

LOGISTICS SERVICES AGREEMENT

Agreement, made and entered into as of the ____ day of _____, 20____
(The "Effective Date"), by and between:

Target Intermodal Systems, Inc. dba TARGET INTERGRATED LOGISTICS, a New York corporation with principal offices at 33A N.Y.C. Terminal Market, Bronx, NY (hereinafter called "TARGET") and _____, a _____ corporation with principal offices at _____ (hereinafter called "SHIPPER")

WHEREAS, TARGET is duly registered as a transportation broker with the Federal Motor Carrier Safety Administration ("FMCSA") under Docket No. MC 187090, and desires to arrange for the transportation of SHIPPER's products in interstate and foreign commerce; and

WHEREAS, SHIPPER desires to utilize the services of TARGET to arrange for the transportation of its products;

NOW, THEREFORE, TARGET and SHIPPER mutually agree as follows:

1. Applicability.

This Agreement shall apply to motor carrier transportation and related services as may be arranged by TARGET for SHIPPER to, from and between the facilities of SHIPPER and its customers and suppliers.

2. Effective Date and Term.

This Agreement shall be effective for a period of one year from the date of execution and shall be automatically renewed for additional one-year periods unless cancelled by either party upon thirty (30) days written notice to the other party.

3. TARGET's Obligations.

TARGET is authorized to select and engage carriers and service providers as required and to enter into the usual and customary agreements, and shall use its best efforts to ensure that they are properly licensed and qualified to perform the requested services.

4. Rates and Services.

All rates, charges and rules, including accessorial services, shall be agreed to in writing and are to be contained in a schedule annexed hereto as Appendix A. Rates may be established or amended verbally, but shall be immediately confirmed by TARGET's issuance of a Rate Confirmation, and said document shall constitute an addendum to this Agreement.

5. Payment.

TARGET shall invoice SHIPPER for all freight and accessorial charges, and SHIPPER shall pay TARGET within thirty (30) days from date of invoice. In the event TARGET deems it necessary to retain the services of a collection agency or attorney to collect any outstanding indebtedness, debtor shall be responsible to pay and compensate TARGET for its collection agency or attorney fees, costs and expenses.

6. Overcharge & Undercharge Suits.

Any civil action to recover freight charges, overcharges or undercharges related to services provided by TARGET must be commenced within twelve (12) months from the date of shipment.

7. Liability for Loss, Damage or Delay.

It is understood and agreed that TARGET is not a carrier. Unless TARGET receives, stores, or otherwise physically handles a shipment, and the loss, damage or delay occurs during such activity, TARGET assumes no liability as a carrier and TARGET shall not be held liable for loss, damage or delay in the transportation of SHIPPER's property. SHIPPER shall not offset or deduct claims for loss, damage or delay from TARGET's invoices for freight charges.

8. Filing and Processing of Loss & Damage Claims.

SHIPPER shall be responsible for the filing of all freight claims. TARGET will assist SHIPPER in the processing of claims, but TARGET assumes no responsibility for the same other than to attempt to facilitate collection or settlement.

9. Independent Contractor.

In the performance of transportation service hereunder, TARGET and its carriers shall be independent contractors and shall not act as an agent or employee of SHIPPER. Carriers shall, at their expense, furnish suitable equipment to transport the commodities tendered by SHIPPER hereunder and assume all costs, including permits, tolls and all other expenses and liabilities incident to the transportation of such commodities.

10. Dealing with Carriers.

SHIPPER agrees that it will not deal with or conduct business directly or indirectly with carriers that TARGET has arranged transportation services for a period of two years beginning with the last day such service was performed for SHIPPER. In the event SHIPPER breaches this provision, it shall be liable to TARGET for the full amount of commissions or other compensation which would have been due TARGET on any and all movements handled by said carriers for SHIPPER, together with interest, costs and reasonable attorneys fees in the event legal proceedings are necessary to collect said amounts.

11. Assignment.

Neither SHIPPER nor TARGET may assign its rights under this Agreement without written approval of the other party, provided, however, that TARGET may engage the services of other licensed brokers if necessary to secure suitable carriers or equipment.

12. Notices.

All notices under this Agreement shall be in writing and shall be properly given and delivered in person or sent by first class mail addressed as provided for from time to time by the parties hereto.

To: TARGET INTERGRATED LOGISTICS
33A N.Y.C. Terminal Market
Bronx, NY 10474
Attention: Adam J. Singer - CFO

To SHIPPER:

13. Applicable Law.

To the extent not governed by the Interstate Commerce Act or other applicable federal statutes, the laws of the State of New York shall govern the validity, construction and performance of this Agreement and all actions or proceedings shall be brought in the State of New York.

14. Confidentiality.

The parties hereto agree not to disclose information regarding traffic transported pursuant to this Agreement, or other proprietary information, including but not limited to trade secrets, web technology, etc., to any person or entity not named in the transportation documents.

15. Complete Agreement; Severability.

This Agreement, including any Appendices hereto, constitutes the entire Agreement between the parties and may be modified only as evidenced by written agreement and signed by the parties. If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining portions of this Agreement shall continue to be operative and in full force and effect.

IN WITNESS WHEREOF, TARGET and SHIPPER have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date above.

TARGET INTERGRATED LOGISTICS

SHIPPER:

By: _____
Title: _____

By: _____
Title: _____

APPENDICES

- A. Rates, accessorial charges & rules