



**ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT
FOR
KOHLS LIGHTING MAINTENANCE PROGRAM**

THIS ADDENDUM is made between _____ (herein called "Contractor") and RMI Express Corporation, an Ohio corporation, acting as the agent for Kohls Department Stores, (herein called "Depositor"), at Cleveland, Ohio as and for the date Contractor first accepts Depositor's first work order labeled "Kohls Lighting Maintenance Program". This Addendum included with the service order shall become a part of the parties' Independent Contractor Agreement upon Contractor's acceptance of the service order. The parties agreeing to be legally bound thereby, Contractor and Depositor agree as follows:

1. Contractor will, as warehouseman, perform the services of ordering necessary and sufficient quantities, plus handling and storing at Contractor's warehouse(s), such items of KOHLS Property as Depositor shall tender to Contractor needed to complete services at KOHLS Department Stores as Depositor may from time to time order. The term "KOHLS Property" as used herein shall mean electrical ballasts, wiring, conduit and other electrical components tendered as part of the Kohls Lighting Maintenance Program.
2. All KOHLS Property shall be held by Contractor at its facility or warehouse facility located at the address set forth in Contractor's Independent Contractor Agreement, unless otherwise specified in writing.
3. KOHLS Property that is tendered to Contractor by Depositor shall be accompanied with appropriate documentation reflecting the types, sizes and quantities of any KOHLS Property being deposited. Contractor shall maintain a system to verify deposits of any KOHLS Property against such documentation, and to accurately account for all other KOHLS Product – including WIP and finished goods – generated by Contractor and/or being held by Contractor from time to time. Contractor is under a duty to timely re-order such quantities as necessary to complete its service orders.
4. Contractor shall not commingle KOHLS Property with property of others stored in the warehouse, but shall store KOHLS Property in a secured area and in such manner so that it can be identified as the property of Depositor. Contractor shall follow such other procedures with respect to the handling and storage of KOHLS Property as Depositor and Contractor shall agree to in writing from time to time. KOHLS Property may only be released for use in KOHLS stores in performance of Kohls Lighting Maintenance Program service orders assigned by Depositor.
5. Title to all KOHLS Property shall be and remain in Kohls at all times, and Contractor shall not, by any act or omission, adversely affect KOHLS' title hereto. Contractor shall cooperate with Depositor in its filing of UCC statements as Depositor deems necessary or desirable to protect its title in such KOHLS Property.
6. Contractor shall submit to Depositor, not later than the fifth day of each calendar month, an itemized inventory report for the immediately preceding calendar month. When requested to do so by Depositor, but not more often than once in each calendar year, and also, at Depositor's request, at the time of any termination of this Agreement, Contractor shall take a physical inventory of all KOHLS Property and submit to Depositor an itemized report of such inventory. All reports shall detail usage per store.
7. Depositor will have the right to inspect and examine the KOHLS Property in the warehouse at all reasonable times. Contractor shall keep such KOHLS Property stacked or piled in such manner that it can be readily and easily inspected.
8. Contractor shall, at all times, promptly deliver to Depositor or to such others as Depositor may designate on Depositor's demand therefore, all or any part of the KOHLS Property in Contractor's custody or control at the time of such demand, but only in accordance with instructions received from Depositor.
9. All charges associated with Contractor's services shall be reflected in the purchase order issued by Depositor ("PO"). Depositor shall not be liable for any charge beyond the charges set forth in the PO unless the nature of the services and any associated charges are agreed to in writing by Contractor and Depositor prior to the performance of such services. If Storage of un-needed parts are warehoused at Contractor's facility and storage becomes an issue, Contractor will contact Depositor immediately for a solution. Contractor agrees to be bound by KOHLS' Kohls Lighting Maintenance Pricing Agreement.

Contractor shall be entitled to compensation only for services actually billed Depositor describing the quantity and type of KOHLS Property used, together with the amount of KOHLS Property remaining in Contractor's possession. Failure to comply shall result in rejection of billing as defective.

10. Contractor bears the risk of and responsibility for loss or damage to the KOHLS Property until such KOHLS Property is accepted by KOHLS at its premises pursuant to Depositor's instructions.

11. Contractor shall indemnify and hold Depositor harmless from and against and shall at its own expense defend, any and all actions based on, and pay all charges of attorneys and all costs and other expenses arising from all fines, penalties, loss, liability, claims, suits or demands of every kind on account of injury (including death) to any person or persons, loss or damage to property of others (including employees and invitees of Depositor and/or other companies), violation of laws, rules or regulations caused by, arising out of or in any way associated with Contractor's performance of this Agreement, including but not limited to the handling, storing, packing, labeling and loading of the KOHLS Property.

12. Contractor agrees to maintain general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence and to name KOHLS/Depositor as an additional insured party. A certificate of said insurance coverage shall be provided to Depositor upon request, with a thirty-day notification clause of prior cancellation.

13. In the event that Contractor defaults in performing any provision of this Agreement, Depositor shall be free to make any arrangements it sees fit for the performance of the services herein specified, without liability or accountability therefore to Contractor. Depositor may terminate this Agreement immediately by written notice to Contractor, and in such event, after notice is given and 90 days have passed since Depositor has given notice of termination of this Addendum to Contractor, Contractor grants Depositor permission to enter Contractor's property for purposes of recovering or retrieving KOHLS Property.

14. In the event of a material breach by Contractor in performing its duties as set forth in this Agreement, Depositor, without limitation, shall be free to make any arrangements it sees fit for the performance of the services herein specified, without liability or accountability therefore to Contractor, and may take such other lawful action to recoup damages, including exercising the right of set-off.

15. This Addendum shall continue in effect until terminated by Depositor in accordance with Section 14 above, or until the Independent Contractor's Agreement is terminated in accordance with its terms.

16. Any notice, warehouse receipt, inventory report, invoice, bill of lading, carrier's delivery receipt, report or description of discrepancy, loss or damage, or other paper or communication, required or permitted to be sent to Depositors shall be sent to Depositor at such address as Depositor may designate in writing from time to time as that to which the particular type of paper or other communication is to be sent.

17. This Agreement shall not be superseded, changed or modified except by a further written agreement signed by both Depositor and Contractor. This Agreement shall be governed and interpreted under the laws (other than the law of conflicts) of the State of Ohio.

18. All notices, approvals, consents, requests or demands required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given when deposited in the mail (registered or certified), postage prepaid, and addressed to the respective parties as follows:

DEPOSITOR: RMi Express Corporation
45 W. Prospect Ave., 1650-G
Cleveland, OH 44115

CONTRACTOR: CONTRACTOR Corporate Office
(as set forth in Independent Contractor Agreement)

19. Neither party may assign this Agreement, or any rights hereunder, without the prior written consent of the other, which consent shall not be unreasonably withheld.

20. Except as modified herein the terms of the parties' Independent Contractor's Agreement are ratified, republished and incorporated by reference herein.

IN WITNESS WHEREOF the undersigned have executed this Addendum to Independent Contractor Agreement on the ____ day of _____, 20____, or have engaged in the explicit conduct described evidencing their intention to be bound.

RMi Express Corporation

Contractor

By: _____

By: _____