

SCHEDULE 2
FedEx / PRIME Services
MEMBER PROGRAM ENROLLMENT AGREEMENT

1. Federal Express Corporation and FedEx Ground Package System, Inc. (collectively, "FedEx") and _____ or "Customer") including any of its divisions, subsidiaries and affiliates, a majority (defined as 51%) of whose voting stock is directly or indirectly owned by Member, hereby enter into this Member Program Enrollment Agreement ("Enrollment Agreement").
2. Effective in September 2008, FedEx and PRIME Services, entered into a Group Purchasing Agreement ("Master Agreement").
3. Pursuant to the Master Agreement, FedEx is providing a pricing program ("Program") to Members. PRIME Services and/or its agent may receive discounts, compensation or other incentives for the promotion of FedEx services. Member specifically acknowledges and agrees to the release of its shipping information and data to PRIME Services or its agent. Member is not entitled to view or request copies of any shipping data relative to PRIME Services or any other Member.
4. To participate, Member must execute this Enrollment Agreement and return it to the authorized FedEx representative.
5. The Program is subject to all terms and conditions of the Master Agreement (and any subsequent amendments) between FedEx and PRIME Services.
6. Participation in the Program commences upon FedEx receipt and acceptance of this Enrollment Agreement ("Effective Date"), and continues until termination of the Program or until terminated as provided herein. Upon termination of the Program, FedEx may elect to continue to provide the Member a pricing program pursuant to the standard FedEx terms and conditions. Either party may terminate this Enrollment Agreement for the other party's noncompliance with its terms. Notwithstanding, FedEx and Member agree that either party may terminate this Enrollment Agreement at any time upon thirty (30) days written notice to the other.
7. Only locations and account numbers designated by Member and verified by FedEx will receive applicable discounts and revenue credit. To add a location to this Agreement, Member must notify FedEx's Sales Executive in writing at least 7 working days in advance. Only the billed account number will receive the applicable discounts and revenue credit. Further, Member must provide FedEx thirty (30) days notice of any acquisitions or mergers with any companies, or should Member sell any division, subsidiary or affiliate authorized to participate in the incentives. Member must notify FedEx in writing of any such acquisition, merger or divestiture.
8. Member shall receive FedEx Express and FedEx Ground rates as provided in the Master Agreement, including any rate increases, changes or amendments thereto. Rates are exclusive of accessorial charges, special handling charges and surcharges, which shall be charged in accordance with the FedEx Service Guide in effect the date of shipment for the service selected.
9. The rates and other terms provided under the Program and this Enrollment Agreement are for the exclusive use and benefit of Member. Such rates and terms or any portion thereof may not be extended to any other party without prior written consent of FedEx, which may be withheld for any reason.
10. Member may not under any circumstances sell, assign, or transfer (including but not limited to, through third party billing) the benefit of any pricing to any third party. Failure to abide by this provision may result in immediate termination of this Enrollment Agreement and Member's participation in the Program.
11. Each shipment made under this Enrollment Agreement is subject to the terms and conditions of the FedEx Service Guide in effect at time of shipment, which terms and conditions are incorporated into this Enrollment Agreement by reference. FedEx reserves the right to modify the FedEx Service Guide at any time without notice.
12. Payment is due fifteen (15) days from date of invoice. Duties and taxes are payable upon receipt of invoice. Failure to comply with payment terms may result in denial of credit and removal of discounts. When a freight payment firm is used, the same payment terms apply.
13. This Enrollment Agreement supersedes all other agreements whether oral, written, implied or otherwise between FedEx and Member.

14. The terms of this Program shall be held in strict confidence and the contents of the Program and the Enrollment Agreement shall not be disclosed to anyone other than PRIME Services or to those Member employees who have a need to know; provided, however, that nothing herein shall restrict Member from disclosing any portion of such information on a restricted basis pursuant to a judicial or other lawful governmental order, but only to the extent of such order and only after Member provides FedEx with immediate notice of such order so that FedEx may contest the order or obtain a protective order if FedEx deems necessary.

IN WITNESS WHEREOF, the Parties have caused this Enrollment Agreement to be executed by their duly authorized officers or representatives on the dates shown below.

To ensure proper pricing and credit, all FedEx Express & FedEx Ground account numbers used by your organization must be submitted on this form. If you do not have a FedEx Express or FedEx Ground account number, call 1.800.GoFedEx 1.800.463.3339 to have one assigned. Once an account number has been assigned, complete and fax this form as instructed to enroll these account numbers.

("Member")

*By: _____ *Date: _____

*Contact Name (Print): _____ *Contact Phone Number: _____

*Contact Title: _____

Member Name: _____ PRIME Services Member Entity Code: _____

PRIME Services Member Address: _____

City/State/Zip _____

Top Parent Name: _____ Top Parent Entity Code (if known): _____

FedEx Account No(s): _____

Express Outbound Volume (pkgs. per day): _____ Express Inbound Volume (pkgs. per day): _____

Ground Outbound Volume (pkgs. per day): _____ Ground Inbound Volume (pkgs. per day): _____

Please fax your completed enrollment form to 716.565.9428 or mail to PRIME Services, Inc., 6400 Sheridan Drive, St. 112, Williamsville, NY 14221.