



U Direct Transportation, Inc.

122 Brookbank Hill Place Cary, NC 27519 Phone (919) 362-1925 Fax (919) 362-1930

Company Information

U Direct Transportation, Inc. organized in September 2003, is comprised of professionals with years of industry experience. We offer a team of professionals to help keep your trucks moving and profitable. We work with you to service our customers. With the help of professional transportation organizations and responsible drivers, U Direct Transportation, Inc. is on the move. We are always looking for dedicated drivers or partnered carriers to cover our available lanes. We are able to keep you on the move or position you toward your next destination. Thank you for taking the time to know us and we look forward to getting to know you. U Direct Transportation expects the best and offers the most!

Authority	MC-469805
F.I.D. #	38-3689918
S.C.A.C.	UDTI
D & B #	13-828-1626
Bonding	U.S. Bank, N.A. c/o TIA Services, Inc. P.O. Box 81860 Las Vegas, NV 89180 Account #25535
Process Agents	A-1 Legal Process Agents (877) 275-4287

References

Current references will be provided by request

Principle Bank

Wells Fargo N.A. 10050 Green Level Church Rd. Cary, NC 27519
(919) 460-7231



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

400 7th Street SW
Washington, DC 20590

SERVICE DATE
October 16, 2003

LICENSE

MC-469805-B

U DIRECT TRANSPORTATION, INC
FRASER, MI

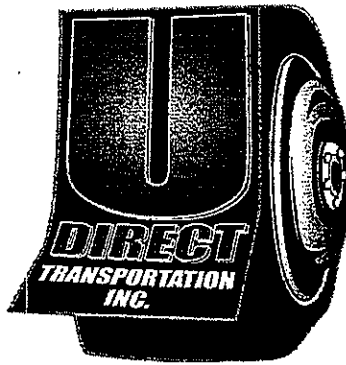
This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a **broker, arranging for transportation of freight (except household goods)** by motor vehicle.

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 'Angeli Sebastian'.

Angeli Sebastian, Chief
Information Systems Division

BPO



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CARRIER NAME: _____

Phone: _____ **Fax:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Please fax the following

W-9 Authority Hazardous Material Certificate

Insurance (U Direct named cert holder) Signed Carrier/Broker Agreement

Which states could we help you load out of?

Head haul / Back haul (circle one)

AL _____	AZ _____	AR _____	CA _____	CO _____	CT _____
DE _____	FL _____	GA _____	ID _____	IL _____	IN _____
IA _____	KS _____	KY _____	LA _____	ME _____	MD _____
MA _____	MI _____	MN _____	MS _____	MO _____	MT _____
NE _____	NV _____	NH _____	NJ _____	NM _____	NY _____
NC _____	ND _____	OH _____	OK _____	OR _____	PA _____
RI _____	SC _____	SD _____	TN _____	TX _____	UT _____
VT _____	VA _____	WA _____	WV _____	WI _____	WY _____

Vans _____

Reefers _____

Which state(s) would you be trying to get to?

AL _____	AZ _____	AR _____	CA _____	CO _____	CT _____
DE _____	FL _____	GA _____	ID _____	IL _____	IN _____
IA _____	KS _____	KY _____	LA _____	ME _____	MD _____
MA _____	MI _____	MN _____	MS _____	MO _____	MT _____
NE _____	NV _____	NH _____	NJ _____	NM _____	NY _____
NC _____	ND _____	OH _____	OK _____	OR _____	PA _____
RI _____	SC _____	SD _____	TN _____	TX _____	UT _____
VT _____	VA _____	WA _____	WV _____	WI _____	WY _____

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Cary, NC 27519

MOTOR CARRIER – BROKER AGREEMENT

This agreement is made between U Direct Transportation, INC. (hereafter “Broker”) and

_____ (hereafter “Carrier”).

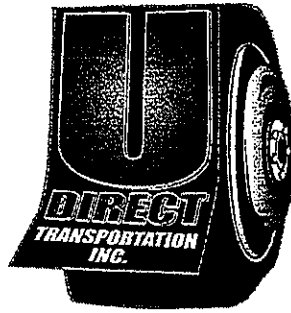
1. Broker certifies it is a duly licensed motor carrier freight broker, which holds authority to arrange for the transportation of property by motor vehicle pursuant to License No. MC 469805.
2. Carrier certifies it holds a Contract Carrier Permit issued by the Federal Motor Carrier Safety Administration (formerly the Federal Highway Administration; formerly the Interstate Commerce Commission; hereafter “FMCSA”) pursuant to MC number _____ authorizing it to transport property between all points in the U.S. (except Alaska and Hawaii), under continuing contract(s) with brokers, commercial shippers and receivers of freight.
3. Broker agrees to offer freight to Carrier (depending on availability of freight) and Carrier agrees to transport freight for Broker’s customers (depending on availability of equipment) during the term of this agreement.
4. Carrier agrees it will transport shipments tendered to it by Broker and will meet the distinct needs of Broker’s customers on those shipments, subject to the availability of suitable equipment.
5. Carrier agrees it will transport shipments tendered to it according to the rates and charges set forth in the rate description as Shipment Contract / Load Confirmation. Said charges may be amended from time to time by mutual consent, in writing. Shipments transported pursuant to this Agreement shall not move under any limitation of liability or released rate. For the purpose of this Agreement, the written requirement may be satisfied by a facsimile or electronic transmission reduced in writing by one party and confirmed by facsimile or electronically by the other party. All such adjustments in rates and charges shall specifically state the identity of the consignor / consignee, rates and charges to be made on the effective date of the mutual consent.
6. Broker shall pay Carrier for Carrier’s services within a reasonable amount of time after receipt of payment from shipper and proof of delivery signed by the consignee showing no exceptions or damage notation.
7. Carrier further agrees:
 - A. To transport all freight tendered to it by Broker in a safe and efficient manner.
 - B. To acquire at its cost a policy of cargo insurance in the form required by the FMCSA of common carriers in either the minimum amount required by the FMCSA of common carriers or \$100,000.00, whichever is higher.
 - C. To acquire at its cost a policy of liability insurance in the form required by the FMCSA of contract carriers in either the minimum amount required by the FMCSA of contract carriers or \$1,000,000.00 whichever is higher.
 - D. To immediately advise Broker of any proposed or actual suspension or revocation of its authority by the FMCSA or any other federal or state agency.
 - E. Does not have an “Unsatisfactory” safety rating issued by the Federal Motor Carrier Safety Administration (FMCSA), U.S. Department of Transportation, and will notify BROKER in writing immediately if its safety rating is changed to “Unsatisfactory” or “Conditional”.
 - F. Authorizes BROKER to invoice CARRIER’s freight charges to shipper, consignee, or third parties responsible for payment.
 - G. To supply sufficient equipment in good operational condition and sufficient qualified drivers to transport the shipments tendered to it by Broker; and
 - H. To comply with all laws and regulations of the federal, state, and local governments when transporting shipments tendered to it by Broker pursuant to this Agreement.
8. Carrier hereby acknowledges it is an independent contractor and not an employee of Broker. Carrier will be liable for all costs in paying its drivers including applicable taxes and all applicable workers’ compensation insurance.
9. Carrier agrees that it shall transport all goods tendered to it under its own authority, on equipment owned or leased by it. Should the preceding sentence be violated Carrier agrees to pay any and all charges relating to the movement of the shipment, and to indemnify and hold harmless Broker

and/or Broker's customers from any and all freight charges claimed to be owed to the underlying motor carrier. Carrier also agrees to pay, settle or otherwise resolve pursuant to 49 USC§14706, and at its sole expense, any cargo claims that may arise in connection with a violation of this paragraph.

10. Carrier will be liable for all damages, shortages or losses of any kind to the property to be transported under this Agreement. Carrier further covenants and agrees to indemnify, save and hold harmless Broker from and against any claims for any damage, shortage, loss or delay of the property being transported and further to indemnify, save and hold harmless Broker for any claim for the injury or death of any person or property damage involved in the operation of Carrier's vehicle in the transportation of property pursuant to this Agreement. If Carrier or its insurance company fail to timely pay any claim or it becomes necessary for either Broker or Broker's customer to retain an attorney or agency to collect monies due Broker or Broker's customer, or to defend any claims made against Broker or Broker's customers, Carrier hereby agrees to pay all attorney's fees, litigation costs or costs of collection. 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 Agreement cannot be changed, modified, limited or supplemented by reference to any carrier rates, rules, classification, practice, schedule or tariff. The carrier authorizes Broker to withhold the payments due Carrier in satisfaction of the provisions of this paragraph.
11. Pursuant to this Agreement, Broker will be introducing its customers to Carrier. Carrier acknowledges said customers are important business assets of Broker. Carrier hereby agrees not to solicit transportation of freight from any customer of Broker for which Carrier has been tendered shipments by Broker pursuant to this Agreement while this Agreement is in effect or for a period of eighteen (18) months following the termination of this Agreement. In the event Carrier accepts shipments from customers of Broker, either intentionally or unintentionally, the parties agree that Broker is entitled to be paid twenty percent (20%) of the gross revenue per load received by Carrier from said customers as liquidated damages. In addition, Carrier agrees to be responsible for all costs of arbitration or litigation, including attorneys' fees, in the event Carrier breaches this paragraph of this Agreement. This paragraph shall also survive early cancellation as provided below.
12. It is the intention of the parties that this be a continuing contract. Either party may cancel this Agreement at any time by providing thirty (30) day written notice from one party to the other, and signed by Michael P. Eiden if to Broker.
13. This Agreement is not exclusive. Broker may enter into similar contracts with carriers and receivers of freight. Carrier may enter into similar contracts with brokers, shippers or receivers of freight except as prohibited by paragraph eleven (11) of this agreement.
14. The parties to this Agreement hereby agree that any dispute which occurs will be arbitrated, except cargo loss or damage claims. The arbitration process will be handled by any individual, entity or organization that the parties agree, pursuant to the Commercial Arbitration rules of the American Arbitration Association. If no agreement is made as to an arbitrator the arbitration will be handled by the America Arbitration Association. Except where federal law applies, this Agreement shall be interpreted pursuant to Michigan law. Any arbitration involving this Agreement will be conducted in Oakland County, State of Michigan. Any litigation regarding cargo loss or damage will be in state or federal court in Oakland County, Michigan.
15. Carrier and Broker shall retain this Agreement for the duration of this Agreement and for a minimum of three (3) years thereafter.
16. Except as referenced in paragraph five (5) above, this agreement may not be modified except in writing and signed by both parties.
17. If any part of this Agreement is held unenforceable, the rest of this Agreement will continue in effect.

Dated this _____ day of _____ 20_____.

_____	<u>U Direct Transportation, Inc.</u>
Carrier	Broker
_____	<u>Michael P. Eiden</u>
Authorized Representative only	President
_____	_____
Signature	Signature



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WORKMENS COMPENSATION HOLD HARMLESS AGREEMENT

This form will serve as evidence that:

Print company/ independent contractor name _____

Agrees to hold harmless U Direct Transportation, Inc., and Eiden Industries LLC. dba U Direct Transportation from any and all liability on workers compensation insurance or any claims thereof. Any exceptions to this will be so stated by carrier on this form and acknowledged by Michael P. Eiden

Exceptions;

Authorized Signature: _____

Title: _____

Date: _____