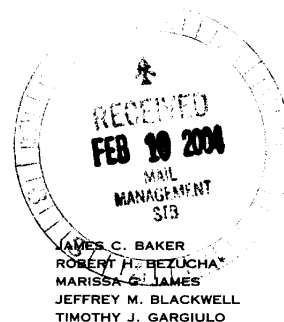


ROBERTS, CUNNINGHAM & STRIPLING, L.L.P.

ATTORNEYS AND COUNSELORS AT LAW
800 PRESTON COMMONS WEST
8117 PRESTON ROAD
DALLAS, TEXAS 75225

CARL E. ROBERTS
H. N. CUNNINGHAM, III
ROBERT A. STRIPLING

TELEPHONE: **ENTERED**
(214) 696-3200 **Office of Proceedings**
TELECOPIER: **FEB 10 2004**
(214) 696-5971



**Part of
Public Record**

BOARD CERTIFIED • CONSUMER AND COMMERCIAL LAW
BOARD CERTIFIED • PERSONAL INJURY TRIAL LAW
TEXAS BOARD OF LEGAL SPECIALIZATION

February 5, 2004

Via Certified Mail

Surface Transportation Board
1925 K Street NW, Room 700
Washington, D.C. 20423

210051

Re: Climate Master, Inc. and International Environmental, Inc.'s Motor Carrier Undercharge Proceeding Regarding Certain Rates and Practices of Trans Tech Solutions, Inc., F&M Bank, and Midland Transportation, Co., Petition for Declaratory Order.

NOM 42085

Dear Surface Transportation Board:

Enclosed please find an original and ten (10) copies of Petitioners Climate Master, Inc. and International Environmental, Inc.'s Petition for Declaratory Order in their Motor Carrier Undercharge Proceeding Regarding Certain Rates and Practices of Trans Tech Solutions, Inc., F&M Bank, and Midland Transportation, Co. Enclosed please also find a check for \$150.00 for the appropriate filing fee. Copies of the petition have been served upon all other parties involved. If there are any questions about or problems with this filing, please feel free to contact the undersigned.

Sincerely,

Timothy J. Gargiulo

FEE RECEIVED

TRANSPORTATION BOARD

Enclosures

FILED

FEB 10 2004

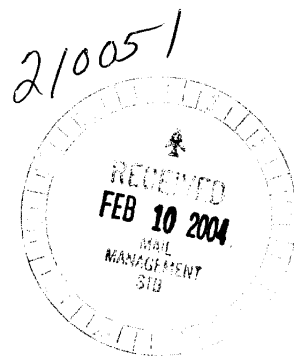
**SURFACE
TRANSPORTATION BOARD**

000001

BEFORE THE
SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C.

Docket No.

NOM 42085



CLIMATE MASTER, INC. AND INTERNATIONAL ENVIRONMENTAL, INC.'S
MOTOR CARRIER UNDERCHARGE PROCEEDING REGARDING CERTAIN RATES
AND PRACTICES OF TRANS TECH SOLUTIONS, INC., F&M BANK,
AND MIDLAND TRANSPORTATION CO.

PETITION FOR DECLARATORY ORDER

ENTERED
Office of Proceedings

FEB 10 2004

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Public Record

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FEB 10 2004

**SURFACE
TRANSPORTATION BOARD**

H.N. Cunningham, III
Timothy J. Gargiulo

**ROBERTS, CUNNINGHAM
& STRIPLING, L.L.P.**

800 Preston Commons West
8117 Preston Road
Dallas, Texas 75225
Telephone: (214) 696-3200
Facsimile: (214) 696-5971

**ATTORNEYS FOR PETITIONERS
CLIMATE MASTER, INC. AND
INTERNATIONAL ENVIRONMENTAL,
INC.**

FILED
FEB 10 2004
**SURFACE
TRANSPORTATION BOARD**

ORIGINAL

000002

BEFORE THE
SURFACE TRANSPORTATION BOARD

DOCKET NO. Nom 42085

**MOTOR CARRIER UNDERCHARGE PROCEEDING
PETITION FOR DECLARATORY ORDER
PURSUANT 5 U.S.C. §554(e)**

COMES NOW, Petitioners, Climate Master, Inc. and International Environmental, Inc. ("Petitioners"), by and through their attorneys, and file this Petition with the Surface Transportation Board (the "Board" or "STB") for a Declaratory Order regarding the following issues:

1. Whether it is unreasonable practice for Trans Tech Solutions, Inc. ("Trans Tech") and F&M Bank to disregard a valid contract between a shipper and a carrier and attempt to collect the difference between the discounted freight charges and the original charge amounts;
2. Whether it is unreasonable practice for Trans Tech and F&M Bank to attempt to recover additional freight charges more than 180 days after Petitioners received the original bills;
3. Whether the rates charged by Midland Transportation Co. ("Midland") for transportation were unreasonable.

In support of this Petition, Petitioners would show the following:

1. At the time of the shipments at issue, Midland was an interstate motor carrier that provided freight services for Petitioners.

2. On June 26, 2001, Midland filed a Voluntary Petition for bankruptcy under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Iowa, Western Division. It was subsequently converted to a Chapter 7 Bankruptcy.

3. Trans Tech was retained by F&M Bank, a creditor of Midland, and the owner of the

PETITION FOR DECLARATORY ORDER

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accounts at issue herein, to perform an audit of the freight bills of Midland.

4. F&M Bank, through Trans Tech, subsequently made several demands upon the Petitioners for the difference between the discounted freight charges that were paid by Petitioners between the years 1999 and 2002 and the original charge amounts. (See Appendixes "A" and "B", attached hereto). Trans Tech claimed this money was owed by Petitioners because payment of the discounted amounts was made outside of the federal credit period of fifteen (15) days, as defined in U.S.C. Title 49, Chapter III, Federal Highway Administration and Department of Transportation Law, Part (377)-Governing Payment of Transportation Charges, Unearned Discounts and Credit Periods Allowed. Trans Tech claims that on the shipments at issue, \$51,524.45 is still owed by Climate Master and \$7,147.91 is still owed by International Environmental.

5. Petitioners contend that no additional money is owed on the shipments at issue for the following reasons:

- a. The Transportation Agreement (the "Agreement") between Midland and LSB Industries, the parent company of the Petitioners, stated that Petitioners were entitled to pay a discounted rate for Midland's services if the freight charges were paid within the first sixty (60) days after the charges were billed. (See copies of the Agreement attached as Exhibit "C").
- b. Under 49 U.S.C.A. §13710(a)(3)(A), Midland would be, and consequently Trans Tech and F&M Bank are, barred from attempting to collect any additional charges at this time because the bill for additional charges was not issued within 180 days of the Petitioner's receipt of any of the original bills.

In the alternative, in the unlikely event that the Board should determine that Petitioners do

PETITION FOR DECLARATORY ORDER

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in fact owe additional freight charges to Midland, Petitioners state that the original freight charge amounts (i.e. those without the agreed upon discount) are unreasonable.

6. The Bankruptcy Court for the Northern District of Iowa, Western Division, upon motion by Petitioners, granted relief from the automatic stay in Midland's bankruptcy proceeding on November 21, 2003 allowing Petitioners to file this petition with the Board. (See copy of signed Order attached as Exhibit "D").

7. The Board has the authority to entertain this Petition based on the following authorities: 49 U.S.C.A. §13701(a) (rates of carrier must be reasonable); §13701(b) (Board can stop or prevent a violation of §13701(a) and prescribe a rate or practice to be applied); §13709(f) (Board makes determination as to reasonableness of challenged rate); §13710(a)(2) (Board determines reasonableness of rates and practices under §13701 or record before it).

8. To allow Trans Tech and F&M Bank to collect the additional freight charges that they seek would lead to the unjust result of defeating the intentions of the parties to the Agreements. Petitioners state that the Agreements between Petitioners and Midland were valid and binding. The Agreements represented continuing contracts which were specifically designed to meet the distinct needs of the Petitioners for consistent, guaranteed service of large volumes of freight. The Agreements imposed commitments on all parties to the Agreements and were bilateral. The Agreements provided, as stated above, that Petitioners had sixty (60) days after the freight charges were billed to pay the discounted rate.

9. The attempt by Trans Tech, a third party audit company, and F&M Bank, a creditor of Midland to change the parties' Agreements constitutes an unlawful and unreasonable practice for which Petitioners are entitled to damages and an award of all attorney fees expended in this matter.

PETITION FOR DECLARATORY ORDER

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10. Further, Midland would be, and consequently Trans Tech and F&M Bank are, barred from attempting to collect any additional charges at this point in time. Under 49 U.S.C.A. §13710(a)(3)(A), "a carrier must issue any bill for charges in addition to those originally billed within 180 days of the receipt of the original bill in order to have the right to collect such charges." As stated above, the charges at issue here were paid by Petitioners in and between 1999 and the beginning of 2002. Petitioners were originally billed by Midland for those charges between June 4, 1999 and July 19, 2001. Trans Tech's demand upon the Climate Master, Inc. is dated February 19, 2003. Trans Tech's demand upon International Environmental, Inc. is dated September 16, 2003. These dates are both obviously far beyond the 180 day limits for attempts to collect additional charges. Therefore, Trans Tech and F&M Bank's collection attempts are unlawful and constitute an unreasonable practice and, consequently, Trans Tech and F&M Bank should be barred from continuing to pursue collection of these additional charges.

11. In the unlikely event that the Board should determine that Trans Tech and F&M Bank's attempts to collect additional charges do not constitute an unreasonable practice, the Petitioners state that the rates originally charged by Midland are unreasonable.

WHEREFORE, Petitioners pray that the Board issue an order setting this matter for determination and after due investigation of the matter in controversy, enter an order:

- a. Finding that it is unreasonable practice for Trans Tech and F&M Bank to attempt to collect additional freight charges from Petitioners on behalf of Midland; or, alternatively,
- b. Finding that the rates charged to Petitioners by Midland were unreasonable; and
- c. Finding that Trans Tech and F&M Bank's attempts to change the Agreements between the Petitioners and Midland constitute an unlawful and unreasonable practice for which Petitioners are entitled to damages in the form of expenses, attorney fees and costs in this matter.

PETITION FOR DECLARATORY ORDER

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The action requested of the Board in this Petition will not result in a significant impact on the quality of the human environment within the meaning of the National Environmental Policy Act of 1969.

DATED: February 5, 2004.

PETITION FOR DECLARATORY ORDER

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Exhibit A

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Trans Tech Solutions, Inc.

The carrier's partner in audit & technology services

<http://www.transtechsolutions.com>

Phone: 615-870-3003

Fax: 615-870-3007

Office hours 8 to 5 Central time

ATTENTION

To:

Company:

As per your request I am sending you the associated documentation with the freight bills on the summary.

For your information, Trans-Tech, is a freight Auditing and Accounting firm. Specializing not only in Transportation Law, but also in Logistics management. We have been contracted to perform a final accounting for the motor carrier who is now out of business and had fallen into Federal Bankruptcy for which you are being billed.

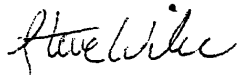
Common charges that may be assessed are:

- Single Shipment Charge
- Hazardous Material Charge
- Arrival Before Notification
- Lift-Gate Delivery
- NMFC Classification Correction
- Discount Forfeiture "Late Payment"

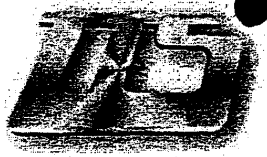
This billing is due because payment of original charges. Was made beyond the Federal credit period. Which is defined in Title (#49), Chapter III. FEDERAL HIGHWAY ADMINISTRATION, and DEPARTMENT OF TRANSPORTATION LAW. PART (377)- GOVERNING PAYMENT OF TRANSPORTATION CHARGES, UNEARNED DISCOUNTS, AND CREDIT PERIODS ALLOWED.

MDTA#(125). Failure to make payment of transportation charges to the carrier for services performed as a common carrier within the allotted federal credit period which starts from the original date of billing results in forfeiture of all discounts, allowances, rates, and brokerage agreements. The carrier may then assess penalty charges in the amount and up to thirty percent, (30%) of the undiscounted amount of the original freight charge. Along with a penalty charge of up to (18%) annum interest, on the undiscounted amount of the freight charge.

TRANS TECH SOLUTIONS,



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Trans Tech Solutions, Inc.

539 Myatt Drive
Suite 100
Madison, TN 37115

[The carrier's partner in audit & technology...]

615.870.3003 - 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

****INVOICE****

MIDLAND
TRANSPORTATION
Vend
541010

Bill To:

CLIMATE MASTER
7300 SW 44TH STREET
OKLAHOMA CITY, OK 73179

Remit TO:

Trans Tech Solutions, Inc.
PO Box 890
Madison, TN 37116-0890

2/19/2003

Due By: 3/6/2003

Description of charges: **Unearned Discount (Charge-Back) ****
Reason: **Bill Paid Beyond Federal Time Frame For Freight Payment (15 days)**
Motor Carrier: **Midland Transportation**

Invoice #	Description & Percentage of Discount	Late	Ref Bol	Ref Order	Amt Due	Ck #	Ck Amt	Ck Date
CHI495801	*** LESS DISCOUNT *****	72.0	45 156854	NONE AVAIL	349.96	130804	138.14	12/2/1999
CHI497473	*** LESS DISCOUNT *****	72.0	45 157116		676.19	131118	266.90	12/15/1999
CHI497534	*** LESS DISCOUNT *****	72.0	45 156983		185.08	130952	73.05	12/9/1999
CHI500237	*** LESS DISCOUNT *****	72.0	57 157448	NONE AVAIL	522.68	131411	206.31	1/10/2000
CHI500247	*** LESS DISCOUNT *****	72.0	53 157574		525.22	131584	207.31	1/12/2000
CHI500253	*** LESS DISCOUNT *****	72.0	49 158599	NONE AVAIL	286.33	132763	113.02	3/3/2000
CHI507946	*** LESS DISCOUNT *****	72.0	46 156725	96889	232.32	130589	91.71	11/29/1999
CHI517369	*** LESS DISCOUNT *****	72.0	48 156286	NONE STATED	153.47	130186	59.68	11/12/1999
CHI517993	*** LESS DISCOUNT *****	72.0	49 157839		498.91	131751	196.93	1/21/2000
CHI518877	*** LESS DISCOUNT *****	72.0	59 165522		249.57	139941	101.90	1/8/2001
CHI530005	*** LESS DISCOUNT *****	72.0	48 160083	99749	177.16	134476	70.62	5/10/2000
CHI530009	*** LESS DISCOUNT *****	72.0	49 160619	NONE AVAIL	507.46	134840	202.27	5/26/2000
CHI530013	*** LESS DISCOUNT *****	72.0	49 161614	NONE AVAIL	499.85	135821	200.21	7/10/2000
CHI530028	*** LESS DISCOUNT *****	72.0	45 159762	NONE AVAIL	140.98	133951	56.19	4/19/2000
CHI530031	*** LESS DISCOUNT *****	72.0	45 159898	NONE AVAIL	490.96	134130	195.70	4/27/2000
CHI530076	*** LESS DISCOUNT *****	72.0	49 160262	NONE AVAIL	499.85	134641	199.24	5/18/2000
CHI530082	*** LESS DISCOUNT *****	72.0	263 160762		153.47	139941	61.77	1/8/2001
CHI530085	*** LESS DISCOUNT *****	72.0	239 161395	NONE AVAIL	835.75	139941	333.14	1/8/2001
CHI532398	*** LESS DISCOUNT *****	72.0	46 157683		235.64	131584	91.64	1/12/2000
CHI535652	*** LESS DISCOUNT *****	72.0	65 63446	NS	478.66	137916	191.73	10/10/2000
CHI535783	*** LESS DISCOUNT *****	72.0	47 160904		662.23	135333	265.26	6/14/2000
CHI536402	*** LESS DISCOUNT *****	72.0	50 161058		292.12	35486	117.01	6/23/2000
CHI540729	*** LESS DISCOUNT *****	72.0	53 161951	NONE AVAIL	574.46	136354	230.10	7/31/2000
CHI540730	*** LESS DISCOUNT *****	72.0	49 162155		158.18	136354	63.37	7/31/2000
CHI540742	*** LESS DISCOUNT *****	72.0	57 163209	NONE AVAIL	170.84	137572	68.77	9/22/2000
CHI540750	*** LESS DISCOUNT *****	72.0	60 164214		386.11	138769	154.66	11/3/2000
CHI541502	*** LESS DISCOUNT *****	72.0	51 162676		289.22	136954	115.85	8/23/2000
CHI541510	*** LESS DISCOUNT *****	72.0	53 162826	NONE AVAIL	695.22	137109	278.47	8/31/2000
CHI541516	*** LESS DISCOUNT *****	72.0	56 163417	NONE AVAIL	155.02	137726	62.10	9/28/2000
CHI544870	*** LESS DISCOUNT *****	72.0	49 158490		398.41	132616	157.26	2/24/2000
CHI544900	*** LESS DISCOUNT *****	72.0	44 159468	NONE AVAIL	224.62	133602	89.53	4/5/2000
CHI544902	*** LESS DISCOUNT *****	72.0	48 158833	NONE AVAIL	536.83	133072	212.95	3/15/2000
CHI544914	*** LESS DISCOUNT *****	72.0	45 159133	NONE AVAIL	926.11	133270	367.35	3/23/2000
CHI549276	*** LESS DISCOUNT *****	72.0	56 164242	NONE AVAIL	158.18	138769	63.37	11/3/2000
CHI5568022	*** LESS DISCOUNT *****	72.0	57 165610	NONE AVAIL	211.97	139941	86.96	1/8/2001

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Trans Tech Solutions, Inc.

539 Myatt Drive
Suite 100
Madison, TN 37115

[The carrier's partner in audit & technology...]

615.870.3003 - 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

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CHI556813Z	*** LESS DISCOUNT *****	72.0	52	165678	NONE AVAIL	256.26	139941	104.63	1/8/2001
CHI564066	*** LESS DISCOUNT *****	72.0	49	161680	NONE AVAIL	142.07	135991	56.91	7/14/2000
CHI567476	*** LESS DISCOUNT *****	72.0	53	165942		255.37	140380	104.28	1/22/2001
CID310739	*** LESS DISCOUNT *****	72.0	49	N/A	835771	483.70	130589	188.10	11/29/1999
CID310742	*** LESS DISCOUNT *****	72.0	45	N/A	836411	362.94	130952	143.27	12/9/1999
CID310745	*** LESS DISCOUNT *****	72.0	48	N/A	837271	198.17	131584	78.22	1/12/2000
CID310747	*** LESS DISCOUNT *****	72.0	53	N/A	837091	198.17	131751	78.22	1/21/2000
CID310750	*** LESS DISCOUNT *****	72.0	49	N/A	NS	198.17	132112	78.22	2/7/2000
CID311826	*** LESS DISCOUNT *****	72.0	48	838321	NS	198.17	132763	78.22	3/3/2000
CID316895	*** LESS DISCOUNT *****	72.0	49	N/A	840781/651	335.24	134130	133.63	4/27/2000
CID325647	*** LESS DISCOUNT *****	72.0	45	835501	NS	202.70	129991	78.83	11/4/1999
CID326317	*** LESS DISCOUNT *****	72.0	49	N/A	835501	240.38	129991	93.48	11/4/1999
CID327873	*** LESS DISCOUNT *****	72.0	60	N/A	834891	546.57	129991	212.56	11/4/1999
CID333806	*** LESS DISCOUNT *****	72.0	53	N/A	843381	205.08	135821	82.14	7/10/2000
CID333847	*** LESS DISCOUNT *****	72.0	50	742891,84336		507.88	135991	203.44	7/14/2000
CID339337	*** LESS DISCOUNT *****	72.0	48	N/A	842831	195.20	135659	77.81	6/30/2000
CID342605	*** LESS DISCOUNT *****	72.0	49	N/A	RGA11630	507.88	136167	203.44	7/24/2000
OKC041376	*** LESS DISCOUNT *****	70.0	58	24300		38.35	141780	49.92	4/16/2001
OKC041379	*** LESS DISCOUNT *****	70.0	58	120303		220.91	141780	98.47	4/16/2001
OKC041380	*** LESS DISCOUNT *****	70.0	57	120399	054402	37.50	141780	49.92	4/16/2001
OKC041381	*** LESS DISCOUNT *****	70.0	56	120481	89522	75.93	141780	49.92	4/16/2001
OKC041382	*** LESS DISCOUNT *****	70.0	53	120544	054402	36.27	141780	49.92	4/16/2001
OKC041383	*** LESS DISCOUNT *****	70.0	51	120550		118.86	141780	52.98	4/16/2001
OKC041384	*** LESS DISCOUNT *****	70.0	51	120622	5689/KSU	178.12	141780	79.38	4/16/2001
OKC041385	*** LESS DISCOUNT *****	70.0	51	120606		178.21	141780	79.44	4/16/2001
QUD106684	*** LESS DISCOUNT *****	72.0	48	836921	936921	213.88	131937	84.43	1/28/2000
QUD108296	*** LESS DISCOUNT *****	72.0	50	N/A	842231	330.29	135821	132.29	7/10/2000
QUD108297	*** LESS DISCOUNT *****	72.0	49	N/A	842831	835.68	135991	334.73	7/14/2000
QUD112204	*** LESS DISCOUNT *****	72.0	63	835061	835061	215.70	129991	83.88	11/4/1999
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QUD112916	*** LESS DISCOUNT *****	72.0	46	155453		368.42	129278	143.28	10/8/1999
QUD112922	*** LESS DISCOUNT *****	72.0	43	155500		159.41	129278	61.99	10/8/1999
QUD114758	*** LESS DISCOUNT *****	72.0	47	156130		90.57	129991	48.00	11/4/1999
QUD114761	*** LESS DISCOUNT *****	72.0	46	156148		66.64	129991	48.00	11/4/1999
QUD114783	*** LESS DISCOUNT *****	72.0	42	156481		555.67	130362	216.09	11/18/1999
QUD114908	*** LESS DISCOUNT *****	72.0	46	155665		174.15	129449	67.72	10/15/1999
QUD114916	*** LESS DISCOUNT *****	72.0	61	155970		82.17	129991	48.00	11/4/1999
QUD114918	*** LESS DISCOUNT *****	72.0	60	155789		117.86	129991	48.00	11/4/1999
QUD114933	*** LESS DISCOUNT *****	72.0	41	155914		255.82	129624	99.48	10/21/1999
QUD114946	*** LESS DISCOUNT *****	72.0	45	155958		66.64	129810	48.00	10/28/1999
QUD114950	*** LESS DISCOUNT *****	72.0	48	156050		384.34	129991	149.46	11/4/1999
QUD117761	*** LESS DISCOUNT *****	72.0	42	N/A	836411	202.72	130952	80.02	12/9/1999
QUD119930	*** LESS DISCOUNT *****	72.0	45	N/A	841391/84111	353.35	134476	140.85	5/10/2000
QUD119935	*** LESS DISCOUNT *****	72.0	49	N/A	842231	244.68	35486	98.01	6/23/2000
QUD119941	*** LESS DISCOUNT *****	72.0	47	N/A	842231	244.68	35486	98.01	6/23/2000
QUD120562	*** LESS DISCOUNT *****	72.0	46	N/A	838951,83832	371.71	133270	144.55	3/23/2000
QUD120569	*** LESS DISCOUNT *****	72.0	48	N/A	841111	141.05	134476	56.22	5/10/2000
QUD120729	*** LESS DISCOUNT *****	72.0	46	836921	836921	344.01	133602	133.78	4/5/2000
QUD121167	*** LESS DISCOUNT *****	72.0	50	N/A	841601	172.82	135018	69.56	6/5/2000
QUD121356	*** LESS DISCOUNT *****	72.0	46	N/A	842231	244.68	135170	98.49	6/9/2000
QUD122826	*** LESS DISCOUNT *****	72.0	45	N/A	841791	171.11	135333	68.54	6/14/2000
QUD123052	*** LESS DISCOUNT *****	72.0	49	N/A	843431	1,200.72	136167	480.96	7/24/2000
QUD123068	*** LESS DISCOUNT *****	72.0	49	N/A	842831	181.30	136354	72.63	7/31/2000
QUD123212	*** LESS DISCOUNT *****	72.0	56	N/A	842231	181.30	135821	72.27	7/10/2000
QUD124157	*** LESS DISCOUNT *****	72.0	47	841601		213.88	134840	85.26	5/26/2000
QUD125188	*** LESS DISCOUNT *****	72.0	53	N/A	844761	219.30	137427	87.85	9/15/2000
QUD130639	*** LESS DISCOUNT *****	72.0	56	NA	843161	844.41	136611	338.23	8/14/2000
STL066728	*** LESS DISCOUNT *****	72.0	233	NS	695086	84.45	132270	48.00	2/9/2000
STL068089	*** LESS DISCOUNT *****	72.0	46	N/A	409572	231.07	130589	91.21	11/29/1999

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Trans Tech Solutions, Inc.

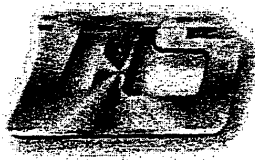
539 Myatt Drive
Suite 100
Madison, TN 37115

[The carrier's partner in audit & technology...]

615.870.3003 - 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

****INVOICE****

STL070909	*** LESS DISCOUNT *****	72.0	57	27272	SEE BELOW	427.28	131411	168.66	1/10/2000
STL071113	*** LESS DISCOUNT *****	72.0	44	805338	411881	255.72	131118	100.94	12/15/1999
STL072673	*** LESS DISCOUNT *****	72.0	50	N/A	695086	48.52	130589	48.00	11/29/1999
STL072852	*** LESS DISCOUNT *****	72.0	41	N/A	695086	42.45	129624	48.00	10/21/1999
STL072875	*** LESS DISCOUNT *****	72.0	167	1056677-0001	695086	84.45	132918	48.00	3/9/2000
STL073761	*** LESS DISCOUNT *****	72.0	43	1057506-0001	695086	130.24	130589	51.41	11/29/1999
STL076759	*** LESS DISCOUNT *****	72.0	201	N/A	695086	142.43	132918	55.39	3/9/2000
STL076775	*** LESS DISCOUNT *****	72.0	46	794472	834667	436.03	129278	169.57	10/8/1999
STL079123	*** LESS DISCOUNT *****	72.0	46	10566110001	695086	48.52	129991	48.00	11/4/1999
STL080588	*** LESS DISCOUNT *****	72.0	46	796676	409281	272.95	129449	106.15	10/15/1999
STL081682	*** LESS DISCOUNT *****	72.0	46	830370	419641,	270.25	134476	107.73	5/10/2000
STL082233	*** LESS DISCOUNT *****	72.0	48	34211	420001	825.48	134840	329.05	5/26/2000
STL082239	*** LESS DISCOUNT *****	72.0	50	804571	420461	274.63	135018	110.54	6/5/2000
STL082496	*** LESS DISCOUNT *****	72.0	53	835741	420001	233.67	137572	94.05	9/22/2000
STL082527	*** LESS DISCOUNT *****	72.0	53	836745	420001	228.18	137427	93.79	9/15/2000
STL083228	*** LESS DISCOUNT *****	72.0	50	836741	420001	475.93	135991	190.63	7/14/2000
STL083382	*** LESS DISCOUNT *****	72.0	46	36892	420001	319.19	135991	127.85	7/14/2000
STL083974	*** LESS DISCOUNT *****	72.0	59	45381	420001	272.45	138948	109.13	11/9/2000
STL086526	*** LESS DISCOUNT *****	72.0	56	836745	420001	189.65	137284	75.96	9/11/2000
STL086529	*** LESS DISCOUNT *****	72.0	64	836745	420001	165.75	137916	66.39	10/10/2000
STL086539	*** LESS DISCOUNT *****	72.0	63	43235	420001	296.19	138093	118.64	10/16/2000
STL086959	*** LESS DISCOUNT *****	72.0	56	36117	420001	231.27	135821	92.19	7/10/2000
STL087189	*** LESS DISCOUNT *****	72.0	50	845270	423571	214.22	136167	85.81	7/24/2000
STL087190	*** LESS DISCOUNT *****	72.0	49	836741	420001	147.26	136167	58.99	7/24/2000
STL087196	*** LESS DISCOUNT *****	72.0	49	836747	420001	189.35	136354	75.84	7/31/2000
STL087200	*** LESS DISCOUNT *****	72.0	56	836741	420001	265.64	136611	106.40	8/14/2000
STL088681	*** LESS DISCOUNT *****	72.0	46	824181	418081	176.00	133270	82.13	3/23/2000
STL089172	*** LESS DISCOUNT *****	72.0	45	828051	419161	394.03	133951	157.07	4/19/2000
STL090158	*** LESS DISCOUNT *****	72.0	45	826278	418831,	216.23	133773	86.19	4/12/2000
STL090730	*** LESS DISCOUNT *****	72.0	47	825295	418591	213.23	133602	84.99	4/5/2000
STL094288	*** LESS DISCOUNT *****	72.0	45	811659	SEE BELOW	233.05	131584	91.99	1/12/2000
STL095055	*** LESS DISCOUNT *****	72.0	56	863940	426941	223.39	138769	89.49	11/3/2000
STL096725	*** LESS DISCOUNT *****	72.0	56	43627	420001	320.67	138093	128.45	10/16/2000
STL098377	*** LESS DISCOUNT *****	72.0	53	45753	420001	298.06	138948	119.97	11/9/2000
STL098381	*** LESS DISCOUNT *****	72.0	56	46153	420001	290.43	139102	117.46	11/20/2000
STL099574	*** LESS DISCOUNT *****	72.0	59	836751	420001	322.05	139810	132.13	12/21/2000
STL099830	*** LESS DISCOUNT *****	72.0	71	49791	420001	405.64	139941	165.64	1/8/2001
STL100553	*** LESS DISCOUNT *****	72.0	64	876943	601077,	285.03	139941	116.38	1/8/2001
STL100668	*** LESS DISCOUNT *****	72.0	56	836745	420001	348.22	140380	140.94	1/22/2001
STL100673	*** LESS DISCOUNT *****	72.0	50	52455		322.56	140380	131.71	1/22/2001
STL100675	MANUAL DISCOUNT	72.0	72	830748		212.16	140741	86.64	2/19/2001
STL100761	*** LESS DISCOUNT *****	72.0	53	47304	420001	278.61	139264	113.77	11/24/2000
STL100765	*** LESS DISCOUNT *****	72.0	66	836741	420001	304.05	139612	124.15	12/14/2000
STL100767	*** LESS DISCOUNT *****	72.0	59	48960	420001	380.07	139612	155.93	12/14/2000
STL101027	*** LESS DISCOUNT *****	72.0	57	836745	420001	253.58	139941	104.04	1/8/2001
STL101092	*** LESS DISCOUNT *****	72.0	50	51652	420001	336.74	139941	137.51	1/8/2001
STL101477	*** LESS DISCOUNT *****	70.0	57	035745	420001	239.72	141166	106.84	3/12/2001
STL101482	*** LESS DISCOUNT *****	70.0	49	55575	420001	264.23	141303	117.77	3/15/2001
STL101499	*** LESS DISCOUNT *****	70.0	43	884947	420001	129.79	142100	57.58	4/30/2001
STL101529	*** LESS DISCOUNT *****	70.0	58	836756	4200001	184.17	140996	82.48	3/5/2001
STL101674	*** LESS DISCOUNT *****	70.0	46	836747	420001	189.02	141385	84.25	3/19/2001
STL103366	*** LESS DISCOUNT *****	72.0	47	836741	420001	289.59	35486	116.00	6/23/2000
STL113957	*** LESS DISCOUNT *****	70.0	50	836795	420001	214.55	143313	124.07	7/17/2001
STL114254	*** LESS DISCOUNT *****	70.0	53	836741	420001	264.88	142392	116.93	5/22/2001
STL114410	*** LESS DISCOUNT *****	70.0	50	59911	420001	184.67	142392	81.51	5/22/2001
STL114418	*** LESS DISCOUNT *****	70.0	51	59722		296.67	142392	130.95	5/22/2001
STL115417	*** LESS DISCOUNT *****	70.0	51	836756	420001	227.89	142559	100.60	5/29/2001
STL115581	*** LESS DISCOUNT *****	70.0	49	902367	785547000	264.88	142687	116.36	6/4/2001
STL115770	*** LESS DISCOUNT *****	70.0	46	836741	420001	194.10	142797	85.27	6/11/2001



Trans Tech Solutions, Inc.

539 Myatt Drive
Suite 100
Madison, TN 37115

[The carrier's partner in audit & technology...]

615.870.3003 - 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

****INVOICE****

STL115831	*** LESS DISCOUNT *****	70.0	51	61563	420001	224.39	142893	98.56	6/19/2001
STL115836	*** LESS DISCOUNT *****	70.0	57	62169	420001	194.38	143123	74.66	7/3/2001
STL117817	*** LESS DISCOUNT *****	70.0	50	897424	432111000	328.98	141823	146.63	4/16/2001
STL118499	*** LESS DISCOUNT *****	70.0	57	56806	42001	210.80	141780	93.95	4/16/2001
STL119665	*** LESS DISCOUNT *****	70.0	50	62796	420001	264.88	143123	116.93	7/3/2001
STL120032	*** LESS DISCOUNT *****	70.0	56	63311	420001	194.92	143268	86.04	7/16/2001
STL120230	*** LESS DISCOUNT *****	70.0	44	65631	420001	409.50	143740	182.52	8/7/2001
STL123627	*** LESS DISCOUNT *****	70.0	46	85181		445.55	143867	198.59	8/17/2001
STL123679	*** LESS DISCOUNT *****	70.0	47	54529	420001	290.40	143563	128.81	7/27/2001
STL123688	*** LESS DISCOUNT *****	70.0	50	909636	420001	171.31	143459	75.99	7/24/2001
STL123701	*** LESS DISCOUNT *****	70.0	47	64568	420001	300.44	143563	133.27	7/27/2001
STL123702	*** LESS DISCOUNT *****	70.0	131	885301	420001	376.15	144458	165.24	12/14/2001
STL123826	*** LESS DISCOUNT *****	70.0	224	67634	420001	486.42	146907	214.71	3/4/2002
STL123851	*** LESS DISCOUNT *****	70.0	52	909636		501.14	144175	222.29	9/5/2001
STL123980	*** LESS DISCOUNT *****	70.0	58	885301	420001	485.51	144005	215.36	9/5/2001
STL124129	*** LESS DISCOUNT *****	70.0	138	914162	420001	490.32	144416	216.43	12/14/2001

Our records indicate that the midland invoices listed were paid late, thus are subject to a loss of the amount of discount as given on the original bill.

Please Remit The Amount:

\$ 49,901.85

Average Late:
58

Total Assigned & PAYABLE WITHIN 15 (FIFTEEN
DAYS) **ONLY TO
TRANS TECH SOLUTIONS, INC.
AT THE 'REMIT TO' ADDRESS INDICATED.

000013



TRANS TECH SOLUTIONS, INC.

539 Myatt Drive
Suite 100
Madison, TN 37115

[The carrier's partner in audit & technology...]

615.870.3003 - 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

>> Our records indicated non-payment on the following bills. If you have paid this amount, please disregard this notice.

Bill Date: 01/24/2003
Past Due On: 02/08/2003

CLIMATE MASTER
7300 SW 44TH STREET
PO BOX 25788
OKLAHOMA CITY, OK 73125

Past Due (Already Sent Bills With Original Statement.)

Midland Pro#	Original Amt.	Interest	Due Now
OKC041376-S	15.00	0.65	15.65
OKC041378-S	15.00	0.65	15.65
OKC041380-S	15.00	0.65	15.65
OKC041381-S	15.00	0.65	15.65
OKC041382-S	15.00	0.65	15.65
OKC041383-S	15.00	0.65	15.65
OKC041386-S	15.00	0.65	15.65
OKC041387-S	15.00	0.65	15.65
OKC041388-S	65.64	2.86	68.50
STL123682-S	15.00	0.62	15.62

RECEIVED
APR 11 2003

000014



TRANS TECH SOLUTIONS, INC.

539 Myatt Drive
Suite 100
Madison, TN 37115

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615.870.3003 - 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

01/24/2003
Due By:02/08/2003

CLIMATE MASTER
7300 SW 44TH STREET
PO BOX 25788
OKLAHOMA CITY, OK 73125

Balance Due Summary -- Bills attached

Midland Pro#	Balance Due
OKC041376	15.00
OKC041378	15.00
OKC041380	15.00
OKC041381	15.00
OKC041382	15.00
OKC041383	15.00
OKC041386	15.00
OKC041387	15.00
OKC041388	65.64
STL123682	15.00

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FEB 24 2003

000015

TTI Bills Included: 10



TRANS TECH SOLUTIONS, INC.

539 Myatt Drive
Suite 100
Madison, TN 37115

[The carrier's partner in audit & technology...]

615.870.3003 - 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

04/16/2003
Due By:05/01/2003

CLIMATE MASTER
7300 SW 44TH STREET

OKLAHOMA CITY, OK 73179

Balance Due Summary -- Bills attached

Midland Pro.#	Balance Due
CHI495801	5.17
CHI497450	23.10
CHI500101	68.78
CHI507931	46.14
CHI530032	42.45
CHI530076	1.58
CHI535741	41.69
CHI535743	44.16
CHI536512	62.43
CHI541508	28.14
CHI541533	28.14
CHI541542	28.14
CHI541548	28.14
CHI544852	28.14
CHI544893	28.14
CHI544903	28.14
CHI545054	28.14
CID310742	4.48
CID316895	3.21
CID333847	5.61
QUD108296	-1.15
QUD114908	23.70
QUD114918	14.70
QUD114950	52.32
STL064518	42.14
STL066841	40.14
STL082863	40.14
STL098377	1.03
STL098381	0.60
STL103366	25.74

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APR 23 2003

000016

Trans Tech Solutions, Inc.

539 Myatt Drive
Suite 100
Madison, TN 37115

[The carrier's partner in audit & technology...]

Audit Summary See Attached Bills For Details

Bill TO:

CLIMATE MASTER
7300 SW 44TH STREET

OKLAHOMA CITY, OK 73179



Remit TO: PO Box 890
Madison, TN 37115

615.870.3003 615.870.3001
Fax us! 615.870.3007 or 615.870.3006

Bill Date: 2/27/2003 - Due On: 3/14/2003

Pro Number	Amt Due:
STL066728-S	15.00
STL066841-S	15.00
STL080580-S	15.00
STL079102-S	15.00
STL073869-S	15.00
QUD114916-S	15.00
QUD114918-S	15.00
STL072852-S	15.00
STL072875-S	15.00
CHI517369-S	15.00
STL068368-S	15.00
STL072658-S	15.00
CHI507931-S	15.00
STL072659-S	15.00
CHI507939-S	15.00
STL072673-S	15.00
CHI507942-S	15.00
STL068096-S	15.00
STL073761-S	15.00
CHI497450-S	15.00
CHI500101-S	15.00
CHI544852-S	15.00
CHI544903-S	15.00
CHI544893-S	15.00
CHI545054-S	15.00
CHI530028-S	15.00
CHI530082-S	15.00
QUD122826-S	15.00
CHI535741-S	15.00
CHI535743-S	15.00
CHI564066-S	15.00
CHI540730-S	15.00
CHI536512-S	15.00
CHI541508-S	15.00
CHI541516-S	15.00
CHI541533-S	15.00
CHI541542-S	15.00
CHI541548-S	15.00
CHI549276-S	15.00
CHI559697-S	15.00

000017

RECEIVED
MAR 13 2003

Total Assigned & PAYABLE WITHIN 15 (FIFTEEN
DAYS) **ONLY TO
TRANS TECH SOLUTIONS, INC.

Exhibit B

000018

Trans Tech Solutions, Inc.

Administrative Dept.
Post Office Box 890
Madison, TN 37116-0890
615.826-5124 - 615.826-5212
Fax us! 615.826-5155



9/16/2003
Accounts Payable Supervisor
International Environmental
5000 Sw 7Th Street
Po Box 25608
Oklahoma City,

OK 73125

Dear Sirs:

Re: Midland Transportation Co.,

Your Account is severely past due. If not paid IN FULL immediately, your account WILL be reported to the three major credit bureaus as delinquent. Depending on the actual amount, one of the following WILL occur. (A) Our Attorney will contact you regarding the delinquent amount due. (B) The delinquent accounts will be forwarded to Dunn & Bradstreet for collection. Your communication and acknowledgment of these amounts due so far have been unrealistic.

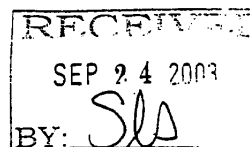
Your company's freight payment practices are in violation of Federal Transportation Law Title 49 CFR 377.203C. Your response thus far is incongruent with the situation at hand, and that of someone grossly misinformed. According to my calculations, your account is due now in the amount of: \$8,069.99.

Rest assured --- the law allows us to collect these particular amounts due with vigor. If you need to make some type of payment arrangements, I will try to accommodate you and your company. I must be contacted as soon as possible, as I have only seven business days to dispose of this matter from my desk. Thank you for your prompt response and attention to this serious matter. If necessary - TTS will provide a claim release associated with the above and herein described amounts, to include debts, past present and future relating to this matter.

Regards,

M. Bozeman

Melissa Bozeman
VP - Finance
Trans Tech Solutions, Inc.



*Remit immediately in order to prevent impending legal action, and preserve you credit rating.

000019



Trans Tech Solutions, Inc.

[The carrier's partner in audit & technology...]

PO Box 890
Madison, TN 37116-0890
615.826.5124 or 615.826.5212
Fax us! 615.826.5155
INVOICE

Bill To:

INTERNATIONAL ENVIRONMENTAL
5000 SW 7TH STREET
PO BOX 25608
OKLAHOMA CITY, OK 73125

Remit TO:
Trans Tech Solutions, Inc.
PO Box 890
Madison, TN 37116-0890

9/24/2003

Due By: 10/9/2003

Description of charges: Unearned Discount (Charge-Back) **
Reason: Bill Paid Beyond Federal Time Frame For Freight Payment (15 days)
Motor Carrier: Midland Transportation

Invoice #	Description & Percentage of Discount	Late	Ref Bol	Ref Order	Amt Due	Ck #	Ck Amt	Ck Date
OKC040902	*** LESS DISCOUNT *****	70.0	50 30779		135.49	136952	59.52	6/11/2001
OKC040903	*** LESS DISCOUNT *****	70.0	46 29268		65.23	136711	49.20	5/29/2001
OKC040905	*** LESS DISCOUNT *****	70.0	46 32804		385.77	136827	169.46	6/5/2001
OKC040906	*** LESS DISCOUNT *****	70.0	50 32812		563.58	136952	247.57	6/11/2001
OKC040907	*** LESS DISCOUNT *****	70.0	51 52938		51.00	137479	49.44	7/16/2001
OKC040909	*** LESS DISCOUNT *****	70.0	60 32983	41201S	485.42	137256	213.24	7/6/2001
OKC040911	*** LESS DISCOUNT *****	70.0	56 33121		259.40	137449	114.51	7/16/2001
OKC040912	*** LESS DISCOUNT *****	70.0	50 31339	465641	1,160.54	137732	514.78	7/30/2001
OKC040913	*** LESS DISCOUNT *****	70.0	52 33188		522.88	137479	230.81	7/16/2001
OKC040917	*** LESS DISCOUNT *****	70.0	44 31399		159.47	137765	70.73	7/30/2001
OKC041578	*** LESS DISCOUNT *****	70.0	51 29287		220.19	135112	99.09	3/5/2001
OKC041581	*** LESS DISCOUNT *****	70.0	60 29353		200.30	135507	89.27	3/22/2001
OKC041582	*** LESS DISCOUNT *****	70.0	56 N/A		37.41	135507	49.92	3/22/2001
OKC041583	*** LESS DISCOUNT *****	70.0	49 1760	C64F30246	625.95	135644	279.00	3/30/2001
OKC041585	*** LESS DISCOUNT *****	70.0	50 29768	4533	50.92	135826	49.92	4/13/2001
OKC041588	*** LESS DISCOUNT *****	.0	53 50563		38.58	135549	90.04	3/26/2001
OKC041594	*** LESS DISCOUNT *****	70.0	53 1785		41.42	136535	49.44	5/22/2001
OKC041596	*** LESS DISCOUNT *****	70.0	60 32517		41.42	136479	49.68	5/21/2001
OKC049179	*** LESS DISCOUNT *****	70.0	44 31567	469361	331.93	137844	147.95	8/7/2001
OKC049180	*** LESS DISCOUNT *****	70.0	216 31573	41701P	608.02	140426	271.00	1/24/2002
OKC049181	*** LESS DISCOUNT *****	70.0	60 31662	NONE AVAIL	239.76	138145	106.36	9/5/2001
OKC049183	*** LESS DISCOUNT *****	70.0	48 31768	1746-1006-PO	388.40	137981	173.11	8/17/2001
OKC049186	*** LESS DISCOUNT *****	70.0	51 31834	462911	231.77	138296	102.81	9/5/2001
OKC049189	*** LESS DISCOUNT *****	70.0	53 31967	471061	152.85	138247	67.79	9/5/2001
OKC409188	*** LESS DISCOUNT *****	70.0	49 33709	PO106336HG	150.21	138037	66.63	8/23/2001

000000



[The carrier's partner in audit & technology...]

Trans Tech Solutions, Inc.

PO Box 890
Madison, TN 37116-0890
615.826.5124 or 615.826.5212
Fax us! 615.826.5155

****INVOICE****

Our records indicate that the midland invoices listed were paid late, thus are subject to a loss of the amount of discount as given on the original bill.
Please Remit The Amount:

\$ 7,147.91

Average Late:
58

Total Assigned & PAYABLE WITHIN 15 (FIFTEEN
DAYS) **ONLY TO
TRANS TECH SOLUTIONS, INC.
AT THE 'REMIT TO' ADDRESS INDICATED.

000021

Exhibit C

000022

12/08/00 12:13 FAX 405 231-0922
12/08/2000 10:46 FAX 641 752 3863

MIDLAND TRANSP
MIDLAND

+ MIDLAND-OKC

002
002

MIDLAND TRANSPORTATION

P.O. Box 673
Marshalltown, IA 50158
800-274-8104

Account ID: LSBPO3NO

Rep: Lisa Wilson

Bill to ID:

Item #: 816

Transportation Agreement

Account Name: LSB Industries c/o Source One Global

Address: P.O. Box 194318

City: Little Rock

State: AR

Zip: 72219-

Telephone #: (877) 250-2476

Attention: John Arnoldy

Discounts and Minimum Charges Apply as Follows:

State	AR	CO	IA	IL	KS	MN	MO	ND	NE	OK	SD	TX	WI	WY	Partner
Discount	70	70	70	70	70	70	70	70	70	70	70	70	70	70	
Minimum Charge	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	\$48.00	

NMFC Classification: FAK 88

If Regional Partner Discounts Apply, See Following:

WEST: Discount Min Chrg: 0

EAST CENTRAL: Discount Min Chrg: 0

NORTHEAST: Discount Min Chrg: 0

SOUTHEAST: Discount Min Chrg: 0

SOUTH: Discount Min Chrg: 0

Notes: Discount will also apply on inbound and outbound collect shipments. Pricing to apply to all LSB Industries locations in Oklahoma, Kansas, and Arkansas. Shipments will rate off of the ASF 504P rate base. This pricing will remain in effect until December 31, 2001.

Tariffs: MDTA 125 - Rules Tariff and subsequent issues thereof
Current MDTA 504 Series - Intrastate Iowa Class Tariff
Current MDTA 500 Series - Interstate Class Tariff
Current MID001 through MID009 - Midland private intrastate Iowa tariff, when applicable
Current MIDNE1 - Midland private intrastate Nebraska tariff, when applicable
Current MDTA 505 Series - Intrastate Kansas Class Tariff, when applicable

All tariffs named above are on file at Midland's corporate office and are available for inspection.

General conditions and provisions are provided on page 2 of this agreement.

Verbal Rate Quotations are not binding on Midland Transportation Co. as they are often based on estimates. Charges will be based on actual weight, origin, destination, and class of freight tendered, unless so specified in a tariff or contract.

Please Return Signed Copy To:

Agreed:

Midland Transportation Co.

By:

Michael J. Mattox
Vice President of Finance

Agreed:

LSB Industries c/o Source One Global

By:

Title:

Vice President

Effective Date:

12/4/00

Date:

12/6/00

000023

General Conditions and Provisions

The "Transportation Agreement" on the reverse side of this document will be governed by the provisions shown herein.

1. Midland Transportation Co. (MDTA) certifies it is a Motor common carrier of property authorized to transport freight for hire in interstate and intrastate commerce under Interstate Commerce Commission Authority Number MC-135081.
2. All Shipments are subject to the Bill of Lading Act, the provisions of which are shown in the National Motor Freight Classification 100 series.
3. All shipments are subject to the rules, classification provisions and packaging requirements of the National Motor Freight Classification Tariff 100 series. This NMFC is on file with the ICC, and a MDTA participation certificate will be furnished upon request.
4. Discounts apply only to LTL shipments. LTL defined as 20,000 lbs. or less.
5. Unless otherwise specifically shown on the reverse side, the provisions as shown in MDTA 125 will apply. "Accessorial Services" (such as COD, Reconsignment, Redelivery, Storage, etc.) may be subject to additional charges. A copy of these provisions will be furnished upon request.
6. Over, short and damage (OS&D) shipments will be subject to the claim provisions of NMF 100 series. Claims must be filed within 9 months from date of shipment. For any concealed damage, inspections must be requested within 15 days of date shipment was delivered. MDTA will be given credit for any return goods, including salvage value on damaged shipments. Claims will be filed based on claimant's cost unless the shipment is subject to released value provisions in NMF 100 series.
7. Interline carriers: This transportation agreement allows for a discount on "interline" shipments. The discount will apply with all carriers having an agreement in place with MDTA. The amount of discount is limited to the maximum agreed upon discount between MDTA and that particular interline carrier. The amount of the absolute minimum charge after application of discount will also be based on the absolute minimum agreed upon between MDTA and that particular interline carrier. If you are shipping between states other than AR, CO, IA, IL, KS, MN, MO, NE, ND, OK, SD, TX, or WI you need to call 800-274-9104 for a rate quote, as concuring carrier discount and FAK levels to other states may not allow your current pricing. If your pricing includes interline discounts by region, the regions and states are as follows:
WEST = AZ, CA, ID, NM, NV, OR, UT, WA EAST CENTRAL = IN, MI, OH NORTHEAST = CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, WV SOUTHEAST = AL, GA, KY, MS, NC, SC, TN
SOUTH = FL, LA
8. The provisions in this agreement will apply when the customer is the payor of the freight charges either as a shipper, consignee, or third-party payor and Midland is the originating carrier.
9. Any shipment that is subject to an allowance, rebate or refund will clearly state so in the body of the freight bill, as required by the "Negotiated Rates Act of 1993".
10. The provisions of this agreement, as well as the rates and charges shown on the MDTA freight bills, will be in accordance with and subject to the provisions of the "Trucking Industry Regulatory Reform Act of 1994". This agreement will be filed and maintained at 2075 Marshalltown Blvd., Marshalltown, IA 50156. Either party has 180 days from time of payment to file an undercharge or overcharge claim for any errors in the charges or in payment. Overcharge claims for less than \$10.00 per freight bill will not be processed for payment. Furthermore, overcharge claims which are justifiably denied will be assessed a processing fee of \$2.00 per freight bill researched.
11. Discounts will be voided if freight charges are not paid in 60 days and a 1.5% per month finance charge will be in effect on the balance owed.
12. MDTA shall maintain, at its own expense, insurance for protection of the public and cargo in the form and amount required by government regulatory agencies. Insurance certificates will be furnished upon request.
13. The provisions of this agreement will remain in effect until such time as the agreement is cancelled in writing by either party or is renegotiated. Unless otherwise shown in this agreement, base rate scales, including minimum charges and terminal service charge, will be subject to all general increases.

000024

MIDLAND TRANSPORTATION

P.O. Box 673
Marshalltown, IA 50158
800-274-9104

Account ID: LSBPO3NO

Rep: Doug Bossart

Transportation Agreement

Account Name: LSB Industries c/o Priority, Inc.

Address: P.O. Box 398

City: North Little
Rock

State: AR Zip: 72115-

Telephone #: (501) 371-9814

Attention: John Arnoldy

Between: Direct	And: Direct and Concurring Carrier Points	Discount: 72	MC: \$48.00	NMFC Classification: FAK 85
Notes: Pricing will also apply on outbound collect shipments. Pricing to apply to all LSB Industries Locations in Oklahoma, Kansas, and Arkansas. Tariff Base will be ABF 504P. Agreement will be effective until 12/31/00.				

Tariffs:

MDTA-125 - Rules Tariff and subsequent issues thereof
Current MDTA 504 Series - Intrastate Iowa Class Tariff
Current MDTA 500 Series - Interstate Class Tariff
Current MID001 through MID009 - Midland private intrastate Iowa tariff
Current MIDNE1 - Midland private intrastate Nebraska tariff
Current MDTA 505 Series - Intrastate Kansas Class Tariff

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General conditions and provisions are provided on page 2 of this agreement.

Verbal Rate Quotations are not binding on Midland Transportation Co. as they are often based on estimates. Charges will be based on actual weight, origin, destination, and class of freight tendered, unless so specified in a tariff or contract.

Please Return Signed Copy To:

Agreed:

Midland Transportation Co.

By:

Lori Grant
Lori Grant
Director of Traffic

Agreed:

LSB Industries c/o Priority, Inc.

By:

Title:

Effective Date:

1/1/99

Date:

1/19/99

000025

General Conditions and Provisions

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11. Discounts will be voided if freight charges are not paid in 60 days and a 1.5% per month finance charge will be in effect on the balance owed.
12. MDTA shall maintain, at its own expense, insurance for protection of the public and cargo in the form and amount required by government regulatory agencies. Insurance certificates will be furnished upon request.
13. The provisions of this agreement will remain in effect until such time as the agreement is cancelled in writing by either party or is renegotiated. Unless otherwise shown in this agreement, base rate scales, including minimum charges and terminal service charge, will be subject to all general increases.

000026

Exhibit D

000027

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF IOWA

In Re:

Midland Transportation Co.

Debtor(s)

CHAPTER 7
Bankruptcy No.

01-02613
RELATES TO DOCKET
NO. 269

MOVANT: Climate Master,
Inc.

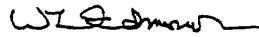
ORDER Regarding Stay

No resistance to the motion for relief from stay having been filed by the debtor or any party in interest, no hearing was held;

IT IS THEREFORE ORDERED the motion for relief from stay is granted. Fed.R.Bankr.P. 4001(a)(3) shall not be applicable. Movant may immediately enforce and implement this order.

FURTHER, costs of this action are not assessed to Debtor(s).

SO ORDERED this November 21, 2003



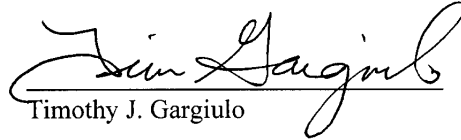
William L. Edmonds
Bankruptcy Judge

000028

NOV 24 2003

Certificate of Service

I certify that I served copies of the foregoing document on all parties of record in this proceeding on February 5, 2004 by certified mail.


Timothy J. Gargiulo

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