-834-8141

By David W. Gibbons
DAVID W. GIBBONS, PRESIDENT

By G. Brice Parks
G. BRICE PARKS, PRESIDENT

Witness [Signature]

Witness Aimee E. Hunkeler

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

NOTICE OF CANCELLATION

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

DATE SIGNED

SIGNATURE OF AUTHORIZED
REPRESENTATIVE OF TRUSTEE OR TRUSTOR

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)

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
 Other (see instructions) ▶

Exempt
payee

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

Requester's name and address (optional)

City, state, and ZIP code

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

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

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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).

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Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

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Purpose of Form

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- An estate (other than a foreign estate), or
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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,

BROKER-CONTRACT CARRIER AGREEMENT

THIS AGREEMENT is made this ____ day of _____ between Inland Logistics, Inc., of Olathe, KS (BROKER), and _____ of _____ (CARRIER)

WHEREAS, BROKER has been issued a license by the Interstate Commerce Commission (ICC) at Docket No. MC-628915 to engage in operations as a property BROKER of general commodities (except household goods), between points in the United States

BROKER is now subject to the jurisdiction of the Federal Motor CARRIER Safety Administration (FMCSA) in connection with the authority issued by the ICC; and

WHEREAS, CARRIER has been issued a Permit by the ICC and/or the FMCSA to engage in operations as a motor contract CARRIER of general commodities, with certain exceptions, between points in the United States; and

WHEREAS, BROKER desires to avail itself of CARRIER's motor CARRIER service, and CARRIER desires to furnish to or CARRIER service to the BROKER.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto, intending to be legally bound hereby, agree, represent and warrant as follows:

1. BROKER will tender to CARRIER for transportation within the scope of the operating authority granted by the ICC and/or FMCSA a series of shipments consisting of not less than one (1) shipment of freight per year during the term of this Agreement;
2. CARRIER agrees to accept for transportation and to transport such freight as BROKER shall, pursuant to the terms of this Agreement and within the capabilities and legal rights of the CARRIER, call upon CARRIER to transport;
3. In the event of any accident or delay in transit which will interfere with prompt delivery or impair the safety or condition of the commodities tendered to CARRIER for transportation hereunder, CARRIER shall promptly notify BROKER by telephone of said accident or delay and take all necessary steps to protect and preserve the shipment;
4. CARRIER shall provide BROKER with invoices and proof of delivery for service rendered promptly upon the performance of such services, and BROKER shall make payment to CARRIER within twenty-one (21) days of receipt of such invoices and/or of delivery.

The parties agree that the rate for each shipment will be negotiated for that shipment. After a rate is agreed to, BROKER shall execute and fax to CARRIER a rate confirmation sheet, which will specifically identify the shipment. CARRIER shall execute and return the rate confirmation sheet to BROKER. In the event the CARRIER fails to return the executed rate confirmation sheet to BROKER, CARRIER's acceptance of the shipment shall constitute its acceptance of the terms set forth on the rate confirmation sheet. These rate confirmation sheets shall be an accepted amendment to this Agreement.

5. Each incident of transportation of property pursuant to the terms and conditions of this Agreement shall be evidenced by a written receipt signed by CARRIER, shipper and receiver, showing the kind and quantities of freight received and delivered by CARRIER at the loading and unloading points, respectively. Such receipt shall be evidence of receipt of such commodities by CARRIER in good order and condition unless such commodities are not readily observable or as may be otherwise noted on the face of such receipt. To the extent any term or condition of such receipt conflicts in any way with any term or condition of this Agreement, this Agreement shall take precedence and control the resolution of disputes.
6. BROKER, unless otherwise agreed upon in writing by the parties, shall have the sole responsibility to invoice the shipper or receiver for all charges, and to collect such charges from the shipper or receiver. Payment of the freight charges to BROKER shall relieve shipper or receiver of any liability to the CARRIER for non-payment of charges.

7. CARRIER, at its cost and expense, shall provide motor vehicle equipment for use in the services to be performed hereunder which is adequate and satisfactory to the BROKER and shall maintain such equipment in good and efficient condition. CARRIER, at its cost and expense, shall employ competent, reliable and physically fit drivers, and shall procure and maintain such licenses and permits as are required by local, state and federal authorities with respect to such transportation services, and will comply with all federal, state and municipal rules, regulations, statutes and ordinances in connection with the rendition of the services contemplated herein.

8. CARRIER shall be liable for full actual loss resulting from loss, damage, injury or delay on shipments transported under the terms of this agreement. Full actual loss is the replacement cost of freight tendered to the CARRIER for transport. All claims for loss and damage shall be handled and processed in accordance with regulations published in the Code of Federal Regulations at 49 CFR Part 370. In the event CARRIER does not reimburse the BROKER or the owner of property, the BROKER may deduct the amounts in question from any sums then or thereafter due the CARRIER from BROKER. The terms, conditions or provisions of the governing bill of lading or any other shipping form, tariff or rule utilized shall be subject and subordinate to the terms of this agreement and, in the event of a conflict, this agreement shall govern. This contract cannot be changed, modified, limited or supplemented by reference to any CARRIER rates, rules, classification, practice, schedule or tariff.

9. **CARRIER** is an independent contractor and has exclusive control and direction of the persons operating vehicles or otherwise engaged in such transportation services. **CARRIER** assumes full responsibility for the payment of local, state, federal and payroll taxes, unemployment insurance contributions or taxes, old age pensions, worker's compensation, or other social security and related protection with respect to the persons engaged in the performance of such transportation services, and agrees to comply with applicable rules and regulations promulgated under such laws.

10. **CARRIER** shall indemnify and hold harmless the **BROKER**, and its shippers and receivers, from all losses, damages, expenses, actions, suits, liabilities, and claims for injury to persons (including injury resulting in death) and damage to property or cargo arising out of or in connection with the transportation of the property or cargo transported pursuant to this Agreement. **CARRIER**, at its expense, shall procure and maintain liability insurance insuring **CARRIER** against liability for injury to persons (including in a resulting in death), damage to property, and loss of or damage to cargo. **CARRIER** warrants that it has liability insurance in effect of at least \$750,000 as specified by the Interstate Commerce Commission. **CARRIER** further warrants that it has cargo insurance in effect in the minimum amount of \$100,000 and that it will maintain such liability and cargo insurance during the term of this agreement. The proof of cargo insurance shall be in the form required by 49 CFR 1013.2(b) and shall contain no exclusions or restrictions thereto. **CARRIER** shall name **BROKER** as an additional insured on such insurance policies. **CARRIER** shall furnish the **BROKER** written certificates obtained from such insurance **CARRIER** or **CARRIERS** showing that such insurance has been procured and is being properly maintained, and that the premiums therefor are paid, and specifying the name of the insurance **CARRIER** or **CARRIERS**, the policy number or numbers, and expiration date or dates. Certificate shall show **BROKER** as Certificate Holder. **CARRIER** or his insurance company must notify the **BROKER** in the event of cancellation of any such policies at least ten (10) days prior to such cancellation as to each policy.

This Agreement provides for transportation services designed to meet the distinct needs of the **BROKER**, which, as an independent contractor serves shipper and receiver customers on a continuing basis. The distinct needs include specialized equipment, short notice driver/equipment availability, driver loading/unloading requirements, timed loading/delivery scheduling, detention, overnight and weekend layover, protective service, stops in transit, direct driver dispatch, 24 hour dispatch and driver monitoring, route instruction, scale requirements, drop shipments, internal deliveries, weekend/holiday shipments and deliveries, pooling and spotting trailers and expedited service.

11. This agreement shall not be assigned or transferred by **CARRIER** or **BROKER** without the prior written consent of the other party.

12. **CARRIER** agrees that it will not, directly or indirectly, contact, communicate with or deal with any account referred to by **BROKER** for a period of one year following the date of initial referral or the date service is last performed for such account under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit the **CARRIER** from back soliciting any of the **BROKER**'s accounts. In the event the **CARRIER** breaches this provision, **CARRIER** shall be liable to **BROKER** for a commission in the amount of twenty percent (20%) of the gross revenue per load on any freight so transported by **CARRIER** for any of **BROKER**'s accounts, together with interest at the rate of ten percent (10%) a year, and costs and reasonable attorney's fees in the event legal proceedings are necessary to collect said amounts. This commission is payable during the period in which the Agreement remains in force and for a period of one year after the termination of this Agreement by either party. The provisions of this paragraph shall be applicable to **CARRIER** and its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries and affiliates.

13. **CARRIER** shall be liable for any damages resulting from the failure of **CARRIER** to make timely delivery where **CARRIER** has been advised of the specific delivery time required and through its negligence or the negligence of its agents or employees fails to make timely delivery and **CARRIER** agrees to indemnify and hold harmless **BROKER** from any losses, damages, expenses, liabilities and claims resulting from the failure of the **CARRIER** to make timely delivery.

14. Any notices, demands or other communications delivered or tendered under this Agreement shall be in writing and shall be sufficient if sent by registered or certified mail with return receipt requested to the parties at the addresses set forth in this Agreement.

15. This Agreement shall become effective on the date hereof and shall continue in effect until terminated by either party by mailing or delivering to the other party written notice of termination at least thirty (30) days prior to the effective date of termination, except that the Agreement can be terminated by **BROKER** on one (1) day's notice if the **CARRIER** violates any term of this Agreement.

16. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest, assigns and legal representatives.

17. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kansas and the parties agree that they are subject to the jurisdiction of the courts of the Commonwealth of Kansas and the County of Johnson.

18. This Agreement cannot be changed orally and constitutes the entire Agreement between the parties hereto. This Agreement cancels or replaces any other agreement or arrangements heretofore in existence between the same parties. It shall not be modified or changed by any expressed or implied promises, warranties, guarantees, representations or other information unless expressly and specifically set forth in this Agreement or an addendum thereto properly executed by the parties, except as otherwise specified in this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement the day and year first above stated.

BROKER: CARRIER

Infiniti Logistics, Inc.
4701 College Boulevard, Ste. 104
Leawood, KS 66211

By: _____

Dave Gibbons, President

Carrier Name (Company) _____

Name / Title (Print) _____

Name (Signature) _____

Date _____