

C.R. ENGLAND, INC.

DRIVER EMPLOYMENT CONTRACT

(Utah)

This Employment Contract ("Contract") is entered into this ____ day of _____, 20____, (the "Effective Date") in the State of Utah by and between C.R. England, Inc. ("England"), a Utah corporation located at 4701 West 2100 South, Salt Lake City, Utah 84120 and _____ ("Driver"). In consideration of the parties' respective promises in this Contract and other good and valuable consideration, England and Driver agree as follows:

1. EMPLOYMENT. Upon the terms and conditions set forth in this Contract, England employs Driver and Driver accepts employment by England.

2. DUTIES OF DRIVER. Driver agrees that at all times during the term of this Contract, Driver shall devote all of his or her working time to the performance of Driver's duties to England under this Contract. Driver's duties on behalf of England are to act as a truck driver for England and fulfill all related duties, including but not limited to satisfying and complying with all of the standards, requirements, obligations and conditions set forth in the England Driver Employee Policy Manual (the "Manual"). Driver acknowledges having received the Manual during the England orientation program and has read and understands the policies and standards set forth therein. England may at any time change Driver's job responsibilities, duties and standards, so long as they are not materially increased thereby. Driver agrees that Driver will not, directly or indirectly, engage or participate in any activities at any time during the term of this Contract in conflict with duties under this Contract and/or the best interest of England.

3. TERM OF EMPLOYMENT. The term of England's employment of Driver under this Contract shall be for a period of six (6) months commencing as of the Effective Date, subject to termination by England prior to the end of the term pursuant to Section 4 of this Contract. After this six (6) month period, England's employment of Driver may be terminated at any time, for any reason, by either England or Driver. Driver acknowledges that England has made a substantial investment in recruiting Driver and in England's internal driver education and training and that England would be damaged by Driver's failure to complete the term of this Contract.

4. TERMINATION OF EMPLOYMENT. During the six (6) month term of this Contract, England's employment of Driver may only be terminated for the following reasons: (1) by England for Due Cause, effective immediately; (2) by mutual agreement of England and Driver; (3) upon the death of Driver or upon Driver developing a disability such that Driver is no longer able to drive and (4) by England without Due Cause. For the purposes of this Contract, "Due Cause" means (a) Driver's breach of this Contract; (b) Driver's violation of any of the standards, requirements, obligations and/or conditions set forth in the Manual; or (c) Driver's violation of or failure to remain in compliance with any federal or state regulations applicable to Driver's position as a driver of commercial motor vehicles in interstate commerce. If Driver is terminated by England without Due Cause, Driver shall not be obligated to pay liquidated damages in the amounts described in paragraph 8 and, in addition, paragraphs 5 and 6 shall not apply.

5. RESTRICTIVE TERM. Driver acknowledges that Driver's duty under this Contract is in return for England's substantial financial commitment in recruiting the Driver and

for Driver's internal training education at England and that England is entitled to recover its driver recruiting and education investment during Driver's continued employment for a six (6) month period. Driver further acknowledges that England's failure to recover the substantial investment in driver recruiting and education cannot adequately be compensated by damages in an action at law. In view of the value to England of Driver's services and the competitive disadvantage Driver could cause, Driver agrees that while Driver is employed by England, and during the Restrictive Term after Driver (a) resigns his employment with England; or (b) is terminated with Due Cause by England, Driver will not, directly or indirectly, provide truck driving services to any England motor carrier competitor. A competitor means any motor carrier, common or contract, that provides a service offered by, similar to, competitive with or which can be used as an alternative to the services offered by England, during the time Driver worked for England.

The Restrictive Term shall expire at the end of the six-month period covered by this Contract, unless within the six (6) month period covered by this contract, the amount due as defined in paragraph 8 is paid in full, in which case the Restrictive Term shall expire at the time full payment has been made. If England terminates Driver's employment without Due Cause, this Contract shall be null and void.

6. REMEDIES. Driver acknowledges that compliance with the restrictions and obligations set forth in paragraph 5 is necessary to protect the England investment in Driver's driver education and that a breach of the Contract will irreparably and continually damage England, for which money damages may not be adequate. Consequently, Driver agrees that in the event Driver breaches or threatens to breach any of the promises of this Contract, England shall be entitled to (i) a temporary restraining order, a preliminary and/or permanent injunction in order to prevent Driver from breaching Driver's obligation under this Contract; (ii) money damages which shall include but not be limited to recovery by England of the fees, compensation or other remuneration earned by Driver as a result of any breach of this Contract; and (iii) payment by Driver for all costs and expenses, including but not limited to attorney fees, incurred by England in enforcing any provision of this Contract.

Nothing in this Contract shall be construed to prohibit England from also pursuing any other available remedy or from seeking to enforce any of the restrictive terms to a lesser extent than that set forth herein nor any legal remedies available against any competitor motor carrier who hires Driver in violation of this Contract. The parties hereby agree that all remedies shall be cumulative.

7. COMPENSATION. As compensation for the services to be rendered by Employee under this Contract, and as consideration for Employee's promises and covenants herein, England will pay Employee the wages, benefits and other compensation set forth in the Manual and as stated by England from time to time. Upon the termination of employment, as defined in paragraph 4 of this Contract, Employee authorizes England to deduct and recoup any amount remaining due and owing to England pursuant to paragraph 6 of this Contract from any compensation due and owing to Employee from England. England may unilaterally change at any time, by written amendment, the terms and conditions of the compensation set forth in the Manual so long as Driver's overall compensation is not materially reduced, and Employee hereby consents to all such amendments and agrees that such amendments shall be binding upon Employee.

8. BREACH AND LIQUIDATED DAMAGES. Employee hereby agrees that if during the six (6) month term of this Contract (1) Employee resigns his employment with England or otherwise breaches this Contract, or (2) Employee's employment is terminated for Due Cause, then England will suffer damages because of its inability to realize the full benefit of its financial investment in the Employee's employment, including referral fees paid to driving schools and training provided by England. The parties agree that it will be difficult in the event of Employee's breach to determine the precise amount of the financial harm to England. The parties further agree that it is fair and reasonable to estimate damages equal to any referral fee paid by England and the costs of England's internal training and education, less a proportionate amount realized by England due to Employee's employment. Accordingly, the parties agree that on the occurrence of any of the events described in subsection (1) or (2) of this paragraph 8, Employee will be immediately liable to pay to England the amount of \$4,995, less a credit of \$832 for each full month of Employee's employment with England. For example, if Employee works for England for only three and one-half months of the six-month term of this contract, Employee will owe England, as liquidated damages, \$4,995, less \$832 multiplied by 3, for a total of \$2,498. Moreover, if any amount due hereunder is not paid when due, such amount shall accrue interest, from the due date, until the date paid, at the rate of eighteen percent (18%) per annum. It is the intent of the parties that Employee's compliance with the terms of this Contract permits England to recoup some of the significant sum of money that England has invested to recruit and train Employee to perform the driver duties required under this Contract.

9. ASSIGNMENT. Driver shall not assign or transfer this Contract. This Contract and the rights and obligations of both parties may be assigned by England without notice to or consent of Driver to any other organization with which England shares some degree of common ownership, or pursuant to or as a part of a corporate reorganization, corporate restructuring or merger involving England, or the sale by England of a substantial portion of England's assets or business or as part of any similar transaction involving England.

10. NOTICE. Any notice required to be given must be in writing and made by either personal delivery, facsimile (with electronic confirmation), reputable overnight carrier or registered or certified mail, return receipt requested and postage prepaid to the address for Driver set forth in the signature block of this Contract, and in the case of England, to C.R. England, Attention: Human Resources, P. O. Box 27728, Salt Lake City, Utah 84127. Notice shall be deemed given upon delivery in the case of personal delivery or delivery via overnight carrier, upon receipt of electronic confirmation in the case of delivery via facsimile, and three days after the date of mailing in the case of delivery via mail. Either party may change the address to which notices are to be sent by giving written notice to the other party.

11. ENTIRE CONTRACT; BINDING EFFECT. This Contract contains the entire agreement and understanding by and between England and Driver with respect to the subject matter contained herein and no representations, promises, agreements or understandings, written or oral, concerning this subject matter, shall be of any force or effect. This Contract shall be binding upon and inure to the benefit of England and Driver, England's legal representatives, successors and assigns.

12. WAIVER AND AMENDMENT. No waiver of any provision of this Contract shall (1) be valid unless it is in writing and signed by the party against whom the waiver is sought to be enforced, or (2) be deemed a waiver of any other provision of this Contract at such

time or at any other time. No change, amendment or modification of this Contract shall be valid or binding unless it is in writing and signed by the party intended to be bound.

13. SEVERABILITY; COSTS OF ENFORCEMENT. If one or more of the provisions contained in this Contract is deemed invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity and enforceability of the other provisions. In the event it is necessary for the enforcement of this Contract to employ legal counsel, the prevailing party shall be entitled to the party's costs and expenses, including attorney's fees.

14. GOVERNING LAW AND VENUE. England and Driver hereby agree that this Contract and its construction and interpretation shall at all times and in all respect be governed by the laws of the State of Utah, and any claim, litigation or dispute arising from or related to this Contract shall be litigated in the appropriate federal or state court located in Salt Lake City, Utah. Driver hereby consents to personal jurisdiction and venue in such court. Notwithstanding any other provision of this Contract, if Driver has executed an arbitration agreement with England, the terms of the arbitration agreement shall govern any claims or disputes between Driver and England arising from or related to this Agreement.

DRIVER ACKNOWLEDGES THAT DRIVER HAS READ THE TERMS OF THIS CONTRACT AND HAS HAD THE OPPORTUNITY, IF DRIVER DESIRED, TO CONSULT WITH AN ATTORNEY OF DRIVER'S CHOICE PRIOR TO SIGNING BELOW.

IN WITNESS WHEREOF, C.R. England, Inc. and Driver have duly executed this Contract as of the date, year and place first above written.

C.R. ENGLAND, INC.

DRIVER

By: _____

By: _____

Name: _____

Title: _____

Address: _____

Phone: _____

Social Security Number: _____

Driver ID#: _____