MASTER INDEPENDENT CONTRACTOR AGREEMENT

This Master Independent Contractor Agreement is made between Professional Courier International, Ind. d/b/a ProEx (hereinafter referred to as “Carrier”) and ____________________________, (hereinafter referred to as “Contractor”).

WHEREAS, Carrier is a for-hire motor carrier operating in intrastate and interstate commerce, subject to the rules and regulations of the Federal Motor Carrier Safety Administration, the U.S. Department of Transportation, and other federal and state agencies; and

WHEREAS, Contractor is a (check where applicable):  (1) A Sole Proprietorship □; (2) Limited Liability Corporation or Partnership □; or (3) A Corporation □ which owns or leases the equipment identified in Appendix A attached hereto; and

WHEREAS, the parties desire to enter an independent contractor relationship in accordance with applicable law;

NOW, THEREFORE, the parties agree as follows:

This Agreement shall govern the lease of equipment identified on Appendix A with driver by Contractor to Carrier for the continuing performance of a series of separate interstate transportation contracts, the payment for which shall be determined in accordance with the agreed compensation set forth in Appendix B.

1. Compliance with Federal Statutes and Regulations. The parties acknowledge and agree that this contract is governed by Federal Regulation, to wit: 49 C.F.R. §376 with respect to interstate movements and it is the intent of the parties that this Agreement fully comply with such regulations without creating indicia of control which would otherwise frustrate the intent of the parties to create an independent contractor relationship. See 49 C.F.R. §376.12(c)(4). Carrier shall comply with Federal Motor Carrier Safety Regulations (“FMCSR”) to the extent applicable based upon the gross vehicle weight of the leased equipment.

Accordingly, the parties agree as follows:

A. Carrier shall exercise that level of dominion and control over the leased equipment required by Federal Motor Carrier Leasing Regulations and/or applicable state laws including the execution of an original and 2 copies of this Lease by the parties with a copy or notice of this Lease to be kept on the equipment during its term in accordance with §376.11(a) and §376.12(l).

B. Receipts specifying the identity of the equipment and stating the date and time possession is transferred shall be issued in the form set forth in Appendix C in the time and manner as required by §376.11(b). This Master Independent Contractor Agreement contemplates that identified equipment may be “Trip Leased” to Carrier on an intermittent or as-
agreed basis to transport specific shipments between times and places as identified on the electronic receipts exchanged between Carrier and Contractor.

C. During the period of the Lease, Carrier shall identify the equipment in accordance with FMCSA requirements found at 49 C.F.R. §390.21. Contractor warrants that it will immediately execute an electronic or written receipt for return of the equipment as provided for in Appendix C, and remove or submit for removal all identification (if any is required) that the equipment is operated subject to the safety duties and leasing obligations of Carrier.

D. Records of Equipment. Carrier shall keep records covering each separate interstate job or trip for which Contractor’s services are retained in accordance with §376.11(d). Contractor warrants that it will instruct its driver to issue, obtain and carry while in transit bills of lading covering each trip which identify the lading and indicating the point of origin, the time and date of departure, the point of final destination, and confirm that the transportation is provided under the responsibility of Carrier.

E. Contractor warrants that it is the title holder or has equitable ownership of the leased equipment in accordance with §376.12(a).

F. The Lease shall commence with the time of the giving of the receipt for possession and shall continue from month to month until terminated by either party in accordance with the termination provisions herein. If this Master Lease is used for individual moves only, Contractor warrants that each successive Lease shall be initiated electronically and shall be terminated upon delivery of the contracted load by electronic transmission to Carrier.

G. To fulfill the exclusive possession and responsibilities of the federal regulations for interstate shipments, the authorized carrier shall have exclusive possession, control and use of the equipment for the duration of the lease and the concomitant safety duties imposed by the Federal Motor Carrier Safety Administration’s regulations. See 49 C.F.R. §376.12(c) and the safety regulations found at §390-399.

H. Contractor recognizes Carrier’s federal regulatory duty, depending upon the size of the leased equipment, to inter alia maintain driver qualification files, monitor driver’s hours of service, conduct pre-employment and random drug and alcohol screening, verify equipment maintenance and repair, ensure proper securement, transport of freight in accordance with reasonable dispatch and highway restrictions governing the transportation of hazardous and overweight and over-dimensional loads. Contractor certifies that it is familiar with these regulatory requirements, will so instruct its driver personnel in proper compliance and will indemnify and hold Carrier harmless from any breach by it or its employees of this duty or failure to offer reasonable cooperation.

I. Calculation of Compensation. Contractor’s gross compensation shall be agreed to at time of dispatch and shall be agreed to electronically or otherwise confirmed in writing. To be excluded from gross compensation and reflected on settlements shall be the non-reimbursable expenses and other advances including charge-back items set forth in Paragraph J, insurance payments, taxes and other withholding authorized by Contractor to be paid to NICA or
its disclosed agents, pickup and delivery fees, permits, escort service and accessorial charges not earned by Contractor or its drivers such as lumpers or rigging expenses. Other expenses not attributable to the services rendered by Contractor shall also be excluded from line haul revenue. In accordance with 49 C.F.R. §376.12(g), Carrier will give Contractor before or at the time of settlement a copy of the rated freight bill or computer-generated document containing the same information for interstate shipments paid on percent of revenue. Upon request, Contractor may view other documents as required by regulation. In addition, Contractor shall receive 100% of any fuel surcharge, if any, collectible by Carrier as reflected on its rated freight bill.

J. Non-Reimbursable Expenses. For the consideration specified above, Contractor agrees to be solely responsible for the following additional expenses:

(1) Identification Devices. (At its expense upon termination of lease, Contractor removing identification devices, offering suitable evidence to Carrier that such devices have been removed, or submit the equipment to Carrier for its removal.)

(2) Cost of Fuel.

(3) Fuel Taxes.

(4) Permits of all types.

(5) Tolls, ferries, accessorial services, base plate and licenses.

(6) The hiring and settling of wages for its drivers and the payment of all employment taxes, worker’s compensation insurance,

(7) The maintenance of all equipment in accordance with DOT standards.

(8) The payment of all operating expenses including Federal Highway Use Taxes, personal property taxes, fines incurred by it.

(9) Furnishing all tools, including tie-downs and load securement equipment, and safety equipment required by the DOT and/or FMCSA.

(10) Cost pertaining to the proper training and instruction of Contractor and its employees.

(11) Compatible on-board computer and tracing technology to meet Shipper’s requirements. Attached hereto as Appendix D is a list of tools and other devices which Contractor is required to provide pursuant to this Agreement which can be purchased or rented to Contractor by Carrier for the fees stated therein. If Contractor
elects to purchase or rent these items by executing the addendum in the place provided, the cost of same will be charged back to settlements until such time as the tool or device is returned in good condition, ordinary wear and tear excepted.

(12) **Miscellaneous Expenses and Fees.** Attached as Appendix E is a list of fees which will be deducted from settlements by Carrier as service or administrative fees based on the type of services rendered by Contractor.

(13) **Fines for Oversize or Overweight Shipments.** Unless trailers are preloaded and sealed or containerized, Contractor or its employees shall be responsible for confirming that all lading is suitable for transportation in accordance with applicable weight and dimensional limitations imposed by in-transit states or authorized by special permits obtained for transportation of the shipment. Contractor shall be responsible for all fines, penalties and claims resulting from failure to comply with this obligation.

(14) With respect to fuel purchases set forth in Subparagraph 3 above, Contractor recognizes that Carrier is required by IFTA to file taxes governing fuel taxes for its services and accordingly agrees to purchase sufficient fuel within each state in which its equipment operates to assure payment of fuel taxes. Contractor agrees to provide carrier with satisfactory proof of such purchases and to pay any applicable deficiency.

(15) With respect to base plates, if purchased in the name of Carrier, upon termination of the lease Carrier will transfer the plates to another unit if possible, crediting Contractor with any refund or credit it received. If carrier is unable to transfer the plates to another unit, then no refund or credit will be due to Contractor.

(16) Carrier is authorized to deduct and/or remit from settlement such amounts as Contractor authorizes to pay for goods and services rendered to Contractor by NICA or any other agent of its choosing.

**K. Payment.** In accordance with 49 C.F.R. §376.12(f) Carrier agrees to pay Contractor within 15 days after submission of necessary delivery documents to secure payment from shipper and driver log books required by the U.S. DOT, if applicable. Because the parties recognize that the U.S. DOT regulations now require the carrier to maintain supporting documents including but not limited to trip reports, weight tickets, evidence of toll receipts and fees, as well as other documents, Contractor agrees to submit these additional documents with its settlement and agrees to a settlement deduction of $50 per occurrence if such documentation is not provided within 5 working days of request.
L. **Chargeback Options.** Carrier shall be entitled to chargeback to Contractor and deduct from settlement the following: (1) all payments paid by Carrier for authorized advances and costs incurred by Carrier on behalf of Contractor as a result of Contractor’s obligations enumerated in J above. In addition, any advance specifically confirmed in writing, the purchase of any goods or services from Carrier by Contractor as specifically authorized in this Agreement or otherwise and specifically enumerated fine or penalty may be deducted for the specific amount provided for herein or at Carrier’s cost without markup. Contractor will be afforded copies of documents necessary to determine the validity of any charge.

M. **Products, Equipment or Services from Carrier.** Contractor is not required to purchase or rent any products, equipment or services from Carrier as a condition of entering this Lease. Any product, equipment or service which Contractor elects to purchase shall be enumerated in Appendix D or by subsequent addenda.

N. **Insurance.** Carrier has a legal obligation under federal statute to provide bodily injury and property damage insurance to the public for the use of the leased equipment pursuant to 49 U.S.C. §13906 during the term of this Lease. Contractor agrees to carry non-trucking liability (so-called “deadhead and bobtail”) insurance with a combined single limit of not less than $500,000 and will provide proof of such coverage to Carrier during the term of this Agreement. In addition, Contractor shall maintain BI and PD coverage on the leased vehicle in the amount of not less than $500,000 per occurrence for vehicles weighing 10,001 lbs. gvw or less and $1,000,000 per occurrence for vehicles weighing more than 10,000 lbs. gvw, naming Carrier as an additional insured. Such coverage shall be primary and noncontributory. Contractor further agrees that it is its sole duty to require and maintain at its expense worker’s compensation insurance or other insurance required by the provision of any applicable employer’s liability law on all drivers and any other employees required by Contractor or hired by Contractor to perform the services under this Agreement. A certificate of worker’s compensation will be furnished upon request. If Contractor elects to obtain and if Contractor maintains that worker’s compensation is not required due to statutory exemption, it will provide evidence of comparable occupational accident insurance and otherwise warrants that it will indemnify and hold harmless Carrier against any allegation of cut-through liability.

If Contractor elects to purchase any insurances from sources available through Carrier, such coverage will be set forth in Appendix D and Carrier will provide Contractor with a copy of each policy upon request, providing to Contractor a certificate of insurance naming the insurer, the policy number, the effective dates, the amount of coverage, the cost to lessor and any deductible.

Contractor shall provide and keep current a certificate of insurance showing the coverages as set forth in Appendix D-2 and shall identify any premiums which Carrier is authorized to withhold from settlements and forward to its disclosed agent or representative.

O. **Cargo and Accident Deductible.** Notwithstanding any public liability insurance or cargo insurance maintained by Carrier, Contractor agrees to pay to Carrier as a penalty an amount equal to the first $1500 of the expense incurred by Carrier and paid to it any cargo
claimant or accident victim as a result of the negligence of Contractor or its employees in the performance of this contract.

P. Notification Requirement. Contractor further agrees to immediately notify Carrier of any potential cargo claim, accident, fine, citation or out-of-service order incurred by Contractor or its employees in order to ensure Carrier’s compliance with its customer and safety obligations.

Q. Escrow of Funds. The Contractor shall deposit with the Carrier a performance bond issued by a Surety Company approved by Carrier in the amount of $2,500.00 per vehicle, or at his option, may furnish in lieu thereof a $500.00 cash bond for the tractor described in Section III of this Agreement to guarantee the full, complete and competent performance of the Contractor’s obligations under this contract. These obligations include, but are not limited to, the settlement of all accounts between Contractor, its employees or agents, and Carrier, and the return of all regulatory agency permits, tags and identifications issued in the name of the Carrier and the Contractor upon expiration or termination of the Contract or upon the execution of a receipt for the equipment.

The Contractor shall receive notice through the settlement process of any transaction involving the escrow funds, to include any withdrawals or any other adjustments to the escrow account. Contractor shall have the right to an accounting for transactions involving the escrow fund at any time. The Carrier shall compute interest on the escrow funds at least quarterly. For purposes of calculating the balance of the escrow fund on which interest must be paid, the carrier may deduct a sum equal to the average advance made to the Contractor during the period of time for which the interest is to be paid. The interest rate that is to be applicable to said interest payments shall be set at a rate equal to the average yield or equivalent coupon issue yield on 13-week Treasury Bills as established in the weekly auction by the Department of Treasury.

If for any reason Contractor fails to return Carrier’s equipment within 24 hours of request, Contractor acknowledges that Carrier may seek a writ of replevin and agrees to pay all attendant attorney’s fees and court costs as well as all costs of recovery incurred by Carrier to recover its equipment.

R. Impermissive Use of Equipment. The parties contemplate that Contractor may use trailer equipment owned by Carrier to provide the contracted services. Such equipment may be used without additional charge for the purpose of providing services for Carrier or with Carrier’s express permission. During the term of this Agreement, if Contractor moves or pulls Carrier’s trailer from Carrier’s terminal or other location without Carrier’s authorization, Contractor will be assessed 15¢ per mile for the total number of miles and all other charges incurred in securing and returning such trailer subject to a minimum charge of $50 per day.

2. Contractor Independence/Control of Operations.

A. Federal and State Laws. At all times, Independent Contractor shall remain solely responsible for payment of all federal and state taxes accruing as a result of its maintenance and use of the leased vehicle, retention and payment of driver personnel to perform
services under this agreement. Contractor warrants that it is familiar with and shall comply with all applicable employment laws and applicable taxes including and not limited to federal and state income tax, state worker's compensation, unemployment compensation taxes, and overtime requirements which may be applicable. Contractor shall indemnify and hold carrier harmless from these obligations.

To the extent not inconsistent with federal, state and safety regulations, including but not limited to hours of service requirements, highway speed limits and other restrictions, Contractor shall be free to set the method and time of performance for all delivery of loads accepted by it. The parties agree and understand that federal and state laws and regulations impose duties on carriers including the maintaining of records of Contractor operations, equipment maintenance, hours of service, reporting for state tax purposes all miles run by the vehicle as well as additional obligations imposed by carrier's insurer whose federal filings are a prerequisite of operations. Contractor agrees to comply with these federal duties and statutes with respect to the equipment leased to carrier and will provide all necessary supporting documents as required by law. Contractor warrants that it will only permit driver personnel to perform service under this Contract who have been credentialed and approved by Carrier in accordance to US DOT requirements.

B. Customer-Specific Requirements. The parties agree that in the performance of this contract, carrier in its sole discretion will tender Contractor individual loads, subject to its equipment availability on a load-by-load basis. It is agreed that any load may have customer-imposed service requirements which will be conveyed to the Contractor at time of tender. Contractor agrees to accept or reject the load tender and is not subject to forced dispatch. In accepting the load, Contractor agrees to perform in accordance with any special ground rules imposed by the customer and further warrants that the expected service can be provided in a safe and non-negligent fashion in accordance with its drivers’ available hours of service.

C. Routes and Methods. The parties agree that federal regulation requires a carrier to be responsible for accounting for all miles run by the involved commercial vehicle while under lease and for the hours of service of the driver operating the leased vehicle, regardless of whether the truck is under dispatch. Notwithstanding these requirements, Contractor is free to select the routing for performing any dispatch consistent with state and federal highway speed limits, weight and other restrictions. Carrier will assist Contractor by providing practical routing information for its use. Contractor agrees to indemnify and hold harmless carrier from any claim, fine, loss or damage which arises from the "deadhead or bobtail" use by it of the equipment.

Contractor agrees to indemnify and hold harmless Contractor from any claim, fine or assessment arising out of its failure to comply with the warranties and representations contained in this paragraph.

D. Independent Contractor Status. It is the intent of the parties for Contractor to retain the status of an independent contractor in business for federal and state law purposes. Carrier’s control over Contractor shall be limited to that control required by federal and state statutes and regulations governing the conduct of motor carriers. Contractor shall train all of its
driver personnel in accordance with U.S. DOT requirements and shall submit all driver personnel
to carrier for qualification, safety and training to the extent required by federal regulations.
Neither Contractor nor its driver employees shall be required to attend other employment
training meetings held by the company nor shall they be subject to the company employment
manual. Contractor shall have the right to substitute other qualified drivers to perform the
services subject to carrier’s confirmation that Contractor’s driver meets the driver qualifications
established by the U.S. DOT and its insurers.

Contractor warrants that no driver will be used until the driver has been qualified
by carrier in accordance with federal safety requirements. At all times, Contractor shall remain
responsible for hiring and supervising his employees and for paying their salaries and all relevant
taxes. Contractor warrants compliance with all federal and state employment laws and shall
indemnify and hold carrier harmless from its failure to discharge such obligations.

Contractor shall at all times be free to set its hours of operations consistent with
the federally imposed hours of service requirements and the scope of the work accepted and the
customer’s service expectations. Contractor is free to work when and where it chooses and shall
accept or reject work assignments on a load by load basis. Contractor agrees to comply with any
scope of work requirement imposed by the customer service conditions when accepting a job
assignment but is otherwise free to schedule the order of its work.

Where shipper requires same and to facilitate efficient dispatch, Contractor agrees
to provide electronic notification of its operating status including when equipment is loaded,
unloaded or otherwise available to dispatch. This electronic notification may include the
exchanging of receipts for leased equipment where applicable. Otherwise no oral or written
report other than the supporting documents and logs required by the DOT, bills of lading and
shipping documents required by the customer for payments and fuel taxes as required by IFTA
shall be required.

Contractor shall be solely responsible for furnishing the power equipment used to
provide service and shall keep same in good repair in accordance with federal regulation and
inspection requirements. Contractor shall be solely responsible for the payments on the leased
equipment on the subject equipment and shall have the right to make all crucial decisions with
respect to the maintenance and operation of such equipment.

Consistent with the leasing regulations which require carrier to have exclusive
possession and control of the equipment, Contractor shall be free with notice to work for other
carriers or customers. Contractor shall have the right to discharge any driver it employs at any
time. Contractor agrees that it shall reassign any driver which Carrier in its sole discretion
determines is unqualified to comply with Carrier’s federal imposed safety duties.

Contractor warrants as a condition of this contract that all equipment will be
continually operated in accordance with U.S. DOT safety regulations in a non-negligent fashion.

Contractor shall accept work assignments on a job by job or load by load basis
and agrees to comply with any ground rules or scope of work requirements established by the
shipper as a service condition imposed on the work provided. Carrier does not guarantee Contractor a profit or limit its profit margin for contracts performed.

3. **Standard Operating Procedures.** Because Carrier’s customers require on-board communication to track delivery times, confirm pickups and deliveries and obtain advice about in-transit conditions, Contractor agrees to obtain on-board communication devices compatible with Carrier’s system. Such equipment may be obtained and installed by Contractor in leased unit at its choosing. If purchased or leased from Carrier, Contractor’s decision will be reflected in Appendix D and deduction from settlement will be authorized.

Unless Contractor or its driver notifies Carrier to the contrary, for the parties’ mutual benefit, Carrier will tender loads to Contractor’s driver using such on-board communications in real time based upon the availability of shipments, the equipment, and notice provided electronically that the leased equipment is available for a new contract consistent with the driver’s available hours of service and its location. To facilitate these standard operating procedures, Contractor agrees to afford Carrier reasonable notice if its driver or unit is otherwise unavailable to accept additional loads.

4. **Contractors, Warranties, and Indemnification.** As consideration for entering into this agreement, Contractor warrants as follows:

a. that it is properly licensed and authorized to conduct its independent trade or business in accordance with local and state laws.

b. that it will comply with all federal, state, and local taxing authorities that are applicable to its trade or business and will pay all applicable withholding and employment taxes and insurance payments as they come due by reason of its retention of personnel to provide the contracted service.

c. that it will not accept or incur any payment obligation on behalf of Carrier without its express written approval.

d. that it will promptly notify Carrier of any acts that result in any type of loss, shortage, citation, fine, or out of service order incurred in the course of its use or maintenance of the lease equipment during the period of this lease.

e. that the manifests/invoices including funding verification forms submitted by its agent to carrier are true and correct statements of all amounts due and payable for services rendered.

f. that it has examined and accepts carrier’s methods of compensation and deductions as fair payment for past and future shipments compensation and agrees to waive its claim for all disputed settlements not contested within 30 days of deposit.
5. Contractor agrees to indemnify and hold Carrier harmless from any breach of the above warranties or if other claim laws or damage arising out of the negligent or willful acts or omission of it, its officers, directors, employees, or agent.

6. **Integrated Claim.** The Parties agree that this contact sets forth the full understanding of the Parties and shall not be modified or changed in any way except by express written addendum.

7. **Termination.** This Contract may be terminated by either party on fifteen (15) days written notice. If, in the sole opinion of Carrier, the driver qualified by Contractor to provide services fails to comply with the Federal Motor Carrier Safety Regulations, Carrier may terminate this Agreement at any time.

8. **Claims Notification.** The Parties recognize in accordance with federal statute, Carrier has 6 months from the issuance of any interstate freight invoice to file an undercharged claim with its Shipper. Accordingly, the Parties agree that Contractor will review its settlements and notify Carrier not later than 165 days after issuance of its disputed amount or thereafter will be barred.

9. **Arbitration.** Parties agree that in the event of any disputes at the request of either party the issue must be submitted to binding arbitration under the rules of the American Arbitration Association sitting at Cleveland, Ohio. The decision of the arbiter shall be final.

10. **Venue and Jurisdiction.** This agreement is made pursuant to the requirements of federal law to the extent of services performed in interstate commerce and otherwise subject to the laws of the state of Ohio. The parties agree that Venue and Jurisdiction to enforce any arbitration aware shall be before courts of competent jurisdiction at Cleveland, Ohio.

Dated this _______ day of __________, 20____.

Professional Courier International, Inc.                                      [CONTRACTOR]: ______________________________
d/b/a ProEx

___________________________________________________________________
Signature                                                                                Signature

___________________________________________________________________
Print Name                                                                              Print Name

___________________________________________________________________
Title                                                                                 Title
APPENDIX A

Unit I.D.: ________________________________
Plate No.: ______________________________
Make/Year: ______________________________
VIN: ____________________________________
GVW: __________________________________
APPENDIX B

Fixed revenue (if applicable): ________________________________________________

Gross Linehaul Revenue (tbd)*

*Flat rate to be agreed upon at time of load dispatch.
APPENDIX C

Sample Receipt for Each Trip as shown on Sylectus
APPENDIX D-1

Deductible Expenses for Goods or Services Not Otherwise Included in Contract

1. Late to Pickup- $250.00 (More than 5 minutes without notifying dispatch)
2. Late to Deliver- $500.00 (More that 5 minutes without notifying dispatch)
3. Failure to communicate with dispatch or turn off tracking $50.00
4. Failure to turn in BOL within 24 hours $50.00
APPENDIX D-2
Insurance Coverages Maintained by Contractor

1. Non-Trucking Liability $500,000 per occurrence

2. BI and PD*  
   GVW under 10,000 lbs------------------100/300/50 or 300k CSL 
   GVW 10,001-20,000k----------------300k CSL 
   GVW 20,001-45,000k----------500k CSL 
   GVW 45,001k and over------1million CSL 

3. Workers Comp or Occ/Acc  
   Limits equal to state law worker’s compensation requirements 

Contractor must provide certificates of insurance for 1 and 3 and must name (Professional Courier Int’l Inc., dba ProEx) and (ProEx Logistics, LLC) as additional insured for 2 above.

Contractor is not required to obtain from Carrier nor does Carrier provide insurance to meet the above requirements.
APPENDIX E

Miscellaneous Deductions for Service and Administrative Fees by Class of Service

<table>
<thead>
<tr>
<th>Local Courier</th>
<th>Software Adm. Fee $5.80/wk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trucks greater than 10,000 lb GVW</td>
<td>$20 per driver admin fee/month</td>
</tr>
<tr>
<td></td>
<td>$75 per vehicle per month (Nov-March)</td>
</tr>
<tr>
<td></td>
<td>(Cold weather plug-in charge)</td>
</tr>
<tr>
<td>Vehcles/Drivers on Sylectus system</td>
<td>Sylectus (booking fee) $30/per month</td>
</tr>
<tr>
<td></td>
<td>$90 for first 3 months</td>
</tr>
<tr>
<td></td>
<td>2% of gross revenue per load (admin fee)</td>
</tr>
<tr>
<td></td>
<td>$100 start-up fee</td>
</tr>
<tr>
<td></td>
<td>___% paid to agent where applicable</td>
</tr>
</tbody>
</table>

Initial Here: ___________