

**HEICO CONSTRUCTION GROUP TRANSPORTATION AGREEMENT
FOR MOTOR CARRIERS (JANUARY 2016 VER.)**

This Agreement ("Agreement"), is entered into as of the date of the Bill of Lading incorporating these terms and conditions by reference (the "Effective Date"), and is by and between the Shipper and Carrier identified on the said Bill of Lading.

RECITALS

WHEREAS Carrier, as an independent contractor, desires to furnish motor carrier service to Shipper for the transportation of general commodities in interstate commerce and represents that it is duly registered with the Federal Motor Carrier Safety Administration ("FMCSA"), as well as state regulatory agencies in which Carrier provides intrastate service, if required for the services to be provided, copies of which will be provided on request; and

WHEREAS Shipper desires to utilize the services of Carrier for the transportation of general commodities to, from and between its various facilities and/or to customers of Shipper; and

WHEREAS, this Agreement is being entered into between Shipper and Carrier as authorized under 49 U.S.C. § 14101(b) and provides for Carrier to perform specified services under the rates and conditions specified herein; and

WHEREAS the parties expressly waive any and all rights and remedies provided under Part B of Subtitle IV of Title 49, United States Code (the Interstate Commerce Act) for the transportation provided hereunder to the extent they are inconsistent with the terms and conditions herein (except provisions governing registration, insurance, or safety fitness);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

§ 1. APPLICABILITY

A. The terms and conditions of this Agreement apply to (i) all motor carrier transportation and related services provided by Carrier to Shipper, and (ii) all motor carrier transportation and related services provided by Carrier to Heico Construction Group, LLC (hereinafter called "HCG"), a Delaware limited liability company, and/or its affiliates listed in **Exhibit 1** (any or all of which may be referenced hereinafter as "HCG affiliate" or "HCG's affiliate" or "HCG affiliates" or "HCG's affiliates"), whether HCG or HCG's affiliate is acting as a shipper or as a consignee or otherwise.

§ 2. TERM OF AGREEMENT

The initial term of this Agreement shall be for a period of one (1) year commencing on the Effective Date and shall automatically renew for additional one (1) year periods unless terminated as provided in this Agreement.

§ 3. TERMINATION

A. Termination Without Cause. This Agreement may be terminated by either party upon 30 days written notice given at any time during the initial or any renewal term without cause and without any further liabilities or obligations hereunder (except with respect to liabilities and obligations arising prior to such termination which shall survive termination of this Agreement).

B. Termination For Cause by Shipper.

(1) Shipper shall have the right to terminate this Agreement for cause, without prejudice to any other right or remedy Shipper may have, if Carrier breaches any material provision of this Agreement and fails to correct such breach within ten (10) days after written notice specifying the nature of such breach has been provided to Carrier.

(2) This Agreement may be terminated immediately for cause if Carrier: (a) has its operating authority revoked or suspended, or receives a "Conditional" or "Unsatisfactory" rating, as defined in 49 CFR § 385.3, from the FMCSA; (b) has its insurance canceled, reduced or otherwise invalidated, or otherwise fails to meet the requirements of Section 9 hereof; or (c) files a petition in bankruptcy, or becomes insolvent, or makes a general assignment for the benefit of creditors.

(3) In the event of termination for cause under Subsections (1) or (2) above, Carrier shall: (a) terminate handling Shipper's business and relinquish control over all goods of Shipper in its possession and/or under its control as of the date of termination; (b) deliver all such goods to Shipper, its designated agent or contractor pursuant to Shipper's instructions, at Carrier's cost and expense; and (c) abide by such other and further instructions from Shipper as may be reasonable and necessary to wind up the business affairs of the parties.

C. Termination for Cause by Carrier. Carrier shall have the right to terminate this Agreement upon notice to Shipper, without prejudice to any other right or remedy Carrier may have, if Shipper:

(1) fails to pay any uncontested shipping charges or other amounts due to Carrier that have been otherwise properly billed hereunder and such amounts remain unpaid for more than 120 days after Shipper receives written notice that such charges are past due; or

(2) files a petition in bankruptcy, or becomes insolvent, or makes a general assignment for the benefit of creditors.

D. Notice of Termination. Any notice of termination shall be delivered to the appropriate party as provided in Section 17 of this Agreement.

§ 4. SHIPPER'S OBLIGATIONS

Obligation of Shipper only. The rights, liabilities and obligations of Shipper vis-à-vis Carrier shall be personal to the Shipper for which the particular transportation service is being provided. Carrier expressly acknowledges and agrees that under no circumstances shall the provisions of this Agreement create joint and several liability between or among Shipper, HCG and/or any HCG affiliate.

§ 5. CARRIER'S OBLIGATIONS

A. General

(1) Compliance with Laws, Rules and Regulations. Carrier shall have authority from the FMCSA as a common carrier to transport general commodities in interstate commerce. Carrier shall comply with all applicable provisions of the Interstate Commerce Act, related laws, rules and regulations of the FMCSA, as well as state and local laws, rules and regulations to the extent they govern Carrier's operations.

(2) Facility Rules - Safety, Security, etc. Carrier shall comply and cause its employees, agents and representatives to comply with all safety rules in addition to all other health, security and environmental rules, regulations and policies in force at any of Shipper's facilities, including without limitation, rules regarding hazardous or dangerous materials, speed limits, smoking and use of lounges or offices, and at any other facility or location where product or goods are tendered for transportation or delivered hereunder.

(3) Safety Management Controls. Carrier warrants and represents that it has a "Satisfactory" safety rating from the FMCSA and will maintain a "Satisfactory" safety rating at all times while this Agreement is in effect. In the event that Carrier is "Unrated" and/or has not been assigned a safety rating by the FMCSA, Carrier further warrants and represents that it has in place safety management controls adequate to meet or exceed the safety fitness standard prescribed in 49 CFR § 385.5. If Carrier should receive a "Conditional" or "Unsatisfactory" safety rating from the FMCSA, Carrier shall promptly notify Shipper and shall not accept any

further shipments without Shipper's express written permission, and this Agreement may be terminated by Shipper for cause as provided in § 3.B.

(4) Prompt Service. Carrier shall promptly and efficiently receive, transport with reasonable dispatch and deliver safely the goods entrusted to it hereunder, whether received from Shipper or from third parties at the request of Shipper.

(5) Appointments; Pickup/Delivery Times. Carrier acknowledges that Shipper or its customers may have specific requirements for pickup or delivery by appointment or at specified times ("delivery windows") due to the nature of their businesses and receiving facilities. If Shipper specifies such time requirements in its dispatch instructions, and Carrier accepts the shipment, Carrier agrees to comply with the specified time requirements, and Carrier may be required to absorb any additional costs or expenses for failure to comply, including but not limited to detention and redelivery expenses.

(6) Loading and Securement of Shipments. Regardless of whether Shipper loads or assists in the loading of Carrier's equipment, Carrier assumes full responsibility for the safe and adequate loading and securement of shipments, and shall comply with all applicable safety regulations including, but not limited to 49 CFR §§ 392.9 and 393.100 *et seq.*

(7) Permits and Licenses. Carrier shall obtain any special permits required by state or local laws and regulations for routing or for overweight, overwidth, or overlength shipments, and shall be solely responsible for any fines or penalties resulting from violations of such laws or regulations.

(8) Subcontracting. Carrier agrees not to use subcontractors (other than owner-operators under a written lease), or to interline with other carriers, or to broker shipments, or to use "substituted services" by rail for Shipper's goods without the express written permission of Shipper.

(9) Owner-Operators. It is understood that Carrier may use the services of owner-operators to perform some or all of its obligations under this Agreement. If Carrier uses owner-operators, Carrier warrants and represents: (a) Carrier shall comply with all applicable laws and regulations, including but not limited to the provisions of 49 CFR Part 376, Lease and Interchange of Vehicles; (b) Carrier shall enter into a written lease that shall provide that Carrier, as the authorized carrier lessee, shall have exclusive possession, control, and use of the equipment for the duration of the lease. The lease shall further provide that the authorized carrier lessee shall assume complete responsibility for the operation of the equipment for the duration of the lease; and (c) Under no circumstances will Carrier's obligations under this Agreement, including but not limited to its liability to third parties or its liability for loss, damage or delay to property, be affected or diminished by reason of its use of owner-operators.

(10) Brokering. If Carrier should directly or indirectly subcontract or broker any shipment to another carrier, Carrier shall assume full responsibility and liability for the acts and omissions of the carrier handling the shipment as though Carrier transported the shipment itself. Under no circumstances will Carrier's obligations under this Agreement, including but not limited to its obligations to indemnify Shipper against claims for bodily injury and/or property damage, its liability to third parties, or its liability for loss, damage or delay to property, be affected or diminished by reason of its brokering shipments to another carrier.

(11) Diversion and Reconsignment. Carrier shall not divert or reassign any shipment except upon instructions of Shipper. Carrier shall not accept instructions for diversion or reconsignment from any consignee without notice to Shipper, and consent of Shipper.

(12) Delay; Accidents. Carrier shall notify Shipper immediately by telephone or e-mail of any accidents, spills, theft, hijacking or other events that impair the safe and prompt delivery of the goods in its control.

(13) Undeliverable Freight. Carrier shall notify Shipper immediately by telephone or e-mail of any undeliverable freight and request additional instructions regarding delivery. In no case will Carrier's liability be converted to that of a warehouseman regardless of the time that Carrier may hold goods in its possession.

(14) Return of Damaged Shipments. Carrier shall not dispose of shipments damaged during transit without the prior written consent of Shipper, and shall return all damaged shipments at its expense to the point of origin or to other points as instructed by Shipper.

(15) Damaged Shipments; Salvage. In the event of damage to goods bearing Shipper's label, trademark or brand name, Shipper shall have the right to decide whether salvage will be sought or allowed. In the event Shipper decides that salvage will be neither sought nor allowed, then such goods shall be

destroyed and Shipper will provide, upon request, a certificate or statement confirming the destruction of such goods.

(16) Replacement Shipments. Carrier acknowledges that Shipper may utilize other carriers to facilitate the movement of delayed shipments, or to ship replacement commodities. Shipper agrees that Carrier shall first be afforded a reasonable opportunity to complete the movement in a timely manner. In the event Carrier is unable to facilitate the movement, Carrier shall be responsible for reasonable and necessary expenses incurred by Shipper for arranging alternative service to facilitate movement of the shipment.

(17) Transfer of Shipments. On truckload shipments, Carrier must inform Shipper and obtain its prior express approval if and when, for any reason whatever, it becomes necessary to transfer shipments from one trailer to another.

(18) Financial Reports. At any time during the term of this Agreement, Carrier shall provide to Shipper true copies of any financial statements requested by Shipper.

B. Receipts and Bills of Lading

(1) Bill of Lading or Receipt. Each shipment received by Carrier shall be evidenced by a bill of lading or receipt, signed by Carrier showing the quantity and description of commodities, together with any pertinent shipping instructions. Such bill of lading or receipt shall be evidence of receipt of such commodities by Carrier in apparent good order and condition unless otherwise noted on the face of such bill of lading or receipt. However, the absence or loss of any such bill of lading or receipt shall not relieve Carrier of its obligations and responsibilities with respect to any services provided hereunder.

(2) Through Bill of Lading. All bills of lading shall be "through bills of lading" from the origin to the destination shown on the bill of lading and Carrier shall be liable to Shipper for loss, damage or delay in accordance with the terms of this agreement regardless of any separate agreements entered into by Carrier with connecting carriers, subcontractors, cartage agents, or third parties.

(3) Delivery Receipt. Carrier shall obtain a proof of delivery ("POD") by notation on the bill of lading or a delivery receipt, signed and dated by the consignee. Carrier agrees to provide copies of POD's within 15 days of the date of delivery without charge to Shipper to substantiate delivery and billing for the services provided.

(4) Period of Carrier Responsibility. Carrier's duties and responsibilities under this Agreement shall commence when Carrier takes possession and control of Shipper's property or upon execution of a bill of lading or receipt by Carrier, whichever occurs first, and shall not end until the shipment is properly delivered to the consignee named in the bill of lading.

(5) Conflict Between Contract and Bill of Lading. The parties agree that the bill of lading or other form of receipt shall be used solely as a receipt for shipment and to identify the kind and quantity of goods, place of pickup and delivery, shipper and consignee and other information required by Shipper. It is understood and agreed that, in the event of a conflict between this Agreement and the bill of lading, delivery receipt, or other shipping documentation, then the terms, conditions and provisions of this Agreement shall solely determine and govern the rights and obligations of the parties hereto, including among other things, the applicable rates and charges and the liability of Carrier for cargo loss and damage.

C. Equipment and Drivers

(1) Lawful Operation. Carrier shall, at its cost and expense, operate its equipment in a proper and lawful manner and further agrees to maintain the equipment in good, safe and lawful operating condition at all times.

(2) Operating Expenses. Carrier shall bear the cost and expense of all fuel, oil, tires, parts, road service, maintenance and repair in connection with the use and operation of the equipment and which may be required to keep the equipment in good repair and mechanical condition. Neither HCG, HCG's affiliates, nor Shipper shall be liable to Carrier or Carrier's insurers for any damage sustained by or to the equipment or for loss by confiscation or seizure of the equipment by any public authority.

(3) Exclusive Control. Carrier shall have sole and exclusive control over the manner in which Carrier performs the transportation service provided for hereunder, and Carrier shall utilize such individuals as it may deem necessary in connection therewith, it being understood and agreed that such individuals shall be competent, able and legally licensed and shall be subject to discharge, discipline, and control solely and

exclusively by Carrier. Carrier represents that it is entirely independent and that it is not substantially economically dependent upon the Shipper and there is no functional integration of the Shipper's and the Carrier's respective operations.

(4) Display of Shipper's Name. Carrier shall NOT display the name of Shipper, HCG or HCG's affiliates upon Carrier's vehicles.

§ 6. COMPENSATION AND PAYMENT

A. Applicable Rates and Charges. Subject to Parts B and J of this § 6, and also subject to all of the other terms and conditions of this Agreement, Shipper agrees to pay to Carrier the rates, accessorial charges and fuel surcharges as agreed with Shipper, and in any case Shipper shall be obligated to pay no more than is reasonably charged based on the then-prevailing rates and charges being quoted and assessed for similar transportation services.

B. When clearly indicated on the bill of lading that shipment is made without recourse as against Shipper and that Carrier may refuse to make delivery without payment by the consignee, then Carrier agrees to look solely to the consignee for the payment of its charges and shall not have recourse against Shipper if the consignee fails to pay.

C. Invoices. Carrier shall invoice Shipper or its designated freight payment agent specified on the bill of lading. All invoices for freight and accessorial charges shall be submitted within fifteen (15) days following delivery of freight, and shall be accompanied by the proof of delivery required by this Agreement. In no event shall Carrier submit an invoice more than ninety (90) days after the date of delivery. If invoices accompanied by proof of delivery are not received by Shipper or its freight payment agent within such ninety (90) day period accompanied by proper proof of delivery, then such charges shall be deemed waived by Carrier, and Shipper shall not be responsible for payment to Carrier.

D. Payment. Payment of uncontested invoices (or the uncontested portion of disputed invoices) shall be made by Shipper within thirty (30) days of receipt. Shipper may require submittal of a bill of lading and/or proof of delivery with invoice as a condition of payment.

E. No Penalty. Carrier agrees that no penalties, loss of discount, interest or any other late charge will be assessed to Shipper for past due amounts.

F. Right to Set Off Claims. Shipper shall have the right to set off claims for loss, damage or delay, and claims for overcharge or duplicate payment, against freight or other charges owed to Carrier.

G. No Lien. Carrier shall have no lien for the retention of freight to secure payment of freight charges. Carrier fully understands that if it, or any subcontractor, imposes a lien it will cause irreparable damage to Shipper, and may harm other entities with which the Shipper does business. In such event, Shipper shall have the right to an injunction to prevent further violation of Carrier's obligations under this Section, and the right to seek and recover such further or other damages from Carrier, including reasonable attorneys' fees, as may be available at law or in equity.

H. Time Limits, Overcharge and Undercharge Claims. Claims by either party relating to overcharges, undercharges or disputed invoices shall be filed in writing with the other party within 180 days from the date of delivery, or such claims shall be time-barred. Any action or arbitration by either party relating to charges for transportation or service provided by Carrier to Shipper pursuant to this Agreement shall be commenced within eighteen (18) months from the date of delivery or else shall be time-barred. All overcharges, unidentified and duplicate payment claims shall be processed by Carrier in accordance with 49 CFR Part 378.

I. Payment to Carrier. Carrier shall be solely responsible to compensate its subcontractors as per its separate agreements with such parties. Payment to Carrier shall be conclusively presumed to be payment to its subcontractors, and Carrier shall hold harmless, defend and indemnify Shipper against any claims for freight or accessorial charges from such subcontractors. In the event of such claims, Shipper shall have no obligation to make further payment of freight charges to Carrier and shall have the right to make payment of freight or accessorial charges directly to the party that provided the services.

J. Payment to Broker. To the extent that any shipment using Carrier's services is arranged through a broker, or Carrier is otherwise acting as a subcontractor to another, then Carrier agrees that it will look solely to the said broker or subcontracting party for payment of its charges, and Carrier shall not seek payment from the shipper, consignee, or beneficial owner of the shipment, such that Carrier waives any right to recover payments of its charges from any party except the broker or subcontracting person or entity.

§ 7. RULES, PROCEDURES & TARIFFS

A. Shipper's Instructions, Rules and Procedures. Carrier shall comply with instructions, rules and procedures for conduct on the premises of Shipper and/or the premises of consignee as may be provided to Carrier from time to time.

B. Governing Publications; Incorporation by Reference. Tariffs, service guides or similar publications maintained by Carrier are not applicable to transportation provided pursuant to this Agreement unless, and to the extent, they are expressly incorporated herein. Any publication or part thereof that is to be incorporated herein shall be specifically identified by name, issue date and effective date, and a copy shall be annexed to this Agreement. No changes, supplements, reissues, etc., will be effective unless specifically agreed in the manner provided for amendment of this Agreement in § 22.

C. Mileages. Where rates are based on mileage, unless otherwise agreed, mileages will be determined through the use of the current version of PC*Miler, Practical Mileage. If such mileage guide provides both point-to-point and ZIP-to-ZIP Code mileages, the ZIP Code mileage shall be used.

§ 8. LIABILITY FOR LOSS OR DAMAGE

A. Common Carrier Liability. Carrier agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for actual loss, as provided in 49 U.S.C. § 14706 (the "Carmack Amendment"), such liability to exist from the time of the receipt of any of said goods by Carrier until proper delivery has been made. Carrier shall not be liable for any loss, damage, injury to, or delay of a shipment caused by an Act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the shipper, where the Carrier is free from negligence, it being understood that the burden to prove freedom from negligence is on the Carrier.

B. Measure of Damages. The measure of damages for loss or damage shall be: (1) for goods sold to a customer, the invoice price to the customer or (2) for goods not sold to a customer, the destination market value of the goods.

C. Mitigation of Damage. Carrier shall be liable for Shipper's reasonable expenses incurred in mitigation of damage, including inspection, sorting, segregating and repairs.

D. Non-Applicability of Tariffs. Irrespective of any provisions in Carrier's bills of lading, tariffs, service guides or similar publications, Carrier's liability for loss or damage shall be determined solely by the terms of this Agreement. Any attempts to limit Carrier's liability by tariff or other provisions incorporated by reference shall be deemed null and void.

E. Limitation of Liability. Notwithstanding any other provision of this Agreement, in consideration of the rates agreed upon by the parties, Carrier's liability for loss or damage to the shipment shall be limited to a maximum liability of \$100,000 for all shipments carried on one trailer.

F. Claims for Loss or Damage.

(1) Filing Requirements. A written or electronic notice of claim to Carrier, containing facts sufficient to identify the shipment and that reasonably informs Carrier that loss, damage or delay has occurred shall constitute filing a claim.

(2) Processing. Claims shall be processed by Carrier in accordance with 49 CFR Part 370 (claim regulations), except that all claims shall be acknowledged within 30 days and paid, settled or disallowed by Carrier within 90 days of filing.

(3) Time Limits; Claims and Suits for Loss or Damage. The time limit within which Shipper must file a claim against Carrier shall be nine (9) months from the date of delivery or within nine (9) months of a reasonable time for delivery in the event of non-delivery. The time limit within which Shipper must institute an action or arbitration against Carrier to recover on a claim filed pursuant to this Section shall be two years and a day from the date Shipper receives a written disallowance of such claim from Carrier.

(4) Third Party Claims. Notwithstanding any language to the contrary contained in this Agreement, claims by Shipper, HCG or HCG's affiliates for indemnity, warranty, insurance, or contribution against Carrier that arise out of claims by persons or entities not party to this Agreement, whether for bodily injury, sickness, disease, death, personal injury, property damage, contract damages, or otherwise, shall be timely if brought in the form of an action or arbitration within two years and a day from the date that an action or arbitration is brought against Shipper to which such indemnity, warranty, insurance or contribution obligation may apply, and further, no other form of claim statement shall be required.

§ 9. INSURANCE

A. General Requirements. Carrier shall at all times during the term of this agreement have and maintain in full force and effect, Commercial General Liability, Automobile Liability, Workers' Compensation and Cargo Insurance with reliable insurance companies acceptable to Shipper, and in the following minimum amounts:

(1) Commercial General Liability Insurance, including Contractual Liability Coverage covering liability assumed under this Agreement, with limits not less than \$1,000,000 per occurrence.

(2) Automobile Liability Insurance with combined single limits of at least \$2,000,000 each accident, including coverage for: (a) "any auto" and owned, leased, hired, and non-owned vehicles; (b) Public Liability in compliance with the regulations of the Federal Motor Carrier Safety Administration as set forth in 49 CFR Part 387; and (c) Contractual Liability for liability assumed by Carrier under this Agreement.

(3) Workers' Compensation Insurance, in accordance with all applicable state and federal laws, including Employer's Liability Insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit. This coverage shall be maintained regardless of the number of employees employed by Carrier. Carrier will hold harmless and indemnify Shipper against any claim for insurance premium and any claim by any employee of Carrier, by any employee of subcontractors of any tier of Carrier, and/or by any employee of agents of Carrier, for injuries sustained within the scope of employment, including, but not limited to, drivers, lumpers, helpers, agents or sub-contractors of Carrier.

(4) Cargo Insurance, covering all risks of loss, damage or delay to goods in transit, in a minimum amount of \$100,000 per trailer, container or vehicle. Carrier's cargo insurance policies shall not exclude coverage for loss from an unattended vehicle or from a trailer detached from the power unit, theft or other criminal acts of Carrier's employees. If said policy contains such exclusions, Carrier shall obtain and furnish a policy extension or endorsement providing such coverage to the satisfaction of Shipper.

B. Additional Insured. Carrier shall cause its insurer to name Shipper, HCG and HCG's affiliates as additional insureds on Carrier's Commercial General Liability Insurance and Automobile Liability

Insurance on a primary and non-contributory basis so that the insurance of Shipper, HCG and HCG's affiliates is treated as excess only.

C. Certificates of Insurance; Policies. Carrier shall provide certificates of insurance evidencing the insurance coverage required under this Agreement. If, at any time during the term of this Agreement, Carrier's insurance is modified, replaced, canceled or otherwise changed, Carrier shall immediately provide a replacement certificate of insurance. Upon request, Carrier shall deliver full and complete copies of the insurance policies required under this Agreement.

D. No Representation as to Adequacy. It is expressly understood that neither Shipper, HCG, nor HCG's affiliates represents that the types or minimum limits of the insurance set forth herein are adequate to protect the Carrier's or Shipper's interests.

§ 10. INDEMNITY

A. Indemnity by Carrier. To the fullest extent allowed by law, Carrier shall defend, hold harmless and indemnify Shipper, HCG and HCG's affiliates, and their officers, directors, employees and agents, from and against any damages, claims, losses, liabilities, costs and expenses, including but not limited to attorneys' fees and costs of defense, that pertain in any way to bodily injury, disease, death, personal injury, or property damage that is asserted by any person or entity, including, but not limited to, Carrier's employees, agents or subcontractors, and that directly or indirectly arise out of or are related to services provided by Carrier pursuant to this Agreement, or services provided by any carrier, broker, agent, third party intermediary, or subcontractor used by Carrier, except to the extent that any such damages, claims, losses, liabilities, costs and expenses are caused by the willfully wrongful acts of Shipper, HCG, or HCG's affiliates. This provision shall, however, be construed to conform to any and all limitations on contractual indemnification provisions under applicable, non-preempted law, such that this provision shall be deemed reformed to the minimum extent necessary so that it shall not be rendered void or unenforceable under any such applicable, non-preempted law. Shipper, HCG and HCG's affiliates shall have the right in their sole discretion to retain their own counsel.

§ 11. NON-EXCLUSIVE AGREEMENT

It is understood and agreed between the parties hereto that this is a non-exclusive Agreement and that Carrier shall be free to accept and transport freight for other parties, and that Shipper, HCG and/or HCG's affiliates shall be free to use the services of other carriers.

§ 12. INDEPENDENT CONTRACTOR

Carrier shall perform the services hereunder as an independent contractor and shall have exclusive control and direction of all persons operating equipment, loading or unloading, or otherwise engaged in providing transportation services. Carrier assumes full responsibility for the acts and omissions of such persons and, when applicable, shall have exclusive liability for the payment of local, state and federal payroll taxes or contributions or taxes for unemployment insurance, workers' compensation, retirement benefits or other social security and related protection, and agrees to comply with all applicable rules and regulations pertaining thereto; and Carrier shall indemnify and hold harmless Shipper, HCG, HCG's affiliates, and any of their agents, officers, directors, and employees for any fines, penalties, liabilities, judgments, losses, cost, claims, and expenses, including attorneys' fees and costs of defense, arising from or relating to the payment of such taxes and contributions and compliance with all applicable rules and regulations pertaining thereto. If, under the applicable State Unemployment Compensation Law, Carrier has the right to elect whether or not to come under and be bound by the terms of such law, then Carrier shall either self-insure or promptly register under said law.

§ 13. DISPUTE RESOLUTION

All claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, excluding claims by Shipper for injunctive relief under § 6, part G, of this Agreement, shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. **CARRIER AND SHIPPER BOTH GIVE UP THEIR RIGHTS TO HAVE CLAIMS AND DISPUTES HEARD AND DECIDED IN A COURT OF LAW**, and, instead, agree to have their claims and disputes decided by a neutral arbitrator who shall have the power to award monetary damages and other appropriate relief. There is no judge or jury in arbitration. The arbitrator's award shall be final and binding, with no right of appeal. Final judgment shall be entered upon the arbitrator's award in any court having jurisdiction over the party against whom the award is sought to be enforced.

§ 14. RECORD RETENTION

All bills of lading, delivery receipts, freight bills, manifests, logs, claims, and any other shipping or claim documentation shall be retained by Carrier for a period of three (3) years from the date of shipment or one (1) year after final resolution of a disputed or unsettled claim, whichever is later, or for such greater period of time as may be required by federal or state laws, rules or regulations. All such records shall be available for inspection and copying at Carrier's expense and use by Shipper during such period. Carrier shall retain an original copy of this Agreement while in effect and for a period of three (3) years thereafter and shall furnish proof of such retention to Shipper upon reasonable request.

§ 15. ASSIGNMENT; NO THIRD PARTY BENEFICIARY

The rights and obligations of this Agreement hereunder are personal to Carrier and Shipper and this Agreement shall not be assignable or otherwise transferable by either party, in whole or in part, without the written consent of the other party. This Agreement is for the benefit of the parties hereto only, and neither of the parties contemplates or desires a third party beneficiary or beneficiaries.

§ 16. NOTICES

Unless otherwise specified, notices hereunder shall be given by registered or certified U.S. mail, postage prepaid, or by overnight courier service, or by making personal delivery to the parties at the following addresses, or at such other addresses as the parties may from time to time specify in writing:

Shipper (where Shipper is HCG or an HCG affiliate):	ATTN: Gerry Martin, Contract Administration Director HEICO CONSTRUCTION GROUP, LLC 10100 N. Ambassador Drive, #400 Kansas City, MO 64153
Shipper (where Shipper is not HCG or an HCG affiliate):	Any address for service of process under state or federal law.
Carrier:	Any address for service of process under state or federal law.

A Post Office or courier service receipt showing the deposit of such notice and the date thereof shall be prima facie evidence of the giving of such notice on the third day after the date of deposit or transmission.

§ 17. GOVERNING LAW; VENUE

To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, then the laws of the State where the HCG affiliate's equipment storage yard constituting either the origination point

or destination point of the shipment is located shall govern the validity, construction and performance of this Agreement, without regard to that State's conflict of laws principles. If an equipment storage yard of an HCG affiliate is both the origination point and the destination point of the shipment, then the laws of the State of the origination point shall govern the validity, construction and performance of this Agreement, without regard to that State's conflict of laws principles. If an equipment storage yard of an HCG affiliate is neither the origination point nor destination point of the shipment, then the laws of the State of Arkansas shall govern. Carrier consents to the jurisdiction of the courts of the said State, and waives any objection thereto on the basis of personal jurisdiction or venue. Carrier further consents to arbitration within the county constituting either the origination point or destination point of the shipment and/or Kansas City, Missouri, as determined by Shipper in its sole discretion. The parties further agree to waive trial by jury in any action at law.

§ 18. CONFIDENTIALITY

As part of the business relationship between Carrier and Shipper, Carrier may be in or come into possession of information or data that constitute trade secrets, know-how, confidential information or are otherwise considered secret by Shipper (hereinafter "Information"). In consideration of the receipt of such Information, Carrier agrees to maintain such Information in the utmost of confidence; to use such solely in connection with such business relationship; and to take all measures necessary to protect such Information. Such requirement shall not apply to Information which is or becomes part of the public domain, Information which Carrier legitimately receives from a third party who does not hold such Information under an obligation of confidentiality, or Information which is already legitimately in Carrier's possession at the time it is disclosed by Shipper or Information which Carrier is required by law to disclose; provided, however, that Carrier shall give prior notice to Shipper of any legally required disclosure of Information in sufficient time to allow Shipper an opportunity to contest such disclosure.

§ 19. PUBLICITY

Neither party will publicly announce or otherwise disclose the existence of, or any of the terms and conditions of, this Agreement without the express prior written consent of the other party. Carrier shall not use the name of Shipper, HCG or any HCG affiliates in any manner, including, but not limited to, advertising, promotional or sales materials or in any press release without the express prior written consent of HCG.

§ 20. FORCE MAJEURE

Neither party hereto shall be liable to the other for default in the performance of any of the terms and provisions of this Agreement if caused by fire, strikes or labor disputes, riot, war, Act of God, governmental order or regulation, or other similar contingency beyond the reasonable control of the respective parties; provided, however, that nothing in this Section shall relieve Carrier from its liability to Shipper for the loss, damage, or delay to goods shipped as provided in Section 8, and Carrier's liability for such claims shall be governed solely by the terms and conditions of that Section.

§ 21. SEVERABILITY

If any phrase, clause, sentence, or other provision contained in this Agreement violates any applicable statute, ordinance, rule or law, such phrase, clause, sentence or provision shall be ineffective to the extent of such violations without invalidating any other provision of this Agreement.

§ 22. ENTIRE AGREEMENT/AMENDMENTS

This Agreement and the attached Appendices represent the entire understanding of the parties and cannot be amended except in writing signed by both parties. All prior discussions, understandings, negotiations and agreements are superseded. This Agreement may be executed originally, by facsimile or

electronically in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

§ 23. BINDING ON SUCCESSORS

The provisions of this Agreement shall be binding upon the heirs, personal representatives, successors, assigns, and receivers of the parties.

§ 24. SURVIVAL OF PROVISIONS

Any provisions of this Agreement which, by their nature would be applicable, shall survive termination or expiration of this Agreement.

EXHIBIT 1

The HCG affiliates covered under the terms of this Agreement are as follows:

- Bo-Mac Contractors, Ltd., a Texas limited partnership having its principal place of business at 1020 Lindbergh Drive Beaumont, TX 77707;
- Ceco Concrete Construction, LLC, a Delaware limited liability company having its principal place of business at 10100 N. Ambassador Drive, #400, Kansas City, MO 64153;
- Ceco Concrete Construction, LLC, a Delaware limited liability company doing business as Craftsman Concrete Construction at 55 South B Street, Pensacola, FL 32501;
- Ceco Concrete Construction, LLC, a Delaware limited liability company doing business as Steelform Rental at 312 West Simonds Road, Seagoville, TX 75159;
- Concrete Frame Associates, LLC, a Delaware limited liability company having its principal place of business at 551 Norfolk St., Suite 100, Aurora, CO 80011;
- KenMor Electric Company, L.P., a Delaware limited partnership having its principal place of business at 8330 Hansen Rd., Houston, TX 77075;
- Steelform Rental, LLC, a Delaware limited liability company having its principal place of business at 312 West Simonds Road, Seagoville, TX 75159;
- Titan Formwork Systems, LLC, a Delaware limited liability company having its principal place of business at 7855 South River Parkway, #105, Tempe, AZ 85284;
- Titan Formwork Systems, Inc., a Canadian federal corporation having its principal place of business at 7855 South River Parkway, #105, Tempe, AZ 85284;
- Tribco Construction Services, LLC, a Delaware limited liability company having its principal place of business at 200 South Michigan Avenue, Chicago, IL 60604;
- Zalk Josephs Construction, LLC, a Delaware limited liability company having its principal place of business at 400 Industrial Circle Stoughton, WI 53589;
- Zalk Josephs Fabricators, LLC, a Delaware limited liability company having its principal place of business at 400 Industrial Circle, Stoughton, WI 53589.