

REFERENCES

First Choice Transportation
Commerce City, CO.
303-286-5969
Dale

Carnes Trucking
Prospect, KY.
502-957-1990
Darrell

Lighthouse Trucking
Grand Prairie, TX.
972-264-7150
Mike

Freddy Riveria Trucking
Moreno Valley, CA.
562-228-9428
Freddy

F.E.I.N: 84-1520238
DUNS: 158731799
SCAC Code: CTFF
Operating Auth.: MC352878
Incorporated: November 1999, Colorado

Banking Information:
Citywide Banks
4855 Ward Road
Wheat Ridge, CO. 80033
303-365-8073
Contact: Sylvia Wells

FILER FHWA
ACCOUNT NO. _____

License No.
MC-352878

PROPERTY BROKER'S SURETY BOND UNDER 49 U.S.C. 13906

KNOW ALL MEN BY THESE PRESENTS, That we COMPREHENSIVE TRAFFIC SYSTEMS, INC.

(Name of Property Broker)

of 5300 EAST 56TH AVENUE COMMERCE CITY CO 80022

(Street)

(City)

(State)

(Zip code)

as PRINCIPAL (hereinafter called Principal), and Fidelity and Deposit Company of Maryland, a

(Name of Surety)

corporation, or a Risk Retention Group established under the Liability Risk Retention Act of 1986, Pub. L. 99-563, created and existing under the laws of the State of Maryland (hereinafter called Surety) are

(State)

held and firmly bound unto the United States of America in the sum of \$10,000, for which payment, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is or intends to become a Broker pursuant to the provisions of Title 49 U.S.S. 13903, and the rules and regulations of the Federal Highway Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Highway Administration such a bond as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this bond is written to assure compliance by the Principal as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C. 13906(b), and the rules and regulations of the Federal Highway Administration, relating to insurance or other security for the protection of motor carriers and shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Principal may be legally liable for any of the damages herein described.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay or cause to be paid to motor carriers or shippers by motor vehicle any sum or sums for which the Principal may be held legally liable by reason of the Principal's failure faithfully to perform, fulfill, and carry out all contracts, agreements, and arrangements made by the Principal while this bond is in effect for the supplying of transportation subject to the ICC Termination Act of 1995 under license issued to the Principal by the Federal Highway Administration, then this obligation shall be void, otherwise to remain in full force and effect.

The liability of the Surety shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penalty of the bond, but in no event shall the Surety's obligation hereunder exceed the amount of said penalty. The Surety agrees to furnish written notice to the Federal Highway Administration forthwith of all suits filed, judgments rendered, and payments made by said Surety under this bond.

This bond is effective the 16th day of November, 1999, 12:01 a.m., standard time at the address of the Principal as stated herein and shall continue in force until terminated as hereinafter provided. The Principal or the Surety may at any time cancel this bond by written notice to the Federal Highway Administration at its office in Washington, DC, such cancellation to become effective thirty (30) days after actual receipt of said notice by the FHWA on the prescribed Form BMC-36, Notice of Cancellation Motor Carrier and Broker Surety Bond. The Surety shall not be liable hereunder for the payment of any damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Principal for the supplying of transportation after the termination of this bond as herein provided, but such termination shall not affect the liability of the Surety hereunder for the payment of an such damages arising as the result of contracts, agreements, or arrangements made by the Principal for the supplying of transportation prior to the date such termination becomes effective.

The receipt of this filing by the FHWA certifies that a Broker Surety Bond has been issued by the company identified above, and that such company is qualified to make this filing under Section 387.315 of Title 49 of the Code of Federal Regulations.

IN WITNESS WHEREOF, the said Principal and Surety have executed this instrument on the 16th day of November, 1999.

PRINCIPAL

SURETY

Name Comprehensive Traffic Systems, Inc.

Name Fidelity and Deposit Company of Maryland

By _____
(Signature and Title)

By _____
(Signature and Title)
Mable S. Parks, Attorney-in-Fact

Witness _____

Witness _____

AGREEMENT FOR MOTOR TRANSPORTATION

THIS AGREEMENT, herein the "Agreement", made as of the _____ day of _____, 2006 by and between

_____ h
ereinafter referred to as "Contract Carrier" and Comprehensive Traffic Systems, Inc. hereinafter referred to as "Broker".

WITNESSETH

- 1) Broker is duly licensed by the Federal Motor Carrier Safety Administration, herein FMCSA, to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle (MC 352878).
- 2) Contract Carrier is a duly licensed contract motor carrier operating under Docket No. MC _____ issued by the FMCSA for the purpose of providing the transportation of property for shippers and receivers of general commodities. Contract Carrier is for all purposes an independent contractor.
- 3) The full name and address of Broker is:

**Comprehensive Traffic Systems, Inc.
4860 Robb Street, Suite 205
Wheat Ridge, CO 80033
Phone: 303 – 462 - 5060
FAX: 303 – 432 - 2605
Email: ADMIN@CTS-WORLDWIDE.COM**

The Contract Carrier is:

_____ (Name)
_____ (Street and Mailing
Address)
_____ (City, State & Zip)
_____ (Telephone)
_____ (Fax)
_____ (Email Address)

- 4) Contract Carrier agrees to accept shipments of property offered it by Broker subject to the capacity of Contract Carrier's equipment and facilities, and to transport such shipments to the destinations designated by Broker. Each shipment which Broker tenders to Contract Carrier is subject to the terms and conditions of this Agreement. Motor vehicles and other equipment furnished by Contract Carrier will be clean and free of defects. Shipments shall be transported by Contract Carrier according to schedules, equipment, cleanliness, service and other requirements established by Broker. Contract Carrier shall at all times be an independent contractor and this Agreement does not create any other

relationships whatsoever. Contract Carrier will immediately notify Broker of any action or event which impairs the safety of or delays delivery of goods or shipment. Without the prior written consent of Broker, Contract Carrier shall not cause or permit any shipment tendered hereunder to be transported by any other motor carrier or in substituted service by railroad or other modes of transportation.

- 5) Contract Carrier agrees to maintain, in full force and effect, the following insurance.
- a. **Cargo Insurance.** Cargo Insurance with no exclusions except as agreed to in writing by Broker in the amount of One Hundred Thousand Dollars (\$100,000) per shipment, per vehicle operated, to compensate Broker, owner or consignees as their interests may appear for any and all theft, loss or damage to property being transported by Contract Carrier and all loss or damage caused by delay in transporting such property regardless of cause.
 - b. **Liability Insurance.** Public liability and property damage insurance in the amount of One Million Dollars (\$1,000,000) on each vehicle operated by Contract Carrier.
 - c. **Workers' Compensation.**
 - (i) Workers' compensation insurance adequate to comply with the laws of all states in or through which the vehicle will operate.
 - (ii) No driver or other person employed or contracted for in connection with the transportation of shipments under this Agreement is the employee or agent of the Broker. All such persons are subject solely to the direction, control and supervision of the Contract Carrier. Contract Carrier accepts the sole and total responsibility of assuring that adequate workers' compensation insurance is in place for such employees and other persons as required by law.
 - d. **Form of Insurance.** Contract Carrier shall name Broker as an additional insured on all insurance policies required by this Agreement. The form of the insurance policy shall be agreeable to Broker and shall contain no exclusions except those which are agreed to in writing by Broker. If such insurance policies are required to be filed with either a state or federal regulatory agency, the insurance policy shall be in a form satisfactory for filing pursuant to the rules and regulations of such regulatory agency.
 - e. **Insurance Policy.** Contract Carrier and its insurance carrier shall forward to Broker a copy of the insurance policy insuring the cargo as required in subsection a. above, public liability and property damage as required by subsection b. above and workers' compensation insurance as required in subparagraph c. above. The insurer must agree to give Broker ten (10) days written notice before cancellation or any amendment or exclusions may become effective.
- 6) Contract Carrier, at its own expense, shall provide motor vehicles and equipment for use in the services to be performed hereunder. Contract Carrier, at its own expense, shall maintain in the operation of its vehicles such licenses and permits as are required by Local, State, and Federal authorities with respect

to such transportation services and shall comply with all laws and regulations applicable thereto. Contract Carrier will conduct its operations in a wholly lawful way.

7) **Bill of Lading, Loss, Damage and Delay.**

- a. **Liability.** Contract Carrier shall be liable, regardless of cause, to the Broker, owner or consignee as their interests may appear, for any theft of or any loss or damage whatsoever, to any shipment transported under this Agreement and for any damages whatsoever occasioned by delay of any shipment transported under this Agreement. Such liability shall begin at the time the shipment is or should have been commenced to be loaded upon Contract Carrier's equipment at point of origin and will continue until shipment is safely unloaded and delivered to the designated consignee at destination or any intermediate stop-off party. The liability for loss or damage shall be for the full value of the item. Full value means the replacement cost of the stolen, lost or damaged items. In the case of delay, liability shall be for any damages incurred by broker, owner or consignee as a result of the delay.
- b. **Bill of Lading.** The Contract Carrier shall issue a bill of lading as required by the regulations of FMCSA to the shipper or consignee on each shipment and the shipment shall move under its terms and conditions. In the event of conflict between the terms and conditions of the bill of lading and this Agreement, this Agreement shall govern. Such bill of lading shall be conclusive evidence of receipt of such goods by Contract Carrier in good order and condition unless otherwise specifically noted on the face thereof. The bill of lading shall show the actual consignor and consignee and Broker shall appear in a "Bill to" section and in a "Special Instructions" section as being "shipped under contract with Comprehensive Traffic Systems, Inc."
- c. **Claims.** All claims for loss, damage and delay shall be handled and processed in accordance with the regulations of the FMCSA provided Contract Carrier agrees to investigate and make final determination on the claim within thirty (30) days after it is received.

8) **Contract Carrier agrees that it will not directly or indirectly contact, communicate with, or deal with any shipper or consignee referred to it by Broker for a period of two (2) years following the date of the initial shipment or the date service is last performed for such shipper or consignee under the terms of this Agreement, whichever is later. The parties agree that the provisions of this paragraph are intended to prohibit Contract Carrier from soliciting any of Broker's accounts, customers, shippers, or consignees. In the event that Contract Carrier breaches these provisions, Contract Carrier shall be liable to Broker for a commission in the amount of twenty (20%) percent of the gross revenue per load on any freight so transported by Contract Carrier for any of Broker's accounts together with interest at the rate of eighteen (18%) per annum. This commission is payable during the period in which this Agreement remains in force and for a period of two (2) years after the termination of this Agreement by either party.**

The provisions of this paragraph shall be applicable to Contract Carrier, its officers, directors, shareholders, employees, agents, drivers, owner-operators, subsidiaries, and affiliates.

9) Compensation – Calculation – Set-Offs – Payment.

- a. Rate Confirmation/Addendum to Contract. Rates and charges for shipments transported under this Agreement shall be as agreed between the parties hereto in writing and contained in a “Rate Confirmation/Addendum to Contract”, herein “Rate Confirmation”, prepared and issued by Broker, acknowledged and accepted by Contract Carrier. Such issued and accepted Rate Confirmation is a part of this Agreement.
- b. Transmittal. Broker will transmit the Rate Confirmation to Contract Carrier by overnight mail, telegram, email or telephonic facsimile message. Upon receipt of the Rate Confirmation, Contract Carrier will note its acknowledgment and acceptance on the Rate Confirmation and return it to Broker by overnight mail, telegram, email or telephonic facsimile transmission. The transportation must not be performed until the Rate Confirmation has been acknowledged and accepted by Contract Carrier and returned to Broker and made a part of this Agreement.
- c. Rate Mutuality. Rate making mutuality and flexibility are essential elements in the relationship of the parties to this Agreement. Rates and charges to be paid by Broker to Contract Carrier will be set by negotiation and mutual agreement for the transportation provided under this Agreement. Distances will be determined from origin to destination via any intermediate stop-off points over the shortest practicable routes.
- d. Carrier Invoice. As each individual requested transportation service is completed, Contract Carrier will submit an invoice for all freight and other charges to Broker. This invoice will be in accord with the regulations of FMCSA and with the accepted Rate Confirmation. The original signed delivery receipt or receipts shall accompany the invoice. Broker will pay the freight and other charges to Contract Carrier in accord with the Rate Confirmation within thirty (30) days after the receipt of such invoice provided (i) the freight and other charges shown on the invoice are in accord with the Rate Confirmation as applicable and (ii) the original delivery receipt or receipts submitted with the invoice demonstrates that the shipment was received in a timely fashion and in a safe and undamaged condition by the consignee and any stop-off party.
- e. Setoffs and Payment. Broker may setoff against the freight charges (i) any amount of cash advanced to Contract Carrier and any expenses incurred by Broker on Contract Carrier’s behalf and (ii) the replacement cost of any lost or damaged instrumentalities of commerce or shipping devices such as, but not limited to, pallets, barrels and boxes.
- f. Dispute Over Damages. A reserve to cover the full amount of loss or damage incurred by Broker, owner or consignee may be deducted or set-off against the freight and other charges

otherwise accruing to Contract Carrier. When the amount of the loss or damage has been settled or adjudicated, the money remaining in the reserve will be paid by Broker to Contract Carrier. If the amount of loss or damage is greater than the amount of the freight and other charges, Contract Carrier will continue to be liable to Broker, owner or consignee for such additional amounts and Contract Carrier will promptly pay such additional amount to Broker, owner or consignee as their interests may appear.

- g. Dispute Over Compensation Brought Within Thirty (30) Days. Contract Carrier agrees it will bring any dispute as to the compensation or amounts reserved, withheld or set-off to Broker in writing within thirty (30) days after the date on Broker's check in payment of freight and other charges or the date on Broker's advice in the event the loss or damage is greater than the freight and other charges. Contract Carrier agrees it will make no claim for corrections or additional compensation to Broker with respect of these matters after thirty (30) days from the date on Broker's check or advice.
- 10) The parties shall first attempt to resolve any dispute arising about any matter covered by the terms of this Agreement. If the parties cannot resolve the dispute, any controversy or claim arising out of or related to this Agreement or the breach thereof, shall be settled by binding arbitration before a single arbitrator administered by the American Arbitration Association under its Commercial Arbitration Rules, specifically including its Optional Rules. Judgment on the award rendered by the arbitrator may be rendered in any court having jurisdiction thereof. Notwithstanding anything herein to the contrary, a party claiming injury may seek an injunction or restraining order in any court having jurisdiction. The parties further agree that the arbitrator shall be knowledgeable in both Federal and Colorado law. Unless all parties agree otherwise, the arbitration shall be held at a convenient location within the State of Colorado.
- 11) This Agreement shall remain in effect until terminated subject to the right of either party hereto to cancel or terminate the Agreement at any time upon thirty (30) days prior written notice of one party to the other.
- 12) If any part of this Agreement is determined to be contrary to the law or regulation of any jurisdiction, such determination shall not affect the validity of any other terms or conditions.
- 13) Contract Carrier shall have no lien, and hereby waives its right to any lien, upon any shipment or portion thereof.
- 14) Except as required by law, the existence of this Agreement, its terms, conditions, and provisions, including all information contained in any receipt, Bill of Lading or shipping document shall be confidential and shall not be disclosed by Contract Carrier to persons other than its officers, directors, employees, agents, attorney, accountants, and auditors. Broker has the right at its sole and absolute discretion to disclose any such information to one or more of its vendors, customers, or consignees.

The provisions of this section shall survive the termination, expiration or cancellation of this Agreement for a period of five (5) years.

- 15) Contract Carrier will indemnify and hold Broker harmless from any and all expenses, claims, loss, damage, fees (including attorneys' fees) taxes or claims for additional freight charges incurred by or asserted against Broker which are related to or arise out of any act, deed or omission of Contract Carrier, its employees, agents or subcontractors in the execution, performance or non-performance of Contract Carrier's duties and obligations under this Agreement.
- 16) This Agreement will be interpreted in accord with the Federal laws of the United States and the laws of the State of Colorado. This Agreement may not be assigned by either party hereto without the express written consent of the other party. No waiver or oral modification of any of the terms or conditions of this Agreement is permitted. Any amendment, waiver or modification of this agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Contract Carrier: _____

Comprehensive Traffic Systems, Inc.

By: _____

By: Matt Sawyer

Title: _____

Title: Operations

Address: _____

4860 Robb Street

Suite 205

Wheat Ridge, CO 80033

PM - 25
(Rev. 1/95)

SERVICE DATE
December 15, 1999

DEPARTMENT OF TRANSPORTATION
OFFICE OF MOTOR CARRIER SAFETY

LICENSE

MC 352878 B

Comprehensive Traffic Systems, Inc.
Commerce City, CO, US

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

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). Applicant shall also render reasonably continuous and adequate service under this authority. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Thomas T. Vining
Chief, Licensing and Insurance
Division

QUICK PAY PROGRAM

Comprehensive Traffic Systems, Inc. ("CTS") now offers a Quick Pay option for a fee of 1.95% of the total amount due carrier. By signing below, you hereby release CTS the necessary bank information needed to deposit the funds due into the below mentioned account within five business days.

If you do not wish to have CTS direct deposit funds directly into an account, a manual check will be written and mailed within five business days for the same 1.95% fee of the total amount due.

Please note that any advances taken by com check will remain a 4% fee of the com check amount.

All other payments will be mailed by check within 30 days to all carriers that do not want to take advantage of the Quick Pay option.

Account Holder Signature

Bank Name

Routing Number

Account Number

Carrier Name

E-mail Address

Fax Number

PLEASE MAIL WITH INVOICE & PAPERWORK TO:

Comprehensive Traffic Systems, Inc.
4860 Robb Street
Suite 205
Wheat Ridge CO. 80033

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
or								
Employer identification number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.