

SUBCONTRACTOR HAULING AGREEMENT

This SUBCONTRACTOR HAULING AGREEMENT (this "Agreement") is entered into between Heritage Trucking, Inc., an Arizona corporation ("Company") and _____ ("Subcontractor") as of the date set forth below. In consideration of the mutual covenants and agreements set forth herein, Company and Subcontractor agree as follows:

1. Hauling Terms. Subcontractor will load, transport and offload designated materials ("Materials") on specified dates and, if applicable, at specified times in accordance with verbal or written dispatches received by Subcontractor from Company from time to time during the term of this Agreement. Subcontractor may accept or reject any such dispatch at the time it is issued by Company. Loading, transportation and offloading jobs dispatched by Company and accepted by Subcontractor are collectively referred to herein as the "Work". All Work shall be subject to the provisions of this Agreement.
2. Materials; Equipment. For all purposes as between Company and Subcontractor, all Materials shall be deemed owned and/or generated by Company. Unless otherwise expressly agreed by Company and Subcontractor, Materials shall not include, and Company agrees not to direct Subcontractor to collect, transport or dispose of hereunder, radioactive, corrosive, volatile, explosive, highly flammable, biomedical, infectious, biohazardous, toxic or other hazardous material as defined by applicable federal, state or local laws, regulations and ordinances. Company shall ensure that adequate and appropriate facilities and adequate ingress and egress to load sites and disposal sites are available to allow Subcontractor to perform its duties hereunder. Subcontractor shall supply its own hauling equipment and personnel for the Work, including, without limitation, suitable truck and properly licensed driver.
3. Compliance. Subcontractor agrees to conduct all aspects of the Work in a good and workmanlike manner in compliance with all applicable laws, regulations and ordinances, including, without limitation, the rules and regulations of the Environmental Protection Agency, Arizona Department of Transportation, federal highway authorities and the Occupational Safety and Health Administration. Subcontractor shall be responsible at all times for ensuring, and represents and warrants to Company, that its equipment is registered, licensed, operated and maintained in accordance with all applicable laws, regulations and ordinances, and its operators are properly licensed with the Arizona Department of Transportation and any other governmental or administrative authority that requires such licensing. Subcontractor further represents and warrants that it has and shall maintain all federal, state and local permits and licenses required for Subcontractor to lawfully perform the Work. Subcontractor agrees that its equipment and its conduct with respect to the Work shall be subject to inspection and approval of Company's engineers or designated representatives at any time and from time to time during the performance of the Work, and Subcontractor shall cooperate in all respects with such inspection and act diligently and with dispatch to correct any operational or equipment-related violations or deficiencies found by such inspection.
4. Payment. Company shall pay Subcontractor for any day's Work within fifty (50) days after the day on which such Work was performed, provided that Subcontractor has submitted to Company appropriate records and other paperwork necessary to determine such payment. Company shall communicate to Subcontractor the rates for each dispatch of Work on or before such dispatch, and such rates will be confirmed by written statement or invoice prepared by Company and issued to Subcontractor at the time of payment by Company for such Work. If Subcontractor fails to deliver to Company necessary Work-related records and paperwork within two (2) business days after the day of Work to which such records and paperwork apply, Company shall be entitled to deduct and retain two percent (2%) of Subcontractor's payment for such Work to cover Company's costs of customer billing delays resulting from such late delivery. If Company is not paid any amount by any customer of Company as a result of Subcontractor's failure to timely deliver to Company necessary records and paperwork related to any Work, Company may cancel payment to Subcontractor for such Work up to the amount unpaid by such Customer. If, for any reason other than Company's gross negligence or willful misconduct, any customer of Company fails to pay Company for Work performed by Subcontractor, and Company has paid Subcontractor for such Work, Company may demand repayment from Subcontractor, and Subcontractor will promptly pay to Company, the amount of such prior payment. In lieu of demanding payment, or if Subcontractor fails to promptly comply with such demand, Company may off set and withhold against amounts payable by it to Subcontractor for other Work the amount of such prior payment. Subcontractor shall not be entitled to receive, and Company expressly disclaims responsibility to pay, any standby payments or other delay-related compensation in connection with any Work.
5. Payment Disputes. Any dispute or disagreement by Subcontractor with respect to Company's payment or non-payment of any amount due or alleged to be due for any Work performed by Subcontractor must be raised in writing by Subcontractor within thirty (30) days after the date on which Company delivers to Subcontractor a statement or invoice for such Work, as provided in Section 3 of this Agreement. Subcontractor's failure to raise such written dispute or disagreement within such time period will automatically and irrevocably result in Subcontractor waiving its rights with respect to, and releasing and discharging Company, its affiliates,

directors, officers, employees, agents and representatives from any liability for, any amount contended by Subcontractor to be payable to it in respect of such Work. Subcontractor represents and warrants that as of the date set forth below its signature on this Agreement, Subcontractor does not have any outstanding payment dispute with Company and has been paid in full for all services performed by Subcontractor for Company and/or any of its affiliates prior to the date set forth below Subcontractor's signature, and Subcontractor hereby releases and forever discharges Company and its affiliates and waives any and all payment or compensation-related claims that Subcontractor has had, does have or may in the future have against Company or its affiliates with respect to any services provided by Subcontractor prior to such date.

6. Insurance. Subcontractor shall furnish to Company or its representatives upon request, at any time and from time to time before or during the performance of any Work, certificates or other documents attesting to the existence of worker's compensation coverage providing statutory limits and automobile and general liability insurance coverage with policy limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability, including, without limitation, coverage for sudden and accidental pollution of, or discharge of materials into, the environment, and contractual coverage for the indemnification provisions contained in this Agreement. All of such policies shall be primary and non-contributing and shall be with insurers reasonably acceptable to Company. All of such policies shall be endorsed to name Company and its affiliates as additional insureds. Each such certificate shall contain a statement of the insurer's obligation to notify the certificate holder at least thirty (30) days prior to cancellation of, or material change in coverage or limits on any policy covered in the certificate. If Subcontractor fails to furnish or deliver any certificate or policy, or renewal thereof, to Company as herein required, or if such policy is modified or canceled during the term hereof without Company's written consent, Company may, without limitation of same constituting a default of Subcontractor hereunder, purchase such insurance at Subcontractor's expense, and Subcontractor shall reimburse Company therefor on demand (with Company being entitled to withhold such reimbursable expense from any amounts payable by Company to Subcontractor for any Work). Company and Subcontractor waive all rights of recovery against the other and against the affiliates, directors, officers, partners, employees, agents and representatives of the other, on account of loss to the waiving party, to the extent that such loss or damage is insured against and proceeds of such insurance are promptly paid therefor; provided, however, that this waiver of subrogation shall not be valid if it would eliminate or substantially reduce the coverage provided by any insurance policy.

7. Acknowledgement of Subcontractor re Safety; Risk. Subcontractor acknowledges and is aware that disposal sites may handle residential, commercial, industrial,

and/or other waste materials, and Subcontractor knowingly and voluntarily assumes all risk of injury and damage to Subcontractor, its employees, subcontractors, and agents, and to its and their equipment and other property, caused by exposure to such waste materials while at or about any disposal site. Subcontractor covenants and agrees to advise fully all of its employees, subcontractors, agents and others working for Subcontractor at any disposal site of such risks and of all necessary environmental, safety and health procedures required by applicable state, federal or local laws, regulations and ordinances, and any rules, regulations or operating guidelines published or posted by Company or disposal site operators. In addition, Subcontractor agrees to fully acquaint itself with, and be responsible for its actions (including the actions of its employees) in respect of, all physical and non-physical conditions relevant to the performance of any Work, including Work site conditions. Subcontractor, for itself and its directors, officers, employees, agents, representatives and subcontractors, assumes all risks associated with the performance of any Work, including, without limitation, Work site conditions and transportation-related hazards such as weather, road conditions and environmental contamination. Subcontractor agrees to defend, indemnify, keep indemnified and hold harmless Company, its affiliates and its and their respective officers, directors, employees, agents and representatives, from and against any and all claims, suits and actions by Subcontractor, its employees, subcontractors, agents and others working for or with Subcontractor based on, arising from or related or incidental to any such party's performance of any Work; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death (i) caused by the gross negligence or willful action of Company, or (ii) to the extent directly resulting from any breach of this Agreement by Company, or (iii) directly resulting from Company's failure to comply with applicable law..

8. Indemnification. Subcontractor hereby agrees to defend, indemnify, keep indemnified and hold harmless Company, its affiliates and its and their respective officers, directors, employees, agents and representatives from and against any and all claims, amounts paid in settlement of claims, damages, judgments, obligations, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses), interest, penalties, fines (including overweight tickets) and liabilities whenever arising or incurred based on, arising out of or related or incidental to any claim for loss or damage to property (be it of Company, Subcontractor or any other person or entity), personal injury or loss of life (including, without limitation, injury to or loss of life of any employee of Company or Subcontractor) or violation of law based on, arising out of or incidental to Subcontractor's performance of the Work hereunder, any breach by Subcontractor of this Agreement or any other negligent or willful act or omission of Subcontractor or any of its employees, agents, representatives or subcontractors; provided, however, that such

indemnification and hold harmless shall not apply to claims for loss, damage, injury or death (i) caused by the gross negligence or willful action of Company, or (ii) to the extent directly resulting from any breach of this Agreement by Company, or (iii) directly resulting from Company's failure to comply with applicable law. The foregoing indemnification includes, without limitation, claims, suits, actions, orders, and proceedings arising from actual or alleged damage or injury to the environment, or releases of pollutants into the environment, whether sudden or non-sudden, accidental or deliberate, and all costs of study, investigation, monitoring, remediation, clean-up and compliance in connection therewith, and any claims of toxic tort or diminution in property value. Company may set-off and withhold against amounts payable by it to Subcontractor for any Work amounts equal to any indemnification claim made by Company hereunder in satisfaction of such claim.

9. Independent Subcontractor. Subcontractor acknowledges and agrees that the Work shall be performed and furnished by Subcontractor as an independent contractor and, except as expressly provided herein, under the sole supervision, management, direction and control of Subcontractor in accordance with the terms and conditions of this Agreement. No employer/employee, partnership, joint venture, agency or other relationship shall exist, arise or be deemed to flow from or as a result of this Agreement or Subcontractor's performance of the Work.
10. Prohibition against Brokering. Subcontractor is expressly forbidden from contracting with any other carrier to perform the Work. Subcontractor cannot broker the Work but must perform Work with their own equipment and employees. If loads are brokered to another carrier, subcontractor will be ineligible to haul for the Company in the future and the Company reserves the right to withhold payment.
11. Time of the Essence. Dates and times set forth in this Agreement for the performance of the respective obligations of the parties hereto shall be strictly construed, time being of the essence of this Agreement.
12. Force Majeure. Except for the obligation to pay for services rendered or to pay any valid claim for indemnification or reimbursement, neither party hereto shall be liable for its failure to perform any obligation hereunder to the extent that such failure is the direct result of contingencies or circumstances beyond such party's reasonable control, including, without limitation, strike, lock-out or other labor disturbance (other than with respect to Subcontractor or its employees), riot, war, terrorist act, sabotage, civil disturbance, fire, explosion, flood, act of God, injunction (other than an injunction obtained or initiated by the party seeking the protection of this Section). Such contingencies shall not include equipment failure of Subcontractor or any suspension, revocation or termination of any permit or license of a

party based on that party's failure to comply with applicable laws, regulations or ordinances.

13. Term: Survival. This Agreement shall become effective as of the latest date set forth below and shall continue indefinitely until Company or Subcontractor gives written notice to the other of termination hereof. Notwithstanding any other provision hereof, the provisions of Sections 4, 5, 7, 8, 10 and 13 shall survive termination of this Agreement indefinitely.
14. General. This Agreement, including any exhibits, schedules, appendices or amendments hereto, constitutes the entire, final and complete agreement between Company and Subcontractor with respect to the matters expressly set forth herein, and supersedes all prior agreements, contracts, proposals, representations, negotiations, and other communications, whether written or oral, with respect to such matters. Neither party hereto shall be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind whatsoever in respect of the matters set forth herein that is not expressly set forth in this Agreement. Any conflict or inconsistency between this Agreement and any other agreement relating to the Work (including, without limitation, any terms of service, statement or invoice provided by Subcontractor before, in connection with or after the execution hereof) shall be determined in favor of and consistent with the provisions of this Agreement. Notwithstanding the absence of any conflict or inconsistency in provisions, any contract, invoice or other document or instrument presented by Subcontractor to Company as being enforceable against or binding upon Company in connection with the matters set forth herein shall be void and of no force or effect unless signed by an authorized representative of Company. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without reference to conflicts of law principles. Any dispute arising with respect to or in connection with this Agreement or the Work shall be instituted only in the state or federal courts of Maricopa County in the State of Arizona. This Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto. Subcontractor may not assign, delegate or subcontract its rights or obligations hereunder without the prior written consent of Company. Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties hereto waive any provision of law which renders any such provision hereof prohibited or unenforceable in any respect. This Agreement will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give to any person or entity

other than the parties hereto and their successors and permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in

any such person or entity being deemed a third party beneficiary of this Agreement.

IN WITNESS WHEREOF, each party hereto has executed this Agreement as of the date set forth below:

Heritage Trucking, Inc.

Name: Gary Klusman

Signature: _____

Title: Chief Financial Officer

Date: _____ (dd/mm/yy)

Subcontractor:

Name: _____

Signature: _____

Title: _____

Date: _____ (dd/mm/yy)