

FIRST ADDENDUM UPCS CARRIER AGREEMENT

This First Addendum to Agreement made and entered into by and between _____, _____, _____, USA _____, MC# _____, a Federally Registered Motor Carrier, "CARRIER", and Union Pacific Carriers Services (UPCS) a division of Union Pacific Distribution Services (UPDS) which is wholly-owned subsidiary of Union Pacific Railroad Company (UPRR) , 201 South 19th Street Suite 315, Omaha, NE, USA 68102 800-550-9227 , MC# 161736, a Federally Registered Property Broker as of the execution date set forth below.

RECITALS

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the parties agree to amend the Agreement as follows:

1. Paragraph 3 –shall be amended in its entirety and replaced by the following new Paragraph 3:

3. A. CARRIER will invoice all charges for transportation services directly to UPCS and CARRIER shall provide UPCS with a copy of the signed bill of Lading and delivery receipt (if needed). UPCS agrees to pay CARRIER for its services rendered hereunder, upon written receipt of proof of delivery and bill of lading, in accordance with the rates set forth on the UPCS's PRE-NOTE (Advance Shipment Notification). Modifications or additions to these rates may be agreed to in writing or may be made verbally to meet specific shipping schedules. Confirmation of verbally agreed rates must be made by a summary E-Mail, faxed or Letter from CARRIER to UPCS. If UPCS pays the freight invoice in a reduced amount, such amount shall constitute the agreed rate, unless CARRIER indicates to the contrary to UPCS within sixty (60) days of its receipt of payment. All modifications and additions to the rates made either in writing or verbally and confirmed in writing, or as established by the billing and payment by the parties together with the underlying freight bills shall be deemed as addendum to and considered a part of this Agreement. UPCS invoice instructions will be provided to CARRIER separately from this Agreement.

The Parties agree that UPCS shall be solely responsible for payment of CARRIER's charges and under no circumstance will CARRIER seek payment from UPCS's customer, the shipper or the consignee of any shipment tendered to CARRIER under this AGREEMENT. Upon receipt of payment, CARRIER automatically assigns all of its rights to payment from shippers, consignees, or third parties to UPCS.

- B. CARRIER is required to use the UPCS Transportation Suppliers Dashboard (TSD) system for shipment order creation, order number inquiry, and invoicing. CARRIER may access the TSD seven (7) days a week twenty-four (24) hours a day via UPCS' website. TSD provides the CARRIER with the opportunity to locate shipment information (order

numbers), create orders, audit receivables, and invoice UPCS via the TSD on the UPCS website.

In the event UPCS does not create shipment order(s) prior to dispatching the CARRIER, the CARRIER is required to create a shipment order(s) in TSD within twenty-four (24) hours of dispatch by UPCS. If CARRIER fails to create shipment orders in TSD within twenty-four (24) hours of dispatch, the CARRIER must request shipment order information (order numbers) from UPCS via e-mail within seventy-two (72) hours of dispatch or movement date, whichever comes first.

Additionally, effective with the date of execution of this Addendum to the Current Agreement a CARRIER must invoice UPCS within ninety (90) days of movement date via TSD, or via an e-mailed Excel® spreadsheet (using UPCS' Excel® Form). Failure to submit an accurate invoice, (with UPCS Order numbers) and any other required back-up documentation, within the above-referenced ninety (90) day period shall release UPCS from its obligation to pay CARRIER its charges for that/those respective movements. This 90 day invoicing requirement applies to all shipments made for the term of the Addendum and for ninety (90) days prior to the Effective Date of this Addendum.

2. This Addendum is supplemental to the Agreement. Nothing herein contained shall be construed as amending or modifying the same except as herein specifically provided.

Agreed this ___ day of April, 2009.

DATE: _____

BY: _____

TITLE: _____

ADDRESS: _____

UNION PACIFIC CARRIER SERVICES (UPCS)

DATE: _____

BY: _____

TITLE: _____