

CO-BROKER AGREEMENT

Whereas, on this _____ day of _____ 2005, the party of the first part, USExpress, Inc, with offices at 7031 Middlebrook Pike, Knoxville, TN 37909 (hereafter known as the Company), and the party of the second part, _____, located at _____, (hereafter known as Co-Broker) do enter into this agreement of their own freewill and desire.

Whereas, the above parties to this agreement are in the business of arranging sources of funding, business relationships, capital, or whatever terms or combinations thereof that may be acceptable (hereafter referred as Financing) and desire to enter in a contract for their mutual protection and understanding. Therefore, the above-mentioned parties agree to the following:

The parties shall operate in a mutually beneficial manner. Either of the above parties must provide/bring one of the following roles to the transaction; 1.) Source of Funds/Financing, or, 2.) User of Financing. Both of these roles are equally important and shall merit a 50% share in all commissions earned as described in the *Consulting Agreement*.

Further, it is agreed that this equal splitting of broker fees shall remain in force indefinitely until a separate agreement is made in writing. Additionally, it is understood that neither party shall attempt to circumvent the relationships of the other whether they be lender or client in nature.

For the sake of continuity, both parties shall agree to be equally represented by one single commission agreement (i.e. the *Consulting Agreement* prepared and executed by the Company and Borrower). As the Company executes the *Consulting Agreement*, that signature shall represent both of the above parties where the terms of this agreement have been satisfied. Each party shall be responsible for their respective licensing and/or disclosures as required by law. Additionally, if the Company should incur legal costs or expenses in collecting or enforcing the terms and conditions of the *Consulting Agreement*, those costs and/or expenses shall be first paid and deducted from fee proceeds prior to the distribution of monies received.

The terms of this agreement shall be construed within the laws of the State of Tennessee. If any of the terms and provisions of this agreement shall be deemed invalid under the law, such invalidity, shall not void the entire agreement, thus the remaining terms shall be binding and enforceable. The above parties agree that the commission fee may be deemed a consultant fee as needed. Each party agrees to hold each other harmless for any error or omissions that may occur as they represent the Client to Financing, or Financing to Client. In the event that a dispute should arise, the matter shall be settled by arbitration. This Agreement shall be governed by and under the laws of the State of Tennessee. And finally, this agreement set forth the entire understanding between the parties and constitutes the full and complete Agreement that is in force. Any other prior Agreements or understanding are hereby rescinded and unenforceable.

ACCEPTED AND APPROVED:

BY: _____ Date ___ / ___ / ___
Wally Anderson
USExpress, Inc.

BY: _____ Date: ___ / ___ / ___

(Print Name of Authorized Representative)

(Print Company Name)