

SHIPPER-BROKER TRANSPORTATION SERVICES AGREEMENT

This Shipper-Broker Transportation Services Agreement (“Agreement”) is made this [REDACTED] by and between [REDACTED], (“Broker”) and the applicable Forest City Trading Group, LLC subsidiaries (“Shipper”) as listed in Exhibit A.

WHEREAS, Shipper and Broker desire to enter into this Agreement under the terms of which Broker will arrange for transportation by motor carrier of a series of shipments on behalf of Shipper on a non-exclusive basis from certain points of origin to certain points of destination as directed by Shipper; and

WHEREAS, Broker has been issued a property broker license by the Federal Motor Carrier Safety Administration (“FMCSA”), as required, and any other required authorities issued by applicable foreign or state agencies, and desires to arrange for the transportation by motor carrier of a series of shipments on behalf of Shipper on a non-exclusive basis from certain points of origin to certain points of destination as directed by Shipper.

NOW THEREFORE, intending to be legally bound the parties agree as follows:

1. Description of Services – Broker agrees to use due care to arrange for timely pick up, prompt transport, and the delivery in good order and condition of those commodities of Shipper which are tendered by Shipper to Broker, in accordance with the terms and rates set forth in Shipper’s Truck Dispatch Confirmation form or as otherwise agreed upon by Shipper and Broker from time to time and confirmed in writing in a form acceptable to Shipper (“Services”). The parties acknowledge that the Services are designed to meet distinct needs of Shipper as more fully described herein and such other needs as may be mutually agreed to during the term of this Agreement. The Agreement applies to all transportation services arranged by Broker on behalf of Shipper. Broker’s responsibility under the Agreement is limited to arranging for, but not actually performing, transportation of the commodities. In the event of a conflict between the provisions of this Agreement, on the one hand, and the provisions set forth in one of the Exhibits, on the other hand, the provisions of this Agreement will control. The Services are being provided as “contract carriage” within the meaning of 49 USC § 13102(4)(B), and Broker and Shipper each expressly waive all rights and remedies they may have as to each other under 49 USC, Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 USC § 14101(b)(1), each as amended from time to time, to the extent any such rights and remedies conflict with the terms of this Agreement.

2. Broker’s Operating Authority.

(a) Broker represents and warrants that it holds and will maintain during this Agreement a valid broker permit issued by the FMCSA and identified by U.S. DOT No. [REDACTED] and MC No. [REDACTED] if applicable, and all required financial responsibility as well as all foreign or intrastate licenses and permits necessary to lawfully operate as a broker of transportation of property by motor carrier in intrastate, intraprovince, interstate, or foreign commerce from, to, or between all points and places in the United States and Canada (as applicable) (collectively, “Permits”), and to lawfully furnish to Shipper all of the transportation related services provided for in this Agreement. Broker has provided a true, correct, and complete copy of Broker’s Permits as of the date of this Agreement. Broker agrees that it shall immediately notify Shipper in the event it fails to hold required Permits or commensurate evidence of financial responsibility.

(b) Broker represents and warrants that it has, or will, enter into a written agreement with any motor carrier to which it tenders shipments pursuant to this Agreement and that each such agreement complies or will comply with all applicable federal, state, and provincial regulations and

includes the provisions set forth in Exhibit B attached hereto. Broker agrees to provide a copy of any and all such agreements to Shipper upon request with pricing information redacted.

3. Broker's Legal and Regulatory Compliance – Broker represents and warrants that it has complied and will comply with all applicable federal, state, provincial, cross-border and local laws, codes, regulations, rules and orders governing the performance of the Services hereunder. The parties acknowledge that the failure of Broker to comply with or conform to provisions or orders of regulatory agencies having jurisdiction over this Agreement or the Services may result in different or additional charges for the Services. If such different or additional charges become due, Broker will be responsible for indemnifying Shipper Indemnitees from such charges by paying Shipper Indemnitees liquidated damages equal to any additional charges required to be paid, and any costs or attorneys' fees incurred by Shipper Indemnitees in connection therewith.

4. Operating Responsibilities – Broker will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be those of Shipper. Broker will be responsible for arranging the procurement of vehicles to be used to provide the pick-up, transport, and delivery services. No authority has been conferred upon Broker or Selected Carrier by Shipper to hire any persons on behalf of Shipper and Broker or Selected Carrier will assume full responsibility for selecting, engaging and discharging their respective employees, agents, servants or helpers and for otherwise directing and controlling their services. Broker will assume full responsibility for complying with all applicable laws and regulations for the benefit of its employees and under no circumstances will Shipper be liable for the debts or obligations of Broker for the wages, salaries, or benefits of Broker's employees. Broker will notify Shipper promptly by telephone of any accident, spill, theft, or other occurrence that impairs the safety of or delays the delivery of Shipper's products.

5. Selected Carriers – Broker agrees to use only Selected Carriers for the transportation of cargo under this Agreement. The term "Selected Carrier" shall mean a registered motor carrier that:

- (a) Is able to provide all necessary equipment and properly qualified, trained, and licensed drivers for the movement of Shipper's freight; and
- (b) Has entered into a written motor carrier/property broker contract with Broker that contains all the provisions set forth in Exhibit B.

Broker shall provide Shipper with Broker's protocols and procedures used in selecting and monitoring the fitness of the Selected Carriers, including its carrier selection protocol and procedures used to monitor the Selected Carriers' operational and safety features under any future rating program implemented by the FMCSA or other similar federal, state, local, or provincial program.

Broker represents and warrants that any drayman is not and will not at any time appear on the List of Port Trucking Companies with Outstanding Judgments, publicly listed by the California Labor Commissioner's Office pursuant to Cal. Lab. C. § 2810.4.

6. Rates – As between Shipper and Broker the rates and charges for any shipment shall be set forth in Shipper's Truck Dispatch Confirmation form that will be transmitted by Shipper to Broker by facsimile (or other electronic means) and which, unless specifically rejected by Broker in writing prior to the actual transport of the shipment, shall be deemed accepted by Broker. Any change in rates and charges as set forth in Shipper's Truck Dispatch Confirmation form or other matters related to a shipment shall be mutually agreed to and confirmed in writing. All rates and charges, and all amounts set forth in this Agreement, shall be expressed in USD.

7. Substituted Services and Diversion/Reconsignment – Broker shall ensure that a Selected Carrier will not utilize other motor carriers, brokers, or any “substituted services” for Shipper’s goods. Shipper shall be liable to Broker only for freight charges and shall not be liable to any other carriers, vendors, or brokers for freight charges. In the event a Selected Carrier utilizes any form of substituted services Broker shall indemnify Shipper Indemnitees for any cargo loss, damage, or delay which may occur as a result. Broker will not allow the diversion or reconsignment of any shipment except upon verbal or written instructions by Shipper. Broker shall ensure that the Selected Carriers do not accept instructions for diversion or reconsignment of any consignee or third party without notice to Shipper and receipt of consent by Shipper to divert or reconsign any shipment.

8. Receipts – Each event of Services will be evidenced by a written form initiated by the consignor at the point of origin of the shipment and will be legibly signed by the Selected Carrier showing the kind and quantity of the commodity received at the loading point(s) specified. Such form will be evidence of receipt of such commodities by Selected Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. Upon delivery the Selected Carrier will obtain a delivery receipt signed by the consignee showing the kind, quantity, and condition of the commodity delivered at the specified destination and the time of delivery. Absence or loss of any such documents will not relieve the Selected Carrier of responsibility for freight accepted by it. To the extent any term or condition of such documents conflict in any way with any term or condition of this Agreement, this Agreement will take precedence and control.

Except as agreed in writing, the parties intend for the express terms and conditions contained in this Agreement to exclusively govern and control each of the parties' respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. Without limiting the foregoing, any additional, contrary, or different terms and conditions on or incorporated in a bill of lading, shipping document, or other request or communication by Broker pertaining to the Services (including any tariff), and any attempt to modify, supersede, supplement or otherwise alter this Agreement shall be void and without legal effect unless such terms have been fully approved in a signed writing by an authorized signatory of both parties. Broker agrees that no tariff rates, accessorial charges, rules, or regulations apply to any shipment tendered under this Agreement unless specifically incorporated herein.

In the event that a bill of lading is issued for any shipment its purpose shall be only to evidence the receipt of the cargo.

9. Undelivered or Refused Shipments – Broker or Selected Carrier will provide Shipper prompt notice of the inability to deliver to the named consignee by telephone and confirm by facsimile transmission (or other form of electronic communication) of the inability to deliver a shipment to the named consignee. Shipper will give disposition instructions to Broker or Selected Carrier within 48 hours of its receipt of such notice regarding the inability to deliver.

10. Provisions for Payment – Broker will render itemized bills for Services performed under this Agreement, including signed delivery receipts, in accordance with the rates and charges contained in Shipper’s Truck Dispatch Confirmation form or at such other rates as agreed upon between Shipper and Broker from time to time.

Shipper shall pay Broker the agreed upon rates and charges promptly upon receipt of Broker’s invoice, clear delivery receipts and any other billing documents and information reasonably requested by Shipper, but in no event later than thirty (30) days; however, inadvertent failure to make payment within such period will not be deemed to be a breach of this Agreement or result in any additional charges. Shipper shall be entitled to set off any amount owed by Shipper to Broker against any amount owed to Shipper by Broker including, without limitation, cargo and overcharge claims. Broker will invoice Shipper promptly but in

no event later than one hundred eight (180) days from the date of tender of a shipment. Broker waives payment for any charges not invoiced within such one hundred eight (180) day period.

Whenever Shipper specifies that freight charges will be paid by a person or entity other than Shipper, Broker shall ensure that such charges are collected from such person or entity without recourse to Shipper.

Broker represents that any amounts received from Shipper which are attributable to services performed by the Selected Carriers shall be received by Broker in trust for such Selected Carriers and shall be paid to such motor carrier in accordance with the terms of payment agreed upon between Broker and Selected Carrier. Shipper shall not be liable for any duplicate charges beyond the rates and charges contained in Shipper's Truck Dispatch Confirmation form. Broker will defend and indemnify Shipper Indemnitees against any claim brought by a Selected Carrier or any other motor carrier that alleges it transported freight on Shipper Indemnitees' behalf pursuant to this Agreement.

11. Term of Agreement – The term of this Agreement will commence on the Effective Date and will continue in effect until terminated pursuant to Section 12 below.

12. Termination – If either party refuses or fails to perform any duty or obligation under this Agreement, fails to comply with applicable laws or regulations, suffers impairment of its financial responsibility, or otherwise defaults in any way, the non-defaulting party will have the option, without prejudice to any other right or remedy, to terminate this Agreement upon three (3) business days' advance written notice. Otherwise, either party may terminate this Agreement at any time without cause by giving thirty (30) days prior written notice to the other party.

13. Cargo Loss, Damage, and Delay – As between Broker and Shipper, Broker shall be directly and primarily liable to Shipper for the loss of, damage to, or delay of Shipper's freight according to the provisions of 49 USC § 14706, which is hereby incorporated and applies regardless of the jurisdiction of performance or nature of commerce. Broker shall assume liability for the actual loss, damage to, or destruction of any and all Shipper's freight while under the Selected Carrier's care, custody or control, which, for purposes of this Agreement, shall mean either the invoice cost or the replacement cost, whichever is greater, for the kind and quantity of product lost, damaged, or destroyed at the time of submission of the claim, plus freight charges (unless included in the replacement cost), plus replacement freight charges, less salvage value, if any, subject to a limitation of USD \$100,000.00 per truckload shipment unless a higher degree of liability is otherwise agreed in writing. Broker shall also require each Selected Carrier to agree that any of Shipper's freight which has been tendered to the Selected Carrier intact and released by the Selected Carrier in a damaged condition, visible or concealed, or lost or destroyed subsequently to such tender, shall be conclusively presumed to have been lost, damaged, or destroyed by the Selected Carrier, unless the Selected Carrier can establish otherwise.

Except as set forth below in this Section, claims for loss, damage, or delay in transit as to all goods for which Broker arranges transportation on behalf of Shipper will be settled in compliance with regulations published in 49 CFR Part 370, which is hereby incorporated and applies regardless of the jurisdiction of performance or nature of commerce.

Broker will immediately notify Shipper of any loss, damage, or delay of which Broker becomes aware. Shipper must file cargo claims with Broker within nine (9) months from the date of delivery or reasonably anticipated delivery, except in the case of concealed loss or damage as addressed in the paragraph below. Broker will pay, decline, or make a firm compromise settlement offer within one hundred twenty (120) days of receipt of the claim. Any claims not resolved within such one hundred (120) day period may be reduced by Shipper from amounts otherwise due to Broker. Shipper must file any civil action against Broker

within two (2) years of the date that Broker gives written notice to Shipper that it has disallowed any part of Shipper's claim.

Neither Broker nor the Selected Carrier shall sell or attempt to sell Shipper's freight for salvage or otherwise without Shipper's prior written authorization. For any damaged product which Shipper permits Broker or the Selected Carrier to resell, Shipper will have the right to remove all identifying marks or labels on such product. If the cargo can be repaired and restored to good marketable condition, Broker will be primarily liable to Shipper for the cost of repairs including the cost of all labor and other necessary expenses, not to exceed the actual value for the kind and quantity of product damaged. Broker will also be liable for any inspection; storage; preparation of the cargo for reshipping; the reshipping; and other costs and expenses associated with Shipper's mitigation of damages hereunder. Notwithstanding any provision to the contrary in this Agreement, and notwithstanding any requirement of any third party, Shipper will have no obligation to store damaged product for more than thirty (30) days following the occurrence of the damage to such product. Concealed loss or damage will be reported to Broker within fifteen (15) days unless the person or entity filing the claim could not reasonably have reported the loss or damage within fifteen (15) days. When notice has first been given to Broker after fifteen (15) days, claimant will offer proof that the loss or damage did not occur after delivery to the consignee and Broker will resolve the claim in light of such proof. If Broker fails to resolve a claim within one hundred-twenty (120) days, Broker will be liable for interest at the rate of 1.5% per month unless waived by Shipper in writing. An offer to pay or settle only a portion of the claim will not be deemed a disallowance of the claim.

14. Agreement and Record Retention – Broker will maintain a copy of this Agreement and its Exhibits thereto as well as all documentation for all billing and shipments and all other records relating to this Agreement, including EDI transmissions, for a minimum period of three years following termination. Shipper will have the right to inspect all such documentation and records at all reasonable times during normal business hours. In the event an inspection of records by Shipper discloses an overpayment or unidentified payment(s), Broker will refund such overpayment or unidentified payment(s) promptly upon demand by Shipper.

15. Insurance – Broker will procure and maintain at all times during the term of this Agreement, at its sole cost and expense, with reputable and financially responsible insurance carriers with an AM Best Rating of at least A- VII, the following insurance in not less than the amounts specified:

(a) Commercial General Liability Insurance with contractual liability coverage (consistent with the indemnity obligation herein) insuring Broker against liability in connection with its rendering the Services under this Agreement in a combined single limit of not less than USD \$1,000,000 per occurrence. Shipper will be named as additional insureds and such policy will provide that the insurance will be primary with respect to all insureds and applicable separately to each. Broker's insurance policy will provide for waiver of subrogation rights against Shipper.

(b) Contingent Automobile Liability Insurance covering any vehicle used in the performance of the Services in the amount of no less than USD \$1,000,000 per claim and in the aggregate. Shipper will be named as additional insureds. Broker's insurance policy will provide for waiver of subrogation rights against Shipper.

(c) Broker agrees to carry, at all times, with reliable insurance companies' contingent cargo liability insurance in a form adequate to provide coverage for Broker's potential liability under Section 13 of this Agreement with limits of liability of not less than USD \$100,000.00 per occurrence.

(d) Broker will maintain Worker's Compensation Insurance for its employees in accordance with statutory requirements in each jurisdiction and will provide evidence of compliance with worker's compensation legislation required by law. Broker will ensure that all worker's compensation payments are current for all applicable jurisdictions. For performance in Canada, Broker will additionally provide evidence of compliance with each worker's compensation board ("WCB") with jurisdiction over Broker's operations or, if the Broker does not maintain an account of good standing with a WCB, will procure Worker's Compensation coverage or Employer's Liability coverage in accordance with statutory requirements.

(e) Cyber Liability insurance (or equivalent) in the amount of no less than USD \$5,000,000 per claim and in the aggregate. Such coverage shall include worldwide coverage for network security/data protection liability, including coverage for financial loss.

(f) Professional Liability insurance covering actual or alleged acts, errors, or omissions committed by Broker, its agents, or employees, arising out of the performance of this Agreement, in the amount of no less than \$1,000,000 per claim and in the aggregate. Coverage will have an extended reporting period of thirty-six (36) months after completion and final acceptance of the services by Shipper.

(g) Broker shall require all Selected Carriers to have and maintain with reliable insurance companies the insurance coverages set forth in Exhibit B. Broker agrees to maintain a complete and up-to-date file with Certificates of Insurance evidencing such insurance policies of all Selected Carriers. Should Broker utilize the services of any motor carrier that does not have proof of insurance and/or operating authority, Broker agrees to indemnify Shipper Indemnitees for all claims not paid by such motor carrier.

Upon request, Broker will furnish to Shipper written certificates or copies of policies from insurance carriers establishing that the above insurance has been secured and is being properly maintained. All policies will provide that in the event of cancellation or material modification, written notice thereof will be given to Shipper at least thirty (30) days prior to the effective date of such cancellation or modification. All such insurance will satisfy the requirements of federal, state, and provincial regulatory bodies having jurisdiction over the performance under this Agreement.

16. Indemnity.

(a) Excluding liability for cargo loss and damage which is dealt with in Section 13 above, Broker will indemnify, defend, and hold Shipper, its customers, suppliers, subsidiaries and affiliates including Forest City Trading Group, LLC, its successors and assigns, and their respective officers, directors, shareholders, members, managers, employees, and agents (collectively referred to as the "Shipper Indemnitee(s)") harmless from any and all liabilities, judgments, fines, penalties, orders, decrees, awards, costs, expenses, including reasonable attorneys' fees, settlements and claims arising out of or relating to: (a) loss or damage to property or personal injury, including death, which may be sustained by the Shipper Indemnitees, their employees or third parties arising out of or in connection with Broker's performance of the Services; (b) Broker's breach of any of its representations, warranties, and/or covenants under this Agreement; (c) Broker's or any of its employees or contractors' violation of applicable law; (d) employment-related claims asserted by Broker's or Selected Carrier's personnel including claims of joint or co-employment, employee benefits, or worker's compensation; (e) Broker's failure to comply with worker's compensation requirements; or (f) any claim freight charges asserted against any Shipper Indemnitee. Broker will provide complete and adequate insurance to indemnify itself and Shipper Indemnitees against the same.

(b) Shipper will indemnify, defend, and hold Broker and its respective officers, directors, shareholders, members, managers, employees, and agents (collectively referred to as the “Broker Indemnitee(s)”) harmless from any and all liabilities, judgments, fines, penalties, orders, decrees, awards, costs, expenses, including reasonable attorneys’ fees, settlements and claims on account of Shipper’s negligence or intentional misconduct.

(c) This Section 16 will not be construed in any circumstance to constitute an indemnification contrary to any governing law that prohibits indemnification against loss, liability, cost or expenses incident thereto caused by the negligence of such indemnitee.

17. Confidentiality.

(a) Broker and its respective employees and agents will have access to certain confidential, technical or business information and materials of Shipper. Confidential treatment of such information is extremely important. Broker and its employees and agents will consider as confidential this Agreement and all proprietary information disclosed and materials provided by Shipper during the period of this Agreement and any technical business information they may learn, observe or otherwise obtain concerning Shipper incidental to its performance of the Services, including without limitation information about the Shipper’s products, processes, plants, raw materials, business plans, personnel and security arrangements, and the fact that Shipper may have an interest in specific materials or areas of business. Broker and its employees and agents agree to take all reasonable precautions to prevent disclosure of said confidential information and materials to third parties and not use said information and materials without Shipper’s written consent. This obligation will also apply to information that Broker may obtain from others while providing the Services to Shipper. These obligations of confidentiality will not extend to information known to Broker prior to disclosure by Shipper or which is generally available to the public, information which through no act on the part of Broker becomes generally available to the public, information which corresponds in substance to that furnished to Broker by any third party having a bona fide right to do so or information which corresponds to that furnished by Shipper to any third party on a non-confidential basis. These obligations of confidentiality and non-use will continue beyond the term of this Agreement until such information and material becomes generally available to the public or otherwise loses its confidentiality status through no fault of Broker.

(b) Nothing in these terms grants any express or implied right to, or waiver by, Shipper of its proprietary interests in any confidential information, including, without limitation, patents, copyrights, trademarks, or trade secrets. Broker will return or deliver all tangible or computer-generated representations of any confidential information, and all copies or evidence thereof, within 5 business days of the request of Shipper or immediately upon the termination of this Agreement. The obligations contained in this Section are necessary and reasonable to protect Shipper’s business, and Broker expressly agrees and acknowledges that monetary damages may be inadequate to compensate Shipper for any breach of any covenant set forth in this Section. Shipper’s confidential information was developed or obtained by Shipper by investment of significant time, effort and/or expense, and such information provides Shipper with a significant competitive advantage in its business. Any violation or threatened violation of this Section by Broker may cause irreparable harm to Shipper, and Shipper will be entitled to seek preliminary and permanent injunctive or equitable relief, in addition to an equitable accounting of all profits or benefits arising out of such violation and any other remedies available, as may be deemed proper by a court of competent jurisdiction, without posting any bond.

18. Force Majeure – The obligation of Broker to furnish and of Shipper to use the Services provided for in this Agreement will be suspended temporarily during the period in which either party is prevented

from performing due to fire, flood, strikes, lockout, epidemic, accident, regulatory action or other causes beyond its reasonable control. The party experiencing force majeure will notify the other party promptly and take all reasonable steps to eliminate the interruption and resume normal operations as soon as possible.

19. Notices – Unless otherwise provided, notices required under this Agreement must be in writing and delivered by (i) registered or certified U.S. Mail or Canada Post, return receipt requested; (ii) hand delivered; (iii) facsimile with receipt of “Transmission OK” acknowledgement; or (iv) delivery by a reputable overnight carrier service (in the case of delivery by facsimile, the notice will be followed by a copy of the notice delivered as provided in (i), (ii), or (iv)). The notice will be deemed to be given on the day the notice is received. In the case of notice by facsimile, the notice is deemed arrived at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses, or such other addresses as may be later designated by notice:

To Shipper: FOREST CITY TRADING GROUP, LLC
 & ITS SUBSIDIARIES
 10250 SW GREENBURG RD. #300
 PORTLAND, OR 97223
 Attn: JORDAN FRASIER
 Facsimile: 503-452-2710

To Broker: _____

 Attn: _____

 Facsimile: _____

A delivery under this Agreement will be considered to be effective when made even though a party refuses to receive the communication. A party may change the party’s facsimile number or address for communications under this Agreement by giving the other party notice of the change in the manner specified above. If a party changes the party’s address or facsimile number and does not notify the other party in the manner specified above, a notice or other communication will be effective three days after it is sent by U.S. regular mail, postage prepaid, to the party’s address or such other address as to which the other party has been notified in the manner specified above.

20. No Joint or Several Liability – The applicable rights, obligations, and liabilities associated with the procurement of services from Broker pursuant to this Agreement, including, without limitation, freight charge payment, shall be solely those of the applicable Forest City Trading Group, LLC subsidiary identified as the “Shipper” for the particular service being performed by Broker and neither Forest City Trading Group, LLC nor any other Forest City Trading Group, LLC subsidiary shall be responsible for any obligations or liabilities arising as a result of such procurement. Under no circumstances shall Forest City Trading Group, LLC or any of its subsidiaries be jointly or severally liable for the obligations of any other subsidiary or affiliate with respect to the transactions contemplated by this Agreement.

21. Non-Exclusivity – Broker will be free to arrange for the transportation of cargo from shippers other than Shipper. Shipper will be free to engage freight transportation brokers other than Broker.

22. Factoring Arrangement – In the event Broker directs that the payment of compensation due under this Agreement be made to a third party, such direction will constitute the appointment of that third party as the agent of Broker, and payment to that agent will be payment to Broker. Such direction shall not however relieve Broker from its obligations under this Agreement to timely pay the Selected Carriers.

23. Governing Law / Jurisdiction and Venue – This Agreement is governed by the laws of the state of Delaware without reference to conflicts of laws, except to the extent that mandatory laws, rules, and regulations of the United States will govern this Agreement. This Agreement is entered into pursuant to 49 USC § 14101(b), however, the parties agree to waive any conflicting rights and remedies of such section as permitted therein in favor of the mutually agreed upon rights and remedies set forth in this Agreement. Any legal suit, action, or proceeding arising out of this Agreement or the matters contemplated hereunder will be instituted in the federal or state courts located in Oregon, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on improper venue or forum non conveniens.

24. Waiver / Enforceability – The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same or any other term. To be enforceable, a waiver must be in writing signed by a duly authorized representative of the waiving Party. The unenforceability of a provision of this Agreement or portion thereof will not affect the enforceability of any other provision of this Agreement or portion thereof.

25. Counterparts – This Agreement may be executed in one or more counterparts, each of which is an original but all of which together will constitute one and the same agreement.

26. Costs and Expenses – If Shipper prevails in any action at law or arbitration against Broker for the recovery of damages due to breach of the terms of this Agreement, Shipper will be entitled to recover from Broker all of the costs and expenses incurred by Shipper in connection with such recovery including, without limitation, reasonable attorneys' fees and interest from the date of loss.

27. Entire Agreement – This Agreement, together with the attached Exhibits, embodies the entire understanding between the parties with respect to the subject matters addressed herein and therein, and there are no agreements, understandings, conditions, warranties, or representations, oral or written, expressed or implied, with reference to the subject matter hereof that are not merged herein. Either party may use its standard business forms, including, but not limited to purchase order forms, clickwrap agreements, or other communications to administer transactions under this Agreement, but use of such forms or other communications is for the parties' convenience only and does not alter, amend, modify, or supplement any of the provisions of this Agreement. This Agreement shall entirely supersede any oral or written contracts or agreements that deal with the same subject matter as referenced herein. Except as otherwise specifically stated, no modification, amendment, or addendum hereto shall be of any force or effect unless reduced to writing and signed by the parties and expressly referred to as being modifications of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same.

28. English Language – The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only. *Les parties aux presents conferment que c'est leur volonte que cette convention et que tous les documents envisages par cette convention soient rediges en langue anglaise seulement.*

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of the parties effective as of the date set forth above.

SHIPPER

FOREST CITY TRADING GROUP, LLC
on behalf of its SUBSIDIARIES
10250 SW GREENBURG RD. #300
PORTLAND, OR 97223

BROKER

(Name of Broker)
(Address)
(City, State, Zip)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A

Forest City Trading Group, LLC Subsidiary Listing

- | | |
|---|---------------------|
| 1. American International Forest Products LLC | Beaverton, OR |
| 2. Birmingham International Forest Products LLC | Birmingham, AL |
| 3. Buckeye Pacific LLC | Portland, OR |
| 4. Cascade Resources, LLC | Portland, OR |
| a. d/b/a Buckeye Mats | |
| 5. FCTG Structured Products | Portland, OR |
| 6. Global LBM Marketing LLC | Portland, OR |
| 7. Gopher Mats LLC | Eden Prairie, MN |
| a. d/b/a Viking Mat Company | |
| b. d/b/a Viking Helical Anchors | |
| 8. Olympic Industries ULC | North Vancouver, BC |
| 9. Plateau Forest Products LLC | Bend, OR |
| 10. Richmond International Forest Products LLC | Richmond, VA |
| 11. Seaboard International Forest Products LLC | Nashua, NH |
| 12. Southern Mississippi Trading LLC | Waynesboro, MS |
| 13. Tampa International Forest Products LLC | Tampa, FL |
| 14. Viking Forest Products LLC | Eden Prairie, MN |
| 15. Plateau Equipment Brokers, LLC | Bend, OR |
| 16. Affiliated Resources, LLC | Lake Oswego, OR |

EXHIBIT B

Contract Requirements as to Broker and Selected Carriers

For the Account of

Forest City Trading Group, LLC

and Its Subsidiaries and Affiliates

Broker:	
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This Exhibit B shall confirm Broker’s and Shipper’s respective understandings as to contractual requirements that must be in the written agreements between Broker and the Selected Carrier.

Broker warrants that it has entered into, or will enter into, a written agreement with each Selected Carrier and that each such agreement complies with all applicable federal, state, and provincial regulations and includes the same, or substantially similar, provisions providing for the following:

1. Selected Carrier shall perform the services in a reasonable and workmanlike manner and in compliance with all applicable federal, state and local laws. Selected Carrier shall perform timely and reliable pick-up and delivery of all shipments in accordance with reasonable schedules communicated by Broker or Broker’s customer.
2. Selected Carrier shall have and maintain proper authority from the Federal Motor Carrier Safety Administration (“FMCSA”), if required, as well as all foreign, intraprovince, or intrastate licenses and permits necessary to lawfully perform transportation services in such commerce. If Selected Carrier’s authority is revoked, suspended or rendered inactive for any reason, it shall immediately notify Broker.
3. Selected Carrier shall have and maintain a safety rating from the U.S. Department of Transportation of “Satisfactory” or “Unrated” or substantively equivalent rating issued by a government agency having jurisdiction with respect to Selected Carrier’s operations and agree to perform transportation of Shipper’s shipments in compliance with all applicable safety laws and requirements. If Selected Carrier receives an “Unsatisfactory” safety rating or equivalent safety rating, it shall immediately notify Broker.
4. Selected Carrier shall provide equipment that is clean, safe, properly maintained, and hazard free, and that meets all applicable governmental regulatory standards and requirements. Selected Carrier shall provide equipment that is sufficient in quality and quantity to meet consignor’s transportation needs. Selected Carrier shall furnish drivers and other operating personnel who are fully qualified, licensed, trained and experienced to properly and safely handle and transport Broker’s customer’s property.

5. To the extent any shipments are transported within the State of California, Selected Carrier warrants that all trailers it operates and the Heavy-Duty Tractors that haul them within California pursuant to the agreement between Broker and the Selected Carrier are in full compliance with all regulations and requirements of the California Air Resources Board (CARB) including the Heavy-Duty Vehicle Greenhouse Gas (Tractor-Trailer GHG) Emission Reduction Regulations.
6. Selected Carrier's drayman must carry identification clearly identifying the drayman as Selected Carrier's employee, agent, or contractor. This identification must be presented when requested. Selected Carrier represents and warrants that the drayman is not and will not at any time appear on the List of Port Trucking Companies with Outstanding Judgments, publicly listed by the California Labor Commissioner's Office pursuant to Cal. Lab. C. § 2810.4.
7. Selected Carrier warrants that each driver will perform with reasonable dispatch in compliance with all applicable hours of service regulations to complete the assigned transportation.
8. Selected Carrier will procure and maintain at its sole cost and expense the following insurance in not less than the amount specified:
 - (a) Commercial Auto Liability Insurance insuring Selected Carrier against liability for injury to persons including injuries resulting in death, environmental restoration and loss or destruction of or physical damage to property including any vehicles or other equipment furnished by Shipper for and in connection with the services in a combined single limit of not less than USD \$1,000,000 per occurrence.
 - (b) Commercial General Liability Insurance insuring Selected Carrier against liability for injury for bodily injury & property damage, personal & advertising injury, medical expense, products/completed operations, damages to premises rented, and contractual liability in a combined single limit of not less than USD \$1,000,000 per occurrence.
 - (c) Motor Truck Cargo Insurance insuring Selected Carrier against liability for loss of or damage to commodities while in the custody, possession and control of Selected Carrier in an amount of not less than USD \$100,000 for each trailer, which policy will include each trailer.
 - (d) Worker's compensation insurance for its employees in accordance with statutory requirements and will ensure that all worker's compensation payments are current for all applicable jurisdictions.
 - (e) For performance in Canada, Selected Carrier will additionally provide evidence of compliance with each worker's compensation board ("WCB") with jurisdiction over Selected Carrier's operations or, if the Selected Carrier does not maintain an account of good standing with a WCB, will procure Worker's Compensation coverage or Employer's Liability coverage in accordance with statutory requirements. If Selected Carrier's insurance is threatened to be, or is, terminated, cancelled, suspended or revoked, Selected Carrier shall immediately notify Broker.
9. Selected Carrier shall authorize Broker to invoice Broker's customer for services provided by carrier. Selected Carrier shall agree that Broker is the sole party responsible for payment of its invoices and that, under no circumstance, shall Selected Carrier seek payment from Broker's customer, any consignor, or consignee.
10. Selected Carrier acknowledges and agrees that Selected Carrier will be, and remain, liable to Broker or Broker's customer for meeting performance standards and liability for loss, damage or delay of

cargo (whether such loss, damage or delay occurred while such cargo was in the possession of Selected Carrier, a subcontractor or other person). Selected Carrier shall agree that the provisions contained in 49 CFR Part 370, et seq., which is hereby incorporated and applies regardless of the jurisdiction of performance or nature of commerce, shall govern the processing of claims for loss, damage, injury or delay to property, and the processing of salvage. Selected Carrier will have no lien or will accordingly waive its right to any lien upon any shipment of Broker's customer's property or portion thereof.

11. Selected Carrier shall be liable for loss of, damage to, or delay of Broker's customer's property according to the provisions of 49 U.S.C. § 14706, which is hereby incorporated and applies regardless of the jurisdiction of performance or nature of commerce. Selected Carrier shall assume liability for the actual loss, damage to or destruction of any and all Broker's customer's property while under the Selected Carrier's care, custody or control shall mean the full invoice price charged by Broker's customer to its customers for the kind and quantity of product lost, damaged or destroyed, and unless included in said price, all taxes, fees and other charges which Broker's customer may have paid or may be required to pay or collect with respect to or measured by such a product or the manufacture, storage, distribution, transportation or sale thereof, less salvage value, if any, subject to a limitation of USD \$100,000.00 per truckload shipment.

Selected Carrier shall not sell or attempt to sell Broker's customer's property for salvage or otherwise without Broker's customer's prior written authorization. For any damaged product which Broker's customer permits Selected Carrier to resell, Broker's customer will have the right to remove all identifying marks or labels on such product. If product may be repaired and restored to good marketable condition, Selected Carrier will be liable for the cost of repairs including the cost of all packaging, labor and other necessary expenses, not to exceed the actual value for the kind and quantity of product damaged. Selected Carrier will also be liable for any inspection, storage, repackaging, reshipping and other costs and expenses associated with Broker's customer's mitigation of damages hereunder. Notwithstanding any provision to the contrary in this Agreement, and notwithstanding any requirement of any third party, Broker's customer will have no obligation to store damaged product for more than thirty (30) days following the occurrence of the damage to such product.

Concealed loss or damage will be reported to the Broker or Selected Carrier within fifteen (15) days unless the person or entity filing the claim could not reasonably have reported the loss or damage within fifteen (15) days. When notice has first been given to Broker or Selected Carrier after fifteen (15) days, claimant will offer proof that the loss or damage did not occur after delivery to the consignee and Selected Carrier will resolve the claim in light of such proof. Selected Carrier will be liable for the number of packages of product noted on the bill of lading. If Selected Carrier fails to resolve a claim within one hundred-twenty (120) days, Selected Carrier will be liable for interest at the rate of 1.5% per month unless waived by Broker's customer in writing. An offer to pay or settle only a portion of the claim will not be deemed a disallowance of the claim.

Selected Carrier will not be liable for loss of or damage or injury to product if such loss, damage or injury is caused by an Act of God, the public enemy, public authority, or default or neglect of Shipper.

12. Selected Carrier shall agree that any Broker's customer's property which has been tendered to the Selected Carrier intact and released by the Selected Carrier in a damaged condition, visible or concealed, or lost or destroyed subsequently to such tender, shall be conclusively presumed to have been lost, damaged or destroyed by the Selected Carrier, unless the Selected Carrier can establish otherwise.

13. Any bill of lading or other such form of receipt (such as a Truck Dispatch Confirmation form) will be used solely as a receipt for shipment and to identify the kind and quantity of goods, place of pickup and delivery, consignor and consignee and other information as required by Broker's customer. Upon delivery of each shipment, Selected Carrier will obtain a written receipt, signed by or on behalf of consignee, which describes the kind and quantity of goods delivered as well as any damages, shortages and/or overages. Selected Carrier will provide Broker with copies of all such receipts upon request of Broker's customer. The terms and conditions of any freight documentation used by Selected Carrier shall not supplement, alter or modify the terms of the Agreement between Broker and Broker's customer.
14. Selected Carrier will maintain its permit and licenses in full force and effect with U.S. DOT and all other applicable federal, state, and provincial state agencies during the Term. In the event that all or any portion of Selected Carrier's permits or licenses are revoked, canceled, suspended or discontinued by operation of law or otherwise, Selected Carrier will immediately notify Broker. If Selected Carrier fails to so notify Broker, then Broker's customer will not be liable for transportation charges or fees for any services provided by Selected Carrier after the date of such revocation, cancellation, suspension or discontinuance.
15. For service rendered wholly or in part within the United States, all services are being provided as "contract carriage" within the meaning of 49 USC § 13102(4)(B), and Broker and Selected Carrier each expressly waive all rights and remedies they may have as to each other under 49 USC, Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 USC § 14101(b)(1), each as amended from time to time, to the extent any such rights and remedies conflict with the terms of the agreement between Broker and Broker's customer.
16. Selected Carrier shall defend, indemnify and hold harmless Broker's customer, its subsidiaries and affiliates, successors and assigns, and their respective officers, directors, employees, agents, representatives, vendors and customers against any and all claims, demands, actions, causes of action and/or liabilities (actual, potential, threatened or pending) and all expense relating to or arising from the transportation services rendered by the Selected Carrier. However, nothing in this article shall require the Selected Carrier to indemnify Broker's customer against any claim or liability which results from any negligent or willful act or omission on the part of Broker's customer, its customers, its vendors, their agents or employees. Exclusions in Selected Carrier's insurance coverage(s) shall not exonerate Selected Carrier from this liability.
17. Effective upon acceptance of a load from Broker for the Broker's customer's account, Selected Carrier shall perform the transportation services and shall not subcontract the load to another motor carrier or tender it to a property broker.
18. Selected Carrier shall agree that the terms and conditions of its agreement with Broker shall apply on all shipments it handles from Broker. Any extra-contractual terms and conditions, including any tariff, shall be void and without legal effect even in the event of incorporation in the agreement or any shipping document.