

SHIPPER-CARRIER TRANSPORTATION SERVICES AGREEMENT

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

WHEREAS, Shipper and Carrier desire to enter into this Agreement under the terms of which Carrier will provide transportation services as a motor carrier on behalf of Shipper on a non-exclusive basis from certain points of origin to certain points of destination as requested by Shipper; and

WHEREAS, Carrier has been issued the requisite licenses, permits and/or certificate to legally operate as a for-hire motor carrier and desires to transport such shipments on behalf of Shipper on a non-exclusive basis from certain points of origin to certain points of destination as requested by Shipper.

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

1. Description of Services – Shipper agrees to tender to Carrier, and Carrier agrees to accept from Shipper, shipments consisting of certain products during the term of this Agreement for transport between points within North America, as requested by Shipper. Carrier will, using due care, pick-up, as and when requested; transport in a timely manner; and deliver in good order and condition, the shipments which are tendered by Shipper to Carrier, in accordance with the terms set forth in this Agreement (“Services”). The parties acknowledge that Services are designed to meet distinct needs of Shipper and such other needs as may be mutually agreed to during the term of this Agreement.

Every shipment tendered to Carrier by Shipper on or after the date of this Agreement will be deemed to be a tender to Carrier as a motor contract carrier and will be subject only to the terms of this Agreement and the provisions of law applicable to motor contract carriage.

2. Carrier’s Operating Authority – Carrier represents and warrants that it is fully authorized to lawfully provide the Services covered by this Agreement in all the jurisdictions in which it will perform under this Agreement. Carrier further represents and warrants that Carrier has provided a true, correct and complete copy of the required local, state, provincial, and federal licenses, permits and certificates of Carrier necessary to provide the Services as of the date of this Agreement, including without limitation as required for-hire motor carrier operating authority issued by the Federal Motor Carrier Safety Administration (“FMCSA”) and identified as U.S. DOT No. [REDACTED] and MC No. [REDACTED]. Carrier will obtain and keep in good standing during the term of this Agreement all local, state, provincial, and federal permits, licenses and registration requirements and pay any governmental charges necessary to allow the Carrier to provide the Services.

3. Carrier’s Legal and Regulatory Compliance – Carrier represents and warrants that it has complied, and will comply with, all applicable federal, state, provincial, and local laws, codes, regulations, rules and orders governing the performance of the Services hereunder. The parties acknowledge that in the event the failure of Carrier to comply with, or conform to, provisions or orders of regulatory agencies having jurisdiction over this Agreement or the Services results in different or additional charges for the Services, Carrier 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. Carrier’s Operating Responsibilities – Carrier will be responsible for the procuring and operation of the vehicles it uses and the employment, training, supervision and control of the drivers and any helpers. Carrier will be responsible for safe and lawful operation of the vehicles used in the performance of the

Services and will assume all costs, expenses, and liabilities incident to or arising out of furnishing, maintaining, repairing, or operating motor vehicles and other equipment, labor, fuel, supplies, insurance, and providing and training drivers.

Carrier will at all times during the term of this Agreement maintain the highest safety rating established by any country, and if applicable, state, province or territory through which Shipper's cargo will be transported, which, for purposes of this Agreement, shall mean the (a) safety rating system established by the FMCSA for motor carriers operating in the United States and/or (b) for motor carriers operating in Canada, the safety rating system established under the National Safety Code ("NSC") Safety Fitness Certificate issued by the Canadian province or territory where Carrier's vehicles are base-plated. Carrier further warrants that it holds and shall maintain during the term of this Agreement, at minimum, a "satisfactory" or "unrated" safety rating, or a substantively equivalent rating under any future rating system implemented by the FMCSA with respect to Carrier's operations in the United States and a substantively equivalent rating under the Carrier's NSC Safety Fitness Certificate for its operations within Canada. Carrier agrees to notify Shipper immediately if the safety ratings changes, or if it is found by any governing authority to have violated any law or regulation related to safety or insurance coverage.

Carrier will perform the Services as an independent contractor and neither its employees nor agents will be deemed to be employees or agents of Shipper. No authority has been conferred upon Carrier by Shipper to hire any persons on behalf of Shipper and Carrier will assume full responsibility for selecting, engaging and discharging its employees, agents, servants or helpers and for otherwise directing and controlling their services. Carrier 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 Carrier for the wages, salaries, or benefits of Carrier's employees.

Carrier will notify Shipper promptly by telephone of any accident, theft or other occurrence that impairs the safety of or delays the delivery of Shipper's products.

To the extent any shipments are transported within the State of California, USA, Carrier warrants that all trailers it operates and the Heavy-Duty Tractors that haul them within California under this Agreement 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.

Carrier's drayman must carry identification clearly identifying the drayman as Carrier's employee, agent, or contractor. This identification must be presented when requested. 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.

Carrier warrants that each driver will perform with reasonable dispatch in compliance with all applicable hours of service regulations to complete the assigned transportation.

5. Rates – As between Shipper and Carrier 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 Carrier by facsimile (or other electronic means) and which, unless specifically rejected by Carrier in writing prior to the actual transport of the shipment, shall be deemed accepted by Carrier. 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 set forth in this Agreement shall be expressed in United States Dollars (USD).

6. Substituted Services and Diversion/Reconsignment – Carrier will not subcontract with another motor carrier or use any broker to arrange for transportation of any shipment covered by this Agreement without first obtaining Shipper’s express, written authorization. Any such authorization from Shipper will not relieve Carrier from its obligations under this Agreement. Any broker involved with any shipment covered by this Agreement will be deemed an agent of the Carrier. Shipper shall be liable to Carrier only for freight charges and shall not be liable to any other motor carriers or other vendors for freight charges. Shipper will not be liable for any duplicate charges, or any claims or damages arising from any substituted services activities beyond payment of the original freight charges owed to the Carrier for the Services. Carrier will not allow the diversion, reconsignment, or interlining of any shipment except upon verbal or written instructions by Shipper.

7. Receipts – Each shipment 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 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 Carrier in apparent good order and condition or as may be otherwise noted on the face of such form. Upon delivery the 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 Carrier of responsibility for freight accepted by it. In the event any term or provision contained in such documents conflict in any way with any term or provision of this Agreement, the terms and provisions of 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 Carrier 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. Carrier 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.

8. Undelivered or Refused Shipments – 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 Carrier within forty-eight (48) hours of its receipt of such notice regarding the inability to deliver.

9. Provisions for Payment – Carrier 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 Carrier from time to time. Shipper shall not be liable for any charges beyond the rates and charges contained in Shipper’s Truck Dispatch Confirmation form. Whenever Shipper specifies that freight charges will be paid by a person or entity other than Shipper, Carrier shall ensure that such charges are collected from such person or entity without recourse to Shipper.

Shipper shall pay Carrier the agreed upon rates and charges promptly upon receipt of Carrier’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 Carrier against any amount owed to Shipper by Carrier including, without limitation, for cargo and overcharge claims. Carrier will invoice Shipper promptly but in no event later than one hundred eighty (180) days from the date of tender of a shipment. Carrier waives payment for any charges not invoiced within such one hundred eighty (180) day period.

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

11. 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.

12. Cargo Loss, Damage and Delay – Carrier shall be 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. Carrier shall also assume liability for the actual loss, damage to or destruction of any and all Shipper's freight while under the Carrier's care, custody or control, which, for purposes of this Agreement, shall mean the greater of the full replacement cost or the invoice cost for the kind and quantity of product lost/damaged/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. Carrier agrees that any of Shipper's freight which has been tendered to Carrier intact and released by 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 Carrier, unless 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 Carrier provides transportation services 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. Carrier will immediately notify Shipper of any loss, damage, or delay of which Carrier becomes aware. Shipper must file cargo claims with Carrier 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. Carrier 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 Carrier. Shipper must file any civil action against Carrier within two (2) years of the date that Carrier gives written notice to Shipper that it has disallowed any part of Shipper's claim.

Carrier shall not 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 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, Carrier will be liable 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. Carrier 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 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 Carrier after fifteen (15) days, claimant will offer proof that the loss or damage did not occur after delivery to the consignee and Carrier will resolve the claim in light of such proof. Carrier will be liable for the quantity of product noted on the shipping documentation. If Carrier fails to resolve a claim within one hundred-twenty (120) days, Carrier 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.

13. Agreement and Record Retention – Carrier 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), Carrier will refund such overpayment or unidentified payment(s) promptly upon demand by Shipper.

14. Insurance – Carrier 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 Auto Liability Insurance insuring 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. For all United States policies, Shipper will be named additional insureds and such policy will provide that the insurance will be primary. Carrier's insurance policy will provide for waiver of subrogation rights against Shipper.

(b) Commercial General Liability Insurance insuring Carrier against liability for injury for bodily injury & property damage, personal & advertising injury, medical expense, products/completed operations, damages to premises rented to you and contractual liability in a combined single limit of not less than USD \$1,000,000 per occurrence; Shipper will be named additional insureds and such policy will provide that the insurance will be primary; Carrier's insurance policy will provide for waiver of subrogation rights against Shipper.

(c) Cargo Insurance insuring Carrier against liability for loss of or damage to commodities while in the custody, possession or control of Carrier in an amount of not less than USD \$100,000 per occurrence; and

(d) Workers' compensation insurance for its employees in accordance with statutory requirements and will provide evidence of compliance with workers' compensation legislation required by law. Carrier will ensure that all workers' compensation payments are current for all applicable jurisdictions. For performance in Canada, Carrier will additionally provide evidence of compliance with each worker's compensation board ("WCB") with jurisdiction over Carrier's operations or, if the 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.

(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 Carrier, its agents, or employees, arising out of the performance of this Agreement, in the amount of no less than USD \$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.

Upon request, Carrier 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 Carrier's performance under this Agreement.

15. Indemnity.

(a) Excluding liability for cargo loss and damage which are dealt with in Section 12 above, Carrier 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 Carrier's performance of the Services; (b) Carrier's breach of any of its representations, warranties, and/or covenants under this Agreement; (c) Carrier's or any of its employees' or contractors' violation of applicable law; (d) employment-related claims asserted by Carrier's personnel including claims of joint or co-employment, employee benefits, or worker's compensation; (e) Carrier's failure to comply with worker's compensation requirements; or (f) any claims for freight charges asserted against any Shipper Indemnitee. Carrier will provide complete and adequate insurance to indemnify itself and Shipper Indemnitees against the same.

(b) Shipper will indemnify, defend, and hold Carrier and its respective officers, directors, shareholders, members, managers, employees, and agents harmless from any and all liabilities, judgments, fines, penalties, orders, decrees, awards, costs, expenses, including reasonable attorneys' fees, settlements and claims on account of such Shipper's negligence or intentional misconduct.

(c) This Section 15 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.

16. Confidentiality.

(a) Carrier 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. Carrier 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. Carrier 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 Carrier may obtain from others while providing the Services to Shipper. These obligations of confidentiality will not extend to information known to Carrier prior to disclosure by Shipper or which is generally available to the public, information which through no act on the part of Carrier becomes generally available to the public, information which corresponds in substance to that furnished to Carrier 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 Carrier.

(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. Carrier will return or deliver all tangible or computer-generated representations of any confidential information, and all copies or evidence thereof, within five (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 Carrier 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 Carrier 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.

17. Force Majeure – The obligation of Carrier 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.

18. 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 Carrier:

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 (3) days after it is sent by U.S. regular mail or Canada Post, 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.

19. No Joint or Several Liability – The applicable rights, obligations, and liabilities associated with the procurement of services from Carrier 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 Carrier 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.

20. Non-Exclusivity – Carrier will be free to arrange for the transportation of cargo from shippers other than Shipper. Shipper will be free to engage freight transportation Carriers other than Carrier.

21. 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.

22. 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.

23. 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.

24. Costs and Expenses – If Shipper prevails in any action at law or arbitration against Carrier for the recovery of damages due to breach of the terms of this Agreement, Shipper will be entitled to recover from Carrier 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.

25. 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.

26. 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

Signature

Printed Name: _____

Title: _____

CARRIER

(Name of Carrier)

(Address)

(City, State, Zip)

Signature

Printed Name: _____

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 |