

C H ROBINSON WORLDWIDE INC

FORM S-1/A (Securities Registration Statement)

Filed 10/9/1997

Address	8100 MITCHELL ROAD #200 EDEN PRAIRIE, Minnesota 55344
Telephone	612-937-8500
CIK	0001043277
Industry	Misc. Transportation
Sector	Transportation
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

AMENDMENT NO. 2
TO
FORM S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

C.H. ROBINSON WORLDWIDE, INC.

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

4731
(Primary Standard Industrial
Classification Code Number)

41-1883630
(I.R.S. Employer
Identification Number)

C.H. ROBINSON WORLDWIDE, INC.
8100 MITCHELL ROAD
EDEN PRAIRIE, MINNESOTA 55344-2248
(612) 937-8500

(Address, including zip code, and telephone number, including area
code, of registrant's principal executive offices)

D.R. VERDOORN, CHIEF EXECUTIVE OFFICER
C.H. ROBINSON WORLDWIDE, INC.
8100 MITCHELL ROAD
EDEN PRAIRIE, MINNESOTA 55344-2248
(612) 937-8500

(Name, address, including zip code, and telephone number, including area code,
of agent for service)

WILLIAM B. PAYNE
DORSEY & WHITNEY LLP
220 SOUTH SIXTH STREET
MINNEAPOLIS, MINNESOTA 55402-1498
(612) 340-2722
FAX: (612) 340-2868

COPIES TO: RICHARD C. TILGHMAN, JR.
PIPER & MARBURY L.L.P.
36 SOUTH CHARLES STREET
BALTIMORE, MARYLAND 21201
(410) 539-2530
FAX: (410) 539-0489

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: As soon as
practicable after the effective date of this Registration Statement.

THE REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON SUCH DATE OR DATES AS MAY BE
NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH
SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN
ACCORDANCE WITH SECTION 8(A) OF THE SECURITIES ACT OF 1933 OR UNTIL THE REGISTRATION STATEMENT SHALL
BECOME EFFECTIVE ON SUCH DATE AS THE COMMISSION, ACTING PURSUANT TO SAID SECTION 8(A), MAY DETERMINE.

+++++

+INFORMATION CONTAINED HEREIN IS SUBJECT TO COMPLETION OR AMENDMENT. A +
+REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE +
+SECURITIES AND EXCHANGE COMMISSION. THESE SECURITIES MAY NOT BE SOLD NOR MAY +
+OFFERS TO BUY BE ACCEPTED PRIOR TO THE TIME THE REGISTRATION STATEMENT +
+BECOMES EFFECTIVE. THIS PROSPECTUS SHALL NOT CONSTITUTE AN OFFER TO SELL OR +
+THE SOLICITATION OF AN OFFER TO BUY NOR SHALL THERE BE ANY SALE OF THESE +
+SECURITIES IN ANY STATE IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE +
+UNLAWFUL PRIOR TO REGISTRATION OR QUALIFICATION UNDER THE SECURITIES LAWS OF +
+ANY SUCH STATE. +

+++++ SUBJECT TO
COMPLETION

10,578,396 Shares OCTOBER 9, 1997

**LOGO
Common Stock**

All of the 10,578,396 shares of Common Stock (the "Common Stock") of C. H. Robinson Worldwide, Inc. ("Robinson" or the "Company") offered hereby are being sold by certain stockholders of the Company (the "Selling Stockholders"). See "Principal and Selling Stockholders." The Company will not receive any proceeds from the sale of shares by the Selling Stockholders, but has agreed to bear the expenses of registration of such shares under federal and state securities laws. Prior to this offering, there has been no public market for the Common Stock. It is currently estimated that the initial public offering price will be between \$15.00 and \$17.00 per share. See "Underwriting" for a discussion of the factors to be considered in determining the initial public offering price. The Company's Common Stock has been approved for listing on the Nasdaq National Market under the symbol "CHRW."

THE COMMON STOCK OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK. SEE "RISK FACTORS" ON PAGE 7 HEREOF.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	PRICE TO PUBLIC	UNDERWRITING DISCOUNTS AND COMMISSIONS	PROCEEDS TO SELLING STOCKHOLDERS
Per share.....	\$	\$	\$
Total(1).....	\$	\$	\$

(1) The Selling Stockholders have granted the Underwriters a 30-day option to purchase up to 1,586,759 additional shares of Common Stock solely to cover over-allotments, if any. To the extent that the option is exercised, the Underwriters will offer the additional shares to the public at the Price to Public shown above. If the option is exercised in full, the total Price to Public, Underwriting Discounts and Commissions and Proceeds to the Selling Stockholders will be \$, \$ and \$, respectively. See "Underwriting."

The shares of Common Stock are offered by the several Underwriters, subject to prior sale, when, as and if delivered to and accepted by them, and subject to the right of the Underwriters to reject any order in whole or in part. It is expected that delivery of the shares will be made at the offices of BT Alex. Brown Incorporated, Baltimore, Maryland, on or about , 1997.

BT ALEX. BROWN

MORGAN STANLEY DEAN WITTER

PIPER JAFFRAY INC.

THE DATE OF THIS PROSPECTUS IS OCTOBER , 1997.

[INTERNATIONAL LOCATIONS]

[Map of Robinson branch offices]

[. C.H. Robinson office]

[[] FOREIGN AGENT office]

The Company intends to distribute to its stockholders annual reports containing financial statements audited by its independent public accountants and will make available copies of quarterly reports for the first three quarters of each fiscal year containing unaudited financial statements.

CERTAIN PERSONS PARTICIPATING IN THIS OFFERING MAY ENGAGE IN TRANSACTIONS THAT STABILIZE, MAINTAIN OR OTHERWISE AFFECT THE PRICE OF THE COMMON STOCK. SPECIFICALLY, THE UNDERWRITERS MAY OVER-ALLOT IN CONNECTION WITH THIS OFFERING AND MAY BID FOR AND PURCHASE SHARES OF THE COMMON STOCK IN THE OPEN MARKET. FOR A DESCRIPTION OF THESE ACTIVITIES, SEE "UNDERWRITING."

PROSPECTUS SUMMARY

The following summary should be read in conjunction with, and is qualified in its entirety by, the more detailed information and the consolidated financial statements of the Company and notes thereto included elsewhere in this Prospectus. Unless the context otherwise indicates, "Company" or "Robinson" refers to C.H. Robinson Worldwide, Inc. (including its predecessors in interest) and its wholly owned subsidiaries. Unless otherwise indicated herein, all information in this Prospectus (i) has been adjusted to give effect to the Company's reincorporation in Delaware upon consummation of this offering, providing for, among other things, an increase in the authorized shares of capital stock of the Company and the conversion of Class A Common Stock and Class B Common Stock into Common Stock, and (ii) assumes no exercise of the Underwriters' over-allotment option.

THE COMPANY

Founded in 1905, the Company is the largest third-party logistics company in North America with 1996 gross revenues of \$1.6 billion. The Company is a global provider of multimodal transportation services and logistics solutions through a network of 116 offices in 38 states and Canada, Mexico, Belgium, the United Kingdom, France, Spain, Italy, Singapore and South Africa. Through contracts with over 14,000 motor carriers, the Company maintains the single largest network of motor carrier capacity in North America and is one of the largest third-party providers of intermodal services in the United States. In addition, the Company regularly provides air, ocean and customs services. As an integral part of the Company's transportation services, the Company provides a wide range of value-added logistics services, such as raw materials sourcing, freight consolidation, cross-docking and contract warehousing. During 1996, the Company handled over 935,000 shipments for more than 8,600 customers, ranging from Fortune 100 companies to small businesses in a wide variety of industries. During the past five years, the Company has increased net revenues at a compound annual growth rate of 18.6 percent.

The Company has developed global multimodal transportation and distribution networks to provide seamless logistics services worldwide. As a result, the Company has the capability of managing all aspects of the supply chain on behalf of its customers. As a non-asset based transportation provider, the Company can focus on optimizing the transportation solution for its customer rather than its own asset utilization, using established relationships with motor carriers, railroads (primarily intermodal service providers), air freight carriers and ocean carriers. Through its motor carrier contracts, the Company maintains access to more than 370,000 dry vans, 128,000 temperature-controlled vans and containers and 96,000 flatbed trailers. The Company also has intermodal marketing contracts with 11 railroads, including all of the major North American railroads, which give the Company access to more than 150,000 additional trailers and containers.

Throughout its 90-year history, the Company has been in the business of sourcing fresh produce. Much of the Company's logistics expertise can be traced to its significant experience in handling perishable commodities. Due to the time-sensitive nature and quality requirements of the shipments, fresh produce represents a unique logistics challenge, and the distribution and transportation costs are significant compared with, and may exceed, the cost of the produce being shipped. The Company has developed a network of produce sources and maintains access to specialized equipment and transportation modes designed to ensure timely delivery of uniform quality produce. In response to demand from large grocery retailers and food service distributors, the Company has developed its own brand of produce, The Fresh 1(R), which is sourced through various relationships and packed to order through contract packing agreements. The Company has also leveraged its food sourcing and logistics expertise into the sourcing of food ingredients on behalf of food manufacturers.

The Company's unique business philosophy has accounted for its strong historical results and has positioned the Company for continued growth. The Company's principal competitive advantage is its large decentralized branch network, staffed by nearly 1,300 salespersons who are employees rather than agents. These branch employees are in close proximity to both customers and carriers which facilitates quick responses to customers' changing needs. Branch employees act as a team in both marketing the Company's services and providing these services to individual customers. The Company compensates its branch employees principally on the basis of their branch's profitability, which in the Company's opinion produces a more service-oriented, focused and creative sales force. The Company is substantially owned by more than 700 of its employees, and, following this offering, these employees will continue to own more than 75% of the Company's Common Stock. The Company's recently adopted Stock Incentive Plan and Stock Purchase Plan will allow for even broader equity participation by employees following this offering.

Growth within the logistics industry is being driven by the continuing trend of companies outsourcing their logistics needs in order to focus on their core businesses, better manage just-in-time inventory systems and reduce costs. According to a leading industry consultant, the available domestic market for third-party logistics providers was \$421 billion in 1996, only 5.9%, or \$25 billion, of which was actually generated by third-party logistics providers. This same consultant predicts the market for third-party logistics to double to \$50 billion by the year 2000, representing approximately 10% of the estimated \$474 billion domestic market. The Company believes the international logistics market is approximately three to four times the domestic market, and both the domestic and international markets are highly fragmented.

The Company's strategy for future growth is to expand the following:

- . Core transportation business. The Company believes there are significant opportunities to gain more transportation business from both existing and new customers through its existing branch network. The Company also believes it can selectively add domestic branches in response to customer demand and opportunities to serve new customers in new geographic areas.

- . International markets. The Company intends to open additional international branches to serve the local needs of its existing multinational customer base and gain new customers throughout the world. For example, after many years of providing logistics services to an international snack food company in North America, the Company was recently designated as this customer's international logistics partner. The Company has implemented a comprehensive logistics solution for this customer in Europe and is currently developing a similar solution in South Africa and South America.

- . Enhanced logistics services. In recent years, the Company has been providing an expanded range of enhanced logistics services. The Company believes there are significant opportunities to increase the level of logistics services it provides to its customers. The Company intends to offer increasingly sophisticated logistics services to customers in order to provide greater efficiencies and reduce costs throughout the customers' supply chains.

The Company was reincorporated in Delaware in 1997 as the successor to a business existing, in various legal forms, since 1905. The Company's corporate office is located at 8100 Mitchell Road, Eden Prairie, Minnesota 55344-2248, and its telephone number is (612) 937-8500. Its web site address is www.chrobinson.com. The Company has recently put up for sale its consumer finance business and its results of operations and net assets are now reflected as discontinued operations in its consolidated financial statements and consolidated financial data included elsewhere herein. Accordingly, this Prospectus does not include information on the historical operations of that business.

THE OFFERING

Common Stock offered by the Selling Stockholders.....	10,578,396 shares
Common Stock outstanding after the offering.....	41,264,621 shares(1)
Use of proceeds.....	The Company will not receive any of the proceeds from the sale of the Common Stock by the Selling Stockholders.
Proposed Nasdaq National Market symbol	CHRW

(1) Excludes (i) 470,417 shares of Common Stock issuable upon exercise of options granted immediately prior to this offering at an exercise price per share equal to the public offering price shown on the cover page of this Prospectus, none of which is currently exercisable, and (ii) an additional 3,529,583 shares of Common Stock reserved for future issuance under the Company's 1997 Omnibus Stock Plan (the "Stock Incentive Plan") and the 1997 Employee Stock Purchase Plan (the "Stock Purchase Plan"). See "Management-- New Incentive Plans."

DIVIDENDS, STOCK REPURCHASE PROGRAM AND NON-CASH CHARGE

The Company's ability to generate substantial amounts of cash flow from operations has enabled it to make annual repurchases of its Common Stock and, for more than 50 years, to pay annual dividends to its stockholders. The Company anticipates that it will pay regular quarterly dividends beginning in December 1997, initially at the rate of \$0.06 per share per quarter. The declaration of dividends by the Company is subject to the discretion of the Board of Directors.

The Company's Board of Directors has authorized a stock repurchase program under which up to 1,000,000 shares of Common Stock may be repurchased. Shares repurchased will be used to reduce shares outstanding and may be reissued to employees pursuant to the recently adopted Stock Incentive Plan. Such purchases may be made from time to time at prevailing prices in the open market, by block purchase and in private transactions in compliance with the rules of the Securities and Exchange Commission (the "Commission"), including Regulation M. The Company intends to fund repurchases with internally generated funds. See "Dividends, Stock Repurchase Program and Non-Cash Charge."

Pursuant to Commission rules related to stock issued or sold to employees at prices below the initial public offering price during the 12 months preceding the effective date of an initial public offering, the Company will record an \$18.6 million non-recurring, non-cash compensation charge at the effective date of this offering. This charge relates to 1,237,000 shares sold to employees by retired employees under the Company's book value stock purchase program and 282,000 shares issued under the Company's existing incentive plans, and represents the aggregate difference between book value (the amount expensed by the Company for restricted shares upon issuance or the amount paid by employees upon purchase of stock) and an assumed estimated public offering price of \$16.00 per share. See "Management--Existing Incentive Plans."

SUMMARY CONSOLIDATED FINANCIAL AND OPERATING DATA
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

	YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,	
	1992	1993	1994	1995	1996	1996	1997(1)
STATEMENT OF OPERATIONS DATA:							
Gross revenues.....	\$968,893	\$1,095,815	\$1,257,946	\$1,445,975	\$1,605,905	\$775,024	\$855,152
Net revenues(2).....	90,408	108,713	135,599	160,094	179,069	86,920	99,156
Selling, general and administrative expenses.....	68,030	81,030	95,088	115,114	129,040	62,571	72,465
Income from operations.	22,378	27,683	40,511	44,980	50,029	24,349	26,691
Net income from continuing operations.	14,449	17,844	24,141	29,455	32,442	15,685	17,233
Net income from discontinued operations(3).....	1,846	2,411	2,964	2,086	2,158	1,083	900
Net income.....	16,295	20,255	27,105	31,541	34,600	16,768	18,133
Net income from continuing operations per share.....	\$ 0.28	\$ 0.36	\$ 0.52	\$ 0.67	\$ 0.78	\$ 0.37	\$ 0.42
Weighted average number of shares outstanding (in thousands).....	52,125	48,980	46,296	43,934	41,799	42,182	41,306
Dividends per share....	\$ 0.073	\$ 0.087	\$ 0.108	\$ 0.130	\$ 0.185	\$ 0.010	\$ 0.020
OPERATING DATA (AT END OF PERIOD):							
Branches.....	75	81	89	99	108	104	113
Employees	1,050	1,183	1,403	1,436	1,665	1,563	1,801
Average net revenues per branch.....	\$ 1,247	\$ 1,392	\$ 1,597	\$ 1,683	\$ 1,717	\$ 856	\$ 901
					JUNE 30, 1997		
					ACTUAL	PRO FORMA(4)	
BALANCE SHEET DATA:							
Working capital.....					\$131,264	\$ 80,281	
Total assets.....					361,160	307,944	
Total long-term debt.....					--	--	
Stockholder's investment.....					171,366	120,383	

(1) Pursuant to Commission rules related to stock issued or sold to employees at prices below the initial public offering price during the 12 months preceding the effective date of an initial public offering, the Company will record an \$18.6 million non-recurring, non-cash compensation charge at the effective date of this offering. This charge relates to 1,237,000 shares sold to employees by retired employees under the Company's book value stock purchase program and 282,000 shares issued under the Company's existing incentive plans, and represents the aggregate difference between book value (the amount expensed by the Company for restricted shares upon issuance or the amount paid by employees upon purchase of stock) and an assumed estimated public offering price of \$16.00 per share. See "Management--Existing Incentive Plans." If the \$18.6 million non-recurring, non-cash compensation expense had been recorded in the six month period ended June 30, 1997, net loss from continuing operations would have been \$425,000, or a \$0.01 loss per share.

(2) Net revenues are determined by deducting cost of transportation and products from gross revenues. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

(3) Discontinued operations include the Company's equipment lease financing business, which was disposed of in 1994, and the Company's consumer finance business. In July 1997, the Company approved a plan to sell its consumer finance business, which the Company sold pursuant to an agreement entered into in September 1997, the proceeds of which will be deposited into an escrow account on October 14, 1997, to be closed upon obtaining final regulatory approval.

(4) Pro forma to give effect to: (i) an anticipated tax benefit of approximately \$36 million resulting from the tax effect of termination, in connection with this offering, of restrictions on restricted stock issued to employees, which will be credited to stockholders' investment, (ii) a dividend of \$1.50 per share (\$61.9 million in the aggregate), plus a liquidating distribution of the net proceeds of the sale of the consumer finance business, which purchasers in this offering will not receive, (iii) an \$18.6 million non-recurring, non-cash compensation charge, and (iv) \$1 million of estimated expenses of this offering.

RISK FACTORS

In addition to the other information in this Prospectus, the following factors should be carefully considered in evaluating an investment in the Common Stock.

Risks of Adverse Economic Developments and Downturn in Business Cycle. The transportation industry historically has been cyclical as a result of economic recession, customers' business cycles, increases in prices charged by third party carriers, interest rate fluctuations, and other economic factors over which the Company has no control. Increased operating expenses incurred by third party carriers can be expected to result in higher transportation costs, and the Company's net revenues and income from operations would be adversely affected if it were unable to pass through to its customers the full amount of increased transportation costs. Economic recession or a downturn in customers' business cycles, particularly among certain national retailers or in the food, beverage or printing industries in which the Company has a large number of customers, also could have a material adverse effect on the Company's operating results if the volume of freight shipped by those customers were also reduced. See "Business--Overview and Strategy."

Dependence on Equipment and Services Availability. The Company is dependent in part on the availability of truck, rail, ocean and air services provided by independent third parties. There have historically been periods of equipment shortages in the transportation industry, particularly among truckload carriers. If the Company were unable to secure sufficient equipment or other transportation services to meet its customers' needs, its results of operations could be materially adversely affected, and customers could seek to have their transportation and logistics needs met by other third parties on a temporary or permanent basis. See "Business--Relationships with Carriers."

Risks Associated with International Business. An increasing portion of the Company's business is providing services within and between continents. Doing business outside of the United States is subject to various risks, including changing economic and political conditions in the United States and abroad, major work stoppages, exchange controls, currency fluctuations, armed conflicts, unexpected changes in United States and foreign laws relating to tariffs, trade restrictions, transportation regulations, foreign investments and taxation. Significant expansion in foreign countries will expose the Company to increased risk of loss from foreign currency fluctuations and exchange controls as well as longer accounts receivable payment cycles. The Company has no control over most of these risks and may be unable to anticipate changes in international economic and political conditions and, therefore, unable to alter its business practices in time to avoid the adverse effect of any such changes. See "Business--Overview and Strategy."

Risks Associated with Managing a Growing Business. The Company's continued success depends upon its ability to attract and retain a large group of motivated salespersons and other logistics professionals. If the Company were unable to recruit and retain a sufficient number of personnel, it would be forced to limit its growth. There can be no assurance that the Company will be able to continue to hire and retain a sufficient number of qualified personnel. The Company's rapid expansion of operations has placed demands on its management and operating systems. Continued expansion will depend in large part on the Company's ability to develop successful salespersons into managers and to implement enhancements to its information systems and adapt those systems to the changes in its business and the requirements of its customers. See "Business--Organization" and "--Communications and Information Systems."

Competition. The transportation services industry is highly competitive and fragmented. The Company competes against other non-asset based logistics companies as well as asset-based logistics companies, third-party freight brokers and carriers offering logistics services. The Company also competes against carriers' internal sales forces and shippers' transportation departments. It also buys and sells transportation services from and to many companies with which it competes. Historically, competition

has created downward pressure on freight rates, and continuation of this rate pressure may adversely affect the Company's net revenues and income from operations. See "Business--Competition."

Seasonality. In the transportation industry generally, results of operations show a seasonal pattern as customers reduce shipments during and after the winter holiday season. In recent years, the Company's operating income and earnings have been higher in the second and third quarters than in the first and fourth quarters. Although seasonality in the transportation industry has not had a significant impact on the Company's cash flow or results of operations in recent years, the Company expects this seasonality to continue and cannot fully predict the impact it may have in the future. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

Availability and Pricing of Produce. The Company's sourcing business is dependent upon the availability and price of fresh produce, which is affected by government food safety regulation, growing conditions, such as drought, insects and disease, and other conditions over which the Company has no control. Sourcing of fresh produce accounted for approximately 20%, 20% and 20% of the Company's net revenues in 1994, 1995 and 1996, respectively. Shortages or overproduction of fresh produce affect the pricing of fresh produce, and prices are often highly volatile. See "Business--Sourcing."

Risks Associated with Fresh Produce. The Company sources and resells fresh produce. Agricultural chemicals used on agricultural commodities intended for human consumption are subject to various approvals, and the commodities themselves are subject to regulations on cleanliness and contamination. Concern about particular chemicals and alleged contamination has led to recalls of products, and tort claims have been brought by consumers of allegedly affected produce. Because the Company is a seller of produce, it may have legal responsibility arising from sale. While the Company carries product liability coverage of \$75 million, settlement of class action claims is often costly, and the Company cannot assure that its liability coverage will be adequate and will continue to be available. In addition, in connection with any recall, the Company may be required to bear the cost of repurchasing, transporting and destroying any allegedly contaminated product, for which it is not insured. Any recall or allegation of contamination could affect the Company's reputation, particularly of its The Fresh 1(R) brand. Loss due to spoilage (including the need for disposal) is also a routine part of the sourcing business. See "Business--Risk Management and Insurance."

Government Regulation. The Company is licensed by the Department of Transportation (the "DOT") as a broker in arranging for the transportation of general commodities by motor vehicle. The DOT prescribes qualifications for acting in this capacity, including certain insurance and surety bond requirements. The Company is also licensed by the Federal Maritime Commission as an ocean freight forwarder and maintains a non-vessel operating common carrier bond, and is licensed by the United States Customs Service of the Department of the Treasury. The Company sources fresh produce under a license issued by the Department of Agriculture. The Company's failure to comply with the laws and regulations applicable to entities holding these licenses could have a material adverse effect on the Company's results of operations or financial condition. The transportation industry is subject to legislative or regulatory changes that can affect the economics of the industry by requiring changes in operating practices or influencing the demand for, and the cost of providing, transportation services. See "Business--Regulation."

Importance of Major Clients. The Company derives a significant portion of its gross revenues from its largest clients. The Company's 10, 20 and 50 largest clients accounted for approximately 15%, 20% and 29% of the Company's gross revenues, respectively, in 1996. The sudden loss of a number of the Company's major clients could have a material adverse effect on the Company. See "Business--Customers and Marketing."

Change in Corporate Culture. For many years, employees have broadly participated in the ownership of the Company, and more than 700 employees and a few retired employees currently own substantially

all of its outstanding Common Stock. Consequently, employees consider themselves the owners of the Company. Upon completion of this offering and lapse of restrictions on employees' ability to resell their shares of Common Stock, a larger portion of the Common Stock will be in the hands of the public, and the Company's employees will have significant liquid assets. This change in structure and liquidity may adversely affect employee motivation. The Company has also issued restricted stock as an incentive, and employees owning Common Stock have profited from the growth in the book value of the Common Stock. The Company intends to replace its current stock program with new stock-based programs, but is unable to predict whether the substitution of the new plans will be perceived as being a less valuable form of compensation, thereby adversely affecting employee performance. If the Company finds that it must initiate new incentive programs, its results of operations could be adversely affected. See "Management--Existing Incentive Plans" and "--New Incentive Plans."

Dependence on Management. The Company is highly dependent upon the continued services of its senior management team, none of whom has an employment agreement with the Company. The sudden loss of the services of several members of senior management, as opposed to one or two individuals, could have a material adverse effect on the Company. See "Business--Management," for information on the senior management team.

Certain Charter, Bylaw and Statutory Anti-Takeover Provisions. The Company's Certificate of Incorporation and Bylaws provide for a classified Board of Directors, restrict the ability of stockholders to call special meetings or take stockholder action by written consent and contain advance notice requirements for stockholder proposals and nominations and special voting requirements for the amendment of the Company's Certificate of Incorporation and Bylaws. These provisions could delay or hinder the removal of incumbent directors and could discourage or make more difficult a proposed merger, tender offer or proxy contest involving the Company or may otherwise have an adverse effect on the market price of the Common Stock. The Company also will be subject to provisions of Delaware corporate law that will restrict the Company from engaging in certain business combinations with an interested stockholder, unless certain conditions are met or the business combination is approved by the Board of Directors and/or the Company's stockholders in a prescribed manner. These provisions also could render more difficult or discourage a merger, tender offer or other similar transaction. See "Description of Capital Stock."

The rights of the holders of Common Stock will be subject to, and may be adversely affected by, any preferred stock that may be issued in the future. The issuance of preferred stock, while providing desirable flexibility in connection with possible acquisitions, financings and other corporate transactions, could have the effect of discouraging, or making more difficult, a third party's acquisition of a majority of the Company's outstanding voting stock. The Company has no present plans to issue any shares of preferred stock. See "Description of Capital Stock--Preferred Stock."

One preferred share purchase right (a "Right") is attached to each share of Common Stock outstanding, including the Common Stock offered hereby. The Rights will have certain anti-takeover effects. If triggered, the Rights would cause substantial dilution to a person or group of persons that acquires more than 15% of the Common Stock on terms not approved in advance by the Board. The Rights are intended to discourage or make more difficult a merger, tender offer or other similar transactions not approved by the Board, regardless of whether the stockholders favor any such transactions. See "Description of Capital Stock--Stockholder Rights Plan."

Shares Eligible for Future Sale. Sales of a substantial number of shares of Common Stock or their availability for sale in the public market following this offering may adversely affect prevailing market prices for the Common Stock. Upon consummation of this offering, the Company will have 41,264,621 shares of Common Stock outstanding. All of the 10,578,396 shares of Common Stock offered hereby will be freely tradeable without restriction or further registration unless acquired by "affiliates" of the

Company as defined in Rule 144 under the Securities Act. In connection with this offering, the Company and its officers, directors and other Selling Stockholders, who will beneficially own an aggregate of 18,513,775 shares of Common Stock after this offering, have agreed not to sell or otherwise dispose of any shares, directly or indirectly, for one year from the date of this Prospectus without the prior written consent of BT Alex. Brown Incorporated. In addition, all other current stockholders, who beneficially own an aggregate of 12,172,450 shares of outstanding Common Stock, will be prohibited, pursuant to transactions resulting in the Company's reincorporation in Delaware upon consummation of this offering, for a period of six months from transferring Common Stock they currently hold except upon death or to family members or trusts that take subject to the same restrictions. See "Shares Eligible for Future Sale."

No Prior Public Market; Determination of Offering Price; Stock Price Volatility. Prior to this offering, there has been no public market for the Common Stock, and there can be no assurance that an active trading market will develop or be sustained after this offering. The initial public offering price was determined through negotiations among the Company, the Selling Stockholders and the Representatives of the Underwriters and may bear no relationship to the price at which the Common Stock will trade after this offering. See "Underwriting" for a discussion of the factors that were considered in determining the initial offering price. The market price of the Common Stock may be volatile and be significantly affected by factors such as actual or anticipated fluctuations in the Company's operating results, announcements of new services by the Company or its competitors, developments with respect to conditions and trends in the logistics or transportation industries served by the Company, changes in governmental regulation, changes in estimates by securities analysts of the Company's future financial performance, general market conditions and other factors. In addition, the stock markets have from time to time experienced significant price and volume fluctuations that have adversely affected the market prices of securities of companies for reasons often unrelated to their operating performance.

Immediate and Substantial Dilution. The initial public offering price is substantially higher than the pro forma net tangible book value per share of Common Stock. Purchasers of shares of Common Stock in this offering will incur immediate and substantial dilution of \$13.25 in the pro forma net tangible book value per share of the Common Stock, assuming an initial public offering price of \$16.00 per share. See "Dilution."

USE OF PROCEEDS

The Company will not receive any of the proceeds from the sale of the Common Stock by the Selling Stockholders.

DIVIDENDS, STOCK REPURCHASE PROGRAM AND NON-CASH CHARGE

The Company's ability to generate substantial amounts of cash flow from operations has enabled it to make annual repurchases of its Common Stock and, for more than 50 years, to pay annual dividends to its stockholders. For 1995 and 1996, the Company paid aggregate annual dividends of \$0.13 per share and \$0.185 per share, respectively. The Board of Directors has declared an extraordinary cash dividend of \$1.50 per share (\$61.9 million in the aggregate) and a liquidating distribution of the net proceeds of the sale of the Company's consumer finance business, payable to stockholders of record immediately prior to this offering. Purchasers of Common Stock in this offering will not receive these dividends.

The Company anticipates that it will pay regular quarterly dividends, beginning in December 1997, initially at the rate of \$0.06 per share per quarter. The declaration of dividends by the Company is subject to the discretion of the Board of Directors. Any determination as to the payment of dividends will depend upon the results of operations, capital requirements and financial condition of the Company, and such other factors as the Board of Directors may deem relevant. Accordingly, there can be no assurance that the Board of Directors will declare or continue to pay dividends on the shares of Common Stock in the future.

In order to provide a source of Common Stock for issuance in the near future pursuant to the recently adopted Stock Incentive Plan and Stock Purchase Plan, the Company's Board of Directors has authorized a stock repurchase program under which up to 1,000,000 shares of Common Stock may be repurchased. Such purchases may be made from time to time at prevailing prices in the open market, by block purchase and in private transactions in compliance with the rules of the Commission, including Regulation M. The Company intends to fund repurchases with internally generated funds.

Pursuant to Commission rules related to stock issued or sold to employees at prices below the initial public offering price during the 12 months preceding the effective date of an initial public offering, the Company will record an \$18.6 million non-recurring, non-cash compensation charge at the effective date of this offering. This charge relates to 1,237,000 shares sold to employees by retired employees under the Company's book value stock purchase program and 282,000 shares issued under the Company's existing incentive plans, and represents the aggregate difference between book value (the amount expensed by the Company for restricted shares upon issuance or the amount paid by employees upon purchase of stock) and an assumed estimated public offering price of \$16.00 per share. See "Management--Existing Incentive Plans."

CAPITALIZATION

The following table sets forth the capitalization of the Company as of June 30, 1997, on an actual basis and pro forma to give effect to (i) an anticipated tax benefit of approximately \$36 million resulting from the tax effect of termination, in connection with this offering, of restrictions on restricted stock issued to employees, which will be credited to stockholders' investment, (ii) a dividend of \$1.50 per share (\$61.9 million in the aggregate) and a liquidating distribution of the net proceeds of the sale of the Company's consumer finance business, which purchasers in this offering will not receive, (iii) an \$18.6 million non-recurring, non-cash compensation charge and (iv) \$1 million of estimated expenses of the offering:

	AS OF JUNE 30, 1997	
	ACTUAL	PRO FORMA
	(IN THOUSANDS)	
Total debt.....	\$ --	\$ --
Stockholders' investment:		
Preferred stock, \$.10 par value; 20,000,000 shares authorized; none outstanding.....	--	--
Common stock, \$.10 par value; 130,000,000 shares authorized; 41,264,621 shares issued and outstanding actual and pro forma (1).....	4,126	4,126
Additional paid-in capital (2).....	--	54,558
Foreign currency translation adjustment.....	(346)	(346)
Retained earnings (3).....	167,586	62,045
Total stockholders' investment.....	\$ 171,366	\$ 120,383
	=====	=====

(1) Excludes (i) 470,417 shares of Common Stock issuable upon exercise of options granted immediately prior to this offering at an exercise price per share equal to the public offering price shown on the cover page of this Prospectus, none of which is presently exercisable, and (ii) an additional 3,529,583 shares of Common Stock reserved for issuance under the Company's Stock Incentive Plan and Stock Purchase Plan. See "Management--New Incentive Plans."

(2) The increase in pro forma additional paid-in capital is a result of (i) the anticipated \$36 million tax benefit resulting from the termination of restrictions on restricted stock in connection with this offering and (ii) the effect of an \$18.6 million non-recurring, non-cash compensation charge.

(3) The decrease in pro forma retained earnings is the net result of (i) a decrease for the dividend of \$1.50 per share (\$61.9 million in the aggregate), (ii) a decrease for the liquidating distribution of the net proceeds of the sale of the Company's consumer finance business of approximately \$38.7 million, (iii) an increase for the gain, net of tax, from the sale of the Company's consumer finance business of approximately \$14.6 million, (iv) a decrease for the effect of an \$18.6 million non-recurring, non-cash compensation charge and (v) a decrease for the estimated expenses of \$1.0 million for this offering.

DILUTION

The pro forma net tangible book value of the Company as of June 30, 1997 was \$113.6 million or \$2.75 per share of Common Stock. Pro forma net tangible book value is the Company's total tangible assets (total assets less intangible assets) less total liabilities at June 30, 1997, with certain adjustments arising from this offering. See "Capitalization." Pro forma tangible net worth per share is determined by dividing the pro forma net tangible book value by the number of outstanding shares of Common Stock. Pro forma net tangible book value dilution per share represents the difference between the amount per share paid by purchasers of Common Stock in this offering and the pro forma net tangible book value per share of Common Stock. The following table illustrates the per share dilution:

Assumed initial public offering price per share.....	\$16.00
Pro forma net tangible book value per share.....	2.75

Pro forma net tangible book value dilution per share.....	\$13.25
	=====

SELECTED CONSOLIDATED FINANCIAL DATA
(DOLLARS IN THOUSANDS, EXCEPT PER SHARE AMOUNTS)

The selected consolidated financial data for the Company for the years ended December 31, 1992 through 1996 have been derived from the Company's consolidated financial statements, which have been audited by Arthur Andersen LLP, independent public accountants. The data for the six months ended June 30, 1996 and June 30, 1997 have been derived from the Company's unaudited consolidated financial statements which, in the opinion of the Company's management, contain all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of the financial condition and results of operations for these periods. The results of operations for the six months ended June 30, 1997 are not necessarily indicative of the results that may be expected for the entire year. The selected historical consolidated financial data should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and the consolidated financial statements and notes thereto all included elsewhere herein.

	YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,	
	1992	1993	1994	1995	1996	1996	1997(1)
STATEMENT OF OPERATIONS DATA:							
Gross revenues.....	\$968,893	\$1,095,815	\$1,257,946	\$1,445,975	\$1,605,905	\$775,024	\$855,152
Cost of transportation and products.....	878,485	987,102	1,122,347	1,285,881	1,426,836	688,104	755,996
Net revenues (2)	90,408	108,713	135,599	160,094	179,069	86,920	99,156
Selling, general and administrative expenses.....	68,030	81,030	95,088	115,114	129,040	62,571	72,465
Income from operations.	22,378	27,683	40,511	44,980	50,029	24,349	26,691
Investment and other income (loss).....	1,181	2,144	(109)	2,925	3,095	1,391	1,881
Income from continuing operations before provision for income taxes.....	23,559	29,827	40,402	47,905	53,124	25,740	28,572
Provision for income taxes.....	9,110	11,983	16,261	18,450	20,682	10,055	11,339
Net income from continuing operations.	14,449	17,844	24,141	29,455	32,442	15,685	17,233
Net income from discontinued operations (3).....	1,846	2,411	2,964	2,086	2,158	1,083	900
Net income.....	\$ 16,295	\$ 20,255	\$ 27,105	\$ 31,541	\$ 34,600	\$ 16,768	\$ 18,133
Per share data:							
Net income from continuing operations.	\$ 0.28	\$ 0.36	\$ 0.52	\$ 0.67	\$ 0.78	\$ 0.37	\$ 0.42
Net income from discontinued operations.....	0.03	0.05	0.07	0.05	0.05	0.03	0.02
Net income.....	\$ 0.31	\$ 0.41	\$ 0.59	\$ 0.72	\$ 0.83	\$ 0.40	\$ 0.44
Weighted average number of shares outstanding (in thousands).....							
Dividends per share....	\$ 0.073	\$ 0.087	\$ 0.108	\$ 0.130	\$ 0.185	\$ 0.010	\$ 0.020
OPERATING DATA (AT END OF PERIOD):							
Branches.....	75	81	89	99	108	104	113
Employees.....	1,050	1,183	1,403	1,436	1,665	1,563	1,801
Average net revenues per branch.....	\$ 1,247	\$ 1,392	\$ 1,597	\$ 1,683	\$ 1,717	\$ 856	\$ 901
BALANCE SHEET DATA (AT END OF PERIOD):							
Working capital.....	\$ 61,875	\$ 64,600	\$ 86,122	\$ 97,144	\$ 114,070	\$107,452	\$131,264
Total assets.....	167,926	202,282	246,528	285,517	320,780	312,643	361,160
Total long-term debt...	--	--	--	--	--	--	--
Stockholders' investment.....	84,664	95,899	112,784	133,339	154,428	143,502	171,366

(Footnotes on following page)

(1) Pursuant to Commission rules related to stock issued or sold to employees at prices below the initial public offering price during the 12 months preceding the effective date of an initial public offering, the Company will record an \$18.6 million non-recurring, non-cash compensation charge at the effective date of this offering. This charge relates to 1,237,000 shares sold to employees by retired employees under the Company's book value stock purchase program and 282,000 shares issued under the Company's existing incentive plans, and represents the aggregate difference between book value (the amount expensed by the Company for restricted shares upon issuance or the amount paid by employees upon purchase of stock) and an assumed estimated public offering price of \$16.00 per share. See "Management--Existing Incentive Plans." If the \$18.6 million non-recurring, non-cash compensation charge had been recorded in the six month period ended June 30, 1997, net loss from continuing operations would have been \$425,000, or a \$0.01 loss per share.

(2) Net revenues are determined by deducting cost of transportation and products from gross revenues. See "Management's Discussion and Analysis of Financial Condition and Results of Operations."

(3) Discontinued operations include the Company's equipment lease financing business, which was disposed of in 1994, and the Company's consumer finance business. In July 1997, the Company approved a plan to sell its consumer finance business, which the Company sold pursuant to an agreement entered into in September 1997, the proceeds of which will be deposited into an escrow account on October 14, 1997, to be closed upon obtaining final regulatory approval.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The selected consolidated financial and operating data of the Company set forth certain information with respect to the Company's financial position and results of operations that should be read in conjunction with the following discussion and analysis. The following does not include an analysis of the Company's consumer finance business, which is now accounted for as a discontinued operation as a result of the Company's decision in July 1997 to sell this business.

INTRODUCTION

Gross revenues represent the total amount of services and goods sold by the Company to its customers. Costs of transportation and products include direct costs of transportation contracted by the Company, including motor carrier, intermodal, ocean, air, and other costs, and the purchase price of products sourced by the Company. The Company acts principally as a service provider to add value and expertise in the execution and procurement of these services for its customers. The net revenues of the Company (gross revenues less costs of transportation and products) are the primary indicator of the Company's ability to source, add value and resell services and products that are provided by third parties, and are considered by management to be the primary measurement of growth for the Company. Accordingly, the discussion of results of operations below focuses on the changes in the Company's net revenues.

Historically, the Company had a deferred compensation plan which provided for the issuance of restricted stock to certain employees. Further, Robinson had stock repurchase agreements in place with all employee-owners which allowed active employees to purchase the shares when other stockholders' employment with the Company ceased. Such arrangements allowed for broad-based employee ownership and the orderly exit of stockholder/employees under a net book value based system. In connection with this offering, the Company is terminating these plans and replacing them with stock-based incentive plans more typical of a publicly held company and will receive a tax benefit estimated at \$36 million. At the effective date of this offering, the Company will record a non-recurring, non-cash compensation expense totaling \$18.6 million to conform with Commission requirements to account for the restricted stock issued to employees under existing incentive plans and the purchase of outstanding stock by certain employees from retiring employees at prices below the initial public offering price during the 12 months preceding the date of this offering ("cheap stock").

In the transportation industry generally, results of operations show a seasonal pattern as customers reduce shipments during and after the winter holiday season. In recent years, the Company's operating income and earnings have been higher in the second and third quarters than in the first and fourth quarters. Although seasonality in the transportation industry has not had a significant impact on the Company's cash flow or results of operations in recent years, the Company expects this seasonality to continue and cannot fully predict the impact it may have in the future. Inflation has not materially affected the Company's operations due to the very short-term, transactional basis of its business.

RESULTS OF OPERATIONS

Interim Operating Results

Revenues. Net revenues for July and August 1997 were \$35.8 million, an increase of 17.4% over net revenues of \$30.5 million for the same period in 1996, resulting from an increase in net revenues from transportation services of 21.3% to \$27.6 million and an increase in net revenues from sourcing of 2.1% to \$6.7 million. Information services net revenue increased by 29.8% to \$1.5 million.

Net Income From Continuing Operations. Net income from continuing operations was \$6.9 million for July and August 1997, an increase of 15.0% over \$6.0 million for the same period in 1996. Net income from continuing operations per share increased by 6.7% to \$0.16 per share in July and August of 1997 compared to \$0.15 per share in July and August of 1996.

The following table represents certain income statement data shown as percentages of the Company's gross revenues:

	YEAR ENDED DECEMBER 31,			SIX MONTHS ENDED JUNE 30,	
	1994	1995	1996	1996	1997
Gross revenues.....	100.0%	100.0%	100.0%	100.0%	100.0%
Cost of transportation and products.....	89.2	88.9	88.9	88.8	88.4
Net revenues.....	10.8	11.1	11.1	11.2	11.6
Selling, general and administrative expenses.....	7.6	8.0	8.0	8.1	8.5
Income from operations.....	3.2	3.1	3.1	3.1	3.1
Investment and other income (loss).....	--	0.2	0.2	0.2	0.2
Income from continuing operations before provision for income taxes.....	3.2	3.3	3.3	3.3	3.3
Provision for income taxes.....	1.3	1.3	1.3	1.3	1.3
Net income from continuing operations.....	1.9	2.0	2.0	2.0	2.0
Net income from discontinued operations.....	0.2	0.2	0.1	0.1	0.1
Net income.....	2.1%	2.2%	2.1%	2.1%	2.1%

The following table summarizes net revenue and transactions by service line:

	YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,		
	1994	1995	CHANGE	1996	CHANGE	1996	1997	CHANGE
Net revenue (in thousands):								
Transportation.....	\$ 99,287	\$117,021	17.9%	\$133,246	13.9%	\$ 62,593	\$ 75,682	20.9%
Sourcing.....	32,447	38,207	17.8	39,252	2.7	21,382	19,662	(8.0)
Information services..	3,865	4,866	25.9	6,571	35.0	2,945	3,812	29.4
Total.....	\$135,599	\$160,094	18.1	\$179,069	11.9	\$ 86,920	\$ 99,156	14.1
Transactions (in thousands):								
Transportation.....	610	675	10.7	830	23.0	394	473	20.1
Sourcing.....	81	99	22.2	105	6.1	54	54	--
Information services..	2,854	3,861	35.3	5,647	46.3	2,699	3,623	34.2
Net revenue per transaction:								
Transportation.....	\$ 162.77	\$ 173.36	6.5	\$ 160.54	(7.4)	\$ 158.87	\$ 160.00	0.7
Sourcing.....	400.58	385.93	(3.7)	373.83	(3.1)	395.96	364.11	(8.0)
Information services..	1.35	1.26	(6.7)	1.16	(7.9)	1.09	1.05	(3.7)

Six Months Ended June 30, 1997 Compared to Six Months Ended June 30, 1996

Revenues. Gross revenues for the six months ended June 30, 1997, were \$855.2 million, an increase of 10.3% over gross revenues of \$775.0 million for the six months ended June 30, 1996. Net revenues for the six months ended June 30, 1997 were \$99.2 million, an increase of 14.1% over net revenues of \$86.9 million for the six months ended June 30, 1996, resulting from an increase in net revenues from

transportation services of 20.9% to \$75.7 million, offset by a decrease in net revenues from sourcing of 8.0% to \$19.7 million. Information services net revenues increased by 29.4% to \$3.8 million.

The increase in transportation net revenues was due to a 20.1% increase in transaction volume from a significant expansion of business with current domestic and international customers, particularly larger accounts, and from new domestic and international customers. The Company opened seven new U.S. and two new international branches between June 30, 1996 and June 30, 1997.

Sourcing net revenues decreased primarily due to the elimination in December 1996 of a program at a large branch to source and distribute various seafood and other products, which was partially offset by net revenue growth from a branch that sources produce for the Company's large retail chain customers.

Information services net revenues increased because of significant increases in the number of transactions for all services. Because the number of lower-priced electronic transactions increased faster than the number of manual transactions, there was a 3.7% decrease in net revenues per transaction.

Selling, General and Administrative Expenses. Selling, general and administrative expenses were \$72.5 million for the six months ended June 30, 1997, an increase of 15.8% over \$62.6 million for the six months ended June 30, 1996. Selling, general and administrative expenses as a percent of gross revenue increased from 8.1% for the six months ended June 30, 1996 to 8.5% for the six months ended June 30, 1997, due primarily to higher personnel costs from additional staffing and new warehouse expenses to support the Company's growth.

Income from Operations. Income from operations was \$26.7 million for the six months ended June 30, 1997, an increase of 9.6% over \$24.3 million for the six months ended June 30, 1996.

Investment and Other Income (Loss). Investment and other income (loss) was \$1.9 million for the six months ended June 30, 1997, an increase of 35.2% over \$1.4 million for the six months ended June 30, 1996, due to a combination of higher average levels of cash and other liquid investments and higher overall rates of return on such funds.

Provision for Income Taxes. The effective income tax rates for continuing operations were 39.7% and 39.1% for the six months ended June 30, 1997 and 1996, respectively. The effective income tax rate for both periods is greater than the statutory federal income tax rate primarily due to state income taxes, net of the federal benefit.

Net Income from Continuing Operations. Net income from continuing operations was \$17.2 million for the six months ended June 30, 1997, an increase of 9.9% over \$15.7 million in the first half of 1996. Net income from continuing operations per share increased by 13.5% to \$0.42 per share in the first half of 1997 compared to \$0.37 per share in the first half of 1996, primarily due to an increase in net income and partly as a result of a decrease in shares outstanding due to the Company's share repurchase program.

1996 Compared to 1995

Revenues. Gross revenues for 1996 were \$1.6 billion, an 11.1% increase over gross revenues of \$1.4 billion for 1995. Net revenues for 1996 were \$179.1 million, an 11.9% increase over net revenues of \$160.1 million for 1995. Transportation net revenues were \$133.2 million, an increase of 13.9% over net revenues in 1995 of \$117.0 million. Sourcing net revenues were \$39.3 million, an increase of 2.7% over net revenues in 1995 of \$38.2 million. Information services net revenues were \$6.6 million, an increase of 35.0% over net revenues in 1995 of \$4.9 million.

The transportation net revenue increase resulted primarily from a 23.0% increase in the number of transactions, including a 27.5% transaction volume increase in motor carrier transportation. The volume increase came from both existing customers (particularly large accounts) and new customers. This volume

increase was offset by a 7.4% reduction in average net revenue of \$12.82 per transaction. Net revenues per transaction in 1995 had been unusually high due to motor carrier overcapacity resulting in lower costs of purchased transportation.

The increase in net revenues from sourcing primarily resulted from a 6.1% increase in the number of transactions, partially offset by a 3.1% decline in net revenues per transaction. Net revenues per transaction were adversely affected by a write-off of approximately \$1.0 million in connection with the elimination of a sourcing and distribution program for seafood and other products that had been initiated in early 1996.

Information service net revenues increased primarily due to a 46.3% increase in transaction volume for all services. An increasingly higher percentage of lower-priced electronic transactions resulted in a 7.9% decrease in net revenues per transaction.

Selling, General and Administrative Expenses. Selling, general and administrative expenses were \$129.0 million for 1996, an increase of 12.1% over 1995. The increase was due primarily to higher personnel costs from additional staffing and new warehouse expenses to support the Company's growth. Selling, general and administrative expenses as a percent of gross revenues remained constant at 8.0%.

Income from Operations. Income from operations was \$50.0 million for 1996, an increase of 11.2% over \$45.0 million for 1995.

Investment and Other Income (Loss). Investment and other income (loss) was \$3.1 million for 1996, an increase of 5.8% over 1995, as the average amount of funds available for short-term investment increased in 1996.

Provision for Income Taxes. The effective income tax rates for continuing operations were 38.9% in 1996 and 38.5% in 1995. The adjusted effective income tax rate for 1996 and the effective income tax rate for 1995 are higher than the statutory federal income tax rate primarily due to state income taxes, net of the federal benefit.

Net Income from Continuing Operations. Net income from continuing operations for 1996 was \$32.4 million, an increase of 10.1% from \$29.5 million in 1995. Net income from continuing operations per share for 1996 was \$0.78 per share versus \$0.67 per share for 1995.

1995 Compared to 1994

Revenues. Gross revenues for 1995 were \$1.4 billion, an increase of 14.9% over gross revenues of \$1.3 billion for 1994. Net revenues for 1995 were \$160.1 million, an increase of 18.1% over net revenues of \$135.6 million for 1994. Transportation net revenues were \$117.0 million, an increase of 17.9% over 1994 net revenues of \$99.3 million. Sourcing net revenues were \$38.2 million, an increase of 17.8% over 1994 net revenues of \$32.4 million. Information services net revenues were \$4.9 million, an increase of 25.9% over 1994 net revenues of \$3.9 million.

An increase of 10.7% in transportation transaction volume and a 6.5% increase in the average net revenues per transaction resulted in the 17.9% overall increase in transportation net revenues. Transaction volume increases came from both existing customers and new customers. The net revenue per transaction increase resulted from favorable market conditions for the purchasing of transportation services due to motor carrier overcapacity.

The sourcing net revenue increase resulted from a significant volume increase from a new sourcing program for a large grocery retailer. In addition, one branch's sourcing revenues from two large retailers increased approximately 90% to \$2.3 million.

Information service net revenues increased primarily due to a 35.3% increase in transaction volume. An increasingly higher percentage of lower-priced electronic transactions resulted in a 6.7% decrease in net revenues per transaction.

Selling, General and Administrative Expenses. Selling, general and administrative expenses were \$115.1 million for 1995, an increase of 21.1% over 1994. Selling, general and administrative expenses increased as a percent of gross revenues from 7.6% in 1994 to 8.0% in 1995 primarily due to additional warehouse expenses to support the Company's expanded services.

Income from Operations. Income from operations was \$45.0 million for 1995, an increase of 11.0% over \$40.5 million for 1994.

Investment and Other Income (Loss). Investment and other income (loss) was \$2.9 million for 1995, versus a \$100,000 loss in 1994. During 1994, a loss of approximately \$1.9 million was incurred on an investment, which was subsequently liquidated.

Provision for Income Taxes. The effective income tax rate on continuing operations was 38.5% and 40.2% for 1995 and 1994, respectively. The effective income tax rate for both periods was higher than the statutory federal income tax rate due primarily to state income taxes, net of the federal benefit.

Net Income from Continuing Operations. Net income from continuing operations for 1995 was \$29.5 million, an increase of 22.0% over \$24.1 million in 1994. Net income from continuing operations per share for 1995 was \$0.67 per share, an increase of 28.8% compared with \$0.52 per share for 1994.

LIQUIDITY AND CAPITAL RESOURCES

The Company has historically generated substantial cash from operations which has enabled it to fund its growth while paying cash dividends and repurchasing stock from retiring employees. Cash and cash equivalents at June 30, 1997, totaled \$40.3 million compared to \$42.6 million at December 31, 1996. Available-for-sale securities were \$50.2 million at June 30, 1997, compared to \$42.7 million at December 31, 1996. Working capital at June 30, 1997 totaled \$131.3 million. The Company has had no long-term debt for the last five years.

The shares offered hereby will be sold by current stockholders of the Company. Accordingly, the Company will receive no proceeds from the sale of these shares. Certain transactions associated with the sale of shares will have an effect on the liquidity and capitalization of the Company.

The Company has entered into a definitive agreement to sell its consumer finance business in excess of the recorded carrying value of the net assets of discontinued operations of \$12.5 million. The Company also will receive an estimated \$36 million tax benefit from removing restrictions on shares previously awarded to employees. In addition the Company has declared a special cash dividend of \$1.50 per share (\$61.9 million in total) and a liquidating distribution of the net proceeds arising from the sale of its consumer finance business of approximately \$0.94 per share (\$38.7 million in total) on all shares outstanding immediately prior to consummation of this offering.

Management believes that the Company's available cash, together with expected future cash generated from operations, are expected to be sufficient to satisfy its anticipated needs for working capital, capital expenditures, cash dividends and stock repurchases. In addition, the Company has \$17.5 million available under its two existing lines of credit at interest rates of 6.69% and 6.63%, respectively, as of June 30, 1997. The lines of credit do not restrict the payment of dividends.

Operating Activities. Cash provided by operations totaled \$33.0 million, \$38.2 million and \$35.4 million for 1994, 1995 and 1996, respectively. Cash provided by operations for the six months ended June 30, 1996 and six months ended June 30, 1997, totaled \$10.6 million and \$12.3 million, respectively. Cash provided by operations in 1995 was higher than 1994 and 1996 primarily due to the timing of accounts receivable collections and the payment of accounts payable.

Investing Activities. Cash provided by (used for) investing activities was \$9.5 million, (\$35.5) million and (\$12.7) million for 1994, 1995 and 1996, respectively. Cash provided by (used for) investing activities for the six months ended June 30, 1996 and six months ended June 30, 1997, was \$2.0 million and (\$12.5) million, respectively. The Company's primary use of cash for investing activities during 1994, 1995 and 1996 and for the six months ended June 30, 1996 and six months ended June 30, 1997 related to the purchase of marketable securities, as well as additions to equipment. The Company regularly invests its cash primarily in investment grade fixed-income securities in order to obtain a higher rate of return on available funds. During the periods presented, significant fluctuations in cash flows from investing activities have occurred due to purchases and sales of securities available for sale.

Financing Activities. Cash used for financing activities totaled \$15.3 million, \$13.5 million and \$14.5 million for 1994, 1995 and 1996, respectively. Cash used for financing activities for the six months ended June 30, 1996 and six months ended June 30, 1997, totaled \$7.2 million and \$2.1 million, respectively. Cash used for financing activities for all periods primarily consists of repurchases of stock under the Company's book value repurchase plan and cash dividends paid to stockholders.

INDUSTRY OVERVIEW

Logistics can generally be defined as the management and transportation of materials and inventory throughout the supply chain. According to a leading industry consultant, the available domestic market for third-party logistics providers was \$421 billion in 1996, only 5.9%, or \$25 billion, of which was actually generated by third-party logistics providers. This same consultant predicts the market for third-party logistics to double to \$50 billion by the year 2000, representing approximately 10% of the estimated \$474 billion domestic market. The international logistics market is estimated to be three to four times the size of the domestic market, and both markets are highly fragmented.

The logistics industry has evolved over the past 20 years as increasing global competition has led to manufacturing automation, production flexibility and just-in-time inventory management systems. Historically, logistics decisions, such as the mode of transport, carrier selection and inventory placement, were performed by production-focused traffic managers, typically with minimal analysis. Carrier selection was often based solely on price or the effectiveness of a carriers' sales program. These factors led to the evolution of high-cost private fleets, poor transportation mode and carrier selections, suboptimal warehouse location, inefficient loading patterns and higher-than-necessary inventory levels. As companies' logistics decisions involve greater emphasis on cost efficiency and increased focus on core competencies, many companies are increasingly reevaluating their in-house transportation function.

Many of these companies are finding it advantageous to outsource their logistics management as the most efficient way to manage the entire supply chain and reduce costs. At the same time, major domestic and international shippers are seeking to utilize fewer firms to service their transportation and logistics needs. The key advantages of logistics outsourcing include:

- . Capitalizing on broader logistics knowledge. Outsourcing permits a shipper to take advantage of the third-party logistics provider's greater knowledge gained through experience with numerous customers, multiple transportation modes, regional, national and international markets and other logistics issues.

- . Leveraging network economies of scale. Third-party logistics firms can lower logistics costs through purchasing economies gained by access to greater transportation capacity and their ability to select the level of service and transportation mode best suited to a customer's individual needs. For example, by pooling less-than-truckload and less-than-containerload freight to form truckloads and/or containerloads, freight can be shipped at greatly reduced costs. Through logistics programs, inventory can be reduced or kept in motion, warehouses can be by-passed or in some cases eliminated, and a private fleet's empty miles can be reduced.

- . Accessing transportation information systems. Information systems are critical to providing seamless logistics service across multiple carriers and modes of transportation. These systems must be capable of managing the flow of information through Electronic Data Interchange ("EDI") and other electronic means while providing shippers instant access to shipment data. Quality third-party logistics providers have developed these systems and make them available to their customers.

- . Transforming fixed costs to variable costs. Third-party logistics services turn many of a shipper's fixed logistics costs into variable costs.

As a result of increasingly global markets, international freight transportation is one of the fastest growing sectors of the freight transportation industry. For international shipments, shippers must rely on international providers to originate or complete a shipment. Managing the movement of goods within and between continents has become increasingly complex, and, therefore, multinational companies are seeking global logistics solutions. Only a few third-party domestic logistics providers, such as the Company, have developed the global capabilities to provide customers with logistics services on a worldwide basis.

OVERVIEW AND STRATEGY

Founded in 1905, the Company is the largest third-party logistics company in North America with 1996 gross revenues of \$1.6 billion. The Company is a global provider of multimodal transportation services and logistics solutions through a network of 116 offices in 38 states and Canada, Mexico, Belgium, the United Kingdom, France, Spain, Italy, Singapore and South Africa. Through contracts with over 14,000 motor carriers, the Company maintains the single largest network of motor carrier capacity in North America and is one of the largest third-party providers of intermodal services in the United States. In addition, the Company regularly provides air, ocean and customs services. As an integral part of the Company's transportation services, the Company provides a wide range of value-added logistics services, such as raw materials sourcing, freight consolidation, cross-docking and contract warehousing. During 1996, the Company handled over 935,000 shipments for more than 8,600 customers, ranging from Fortune 100 companies to small businesses in a wide variety of industries. During the past five years, the Company has increased net revenues at a compound annual growth rate of 18.6 percent.

The Company has developed global multimodal transportation and distribution networks to provide seamless logistics services worldwide. As a result, the Company has the capability of managing all aspects of the supply chain on behalf of its customers. As a non-asset based transportation provider, the Company can focus on optimizing the transportation solution for its customer rather than on its own asset utilization, using established relationships with motor carriers, railroads (primarily intermodal service providers), air freight carriers and ocean carriers. Through its motor carrier contracts, the Company maintains access to more than 370,000 dry vans, 128,000 temperature-controlled vans and containers and 96,000 flatbed trailers. The Company also has intermodal marketing contracts with 11 railroads, including all of the major North American railroads, which give the Company access to more than 150,000 additional trailers and containers.

Throughout its 90-year history, the Company has been in the business of sourcing fresh produce. Much of the Company's logistics expertise can be traced to its significant experience in handling perishable commodities. Due to the time-sensitive nature and quality requirements of the shipments, fresh produce represents a unique logistics challenge, and the distribution and transportation costs are significant compared with, and may exceed, the cost of the produce being shipped. The Company has developed a network of produce sources and maintains access to specialized equipment and transportation modes designed to ensure timely delivery of uniform quality produce. In response to demand from large grocery retailers and food service distributors, the Company has developed its own brand of produce, The Fresh 1(R), which is sourced through various relationships and packed to order through contract packing agreements. The Company has also leveraged its food sourcing and logistics expertise into the sourcing of food ingredients on behalf of food manufacturers.

The Company's unique business philosophy has accounted for its strong historical results and has positioned the Company for continued growth. The Company's principal competitive advantage is its large decentralized branch network, staffed by nearly 1,300 salespersons who are employees rather than agents. These branch employees are in close proximity to both customers and carriers which facilitates quick responses to customers' changing needs. Branch employees act as a team in both marketing the Company's services and providing these services to individual customers. The Company compensates its branch employees principally on the basis of their branch's profitability, which in the Company's opinion produces a more service-oriented, focused and creative sales force. The Company is substantially owned by more than 700 of its employees, and, following this offering, these employees will continue to own more than 75% of the Company's Common Stock. The Company's recently adopted Stock Incentive Plan and Stock Purchase Plan will allow for even broader equity participation by employees following this offering.

Growth within the logistics industry is being driven by the continuing trend of companies outsourcing their logistics needs in order to focus on their core businesses, better manage just-in-time

inventory systems and reduce costs. According to a leading industry consultant, the available domestic market for third-party logistics providers was \$421 billion in 1996, only 5.9%, or \$25 billion, of which was actually generated by third-party logistics providers. This same consultant predicts the market for third-party logistics to double to \$50 billion by the year 2000, representing approximately 10% of the estimated \$474 billion domestic market. The Company believes the international logistics market is approximately three to four times the domestic market, and both the domestic and international markets are highly fragmented.

The Company's strategy for future growth is to expand the following:

. Core transportation business. The Company believes there are significant opportunities to gain more transportation business from both existing and new customers through its existing branch network. The Company also believes it can selectively add domestic branches in response to customer demand and opportunities to serve new customers in new geographic areas.

. International markets. The Company intends to open additional international branches to serve the local needs of its existing multinational customer base and gain new customers throughout the world. For example, after many years of providing logistics services to an international snack food company in North America, the Company was recently designated as this customer's international logistics partner. The Company has implemented a comprehensive logistics solution for this customer in Europe and is currently developing a similar solution in South Africa and South America.

. Enhanced logistics services. In recent years, the Company has been providing an expanded range of enhanced logistics services. The Company believes there are significant opportunities to increase the level of logistics services it provides to its customers. The Company intends to offer increasingly sophisticated logistics services to customers in order to provide greater efficiencies and reduce costs throughout the customers' supply chains.

LOGISTICS SERVICES

As a global, third-party logistics company, the Company provides multimodal transportation and related logistics services, sourcing and fee-based information services.

The Company seeks to establish long-term relationships with its customers in order to provide logistics solutions that reduce or eliminate inefficiencies in customers' supply chains. Whenever appropriate, the Company analyzes the customer's current transportation rate structures, modes of shipping and carrier selection. The Company may also examine the customer's warehousing, picking procedures, loading, unloading and dock scheduling procedures, as well as packaging and pallet configuration procedures. The Company then evaluates how these procedures interact with shipping, manufacturing and customer service. Upon completion of an initial analysis, the Company proposes solutions which allow the customer to streamline operating procedures and contain costs, while improving the management of its supply chain. Robinson branch employees remain involved with the customer throughout the analysis and implementation of the proposed solution. In the course of providing day-to-day transportation services, branch employees offer further logistics analysis and solutions as the employees become more familiar with the customer's daily operations and the nuances of its supply chain. The Company's ultimate goal is to assist the customer in managing its entire supply chain while being the customer's key provider of individual transportation services.

MULTIMODAL TRANSPORTATION SERVICES

On a day-to-day basis, customers communicate their freight needs, typically on a load-by-load basis, to the Company by means of a telephone call, fax transmission, e-mail or EDI message to the branch office salesperson responsible for the particular customer. That salesperson enters all appropriate information about each load into the Company's computer based Customer Oriented Shipment Management Operating System ("COSMOS"), determines the appropriate mode of transportation for the load and selects a carrier

or carriers, based upon the salesperson's knowledge of the carrier's service capability, equipment availability, freight rates and other relevant factors. The salesperson then communicates with the carrier's dispatch office to confirm a price for the transportation and the carrier's commitment to provide the transportation. At this point, the salesperson provides the carrier information to the customer, together with the Company's sales price, which is intended to provide a profit to the Company for the totality of services performed for the customer. By accepting the customer's order, the Company becomes legally responsible for transportation of the load from origin to destination, rather than being a mere freight broker. The carrier's contract is with the Company, not the customer, and the Company is responsible for prompt payment of carrier charges. The Company is also responsible to its customer for any claims for damage to freight while in transit or performance. In most cases, the Company receives reimbursement from the carrier for these claims.

As a result of the Company's logistics capabilities, many customers now look to Robinson to handle all, or a substantial portion, of their freight transportation requirements to or from a particular manufacturing facility or distribution center. In a number of instances, the Company has contracts with the customer whereby the Company agrees to handle a specified number of loads usually to specified destinations, such as from the customer's plant to a distribution center, at specific rates, but subject to seasonal variation. Most of the Company's rate commitments are for periods of one year or less. To meet its obligations under these customer contracts, Robinson may obtain advance commitments from one or more carriers to transport all, or a significant portion, of the contracted loads, again at specific rates, for the length of Robinson's customer contract.

As part of its customer focus, Robinson offers a wide range of logistics services on a worldwide basis to assure timely, efficient and cost effective delivery through the use of one or more transportation modes. These logistics services include: transportation management (price and modal comparisons and selection; shipment consolidation and optimization; improvement of operating and shipping procedures and claims management); minimization of storage (through cross-docking and other flow-through operations); logistics network and nodal location analysis to optimize the entire supply chain; tracking and tracing; reverse logistics and other special needs; management information; and analysis of a customer's risk and claims management practices. Robinson will evaluate a customer's core carrier program by reviewing such factors as carriers' insurance certificates, safety ratings and financial stability as well as establishing a program to measure and monitor key quality standards for those core carriers. These services are bundled with underlying transportation services and are not typically separately priced, but instead are reflected as a part of the cost of transportation services provided by the Company on a transactional basis pursuant to continuing customer relationships. Incident to these transportation services, the Company may supply sourcing, contract warehousing, consulting and other services, for which it is separately compensated.

The Company is capable of arranging all modes of transportation services on a worldwide basis:

. Truck--Through its contracts with over 14,000 motor carriers, the Company maintains access to more than 370,000 dry vans, 128,000 temperature-controlled units and 96,000 flatbeds. It offers both time- definite and expedited truck transportation. In many instances, particularly in connection with its sourcing business, the Company will consolidate partial loads for several customers into full truckloads.

. Intermodal--Intermodal transportation involves the shipment of trailers or containers by a combination of truck, rail and/or ship in a coordinated manner. The Company provides intermodal service by both rail and ship, arranges local pickup and delivery (known as drayage) through local motor carriers and provides temperature-controlled double and triple-stacked intermodal containers. The Company currently owns or leases 370 intermodal containers. The Company also has intermodal marketing contracts with 11 railroads, which give the Company access to more than 150,000 additional trailers and containers.

. Ocean--As an indirect ocean carrier and freight forwarder, the Company consolidates shipments, determines routing, selects ocean carriers, contracts for ocean shipments, provides for local

pickup and delivery of shipments and arranges for customs clearance of shipments, including the payment of duties.

. Air--The Company provides door-to-door service as a full-service air freight forwarder, both domestically and internationally.

The table below shows the Company's net revenue by transportation mode for the periods indicated:

TRANSPORTATION SERVICES NET REVENUE
(IN THOUSANDS)

	YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,	
	1992	1993	1994	1995	1996	1996	1997
Truck.....	\$55,826	\$63,549	\$81,122	\$ 97,636	\$110,460	\$ 51,884	\$ 63,073
Intermodal.....	3,876	4,411	7,828	6,864	8,014	3,865	5,045
Ocean.....	1,903	6,278	6,865	7,212	8,121	4,079	4,369
Air.....	298	323	550	1,402	1,687	795	769
Miscellaneous (1)...	2,381	2,686	2,922	3,907	4,964	1,970	2,426
Total.....	\$64,284	\$77,247	\$99,287	\$117,021	\$133,246	\$ 62,593	\$ 75,682
	=====	=====	=====	=====	=====	=====	=====

(1) Consists of customs clearance (Automated Brokerage Interface (ABI) and Automated Clearing House (ACH) capabilities with the U.S. Customs Service) and warehousing.

As the Company has emphasized integrated logistics solutions, its relationships with many customers have become broader, with the Company becoming a business partner responsible for a greater portion of supply chain management. Customers may be served by specially created Robinson teams and over several branches. Examples include:

. For an international snack food company, the Company redesigned the sourcing program for raw commodities to more efficiently serve multiple plant sites and designed special containers for the transportation of these commodities. Through its services, the Company assures more timely delivery of higher quality commodities, minimizes factory downtime, and improves flexibility to respond to emergency situations.

. For a national retailer with an overburdened distribution center network and a need for enhanced inventory control, the Company implemented a flow-through cross-docking program keeping inventory in motion while consolidating less than truckload freight deliveries from seven states into truckload deliveries to ten distribution centers. Direct vendor communication improved control of inbound inventory by giving distribution centers the ability to plan delivery and scheduling of inventory. The Company also opened two distribution centers on a contract basis, began receiving product within days and commenced distribution of products to retail stores within two weeks of initiating the program.

. To address a national dairy cooperative's peak-season volatility, the Company's on-site team is solely responsible for selecting and dispatching all carriers, including the cooperatives's private fleet. The Company consolidates customer orders, schedules pick-ups and manages routing, tracking and tracing, delivery appointments and pallet returns for all of the cooperative's finished dairy products from 25 facilities.

. For the beverage division of a national food company, the Company implemented a transition from product specific transportation management to a regionally focused, decentralized approach for 41 plants which distribute to over 1,000 customers. The Company now consolidates customer orders which enables the Company to streamline production scheduling to eliminate manufacturing downtime. The Company manages the core carrier program and is responsible for carrier selection and on-time performance.

SOURCING

Throughout its 90-year history, Robinson has been in the business of sourcing fresh produce. Much of the Company's logistics expertise can be traced to the Company's significant experience in handling perishable commodities. Because of its perishable nature, produce must be quickly packaged, transported within tight timetables in temperature controlled equipment and distributed quickly to replenish high turnover inventories maintained by wholesalers, food service companies and retailers. In most instances, the Company consolidates individual customers' produce orders into truckload quantities at the point of origin and arranges for transportation of the truckloads, often to multiple destinations. Approximately one-half of the Company's sourcing customers are produce wholesalers, who purchase produce in relatively large quantities through the Company and resell the produce to grocery retailers, restaurants and other resellers of food. More than one-third of Robinson's sourcing customers are grocery store chains and other multistore retailers, and most of the Company's remaining customers are food service companies that distribute a range of food products to retailers, restaurants and institutions.

During the past five years, the Company has actively sought to expand its food sourcing customer base by focusing on the larger multistore retailers. As these retailers have expanded through store openings and industry consolidation, their traditional methods of produce sourcing and store-level distribution, which relied principally on regional or even local purchases from wholesalers, have become inefficient. The Company's logistics and perishable commodities sourcing expertise can greatly improve the retailers' produce purchasing as well as assure uniform quality from region to region and store to store. The Company introduced its proprietary The Fresh 1(R) brand of produce in 1989, which includes a wide range of uniform quality, top grade fruits and vegetables purchased from various domestic and international growers.

Examples of perishable commodities sourcing and logistics services provided by the Company for major retail chains include:

. The Company has improved the quality of produce offered by a major grocery retailer through the use of Robinson's packed-to-order The Fresh 1(R) label. The Company is responsible for sourcing produce, assisting in management of inventory levels, transporting to the customer's nine distribution centers and, when required, delivering to each retail store. Payment is electronic.

. For another major retailer, the Company is responsible for providing produce to the customer's seven distribution centers, emphasizing The Fresh 1(R) labeled produce. These distribution centers currently serve approximately 350 individual stores. The Company receives point of sale produce sales information directly through EDI from the customer and is implementing a program where it is responsible for inventory control and reordering as well as management of transportation to the customer's distribution centers. Invoicing is electronic.

The Company has also sought to leverage its food sourcing and logistics expertise into the food ingredients market and has focused on the major food manufacturers that utilize significant quantities of various ingredients in producing food products. Examples of ingredients sourced for food processors include fruit juice concentrates, dehydrated onions, chocolate and natural food colors.

Sourcing accounted for approximately 24%, 24% and 22% of the Company's net revenues in 1994, 1995 and 1996, respectively.

INFORMATION SERVICES

A subsidiary of the Company, T-Chek Systems, Inc. provides motor carrier customers with funds transfer and driver payroll services, fuel management services, fuel and use tax reporting as well as on-line access to custom-tailored information management reports, all through the use of its proprietary automated system. This system enables motor carriers to track equipment, manage fleets and dictate

where and when their drivers purchase fuel. For several companies and truck stop chains, T-Chek captures sales and fuel cost data, applies the margin agreed between seller and purchaser, reprices the sale, invoices the carrier and provides management information to the seller. T-Chek is also seeking to market other tracking, tracing and communications services and products, primarily to motor carriers.

Through its subsidiary, Payment and Logistics, Inc., the Company provides freight payment services to shippers using a proprietary system, often linked to the carriers by EDI, with the ability to process freight payments by electronic funds transfer. This paperless system also enables the Company to automatically audit the customer's freight rates, eliminate duplicate payments to carriers and produce reports containing information about such matters as shipping patterns, freight volumes and overall transportation costs. The Company and the customer use these data to better manage the customer's supply chain.

The Company's information services accounted for approximately 3%, 3% and 4% of the Company's net revenues in 1994, 1995 and 1996, respectively.

ORGANIZATION

To allow the Company to stay close to customers and markets, the Company has created and continues to expand a network of 116 offices, supported by executives and services in a central office.

BRANCH NETWORK

Branch salespersons are responsible for developing new business, receiving and processing orders from specific customers located in the area served by the branch and contracting with carriers to provide the transportation requested. In addition to routine transportation, salespersons are often called upon to handle customers' unusual, seasonal and emergency needs. Shipments to be transported by truck are almost always contracted at the branch level. Some branches may rely on expertise in other branches when contracting intermodal, international and air shipments.

Salespersons in the branches both sell and service their customers rather than rely exclusively on a central office or dedicated sales staff. Sales opportunities are identified through the Company's database, industry directories, referrals by existing customers and leads generated by branch office personnel through knowledge of their local and regional markets. Each branch is also responsible for locating and contracting with carriers to serve the branch's customers.

The table below shows certain information about the Company's branches for the periods indicated:

BRANCH DATA (DOLLARS IN THOUSANDS)

	YEAR ENDED DECEMBER 31,					SIX MONTHS ENDED JUNE 30,	
	1992	1993	1994	1995	1996	1996	1997
Average employees per branch....	14.0	14.6	15.8	14.6	15.4	15.0	15.9
Average net revenues per branch.	\$1,247	\$1,392	\$1,597	\$1,683	\$1,717	\$ 856	\$ 901
Average net revenues per employee.....	\$ 93	\$ 98	\$ 105	\$ 113	\$ 115	\$ 58	\$ 57

As of June 30, 1997, the Company's 1,365 branch salespersons represented approximately 70% of the Company's total workforce and all branch employees, including support staff, represented over 90% of the Company's workforce. At June 30, 1997, the number of salespersons per Company branch ranged from three to 54.

Branch Expansion. The Company expects to continue to add branch offices as management determines that a new branch may contribute to continued growth and as branch salespersons develop the capability to manage a new branch. The Company intends to focus particularly on opening overseas branches as opportunities arise to serve the local needs of multinational customers. Additional branches are often opened within a territory previously served by another branch, such as within major cities, as the volume of business in a particular area warrants opening a separate branch. Capital required to open a new branch is modest, involving a lease for a small amount of office space, communication links and often employee compensation guaranties for a short time.

Unique Branch Network. For almost two decades, new branch salespersons have been hired through a sophisticated profiling system using standardized tests to measure an applicant against the traits determined by the Company to be those of successful Robinson employees. These common traits facilitate cooperative efforts necessary for the success of each office. Applicants are recruited nationally from across the United States and Canada, typically have college degrees and some have business experience, not necessarily within the transportation industry. The Company is highly selective in determining to whom it offers employment.

Newly hired branch employees receive extensive on-the-job training at the branch level, which ranges from six months to a year and emphasizes development of the necessary skills and attitude to become productive members of a branch team. The Company believes most salespersons become productive employees in a matter of weeks. After gaining a year of experience, each salesperson attends a Company-sponsored national meeting to receive additional training and foster relationships between branches.

Employees at the branch level form a team, which is enhanced by the Company's unique incentive compensation system under which a significant part of the compensation of most branch managers and salespersons is dependent on the profitability of the particular branch. For any calendar year, branch managers and salespersons who have been employed for at least one complete year participate in the branch's earnings for that calendar year, based on a system of "points" awarded to the employees on the basis of their productivity and contribution. Most of a branch manager's compensation is provided by this compensation program. For 1996, incentive-based compensation averaged 31% of branch salespersons' total compensation, 64% of branch managers' total compensation and 61% of officers' total compensation. Branch employees also participate in the Company's Profit Sharing Plan, contributions to which depend on overall Company profitability. See "Management--Existing Incentive Plans--Profit Sharing Plan." Branch managers of larger branches also participate in a separate incentive program based on overall Company profits. See "Management--Existing Incentive Plans--Restricted Stock Programs." In connection with establishing new branches and other special circumstances, the Company may guaranty a level of compensation to the branch manager and key salespersons.

Following this offering, all managers throughout the Company who have significant responsibilities will be eligible to participate in the Company's Stock Incentive Plan. Employees at all levels, after a qualifying period of employment, will be eligible to participate in the Company's Stock Purchase Plan. See "Management--New Incentive Plans."

Individual salespersons benefit through the growth and profitability of individual branches and are motivated by the opportunity to become branch managers, assistant managers or department managers. All branch salespersons are full time employees.

EXECUTIVES

Under the Company's decentralized operating system, branch managers report directly to, and receive guidance and support from, a small group of executive officers at the Company's central office. Customers, carriers, managers and employees have direct access to the Company's Chief Executive Officer, D.R. Verdoorn, and all other executive officers. These executives provide training and education concerning logistics, develop new services and applications to be offered to customers and provide broad market analysis.

EMPLOYEES

As of June 30, 1997, the Company had a total of 1,801 employees, substantially all of whom are full-time employees, 1,641 of which were located in the Company's branch offices. Corporate services such as accounting, information systems, legal, credit support and claims support are provided centrally. The Company believes that its compensation and benefit plans are among the most competitive in the industry and that its relationship with employees is excellent.

CUSTOMERS AND MARKETING

The Company seeks to establish long-term relationships with its customers and to increase the amount of business done with each customer by seeking to provide the customer with a full range of logistic services. In 1996, the Company served approximately 8,600 customers, ranging from Fortune 100 companies to small businesses in a wide variety of industries. During 1996, no customer accounted for more than 4% of gross revenues, and the Company's 10, 20 and 50 largest customers represented approximately 15%, 20% and 29% of gross revenues, respectively. In recent years, revenue growth has been achieved through the growth and consolidation of customers, expansion of the services provided by the Company and an increase in the number of customers served. In the first half of 1997, net revenues attributable to the Company's 50 largest transportation customers increased 36.7% over net revenues from the Company's 50 largest transportation customers in the same period in 1996. While the Company has increased the level of business with its larger customers in recent years, the Company has experienced growth in its total customer base as well.

The Company believes that decentralization allows salespersons to better serve the Company's customers by fostering the development of a broad knowledge of logistics and local and regional market conditions as well as the specific logistics issues facing individual customers. With the guidance of experienced branch managers (who have an average tenure of 13 years with the Company), branches are given significant latitude in pursuing opportunities and committing the Company's resources to serve customers.

Branches seek additional business from existing customers and pursue new customers, based on their knowledge of local markets and the range and value of logistics services that the Company is capable of providing. The Company has begun placing increased emphasis on national sales and marketing support to enhance branch capabilities. Increasingly, branches call on central office executives, a national sales staff and a central logistics group to support them in the pursuit of multinational corporations and other companies with more complex logistics requirements.

RELATIONSHIPS WITH CARRIERS

The Company seeks to establish long-term relationships with carriers in order to assure dependable services, favorable pricing and carrier availability during peak shipping periods and periods of undercapacity. To strengthen and maintain these relationships, Company salespersons regularly communicate with carriers serving their region and seek to assist carriers with equipment utilization, reduction of empty miles and equipment repositioning. The Company has a policy of prompt payment and provides centralized claims management on behalf of various shippers. Many smaller carriers effectively consider Robinson as their sales and marketing department.

As of June 30, 1997, the Company had contracts with 14,125 motor carriers (representing approximately 128,000 temperature controlled vans, 370,000 dry vans and 96,000 flatbeds). Those carriers include owner-operators of a single truck, small and mid-size fleets, private fleets and the largest national trucking companies. Consequently, the Company is not dependent on any one carrier. As of June 30, 1997, the Company also had intermodal marketing contracts with 11 railroads, including all of the major North American railroads, giving the Company access to more than 150,000 additional trailers and containers.

The Company qualifies each motor carrier to assure that it is properly licensed and insured and has the resources to provide the necessary level of service on a dependable basis. The Company's motor carrier contracts require that the carrier commit to a minimum number of shipments, issue invoices only to, and accept payment solely from, Robinson and permit Robinson to withhold payment to satisfy previous claims or shortages. Carrier contracts also establish transportation rates which can be modified by issuance of an individual load confirmation. The Company's contracts with railroads govern the transportation services and payment terms by which the Company's intermodal shipments are transported by rail. Intermodal transportation rates are typically negotiated between the Company and the railroad on a customer-specific basis.

COMPETITION

The transportation services industry is highly competitive and fragmented. The Company competes primarily against a large number of other non-asset based logistics companies, as well as asset-based logistics companies, third-party freight brokers, carriers offering logistics services and freight forwarders. The Company also competes against carriers' internal sales forces and shippers' own transportation departments. It also buys and sells transportation services from and to companies with which it competes.

The Company believes that its most significant competitive advantages are:

(i) its large decentralized branch network, staffed by salespersons who are employees rather than agents, which enables the Company's salespersons to gain significant knowledge about individual customers and the local and regional markets they serve, (ii) its ability to provide a broad range of logistics services, and (iii) its ability to provide services on a worldwide basis.

COMMUNICATIONS AND INFORMATION SYSTEMS

To handle the large number of daily transactions and to accommodate its decentralized branch system, the Company has designed an extensive communications and information system. Employees are linked with each other and with customers and carriers by telephone, facsimile, e-mail and/or EDI to communicate requirements and availability, to confirm and bill orders and, through the Company's Internet home page, to trace shipments. The Company has developed its own proprietary computer based system, COSMOS. The most recent enhancements help salespersons service customer orders, select the optimal modes of transportation, build and consolidate loads and select routes, all based on customer-specific service parameters. COSMOS makes load data visible to the entire branch sales team, enabling the salespersons to select carriers and track loads in progress, and automatically provides visible alerts to any arising problems. The Company's internally developed proprietary decision support system ("BSMART") uses data captured from daily transactions to generate various management reports which are available to the Company's large logistics customers to provide information on traffic patterns, product mix and production schedules. BSMART enables customers to analyze their own customer base, transportation expenditure trends and the impact on out-of-route and out-of-stock costs.

GOVERNMENT REGULATION

The transportation industry has been subject to legislative and regulatory changes that have affected the economics of the industry by requiring changes in operating practices or influencing the demand for, and cost of providing, transportation services. The Company cannot predict the effect, if any, that future legislative and regulatory changes may have on the transportation industry.

The Company is subject to licensing and regulation as a transportation provider. The Company is licensed by the DOT as a broker in arranging for the transportation of property by motor vehicle. The DOT prescribes qualifications for acting in this capacity, including certain surety bonding requirements. The Company provides motor carrier transportation services that require registration with the DOT and compliance with certain economic regulations administered by the DOT, including a requirement to

maintain insurance coverage in minimum prescribed amounts. The Company is subject to regulation by the Federal Maritime Commission as an ocean freight forwarder and maintains a non-vessel operating common carrier bond. The Company operates as an indirect air cargo carrier subject to economic regulation by the DOT. The Company provides customs brokerage services as a customs broker under a license issued by the U.S. Customs Service of the Department of Treasury. The Company sources fresh produce under a license issued by the U.S. Department of Agriculture. Other sourcing and distribution activities may be subject to various federal and state food and drug statutes and regulations. Although Congress enacted legislation in 1994 that substantially preempts the authority of states to exercise economic regulation of motor carriers and brokers of freight, the Company and several of its subsidiaries continue to be subject to a variety of vehicle registration and licensing requirements. The Company and the carriers that the Company relies on in arranging transportation services for its customers are also subject to a variety of federal and state safety and environmental regulations. Although compliance with the regulations governing licensees in these areas has not had a materially adverse effect on the Company's operations or financial condition in the past, there can be no assurance that such regulations or changes thereto will not adversely impact the Company's operations in the future. Violation of these regulations could also subject the Company to fines or, in the event of serious violation, suspension or revocation of operating authority as well as increased claims liability.

LITIGATION

In 1995, the U.S. Customs Service began an investigation of possible duties owed on imports of certain juice concentrates by a subsidiary of the Company. The Company has been advised by the United States Attorney for the Eastern District of New York that its subsidiary was not the target or the subject of a criminal investigation, although the United States Attorney is not bound by such statements. The Company believes, however, that the U.S. Customs Service will seek additional duties of approximately \$4.0 million and may seek civil monetary penalties against the subsidiary of the Company. The Company believes the disposition of this matter will not have a material adverse effect on the business, financial condition or results of operations of the Company, although there can be no assurance that the duties and penalties sought against the subsidiary will not exceed the Company's reserves for this matter.

The Company is currently not otherwise subject to any pending or threatened litigation other than routine litigation arising in the ordinary course of business, none of which is expected to have a material adverse effect on the business, financial condition or results of operations of the Company.

PROPERTIES

Principally all of the Company's branch offices and its central office are leased from third parties under leases with initial terms ranging from three to ten years. The Company considers its current offices adequate for its current level of operations. The Company has not had difficulty in obtaining sufficient office space and believes it can renew existing leases or relocate branches to new offices as leases expire.

RISK MANAGEMENT AND INSURANCE

In its truck and intermodal operations, the Company assumes full value cargo risk to its customers. The Company subrogates its losses against the motor or rail carrier with the transportation responsibilities. The Company requires all motor carriers participating in its contract program to carry at least \$750,000 in general liability insurance and \$25,000 in cargo insurance. Many carriers carry insurance limits exceeding these minimums. Railroads, which are generally self-insured, provide limited common carrier liability protection, generally up to \$250,000 per shipment. For both truck and rail transportation, higher coverage is available to the customer on a load-by-load basis at an additional price.

In its international freight forwarding, ocean transportation and air freight businesses, the Company does not assume cargo liability to its customers above minimum industry standards. The Company offers its customers the option to purchase ocean marine cargo coverage to insure goods in transit. When the Company agrees to store goods for its customers for longer terms, it provides limited warehouseman's coverage to its customers and contracts for warehousing services from companies which provide the Company the same degree of coverage.

The Company maintains a broad cargo liability policy to protect it against catastrophic losses that may not be recovered from the responsible carrier with a deductible of \$100,000 per incident. Total claims paid by the Company in 1996 and uncollectible from carriers were less than \$200,000. The Company also carries various liability policies, including auto and general liability, with a \$75 million umbrella.

Agricultural chemicals used on agricultural commodities intended for human consumption are subject to various approvals, and the commodities themselves are subject to regulations on cleanliness and contamination. Concern about particular chemicals and alleged contamination has led to recalls of products, and tort claims have been brought by consumers of allegedly affected produce. Because the Company is a seller of produce, it may have legal responsibility arising from sales of produce. While the Company carries product liability coverage of \$75 million, settlement of class action claims is often costly, and the Company cannot assure that its liability coverage will be adequate and will continue to be available. In addition, in connection with any recall, the Company may be required to bear the cost of repurchasing, transporting and destroying any allegedly contaminated product, for which it is not insured. Any recall or allegation of contamination could affect the Company's reputation, particularly of its The Fresh 1(R) brand. Loss due to spoilage (including the need for disposal) is also a routine part of the sourcing business.

MANAGEMENT

EXECUTIVE OFFICERS AND DIRECTORS

The Company's executive officers and directors are:

NAME ----	AGE ---	POSITION -----
D.R. Verdoorn.....	58	President, Chief Executive Officer and Director
Looe Baker III.....	47	Vice President and Director
Barry W. Butzow.....	50	Vice President and Director
Gregory D. Goven.....	46	Vice President
Bernard M. Madej.....	54	Vice President, Logistics
Robert S. Ingram.....	57	Vice President, Transportation
Michael T. Rempe.....	43	Vice President, Produce
Thomas M. Jostes.....	37	Vice President, Transportation
Thomas D. Perdue.....	47	Vice President, Intermodal
Dale S. Hanson.....	58	Vice President, Finance, Chief Financial Officer and Director
Owen P. Gleason.....	46	Vice President, General Counsel, Secretary and Director
Jennifer T. Amys.....	46	Vice President, Chief Information Officer
John P. Wiehoff.....	36	Corporate Controller and Treasurer
Robert Ezrilov.....	52	Director
Gerald A. Schwalbach.....	52	Director

D.R. Verdoorn has been the President and Chief Executive Officer of the Company and its predecessor since 1977 and a director since 1975. He has been with the Company since 1963. He has served on the Boards of Directors for United Fresh Fruit and Vegetable Association and the Produce Marketing Association. Mr. Verdoorn attended Central College in Pella, Iowa.

Looe Baker III has been a Vice President since 1979 and a director since 1984. Mr. Baker began his career with the Company in 1971. Mr. Baker has served on the Board of Directors for the Produce Marketing Association. He is a director of Orval Kent Holding Co. He holds a Bachelor of Science degree from Drake University.

Barry W. Butzow has been a Vice President since 1984 and a director since 1986. He began employment with the Company in 1969. He holds a Bachelor of Arts degree from Moorhead State University.

Gregory D. Goven has been a Vice President since 1988. Mr. Goven joined the Company in 1973. Mr. Goven holds a Bachelor of Science degree from North Dakota State University. Mr. Goven's wife is the first cousin of Mr. Verdoorn.

Bernard M. Madej has been Vice President, Logistics since 1995. Prior to that, he had held the position of Vice President, Transportation since 1986. Prior to joining the Company, he held other senior positions with various logistics companies. He has served on the Executive Committee of the Council of Logistics Management and is a past president of the Transportation Intermediaries Association, Midwest Division. He holds a Bachelor of Science degree from the University of St. Thomas.

Robert S. Ingram has been Vice President, Transportation since 1996 and prior to that was Vice President of Intermodal from 1992. Prior to joining the Company, Mr. Ingram held several executive positions with the Burlington Northern Railway, the Soo Line Railroad, Sealand Service and several regional railroads. He holds a Bachelor of Science degree from the University of Pennsylvania.

Michael T. Rempe has been Vice President, Produce since 1994, after starting with the Company in 1989 as Director of Produce Merchandising. Prior to that, he held several senior positions in the retail grocery industry. Mr. Rempe is currently on the Board of Directors of the Produce Marketing Association and Produce for Better Health. Mr. Rempe attended Indiana University Purdue University in Indianapolis.

Thomas M. Jostes has served as Vice President, Transportation since 1995 and has been employed by the Company since 1984. Mr. Jostes holds a Bachelor of Arts degree from Iowa State University.

Thomas D. Perdue has been Vice President, Intermodal since 1995. From 1992 through 1995, he was Assistant Vice President of Intermodal Operations for the Burlington Northern Railway, and prior thereto, he held various transportation operations positions with Conrail. Mr. Perdue holds a Bachelor of Science degree from Indiana University.

Dale S. Hanson has been Vice President, Finance and Chief Financial Officer since 1990 and a director since 1988. Prior to joining the Company, Mr. Hanson held various executive positions with First Bank System, Inc. (now U.S. Bancorp), including Executive Vice President of First Bank System, Inc., President of FBS Merchant Banking Group and President of First Bank of St. Paul. Mr. Hanson holds a Bachelor of Arts degree from Carleton College.

Owen P. Gleason has been Vice President and General Counsel since 1990 and served as corporate counsel since 1978. Mr. Gleason has been a director since 1986. Mr. Gleason holds a law degree from Oklahoma City University and a Bachelor's Degree from Ripon College.

Jennifer T. Amys has been Vice President and Chief Information Officer since 1994. From 1989 through 1993, she was Director of Systems Development and Support for The Quaker Oats Company and prior to that held other senior MIS positions for several transportation and food companies. She has a Masters of Business Administration degree from the University of Minnesota and a Bachelor of Science degree from the University of Taiwan.

John P. Wiehoff has been Treasurer since May 1997 and Corporate Controller since 1992. Prior to that, he was employed as an audit manager by Arthur Andersen LLP. He holds a Bachelor of Science degree from St. John's University.

Robert Ezrilov has been a director of the Company since 1995. Mr. Ezrilov has been self-employed as a business consultant since April 1995. Prior to that, he was a partner with Arthur Andersen LLP, which he joined in 1966 subsequent to his obtaining a BSB degree at the University of Minnesota. Mr. Ezrilov also serves on the Board of Directors of Zomax Optical Media, Inc., (a turnkey provider of CDs and cassettes) and as an advisory board member to Holiday Companies (a group of related companies engaged in retailing and wholesaling grocery, general merchandise and petroleum products) and L&M Radiator (a replaceable core radiator manufacturer).

Gerald A. Schwalbach has been a director of the Company since 1997. He is currently an officer and director of Two S Properties, Inc. and Superior Storage, LLC, both of which are engaged in the business of operating self- storage and office warehouses. From 1985 to June 1996, Mr. Schwalbach served as Executive Vice President of Jacobs Management, Inc., a management corporation, and from 1996 to March 1997, as Executive Vice President of IMR General, Inc., an affiliate of Jacobs Management, Inc. Prior to joining Jacobs Management, Inc., Mr. Schwalbach was a tax partner with Arthur Andersen LLP. Since 1988, he has been a director of Delta Beverage Group, Inc., a beverage bottler and distributor. He graduated from Mankato State University in 1966 with a Bachelor of Science degree.

CLASSES OF DIRECTORS

Following this offering, the Board of Directors will be divided into three classes, each of whose members will serve for a staggered three-year term. Messrs. Verdoorn and Butzow will serve in the class whose term expires in 1998; Messrs. Baker, Ezrilov and Gleason will serve in the class whose term expires in 1999; and Messrs. Schwalbach and Hanson will serve in the class whose term expires in 2000. Upon the expiration of the term of a class of directors, directors in such class will be elected for three-year terms at the annual meeting of stockholders in the year in which such term expires.

BOARD COMMITTEES

The Board of Directors has a Compensation Committee that until the closing of this offering will continue to be comprised of Messrs. Verdoorn, Ezrilov and Schwalbach and after the closing will be comprised of Messrs. Ezrilov and Schwalbach. There are no Compensation Committee interlocks which are required to be disclosed by the rules promulgated by the Commission under the Securities Act. The Board of Directors has established an Audit Committee, effective upon closing of this offering, comprised of Messrs. Ezrilov and Schwalbach.

DIRECTOR COMPENSATION

Directors who are not employees of the Company will receive \$1,500 for each Board meeting attended, \$750 for each committee meeting attended and \$6,000 annually. The Company may pay such fees in Common Stock.

Each non-employee director has been granted a nonqualified stock option to purchase 3,000 shares of Common Stock at a price equal to the initial public offering price under the Stock Incentive Plan. The Company intends to make annual grants of nonqualified stock options at fair market value to its non- employee directors in the future.

EXECUTIVE OFFICERS

Executive officers are elected by the Board of Directors annually and serve at the pleasure of the Board of Directors.

EXECUTIVE COMPENSATION

The following table sets forth all compensation awarded, paid or accrued by the Company for services rendered to the Company in all capacities for each of the five most highly compensated executive officers of the Company (the "Named Executive Officers") for the year ended December 31, 1996:

SUMMARY COMPENSATION TABLE

	ANNUAL COMPENSATION			LONG-TERM COMPENSATION	
	SALARY (1)	BONUS (2)	OTHER (3)	RESTRICTED STOCK AWARDS	ALL OTHER COMPENSATION (4)
D.R. Verdoorn Chief Executive Officer.....	\$164,276	\$271,452	\$1,606	\$197,271	\$ --
Looe Baker III Vice President.....	111,900	173,764	--	65,757	12,000
Barry W. Butzow Vice President.....	98,823	179,839	--	65,757	12,000
Bernard M. Madej Vice President, Logistics.....	97,924	179,839	--	57,535	12,000
Gregory D. Goven Vice President.....	97,924	164,839	--	57,535	12,000

(1) Base salary plus amount paid as an automobile allowance.

(2) See "Existing Incentive Plans--Cash-Based Programs."

(3) Consists of unreimbursed personal travel expenses.

(4) Contributions to the Profit Sharing Plan.

OPTION GRANTS

The Company adopted a Stock Incentive Plan in August 1997. See "New Incentive Plans--Stock Incentive Plan." On the date of this Prospectus, the Company is granting options for an aggregate of 470,417 of Common Stock to 249 employees, including the Named Executive Officers, at an exercise price equal to the initial public offering price of the Common Stock offered hereby, as follows: Mr. Verdoorn, 13,109 shares, Mr. Baker, 13,109 shares, Mr. Butzow, 13,109 shares, Mr. Madej, 13,109 shares and Mr. Goven, 13,109 shares.

INDEBTEDNESS OF MANAGEMENT

The Company has made loans to its officers from time to time. All such loans require that the officer pay interest on an annual basis at the prime rate. The following table shows for certain of the Company's executive officers and members of their immediate families the name of such person, the person's relationship to the Company, the largest aggregate amount of indebtedness outstanding during the period from January 1, 1996, through July 31, 1997, and the amount outstanding on July 31, 1997. The interest rate charged on such loans has varied from 8.25% to 8.50% over the period from January 1, 1996 through July 31, 1997 and was 8.50% at July 31, 1997.

NAME	RELATIONSHIP	MAXIMUM OUTSTANDING	OUTSTANDING AT JULY 31, 1997
----	-----	-----	-----
D.R. Verdoorn	Executive Officer	\$ 55,166	\$ --
Barry W. Butzow	Executive Officer	185,000	160,000
Gregory D. Goven	Executive Officer	112,880	55,000
Bernard M. Madej	Executive Officer	13,330	10,330
Michael T. Rempe	Executive Officer	89,786	84,639
Thomas M. Jostes	Executive Officer	100,000	100,000
Thomas D. Perdue	Executive Officer	45,000	30,000
Dale S. Hanson	Executive Officer	150,000	100,000
Owen P. Gleason	Executive Officer	187,401	187,401
Jennifer T. Amys	Executive Officer	50,000	50,000
John P. Wiehoff	Executive Officer	40,000	40,000
Suzanne M. Jostes	Immediate family(1)	18,000	12,000

(1) Ms. Jostes is the sister of Thomas M. Jostes and is an employee of the Company.

EXISTING INCENTIVE PLANS

The Company believes that its cash and stock-based incentive plans have been significant motivational factors for its executives and other employees for many years.

Book Value Stock Purchases

Certain employees selected by the Board of Directors have made annual purchases of Common Stock at book value from retiring employees. Upon an employee's retirement, the Company has the right to purchase at then current book value all outstanding Common Stock held by the employee or to designate a purchaser of the Common Stock. In some cases, a retiring employee has the right to require the Company to purchase the Common Stock at then book value. Because of the growth in the book value of the Common Stock, employees have achieved significant returns on their investments.

At June 30, 1997, 740 employees, former employees and directors held an aggregate of 35,295,720 shares of Common Stock in addition to stock held under the three restricted stock programs described below. Upon the closing of this offering, the Company's right to repurchase Common Stock will lapse and all such Common Stock will become freely tradeable, except for restrictions on resale applicable for six months (as to all employees) and for 12 months (as to all Selling Stockholders). See "Shares Eligible

for Future Sale." Employees will no longer have the opportunity to purchase Common Stock at book value from retiring employees. The Company has established a Stock Purchase Plan by which employees may purchase stock at a small discount from fair market value after this offering. See "--New Incentive Plans--Stock Purchase Plan."

Restricted Stock Programs

Under the Central Office Management Incentive Program, executives have been awarded restricted stock, without any additional payment, the amount of which depends upon the achievement of certain growth objectives for the Company. Participants and their percentage participation have been selected prior to the beginning of a fiscal year for participation for the next three fiscal years. A pool, based on growth in net profits before taxes and profit sharing, with certain other adjustments, over the prior year, has been established for each year. Each participant has a percentage participation in the pool. The value of the pool, as of the end of a year, is paid out in Common Stock in the following year to participants in the pool, based on the book value of the Common Stock at year-end and their respective participations. The Common Stock awarded under the Program has been restricted and forfeited unless the employee remains employed by the Company to age 65, except in the case of death or disability, as determined by the Company's Compensation Committee. Certain employees have the right to retire early, with the consent of the Company, and to receive the book value of the restricted Common Stock that would otherwise be forfeited, payable over a period of five to ten years, conditioned upon not being a competitor of the Company. For 1996, \$710,973 was earned by 20 employees, including 13 executive officers, under this Program, which was paid out in 1997 in the form of 188,088 shares of Common Stock. Upon the closing of this offering, this Program will be modified to provide that participants for 1997 will receive cash rather than Common Stock based on the value of the pool.

Under the Profit Center Incentive Program, managers of larger profit centers who have been selected to participate in the Program have been awarded restricted stock, without any additional payment, the value of which depends upon the achievement of certain growth objectives for the Company. Participants and their percentage participation has been selected annually prior to the beginning of a fiscal year. A pool, based on growth in net profits before taxes and profit sharing, with certain other adjustments, over the prior year, was established for each year. The value of the pool, as of the end of a year, was paid out in Common Stock in the following year to participants in the pool, based on the book value of the Common Stock at year end and their relative participations. The Common Stock awarded under the Program has been restricted and will be forfeited unless the employee remains employed by the Company to age 65, except in the case of death or disability as determined by the Company's Compensation Committee. Certain employees have the right to retire early, with the consent of the Company, and to receive the book value of the restricted stock that would otherwise be forfeited, payable over a period of five to ten years, conditioned upon not being a competitor of the Company. For 1996, \$349,264 was earned by 35 profit center managers under this Program, which was paid out in 1997 in the form of 92,398 shares of Common Stock. Upon the closing of this offering, this Program will be modified to provide that participants for 1997 will receive cash rather than Common Stock based on the value of the pool.

Under the Employee Incentive Program, Common Stock has been awarded to key employees, without any additional payment. The Common Stock awarded under the Program has been restricted and will be forfeited unless the employee remains employed by the Company until five years after the end of the calendar year in which such award was made, except in the case of death or disability. Certain employees have the right to retire early, with the consent of the Company, and to receive the book value of the restricted stock that would otherwise be forfeited, over a period of five to ten years. In 1997, 1,600 shares of Common Stock having a book value of \$3.78 were awarded to two employees under this Program. Upon the closing of this offering, this Program will be terminated. The Company intends to use its newly created Stock Incentive Plan as an alternative to this program. See "--New Incentive Plans."

At June 30, 1997, 87 employees held an aggregate of 5,968,901 shares of Common Stock under the three Programs described above. Of such shares, 87% are being sold in this offering. Prior to the closing of this offering, all restrictions described above will be removed.

The Central Office Management Incentive Program and the Profit Center Incentive Program, unlike the Employee Incentive Program, will continue after this offering for the remainder of 1997, on a cash basis. For 1998 and later years, the Company intends to either substitute an alternative program or use its Stock Incentive Plan as an alternative.

Cash-Based Programs

In addition to these stock-based plans, the Company pays bonuses to executives who achieve certain objectives established on an annual basis, dependent upon the Company's achieving one or more ranges of earnings from operations. Branch-level employees participate in the profits of their respective branches.

Profit Sharing Plan

The Company maintains one tax-qualified retirement plan, the Robinson Companies Retirement and Savings Plan, established in 1953. Generally, employees of the Company and all of its subsidiaries are eligible to participate in the plan after completing one year of service.

The plan permits each participating employee to make before-tax elective contributions, which are generally limited to 8% of regular compensation. These elective contributions are not matched by any employer contribution. The plan also allows the employer to make discretionary profit sharing contributions, generally in an annual amount not to exceed 15% of the aggregate compensation of all participating employees. These profit sharing contributions are made on a profit center basis and allocated to the accounts of participants employed in that profit center pro rata with each participant's compensation. Employee contributions are immediately vested. Employer contributions vest after five years of service. For the 1996 plan year, the Company contributed \$3.6 million to the plan.

Participants may direct the investment of their accounts into any of several mutual funds. The plan generally distributes the vested accounts to participants (or their beneficiaries) after termination of employment or death.

NEW INCENTIVE PLANS

Stock Incentive Plan

The Board of Directors adopted the Stock Incentive Plan on July 30, 1997, and the stockholders approved it on August 14, 1997. Pursuant to the Stock Incentive Plan, officers, other employees, consultants and eligible independent contractors of the Company may receive options to purchase Common Stock. The Stock Incentive Plan provides for the grant both of incentive stock options intended to qualify for preferential tax treatment under Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), and nonqualified stock options that do not qualify for such treatment. The exercise price of incentive stock options must equal or exceed the fair market value of the Common Stock on the date of grant. The Stock Incentive Plan also permits grants of stock appreciation rights, restricted stock and restricted stock unit awards, performance awards, dividend equivalents and other stock grants or other stock-based awards.

The Compensation Committee administers the Stock Incentive Plan and approves awards thereunder. A total of 2,000,000 shares of Common Stock has been reserved for issuance under the Stock Incentive Plan. Incentive stock options may only be granted under the Stock Incentive Plan to full or part-time employees of the Company (including officers and directors who are also employees) and of its present and future subsidiaries. Full or part-time employees, consultants and independent contractors to the Company or its subsidiaries or affiliates are eligible to receive options which do not qualify as incentive stock options, as well as other awards. In determining the persons to whom options and awards may be granted and the number of shares subject to each, the Board of Directors may take into account the nature

of services rendered by the respective employees or consultants, their present and potential contributions to the success of the Company, and such other factors as the Board of Directors in its discretion may deem relevant.

Under the Stock Incentive Plan, non-employee directors may be granted a nonqualified stock option to purchase shares of Common Stock on an annual basis. The exercise price of such nonqualified stock options will be equal to the fair market value of the Common Stock on the date of grant.

The Board of Directors may amend or discontinue the Stock Incentive Plan at any time, but may not make any revisions or amendments to the Stock Incentive Plan, absent stockholder approval, that would cause Rule 16b-3 under the Securities Exchange Act of 1934 or Section 162(m) of the Code to become unavailable with respect to the Stock Incentive Plan, would violate the rules or regulations of the Nasdaq National Market (or any other securities exchange that are applicable to the Company), or would cause the Company to be unable, under the Code, to grant incentive stock options under the Stock Incentive Plan. The Board of Directors may not alter or impair any award granted under the Stock Incentive Plan without the consent of the holder of the award. The Stock Incentive Plan will expire in 2007.

Stock Purchase Plan

The Company's Stock Purchase Plan will become effective upon consummation of this offering and will commence on January 1, 1998, and is intended to qualify as an employee stock purchase plan within the meaning of Section 423 of the Code. The Stock Purchase Plan covers an aggregate of 2,000,000 shares of Common Stock. In order to participate in the Stock Purchase Plan, employees must meet certain eligibility requirements. Participating employees will be able to direct the Company to make payroll deductions of up to 10% of their compensation during a quarterly purchase period for the purchase of shares of Common Stock. The Stock Purchase Plan will provide participating employees with the right, subject to certain limitations, to purchase the Company's Common Stock at a price equal to 85% of fair market value on the last business day of the applicable purchase period. The Stock Purchase Plan will terminate on such date as the Board of Directors may determine, or automatically as of the date on which all of the shares of Common Stock the Company has reserved for purchase under the Stock Purchase Plan have been sold.

CERTAIN TRANSACTIONS

In December 1996, the Company invested \$4,323,000 in a real estate venture. Gerald A. Schwalbach, a director of the Company, has a substantial interest in the venture. In August 1997, the investment was sold to Mr. Schwalbach and an unrelated individual on terms that the Company believes were no less favorable than what the Company could have received from an unaffiliated third party. The Company's income on the investment was \$595,000.

On June 30, 1997, the Company sold 25,000 shares of Common Stock to Gerald A. Schwalbach, a director of the Company, for cash in the amount of \$103,000 (\$4.12 per share, the book value of the stock at May 31, 1997).

PRINCIPAL AND SELLING STOCKHOLDERS

The table below sets forth, as of the date of this Prospectus, the number and percentage of outstanding shares of Common Stock beneficially owned by (i) each Named Executive Officer, (ii) each director of the Company, (iii) all directors and executive officers of the Company as a group, (iv) each other person known by the Company to own beneficially (directly or together with affiliates) more than 5% of the Common Stock and (v) the Selling Stockholders. The Company believes that each individual named has sole investment and voting power with respect to shares of Common Stock indicated as beneficially owned by him or her, except as otherwise noted. The shares being offered hereby represent 87% of the shares of Common Stock previously awarded to employees under the Company's restricted stock programs and 87% of the shares of Common Stock owned by former employees. The Selling Stockholders have granted the Underwriters a 30-day over-allotment option to purchase the remaining 13% of such shares.

NAME	SHARES BENEFICIALLY OWNED PRIOR TO OFFERING		NUMBER OF SHARES OFFERED	NUMBER OF SHARES PURCHASED IN OFFERING	SHARES BENEFICIALLY OWNED AFTER OFFERING	
	-----	-----			-----	-----
	NUMBER	%			NUMBER	%

DIRECTORS AND EXECUTIVE OFFICERS:						
D. R. Verdoorn (1).....	5,048,802	12.2	1,564,774	--	3,484,028	8.4
Looe Baker III (2).....	2,657,828	6.4	712,452	--	1,945,376	4.7
Barry W. Butzow.....	1,309,592	3.2	465,597	1,000	844,995	2.0
Dale S. Hanson.....	920,037	2.2	205,343	--	714,694	1.7
Owen P. Gleason.....	888,025	2.2	337,090	--	550,935	1.3
Gregory D. Goven.....	816,685	2.0	219,114	750	598,321	1.5
Bernard M. Madej.....	766,054	1.9	278,770	--	487,284	1.2
Jennifer T. Amys.....	290,353	*	30,742	3,000	262,611	*
Robert S. Ingram.....	247,051	*	45,199	--	201,852	*
Thomas M. Jostes.....	172,671	*	20,324	2,777	155,124	*
John P. Wiehoff.....	123,317	*	27,719	2,222	97,820	*
Michael T. Rempe.....	115,983	*	63,403	16,666	69,246	*
Robert Ezrilov.....	55,000	*	--	--	55,000	*
Thomas D. Perdue.....	38,114	*	4,447	--	33,667	*
Gerald A. Schwalbach...	25,000	*	--	--	25,000	*
All directors and executive officers as a group (15 persons).....	13,474,512	32.7	3,974,974	26,415	9,525,953	23.1
SELLING STOCKHOLDERS WHO ARE RETIRED EMPLOYEES:						
Donald Lerner (3).....	2,141,460	5.2	1,862,140	4,000	283,320	*
John R. Taylor.....	833,610	2.0	724,879	--	108,731	*
Roger Lowe.....	825,702	2.0	718,003	1,000	108,699	*
Robert A. Fair.....	583,224	1.4	507,152	--	76,072	*
Duane L. McConkey.....	493,349	1.2	429,000	--	64,349	*
Stanley Schoenfeld.....	312,300	*	271,565	--	40,735	*
D.G. MacDonald.....	283,200	*	246,261	--	36,939	*
Ted J. Copeland.....	261,282	*	227,202	--	34,080	*
Kenneth S. Machado.....	261,102	*	227,045	--	34,057	*
Raymond W. Tobias.....	202,500	*	176,087	--	26,413	*
William T. Fairbanks...	171,168	*	148,842	1,000	23,326	*
Jeffrey Langenfeld.....	18,030	*	15,678	--	2,352	*
David R. Shell.....	16,665	*	14,491	--	2,174	*
Brent O. Ward.....	1,035	*	900	--	135	*
Travis D. Palena.....	396	*	344	--	52	*

NAME -----	SHARES BENEFICIALLY OWNED PRIOR TO OFFERING		NUMBER OF SHARES OFFERED	NUMBER OF SHARES PURCHASED IN OFFERING	SHARES BENEFICIALLY OWNED AFTER OFFERING	
	NUMBER	%			NUMBER	%
SELLING STOCKHOLDERS WHO ARE CURRENT EMPLOYEES:						
Vincent C. Immordino...	1,066,382	2.6	370,092	1,000	697,290	1.7
Elliot E. Hansen.....	488,272	1.2	4,376	882	484,778	1.2
Raymond Sobieck.....	439,191	1.1	2,836	2,250	438,605	1.1
Gary D. Joseph.....	410,307	*	11,189	2,250	401,368	*
Oliver John McDonald...	409,354	*	7,678	1,000	402,676	*
J. Scott Wessel.....	302,637	*	11,189	2,250	293,698	*
Leann Peterson.....	290,832	*	2,087	1,000	289,745	*
Roger Kerber.....	288,367	*	90,173	1,000	199,194	*
Joseph J. Mulvehill....	282,415	*	18,923	4,000	267,492	*
John M. Salpietra.....	261,655	*	18,140	5,000	248,515	*
Gary Niedorkorn.....	260,072	*	34,720	2,500	227,852	*
Richard J. Myers.....	255,574	*	7,678	2,500	250,396	*
David J. Florenzano....	237,035	*	20,227	2,500	219,308	*
Christine Hellekson...	220,374	*	1,043	2,000	221,331	*
James E. Butts.....	216,014	*	11,282	3,000	207,732	*
Darryl L. Harper.....	210,914	*	10,243	2,500	203,171	*
James N. Schulte.....	183,228	*	3,913	1,500	180,815	*
David M. Barros.....	180,840	*	14,097	1,444	168,187	*
Jeanne M. Landures....	159,996	*	1,304	--	158,692	*
Mark A. Walker.....	158,911	*	76,474	--	82,437	*
Jeffrey J. Begin.....	116,607	*	7,206	1,500	110,901	*
James P. Cummings.....	114,832	*	7,678	2,000	109,154	*
Bruce E. Morris.....	110,937	*	17,455	3,000	96,482	*
Lee A. Stassen.....	110,640	*	1,043	2,000	111,597	*
Leo C. Johnson Jr.....	104,342	*	5,591	1,500	100,251	*
John B. Evans.....	103,240	*	7,826	4,000	99,414	*
Jeffrey Jorgenson.....	100,920	*	10,238	4,000	94,682	*
Colleen J. Zwach.....	96,602	*	20,141	3,000	79,461	*
Gary G. Kouba.....	92,100	*	1,304	--	90,796	*
Charles D. Johnson.....	91,134	*	7,457	2,500	86,177	*
Robert W. Hall.....	90,103	*	23,281	500	67,322	*
Maurice F. Ayers III...	88,926	*	1,565	1,000	88,361	*
Thomas J. Sandstrom....	86,443	*	23,281	--	63,162	*
James K. Cypher.....	82,998	*	1,565	1,000	82,433	*
Robert W. Hubert.....	77,856	*	1,565	3,000	79,291	*
David H. Goldberg.....	73,040	*	1,826	3,000	74,214	*
Michael Migoski.....	72,644	*	9,717	2,500	65,427	*
John D. Lenzmeier.....	68,730	*	2,087	1,500	68,143	*
Lewis D. Canouse.....	68,318	*	1,565	1,750	68,503	*
Charles J. Taylor.....	63,577	*	945	1,250	63,882	*
Michael J. Sherlock....	63,270	*	10,962	--	52,308	*
William E. Valentine...	60,930	*	6,261	2,500	57,169	*
Peter B. Coster.....	60,457	*	2,461	3,000	60,996	*
James P. Lemke.....	60,189	*	12,130	3,000	51,059	*
Gregory Ritter.....	57,586	*	1,417	555	56,724	*
Daniel D. Smith.....	50,113	*	15,368	1,000	35,745	*

NAME	SHARES BENEFICIALLY OWNED PRIOR TO OFFERING		NUMBER OF SHARES OFFERED	NUMBER OF SHARES PURCHASED IN OFFERING	SHARES BENEFICIALLY OWNED AFTER OFFERING	
	-----				-----	
	NUMBER	%			NUMBER	%
	-----	-----			-----	-----
Roger A. Haack.....	46,814	*	8,151	1,000	39,663	*
Christopher Kramer.....	46,400	*	24,226	500	22,674	*
Jeffery W. Skokan.....	42,640	*	783	1,000	42,857	*
Jean M. Hairston.....	41,967	*	1,043	1,500	42,424	*
Arthur A. Mollica.....	40,609	*	23,281	94	17,422	*
Robert V. Pierson.....	40,116	*	8,501	3,000	34,615	*
Steven J. Nelson.....	37,934	*	8,151	1,111	30,894	*
James A. Griffith.....	35,718	*	1,565	1,500	35,653	*
David C. Swarts.....	32,430	*	1,565	283	31,148	*
James Burke III.....	29,440	*	1,043	3,000	31,397	*
Darryl A. Solem.....	29,332	*	870	555	29,017	*
Steven J. Battaglia....	29,100	*	1,304	2,500	30,296	*
Conrad Johnson III.....	28,440	*	1,565	2,250	29,125	*
Douglas L. Tannehill...	27,438	*	8,353	2,500	21,585	*
Richard J. Heimerl.....	25,800	*	1,565	--	24,235	*
Michael C. Borowiec....	24,986	*	5,543	3,500	22,943	*
Kevin C. Wilner.....	24,893	*	3,195	555	22,253	*
James Z. Burgess Jr....	23,332	*	1,043	666	22,955	*
Todd L. Ortman.....	19,230	*	1,565	1,388	19,053	*
William E. Farrell.....	18,527	*	945	2,000	19,582	*
Mark S. Prizer.....	17,114	*	1,890	--	15,224	*
Michael A. Ciofalo.....	16,830	*	1,304	1,115	16,641	*
Kent R. Stuart.....	16,230	*	522	--	15,708	*
Terry G. Schreifels....	11,580	*	2,348	2,000	11,232	*
Steven M. Weiby.....	8,900	*	2,348	555	7,107	*
Eric D. Halverson.....	4,932	*	1,043	666	4,555	*
Charles J. Busby.....	3,000	*	522	--	2,478	*

* Less than one percent (1) Mr. Verdoorn's address is 8100 Mitchell Road, Eden Prairie, Minnesota 55344-2248. (2) Mr. Baker's address is 8100 Mitchell Road, Eden Prairie, Minnesota 55344- 2248. (3) Mr. Lerner's address is 1 Capri Court, Palm Coast, Florida 32137.

DESCRIPTION OF CAPITAL STOCK

The authorized capital stock of the Company consists of 130,000,000 shares of Common Stock, \$0.10 par value, and 20,000,000 shares of preferred stock, \$0.10 par value (the "Preferred Stock"). The following description of the capital stock of the Company is an accurate summary of the material provisions of, and is qualified in its entirety by reference to, the Company's Certificate of Incorporation (the "Certificate") and Bylaws.

PREFERRED STOCK

The Certificate authorizes the issuance of 20,000,000 shares of Preferred Stock, par value \$0.10 per share, none of which is outstanding. The Preferred Stock may be issued by resolution of the Company's Board of Directors from time to time without any action of the stockholders. The Preferred Stock may be issued in one or more series and the Board of Directors may fix the designation and relative powers, including voting powers, preferences, rights, qualifications, limitations and restrictions of each series, so authorized. The issuance of any such series may have an adverse effect on the rights of holders of Common Stock or impede the completion of a merger, tender offer or other takeover attempt. The Company has no present intention to issue shares of any series of Preferred Stock.

COMMON STOCK

The Certificate provides for the authorization of 130,000,000 shares of Common Stock, par value \$0.10 per share. Subject to the prior rights of any series of Preferred Stock which may from time to time be authorized and outstanding, holders of Common Stock are entitled to receive dividends out of funds legally available therefor when, as and if declared by the Board of Directors and to receive pro rata the net assets of the Company legally available for distribution upon liquidation or dissolution.

Holders of Common Stock are entitled to one vote for each share of Common Stock held on each matter to be voted on by the holders of Common Stock, including the election of directors. Holders of Common Stock are not entitled to cumulative voting, which means that the holders of more than 50% of the outstanding Common Stock can elect all of the directors of any class if they choose to do so. The stockholders do not have preemptive rights. All outstanding shares of Common Stock are fully paid and nonassessable.

DIRECTORS' LIABILITY

As authorized by the Delaware General Corporation Law (the "DGCL"), the Certificate provides that no director of the Company shall be liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) in respect of certain unlawful dividend payments or stock redemptions or purchases or (iv) for any transaction from which the director derived an improper personal benefit. The effect of the provision in the Certificate is to eliminate the rights of the Company and its stockholders to recover monetary damages against a director for breach of fiduciary duty as a director except in the situations described in clauses (i) through (iv) above. This provision does not limit or eliminate the rights of the Company or any stockholder to seek non-monetary relief such as an injunction or rescission in the event of a breach of a director's fiduciary duty. In addition, the Certificate provides that if the DGCL is amended to authorize the further elimination or limitation of the liability of a director, then the liability of the directors shall be eliminated or limited to the fullest extent permitted by the DGCL, as so amended. These provisions do not alter the liability of directors under federal securities laws.

The Certificate also contains provisions requiring the indemnification of the Company's directors and officers to the fullest extent permitted by the DGCL, including circumstances in which indemnification is

otherwise discretionary. The Company also has the power to maintain insurance, on terms and conditions the Board deems acceptable, on behalf of officers and directors against any expense, liability or loss arising out of such person's status as an officer or director. The Company believes that these provisions and agreements are necessary to attract and retain qualified persons as directors and officers.

SECTION 203 OF THE DELAWARE GENERAL CORPORATION LAW

The Company is subject to the provisions of Section 203 of the DGCL. That section provides, with certain exceptions, that a Delaware corporation may not engage in any of a broad range of business combinations with a person or affiliate or associate of such person who is an "interested stockholder" for a period of three years from the date that such person became an interested stockholder unless: (i) the transaction resulting in a person's becoming an interested stockholder, or the business combination, is approved by the board of directors of the corporation before the person becomes an interested stockholder, (ii) upon consummation of the transaction that resulted in the interested stockholder's becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced (excluding shares owned by persons who are both officers and directors of the corporation, and shares held by certain employee stock ownership plans); or (iii) on or after the date the person becomes an interested stockholder, the business combination is approved by the corporation's board of directors and by the holders of at least 66 2/3% of the corporation's outstanding voting stock at an annual or special meeting, excluding shares owned by the interested stockholder. An "interested stockholder" is defined as any person (other than the corporation or any direct or indirect majority owned subsidiary of the corporation) that is (i) the owner of 15% or more of the outstanding voting stock of the corporation or (ii) an affiliate or associate of the corporation and was the owner of 15% or more of the outstanding voting stock of the corporation at any time within the three-year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder.

STOCKHOLDER RIGHTS PLAN

On August 14, 1997, the Board of Directors of the Company declared a dividend of one preferred share purchase right (a "Right") for each outstanding share of Common Stock outstanding on the business day immediately preceding the date of this Prospectus (the "Record Date") to the stockholders of record on that date. Each Right entitles the registered holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock, par value \$0.10 per share (the "Preferred Shares"), of the Company, at a price of \$100.00 per one one-hundredth of a Preferred Share (the "Purchase Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the "Rights Agreement") between the Company and Norwest Bank Minnesota, National Association, as Rights Agent (the "Rights Agent"), a copy of the form of which is filed as an exhibit to the Registration Statement of which this Prospectus is a part.

Initially the Rights will be evidenced by the Common Stock then outstanding and no separate Right Certificates will be distributed. The Rights will separate from the Common Stock, and a Distribution Date for the Rights will occur, upon the earlier of: (i) the first date of public announcement that a person or group of affiliated or associated persons has become an "Acquiring Person" (i.e., has become the beneficial owner of 15% or more of the outstanding Common Stock (other than as a result of a Permitted Offer and subject to certain exceptions)) and (ii) the close of business on the 10th day (or such later date as may be determined by the Board of Directors prior to such time as any Person becomes an Acquiring Person) following the commencement or public announcement of a tender offer or exchange offer, the consummation of which would result in a person or group of affiliated or associated persons becoming an Acquiring Person.

A "Permitted Offer" is a tender offer or an exchange offer for all outstanding Common Stock of the Company determined by the Board of Directors of the Company, after receiving such advice as it deems necessary and giving due consideration to all relevant factors, to be in the best interests of the Company and its stockholders.

Until the Distribution Date, (i) the Rights will be evidenced by the Common Stock and will be transferred with and only with the Common Stock, (ii) any Common Stock certificates issued after the Record Date upon transfer or new issuance of the Common Stock will contain a notation incorporating the Rights Agreement by reference, and (iii) the surrender for transfer of any Common Stock certificate will also constitute the transfer of the Rights associated with the Common Stock.

As promptly as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to holders of record of the Common Stock as of the close of business on the Distribution Date, and such separate Right Certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire on the date that is ten years after the Record Date, unless extended or earlier redeemed or exchanged by the Company as described below. No fraction of a Preferred Share (other than fractions in integral multiples of one one-hundredth of a share) will be issued and, in lieu thereof, an adjustment in cash will be made based on the closing price on the last trading date prior to the date of exercise.

The Purchase Price payable and the number of Preferred Shares issuable upon exercise of the Rights are subject to adjustment from time to time to prevent dilution: (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Shares, (ii) upon the grant to holders of the Preferred Shares of certain rights, options or warrants to subscribe for or purchase Preferred Shares or convertible securities at less than the then current market price of the Preferred Shares or (iii) upon the distribution to holders of the Preferred Shares of evidences of indebtedness or assets (excluding regular periodic cash dividends or dividends payable in Preferred Shares) or of subscription rights or warrants (other than those described in clause (ii) of this paragraph). With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in the Purchase Price. The number of outstanding Rights and the number of Preferred Shares issuable upon exercise of the Rights are also subject to adjustment in the event of a stock split of the Common Stock or a stock dividend on the Common Stock payable in Common Stock or subdivisions, consolidations or combinations of the Common Stock occurring, in any such case, prior to the Distribution Date.

Preferred Shares purchasable upon exercise of the Rights will not be redeemable. Each Preferred Share will be entitled to a minimum preferential quarterly dividend payment of \$1.00 per share but will be entitled to an aggregate dividend of 100 times the dividend declared per share of Common Stock. In the event of liquidation, the holders of the Preferred Shares will be entitled to a minimum preferential liquidation payment of \$100.00 per share but will be entitled to an aggregate payment of 100 times the payment made per share of Common Stock. Each Preferred Share will have 100 votes, voting together with the Common Stock. Finally, in the event of any merger, consolidation or other transaction in which Common Stock is exchanged, each Preferred Share will be entitled to receive 100 times the amount received per share of Common Stock. These rights are subject to adjustment in the event of a stock dividend on the Common Stock or a subdivision, combination or consolidation of the Common Stock.

In the event any Person becomes an Acquiring Person, each holder of a Right shall thereafter have a right to receive, upon exercise thereof at the then current aggregate exercise price, in lieu of Preferred Shares, such number of shares of Common Stock of the Company having a current aggregate market price equal to twice the current aggregate exercise price. In the event that at any time after there is an Acquiring Person, the Company is acquired in certain mergers or other business combination transactions or 50% or more of the assets or earning power of the Company and its subsidiaries (taken as a whole) are sold, holders of the Rights will thereafter have the Right to receive, upon exercise thereof at the then current aggregate exercise price, such number of shares of Common Stock of the acquiring company (or, in certain cases, one of its affiliates) having a current aggregate market price equal to twice the current aggregate exercise price.

At any time after a Person becomes an Acquiring Person (subject to certain exceptions), and prior to the acquisition by a Person of 50% or more of the outstanding Common Stock, the Board of Directors of

the Company may exchange all or part of the Rights for Common Stock at an exchange ratio of one share of Common Stock per right, subject to adjustment.

At any time before a Person has become an Acquiring Person, the Board of Directors of the Company may redeem the Rights in whole, but not in part, at a price of \$0.01 per Right, subject to adjustment. The redemption of the Rights may be made effective at such time, on such basis and with such conditions as the Board of Directors in its sole discretion may establish.

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including without limitation, the right to vote or to receive dividends.

The Rights have certain anti-takeover effects. The Rights will cause substantial dilution to a person or group that attempts to acquire the Company pursuant to an offer that is not a Permitted Offer unless the Rights have been redeemed. However, the Rights should not interfere with any tender offer or merger approved by the Board because the Rights may be redeemed (or an offer designated as a Permitted Offer) by the Board of Directors at any time prior to such time as any entity becomes an Acquiring Person.

ANTITAKEOVER EFFECTS OF PROVISIONS OF THE COMPANY'S CERTIFICATE OF INCORPORATION AND BYLAWS

Certain provisions of the Certificate and the Bylaws could discourage potential takeover attempts and could delay or prevent a change in control of the Company. See "--Certificate of Incorporation" and "--Bylaws." These provisions are intended to enhance the likelihood of continuity and stability in the composition of the Board of Directors of the Company and in the policies formulated by the Board of Directors and to discourage certain types of transactions that may involve an actual or threatened change of control of the Company. The provisions are designed to reduce the vulnerability of the Company to an unsolicited proposal for a takeover of the Company. The provisions are also intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for the Company's shares and, as a consequence, they may also inhibit fluctuations in the market price of the Common Stock that often result from actual or rumored takeover attempts. Such provisions may also have the effect of preventing changes in the management of the Company.

CERTIFICATE OF INCORPORATION

Classified Board of Directors. There shall not be less than six nor more than nine directors. The Company presently has seven directors. The Certificate provides for the classification of the Board of Directors into three classes, each class to consist as nearly as possible of one-third of the directors. The term of office of the first class of directors will expire at the 1998 Annual Meeting of Stockholders; the term of the second class of directors will expire at the 1999 Annual Meeting of Stockholders; and the term of the third class of directors will expire at the 2000 Annual Meeting of Stockholders. At each annual meeting, the class of directors to be elected at such meeting will be elected for a three-year term and the directors in the other two classes will continue in office.

The Certificate also permits the Board of Directors to create new directorships and to elect new directors to serve for the full term of the class of directors in which the new directorship was created. The Board of Directors (or its remaining members, even though less than a quorum) is also empowered to fill vacancies on the Board of Directors occurring for any reason for the remainder of the term of the class of director in which the vacancy occurred.

Stockholder Action. The Certificate provides that all stockholder actions must be effected at a duly called annual or special meeting and not by a written consent.

Special Voting Requirements for Certain Transactions. The Certificate provides that without the affirmative vote of the holders of at least 66 2/3% of the outstanding shares of Common Stock, together with

the affirmative vote of at least 66 2/3% of the members of the Board of Directors of the Company, (i) the Company may not consolidate or merge with any other entity, (ii) the Company may not convey, transfer, lease or otherwise dispose of all or substantially all of its property and assets, (iii) the Company may not amend the Certificate to permit the removal of directors without cause or (iv) the Company may not amend the Certificate. These voting requirements will make it more difficult for stockholders to make changes in the Certificate which would be designed to facilitate the exercise of control over the Company. In addition, the requirement for approval by at least a 66 2/3% stockholder vote will enable the holders of a minority of the Common Stock of the Company to prevent the holders of less than 66 2/3% from amending the Certificate.

BYLAWS

Special Super-Majority Provisions. The Bylaws provide that without the approval of 66 2/3% of all disinterested directors, the Company shall not and shall not permit any wholly owned subsidiary to (i) acquire, consolidate with or merge with another entity if the aggregate consideration exceeds \$50 million, (ii) convey, transfer, lease or otherwise dispose of assets or properties of the Company or any of its subsidiaries if the aggregate consideration for such transaction exceeds \$50 million, (iii) make any recommendation to the stockholders with respect to a pending tender offer, (iv) issue any shares of Common Stock, subject to certain specified exceptions, (v) increase the size of the Board of Directors or (vi) amend the Bylaws to permit the Corporation to take any of the foregoing actions without such super-majority approval. For the purposes of these provisions, a disinterested director is any director that does not have a financial interest in the outcome of such vote (other than as a stockholder of the Company) except that directors who are employees of the Company ("Management Directors") may vote on certain transactions, notwithstanding a financial interest therein, if the transaction is a merger or acquisition of the Company or any subsidiary with or by any person or entity not affiliated with such Management Director, and such Management Director has not initiated discussions concerning such acquisition or merger with such person or entity, and such person or entity has not entered into management equity or employment arrangements with such Management Director.

Advance Notice Requirements for Stockholder Proposals and Director Nominations. The Bylaws establish an advance notice procedure for the nomination of candidates for election as directors and for stockholder proposals to be considered at stockholders' meetings.

Notice of stockholder proposals and director nominations must be timely given in writing to the Secretary of the Company prior to the meeting at which the matters are to be acted upon or directors are to be elected. To be timely, notice of director nominations must be received (i) with respect to an election to be held or a stockholder proposal to be considered at an annual meeting of stockholders, 90 days prior to the anniversary date of the immediately preceding annual meeting, and (ii) with respect to an election to be held at a special meeting of stockholders for the election of directors, the close of business on the tenth day following the date on which notice of such meeting is first given to stockholders. Notice to the Company from a stockholder must contain certain information.

The purpose of requiring advance notice is to afford the Board of Directors an opportunity to consider the qualifications of the proposed nominees or the merits of other stockholder proposals and, to the extent deemed necessary or desirable by the Board of Directors, to inform stockholders about those matters.

TRANSFER AGENT AND REGISTRAR

The transfer agent and registrar for the Common Stock is Norwest Bank Minnesota, National Association.

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for the Common Stock. The effect, if any, of public sales of shares or the availability of shares for sale at prevailing market prices cannot be predicted. Nevertheless, sales of substantial amounts of shares in the public market could adversely affect prevailing market prices.

Upon consummation of this offering, the Company will continue to have 41,264,621 shares of Common Stock outstanding. All of the shares of Common Stock offered hereby will be freely tradeable without restriction or further registration under the Securities Act unless acquired by "affiliates" of the Company as defined in Rule 144 under the Securities Act. In connection with this offering, the Company and its officers, directors and other Selling Stockholders, who will beneficially own an aggregate of 18,513,775 shares of outstanding Common Stock after this offering, have agreed not to sell or otherwise dispose of any shares, directly or indirectly, for one year from the date of this Prospectus without the prior written consent of BT Alex. Brown Incorporated (the "Underwriters' Lock-Up"). In addition, all other current stockholders, who beneficially own an aggregate of 12,172,450 shares of outstanding Common Stock, will be prohibited, pursuant to transactions resulting in the Company's reincorporation in Delaware upon consummation of this offering, for a period of six months from transferring Common Stock currently held except upon death or to family members or trusts that take subject to the same restrictions.

Shares currently outstanding but not being sold in this offering may not be sold in the absence of registration under the Securities Act unless an exemption from registration is available, including the exemption contained in Rule 144 under the Securities Act. In general, under Rule 144, beginning 90 days after the date of this Prospectus, a person (or persons whose shares are aggregated) who has beneficially owned restricted shares for at least one year, including an "affiliate" as that term is defined in Rule 144, will be entitled to sell, within any three-month period, a number of shares that does not exceed the greater of (1) the average weekly trading volume during the four calendar weeks preceding the filing of a notice of sale with the Commission or, if no such notice is required, the sale date or (2) 1% of the then outstanding shares of Common Stock (approximately 413,000 shares immediately following completion of this offering). Sales under Rule 144 are also subject to certain requirements as to the manner of sale, notice and availability of current public information about the Company. A person who is deemed not to have been an affiliate of the Company at any time during the 90 days preceding a sale by such person and who has beneficially owned shares for at least two years is entitled to sell those shares under Rule 144(k) without regard to the volume limitation, provisions concerning manner of sale or notice requirements of Rule 144. Shares of Common Stock eligible for sale under Rule 144 may also be sold pursuant to any other exemption from registration that might be available without compliance with the requirements of Rule 144.

Any employee, officer or director of or consultant to the Company who, prior to this offering, purchased his or her shares pursuant to a written compensatory plan or contract is entitled to rely on the resale provisions of Rule 701, which permits non-affiliates to sell their Rule 701 shares without complying with the public information, holding period, volume limitation or notice provisions of Rule 144 and which permits affiliates to sell their Rule 701 shares without complying with the Rule 144 holding period restrictions, in each case commencing 90 days after the date of this Prospectus. After this offering, 1,586,759 shares will be eligible for sale under Rule 701, assuming that the Underwriters' over-allotment option is not exercised.

The Company believes that beginning six months from the date of this Prospectus, all outstanding shares of Common Stock other than those held by affiliates or subject to the one-year Underwriters' Lock-Up will be eligible for resale without restriction under Rule 144.

UNDERWRITING

Subject to the terms and conditions of the Underwriting Agreement, the underwriters named below (the "Underwriters"), through their representatives, BT Alex. Brown Incorporated, Morgan Stanley & Co. Incorporated and Piper Jaffray Inc. (together the "Representatives"), have severally agreed to purchase from the Selling Stockholders the following respective numbers of shares of Common Stock at the public offering price less the underwriting discounts and commissions shown on the cover page of this Prospectus:

UNDERWRITER -----	NUMBER OF SHARES -----
BT Alex. Brown Incorporated.....	
Morgan Stanley & Co. Incorporated.....	
Piper Jaffray Inc.....	

Total.....	10,578,396
	=====

The Underwriting Agreement provides that the obligations of the Underwriters are subject to certain conditions precedent and that the Underwriters will purchase the total number of shares of Common Stock offered hereby if any of such shares are purchased.

The Company and the Selling Stockholders have been advised by the Representatives that the Underwriters propose to offer the shares of Common Stock to the public at the initial public offering price set forth on the cover page of this Prospectus and to certain dealers at such price less a concession not in excess of \$ per share. The Underwriters may allow, and such dealers may re-allow, a concession not in excess of \$ per share to certain other dealers. After commencement of the initial public offering, this offering price and other selling terms may be changed by the Representatives.

The Selling Stockholders have granted to the Underwriters an option, exercisable not later than 30 days after the date of this Prospectus, to purchase up to 1,586,759 additional shares of Common Stock at the initial public offering price less the underwriting discounts and commissions set forth on the cover page of this Prospectus. To the extent that the Underwriters exercise such option, each of the Underwriters will have a firm commitment to purchase approximately the same percentage thereof that the number of shares of Common Stock to be purchased by it shown in the above table bears to 10,578,396 and the Selling Stockholders will be obligated, pursuant to the option, to sell such shares to the Underwriters. The Underwriters may exercise such option only to cover over-allotments made in

connection with the sale of the 10,578,396 shares of Common Stock offered hereby. If purchased, the Underwriters will offer such additional shares on the same terms as those on which the 10,578,396 shares are being offered.

To facilitate this offering of the Common Stock, the Underwriters may engage in transactions that stabilize, maintain or otherwise affect the market price of the Common Stock. Specifically, the Underwriters may over-allot shares of the Common Stock in connection with this offering, thereby creating a short position in the Underwriters' syndicate account. Additionally, to cover such over-allotments or to stabilize the market price of the Common Stock, the Underwriters may bid for, and purchase, shares of Common Stock in the open market. Any of these activities may maintain the market price of the Common Stock at a level above that which might otherwise prevail in the open market. The Underwriters are not required to engage in these activities, and, if commenced, any such activities may be discontinued at any time. The Representatives, on behalf of the Underwriters, also may reclaim selling concessions allowed to an Underwriter or dealer, if the syndicate repurchases shares distributed by that Underwriter or dealer.

The Underwriting Agreement contains covenants of indemnity and contribution among the Underwriters, the Company and the Selling Stockholders regarding certain liabilities, including liabilities under the Securities Act.

The Selling Stockholders (including the Company's officers) and directors, who following this offering will beneficially own 18,513,775 shares of Common Stock, and the Company, have agreed not to offer, sell or otherwise dispose of any shares of Common Stock for a period of one year from the date of this Prospectus without the prior written consent of BT Alex. Brown Incorporated. In addition, all other current stockholders, who beneficially own an aggregate of 12,172,450 shares of outstanding Common Stock, will be prohibited, pursuant to transactions resulting in the Company's reincorporation in Delaware upon consummation of this offering, for a period of six months from transferring Common Stock they currently hold except upon death or to family members or trusts that take subject to the same restrictions.

The Representatives have advised the Company and the Selling Stockholders that the Underwriters do not intend to confirm sales to any account over which they exercise discretionary authority.

Prior to this offering, there has been no public market for the Common Stock. Consequently the initial public offering price for the Common Stock was determined by negotiation among the Company, the Selling Stockholders and the Representatives. Among the factors considered in such negotiations were prevailing market conditions, the results of operations of the Company in recent periods, the market capitalizations and stages of development of other companies which the Company and the Representatives of the Underwriters believe to be comparable to the Company, estimates of the business potential of the Company, the state of the Company's development and other factors deemed relevant.

Piper Jaffray Inc., one of the Representatives, is acting as a financial advisor to the Company with regard to the Company's sale of its consumer finance business. Piper Jaffray Inc. will be separately compensated by the Company for the provision of these services.

LEGAL MATTERS

The validity of the shares of Common Stock being offered hereby and certain other legal matters will be passed upon for the Company and the Selling Stockholders by Dorsey & Whitney LLP, Minneapolis, Minnesota. Certain legal matters will be passed upon for the Underwriters by Piper & Marbury L.L.P., Baltimore, Maryland.

EXPERTS

The financial statements and schedules of the Company as of December 31, 1995 and 1996 and for each of the three years in the period ended December 31, 1996 in this Prospectus and elsewhere in the Registration Statement have been audited by Arthur Andersen LLP, independent public accountants, as indicated in their reports with respect thereto, and are included herein in reliance upon the authority of said firm as experts in giving said reports.

ADDITIONAL INFORMATION

The Company has filed with the Commission a registration statement on Form S-1 (the "Registration Statement") under the Securities Act with respect to the shares of Common Stock offered hereby. For the purposes hereof, the term "Registration Statement" means the original Registration Statement and any and all amendments thereto. This Prospectus does not contain all of the information set forth in the Registration Statement and the exhibits and schedules thereto. For further information with respect to the Company and such Common Stock, reference is hereby made to the Registration Statement, exhibits and schedules, which may be inspected and copied at the public reference facilities maintained by the Commission at its principal office at Judiciary Plaza, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549 and at certain regional offices of the Commission located at Northwest Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661 and at 13th Floor, Seven World Trade Center, New York, New York 10048. Copies of the Registration Statement can be obtained at prescribed rates from the Public Reference Section of the Commission at its principal office at Judiciary Plaza, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. In addition, the Commission maintains a Web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission. The Web site's address is <http://www.sec.gov>.

Statements contained in this Prospectus as to the material provisions of any contract or other document, although accurate, are not necessarily complete, and in each instance reference is made to the copy of such contract or other document filed as an exhibit to the Registration Statement, each such statement being qualified in all respects by such reference.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

INDEX TO FINANCIAL STATEMENTS

	PAGE

Report of Independent Public Accountants.....	F-2
Consolidated Balance Sheets as of December 31, 1995 and 1996 and June 30, 1997 (unaudited).....	F-3
Consolidated Statements of Operations for the Years Ended December 31, 1994, 1995 and 1996 and the Six Months Ended June 30, 1996 and 1997 (unaudited).....	F-4
Consolidated Statements of Stockholders' Investment for the Years Ended December 31, 1994, 1995 and 1996 and the Six Months Ended June 30, 1997 (unaudited).....	F-5
Consolidated Statements of Cash Flows for the Years Ended December 31, 1994, 1995 and 1996 and the Six Months Ended June 30, 1996 and 1997 (unaudited).....	F-6
Notes to Consolidated Financial Statements.....	F-7

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To C.H. Robinson Worldwide, Inc.:

We have audited the accompanying consolidated balance sheets of C.H. Robinson Worldwide, Inc. (a Delaware corporation) and Subsidiaries as of December 31, 1995 and 1996, and the related consolidated statements of operations, stockholders' investment and cash flows for each of the three years in the period ended December 31, 1996. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of C.H. Robinson Worldwide, Inc. and Subsidiaries as of December 31, 1995 and 1996, and the results of their operations and their cash flows for each of the three years in the period ended December 31, 1996, in conformity with generally accepted accounting principles.

Minneapolis, Minnesota,

February 10, 1997 (except with respect Arthur Andersen LLP to matters discussed in Note 6, as to which the date is July 30, 1997 and Note 7 as to which the date is October 9, 1997)

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(IN THOUSANDS, EXCEPT PER SHARE DATA)

	DECEMBER 31		JUNE 30
	1995	1996	1997
ASSETS			
			(UNAUDITED)
CURRENT ASSETS:			
Cash and cash equivalents.....	\$ 34,452	\$ 42,567	\$ 40,288
Available-for-sale securities.....	37,112	42,711	50,225
Receivables, net of allowance for doubtful accounts of \$8,033, \$10,079 and \$11,130....	148,916	170,935	204,311
Inventories.....	7,326	5,276	5,018
Deferred tax benefit.....	5,230	6,698	7,073
Prepaid expenses and other.....	2,432	2,088	1,664
Net assets of discontinued operations (Note 6).....	13,854	10,147	12,479
Total current assets.....	249,322	280,422	321,058
PROPERTY AND EQUIPMENT:			
Land, building and improvements.....	2,823	2,773	2,773
Furniture, fixtures and equipment.....	30,151	33,835	36,185
Accumulated depreciation and amortization....	(9,742)	(13,561)	(15,821)
Net property and equipment.....	23,232	23,047	23,137
INTANGIBLE ASSETS, net of accumulated amortization of \$8,091, \$10,331 and \$11,893...	9,624	7,811	6,855
OTHER ASSETS.....	3,339	9,500	10,110
	\$285,517	\$320,780	\$361,160
	=====	=====	=====
LIABILITIES AND STOCKHOLDERS' INVESTMENT			
CURRENT LIABILITIES:			
Accounts payable.....	\$125,894	\$140,376	\$165,769
Accrued expenses--			
Compensation and profit-sharing contribution.....	17,940	17,991	11,637
Income taxes and other.....	8,344	7,985	12,388
Total current liabilities.....	152,178	166,352	189,794
COMMITMENTS AND CONTINGENCIES (Notes 3 and 5)			
STOCKHOLDERS' INVESTMENT:			
Preferred stock, \$0.10 par value, 20,000 shares authorized; none outstanding.....	--	--	--
Common stock, \$0.10 par value; 130,000 shares authorized, 43,407, 41,375, and 41,265 shares issued and outstanding.....	4,340	4,137	4,126
Additional paid-in capital.....	704	--	--
Foreign currency translation adjustment.....	(305)	(346)	(346)
Retained earnings.....	128,600	150,637	167,586
Total stockholders' investment.....	133,339	154,428	171,366
	\$285,517	\$320,780	\$361,160
	=====	=====	=====

The accompanying notes are an integral part of these consolidated balance sheets.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS
(IN THOUSANDS, EXCEPT PER SHARE DATA)

	FOR THE YEARS ENDED DECEMBER 31,			FOR THE SIX MONTHS ENDED	
	1994	1995	1996	JUNE 30, 1996	JUNE 30, 1997
	-----	-----	-----	-----	-----
				(UNAUDITED)	
GROSS REVENUES.....	\$1,257,946	\$1,445,975	\$1,605,905	\$ 775,024	\$ 855,152
COST OF TRANSPORTATION AND PRODUCTS.....	1,122,347	1,285,881	1,426,836	688,104	755,996
	-----	-----	-----	-----	-----
NET REVENUES.....	135,599	160,094	179,069	86,920	99,156
SELLING, GENERAL AND ADMINISTRATIVE EXPENSES.....	95,088	115,114	129,040	62,571	72,465
	-----	-----	-----	-----	-----
INCOME FROM OPERATIONS..	40,511	44,980	50,029	24,349	26,691
INVESTMENT AND OTHER INCOME (LOSS).....	(109)	2,925	3,095	1,391	1,881
	-----	-----	-----	-----	-----
INCOME FROM CONTINUING OPERATIONS BEFORE PROVISION FOR INCOME TAXES.....	40,402	47,905	53,124	25,740	28,572
PROVISION FOR INCOME TAXES.....	16,261	18,450	20,682	10,055	11,339
	-----	-----	-----	-----	-----
NET INCOME FROM CONTINUING OPERATIONS..	24,141	29,455	32,442	15,685	17,233
NET INCOME FROM DISCONTINUED OPERATIONS, net of taxes of \$1,983, \$1,395, \$1,451, \$737 and \$630.....	2,964	2,086	2,158	1,083	900
	-----	-----	-----	-----	-----
NET INCOME.....	\$ 27,105	\$ 31,541	\$ 34,600	\$ 16,768	\$ 18,133
	=====	=====	=====	=====	=====
NET INCOME PER SHARE:					
Net income from continuing operations.....	\$ 0.52	\$ 0.67	\$ 0.78	\$ 0.37	\$ 0.42
Net income from discontinued operations.....	0.07	0.05	0.05	0.03	0.02
	-----	-----	-----	-----	-----
Net income.....	\$ 0.59	\$ 0.72	\$ 0.83	\$ 0.40	\$ 0.44
	=====	=====	=====	=====	=====
WEIGHTED AVERAGE SHARES OUTSTANDING.....	46,296	43,934	41,799	42,182	41,306
	=====	=====	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' INVESTMENT

**FOR THE YEARS ENDED DECEMBER 31, 1994, 1995 AND 1996 AND
FOR THE SIX MONTHS ENDED JUNE 30, 1997 (UNAUDITED)
(IN THOUSANDS, EXCEPT PER SHARE DATA)**

	COMMON STOCK \$0.10 PAR VALUE			FOREIGN CURRENCY		
	SHARES ISSUED	AMOUNT	ADDITIONAL PAID-IN CAPITAL	TRANSLATION ADJUSTMENT	RETAINED EARNINGS	TOTAL STOCKHOLDERS' INVESTMENT
BALANCE, December 31,						
1993.....	48,371	\$ 4,837	\$10,716	\$ (206)	\$ 80,552	\$ 95,899
Net income.....	--	--	--	--	27,105	27,105
Foreign currency translation adjustment.....	--	--	--	(151)	--	(151)
Cash dividends, \$.108 per share.....	--	--	--	--	(4,954)	(4,954)
Incentive shares of common stock issued, net.....	504	50	1,157	--	--	1,207
Repurchase of common stock.....	(3,185)	(319)	(6,003)	--	--	(6,322)
BALANCE, December 31,						
1994.....	45,690	4,568	5,870	(357)	102,703	112,784
Net income.....	--	--	--	--	31,541	31,541
Foreign currency translation adjustment.....	--	--	--	52	--	52
Cash dividends, \$.13 per share.....	--	--	--	--	(5,644)	(5,644)
Incentive shares of common stock issued, net.....	878	88	2,387	--	--	2,475
Repurchase of common stock.....	(3,161)	(316)	(7,553)	--	--	(7,869)
BALANCE, December 31,						
1995.....	43,407	4,340	704	(305)	128,600	133,339
Net income.....	--	--	--	--	34,600	34,600
Foreign currency translation adjustment.....	--	--	--	(41)	--	(41)
Cash dividends, \$.185 per share.....	--	--	--	--	(7,655)	(7,655)
Incentive shares of common stock issued, net.....	200	20	1,031	--	--	1,051
Repurchase of common stock.....	(2,232)	(223)	(1,735)	--	(4,908)	(6,866)
BALANCE, December 31,						
1996.....	41,375	4,137	--	(346)	150,637	154,428
Net income (unaudited).....	--	--	--	--	18,133	18,133
Cash dividends, \$.02 per share (unaudited).....	--	--	--	--	(825)	(825)
Incentive shares of common stock issued, net (unaudited).....	239	24	919	--	--	943
Sale of common stock (unaudited).....	25	3	100	--	--	103
Repurchase of common stock (unaudited)....	(374)	(38)	(1,019)	--	(359)	(1,416)
BALANCE, June 30, 1997 (unaudited).....	41,265	\$ 4,126	\$ --	\$ (346)	\$167,586	\$171,366
	=====	=====	=====	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31
(IN THOUSANDS)

	FOR THE YEARS ENDED DECEMBER 31			FOR THE SIX MONTHS ENDED JUNE 30	
	1994	1995	1996	1996	1997
OPERATING ACTIVITIES:					
Net income.....	\$ 27,105	\$ 31,541	\$ 34,600	\$ 16,768	\$ 18,133
Adjustments to reconcile net income to net cash provided by continuing operations--					
Depreciation and amortization.....	6,091	5,998	7,604	3,700	4,073
Incentive stock expense.....	2,475	1,051	943	560	--
Deferred income tax benefit.....	(1,770)	(2,293)	(2,464)	(2,972)	(1,662)
Loss (gain) on sale of assets.....	1,793	(190)	10	8	75
Changes in operating elements--					
Receivables.....	(32,902)	(13,175)	(22,019)	(31,736)	(33,376)
Inventories.....	250	(3,925)	2,050	802	258
Prepaid expenses and other current assets.....	(22)	(648)	344	466	424
Accounts payable...	29,645	15,729	14,482	26,181	25,393
Accrued compensation and profit sharing....	2,140	1,007	159	(6,099)	(5,411)
Accrued income taxes and other...	(1,853)	3,121	(359)	2,947	4,403
Net cash provided by operating activities.....	32,952	38,216	35,350	10,625	12,310
INVESTING ACTIVITIES:					
Additions of property and equipment.....	(4,326)	(14,448)	(4,784)	(2,772)	(2,807)
Disposals of property and equipment.....	1,508	2,486	80	41	26
Cash paid for acquisitions, net.....	(4,247)	(2,908)	--	--	--
Sales of long-term investments.....	3,825	508	115	115	--
Purchases of long-term investments.....	(33)	(33)	(5,267)	(1,012)	--
Sales of available-for-sale securities...	2,330	17,971	33,719	21,526	34,362
Purchases of available-for-sale securities.....	(6,419)	(35,827)	(39,318)	(18,076)	(41,876)
Cash provided by (used for) discontinued operations.....	18,076	(2,600)	3,707	2,062	(2,332)
Other assets, net.....	(1,211)	(692)	(966)	147	176
Net cash provided by (used for) investing activities.....	9,503	(35,543)	(12,714)	2,031	(12,451)
FINANCING ACTIVITIES:					
Repayments under lines of credit.....	(4,000)	--	--	--	--
Sales of common stock..	--	--	--	--	103
Repurchases of common stock.....	(6,322)	(7,869)	(6,866)	(6,817)	(1,416)
Cash dividends.....	(4,954)	(5,644)	(7,655)	(414)	(825)
Net cash used for					

financing activities.....	(15,276)	(13,513)	(14,521)	(7,231)	(2,138)
	-----	-----	-----	-----	-----
Net increase (decrease) in cash..	27,179	(10,840)	8,115	5,425	(2,279)
CASH AND CASH EQUIVALENTS, beginning of period.....	18,113	45,292	34,452	34,452	42,567
	-----	-----	-----	-----	-----
CASH AND CASH EQUIVALENTS, end of period.....	\$ 45,292	\$ 34,452	\$ 42,567	\$ 39,877	\$ 40,288
	=====	=====	=====	=====	=====
CASH PAID FOR INCOME TAXES.....	\$ 17,718	\$ 21,525	\$ 22,662	\$ 9,059	\$ 8,184
	=====	=====	=====	=====	=====

The accompanying notes are an integral part of these consolidated statements.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (INCLUDING DATA APPLICABLE TO UNAUDITED PERIODS)

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

Basis of Consolidation

C.H. Robinson Worldwide, Inc. and Subsidiaries (the Company) is a global provider of multimodal transportation services and logistics solutions through a network of 113 branch offices in 38 states throughout the United States, along with offices in Canada, Mexico and Europe. The consolidated financial statements include the accounts of C.H. Robinson Worldwide, Inc. and its majority owned and controlled subsidiaries. The Company's financial services segment is presented in the accompanying consolidated statements of operations as discontinued operations (See Note 6). Minority interests in subsidiaries are not significant. All significant intercompany transactions and balances have been eliminated in the consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Ultimate results could differ from those estimates.

Revenue Recognition

Gross revenues consist of the total amount of goods and services purchased by customers. The Company acts principally as the service provider for these transactions and recognizes revenue as these services are rendered and goods are delivered.

Foreign Currency

All balance sheet accounts of foreign subsidiaries are translated at the current exchange rate as of the end of the year. Statement of operations items are translated at average exchange rates during the year. The resulting translation adjustment is recorded as a separate component of stockholders' investment.

The Company provides products and services to numerous international customers. At times, the Company enters into forward contracts to hedge against foreign currency exposure related to these transactions. Upon settlement, resultant gains or losses on such contracts offset the impact of foreign currency rates on cash collected from accounts receivable. There are no open contracts at June 30, 1997.

Cash and Cash Equivalents

Cash and cash equivalents consists primarily of highly liquid investments with an original maturity of three months or less. The carrying amount approximates fair value due to the short maturity of the instruments.

Available-For-Sale Securities

Available-for-sale securities consists of various debt and equity securities. The fair value of the Company's available-for-sale securities equals the quoted market price where available or quoted market prices for similar securities, if a quoted market price is not available.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

Inventories

Inventories consist primarily of produce, fruit concentrates and related products held for resale and are stated at the lower of cost or market.

Property and Equipment

Property and equipment additions are recorded at cost. Maintenance and repair expenditures are charged to expense as incurred. Depreciation is computed using straight-line and accelerated methods over the following estimated lives of the assets:

	YEARS

Building and improvements.....	3-37
Furniture, fixtures and equipment.....	5-10

Amortization of leasehold improvements is computed over the shorter of the lease term or the estimated useful lives of the improvements.

Intangible Assets

Intangible assets consist of customer lists, trade names, contracts, noncompete agreements, software and goodwill. Intangible assets are being amortized over their estimated economic lives, ranging from 3 to 20 years. The Company periodically evaluates whether events and circumstances have occurred that indicate the remaining balance of intangible assets may not be recoverable.

Income Per Share

Primary and fully diluted income per common share are determined by dividing net income by the weighted average number of common shares outstanding during each period. There were no differences between primary and fully diluted weighted average shares outstanding.

Recently Issued Accounting Pronouncement

The Financial Accounting Standards Board issued Statement of Financial Accounting Standards No. 128, "Earnings Per Share" (SFAS No. 128) in February 1997. SFAS No. 128 establishes accounting standards for computing and presenting earnings per share and is effective for reporting periods ending after December 15, 1997. The adoption of SFAS No. 128 will not have a material impact on the Company's calculation of income per share.

Interim Financial Information (Unaudited)

The accompanying consolidated balance sheet as of June 30, 1997, the consolidated statements of operations and cash flows for the six-month periods ended June 30, 1996 and 1997, and the consolidated statement of stockholders' investment for the six-month period ended June 30, 1997 are unaudited. However, in the opinion of management, these financial statements include all adjustments, consisting of normal recurring adjustments, necessary for a fair presentation of results for these interim periods. The results of operations for the six months ended June 30, 1996 and 1997 are not necessarily indicative of results to be expected for the entire year.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

2. MARKETABLE SECURITIES:

The Company has classified all of its marketable securities as available-for-sale as of December 31, 1995 and 1996 and June 30, 1997. Available-for-sale securities are carried at fair value, with the unrealized gains and losses reported net of tax as a separate component of stockholders' investment when material. The unrealized gains and losses are immaterial as the fair value approximates amortized cost. The gross realized gains and losses on sales of available-for-sale securities were not material for the years ended December 31, 1995 and 1996 and for the six months ended June 30, 1997.

The following is a summary of marketable securities (in thousands):

	DECEMBER 31		JUNE 30
	1995	1996	1997
U.S. government and government agency obligations.....	\$ 6,648	\$ 1,033	\$ 2,523
State and local agency obligations.....	22,029	27,373	35,333
Corporate bonds.....	30,067	40,858	35,788
Other debt securities.....	1,300	700	700
Equity securities.....	82	87	97
Total.....	60,126	70,051	74,441
Less--Cash equivalents.....	(23,014)	(27,340)	(24,216)
Available-for-sale securities.....	\$37,112	\$42,711	\$50,225
	=====	=====	=====

The fair value of marketable securities by contractual maturity are stated below (in thousands).

	DECEMBER 31, 1996	JUNE 30, 1997
Debt securities:		
Due within one year.....	\$20,596	\$13,628
Due after one year through five years.....	8,506	21,128
Due after five years.....	13,522	15,372
	-----	-----
	\$42,624	\$50,128
	=====	=====

3. LINES OF CREDIT:

The Company has unsecured lines of credit with banks which provide for borrowings of up to \$17,500,000 and expire on May 1, 1998. Interest on borrowings under the lines is at 1% above the banks' cost of funds (6.69% and 6.63% as of June 30, 1997). There were no borrowings under the lines of credit during 1994, 1995, 1996 or for the six months ended June 30, 1997.

The Company's credit agreements contain certain financial covenants. The Company was in compliance with such covenants at December 31, 1996 and June 30, 1997.

4. INCOME TAXES:

C.H. Robinson Worldwide, Inc. and its 80% (or more) owned U.S. subsidiaries file a consolidated federal income tax return. The Company files unitary or separate state returns based on state filing

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED) requirements. The components of the provision for income taxes consisted of the following (in thousands):

	DECEMBER 31		
	1994	1995	1996
Tax provision:.....			
Federal.....	\$14,339	\$17,367	\$19,060
State.....	3,465	2,956	3,423
Foreign.....	227	420	663
	18,031	20,743	23,146
Deferred benefit.....	(1,770)	(2,293)	(2,464)
Total provision.....	\$16,261	\$18,450	\$20,682
	=====	=====	=====

A reconciliation from the provision for income taxes using the statutory federal income tax rate to the Company's effective income tax rate is as follows:

	DECEMBER 31		
	1994	1995	1996
Federal statutory rate.....	35.0%	35.0%	35.0%
State income taxes, net of federal benefit.....	4.3	3.8	3.9
Other.....	0.9	(0.3)	--
	40.2%	38.5%	38.9%
	====	====	====

Deferred tax assets (liabilities) are comprised of the following (in thousands):

	DECEMBER 31	
	1995	1996
Deferred income tax assets:		
Receivables.....	\$ 3,749	\$ 5,305
Accrued expenses.....	1,463	1,353
Amortization.....	908	1,518
Other.....	1,663	1,092
Accrued compensation.....	2,365	3,581
Deferred income tax liabilities:		
Long-lived assets.....	(2,034)	(2,279)
Other.....	(77)	(56)
Net deferred income tax asset.....	\$ 8,037	\$10,514
	=====	=====

5. COMMITMENTS AND CONTINGENCIES:

Employee Benefit Plans

The Company participates in a defined contribution profit-sharing plan and a savings plan which qualifies under section 401(k) of the Internal Revenue Code and covers all full-time employees with one or more years of continuous service. Annual profit-sharing contributions are determined by each company's board of directors, in accordance with the provisions of the plan. Profit-sharing plan expense aggregated approximately \$3,408,000 in 1994, \$3,608,000 in 1995, and \$3,611,000 in 1996 and \$1,947,000 and \$2,470,000 for the six months ended June 30, 1996 and 1997. The Company can elect to make contributions to the 401(k) plan at the discretion of the Company's board of directors. There were no Company contributions during 1994, 1995, 1996 or for the six months ended June 30, 1997.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

Lease Commitments

The Company leases certain facilities, equipment and automobiles under operating leases. Lease expense was \$4,775,000 for 1994, \$7,088,000 for 1995, and \$8,318,000 for 1996 and \$4,030,000 and \$6,276,000 for the six months ended June 30, 1996 and 1997.

Minimum future lease commitments under noncancelable lease agreements in excess of one year as of December 31, 1996 are as follows (in thousands):

1997.....	\$ 6,981
1998.....	6,216
1999.....	4,699
2000.....	2,002
2001.....	1,520
Thereafter.....	2,754

	\$24,172
	=====

Litigation

In 1995, the United States Customs Service began an investigation of possible duties owed on imports of certain juice concentrates by a subsidiary of the Company. The Company has been advised by the United States Attorney for the Eastern District of New York that its subsidiary was not the target or the subject of a criminal investigation, although the United States Attorney is not bound by such statements. The Company believes, however, that the U.S. Customs Service will seek additional duties of approximately \$4,000,000 and may seek civil monetary penalties against the subsidiary of the Company. The Company believes the disposition of this matter will not have a material adverse effect on the financial condition or results of operations of the Company, although there can be no assurance that the duties and penalties sought against the subsidiary will not exceed the Company's reserves for this matter.

The Company is currently not otherwise subject to any pending or threatened litigation, other than routine litigation arising in the ordinary course of business, none of which is expected to have a material adverse effect on the financial condition or results of operations of the Company.

6. DISCONTINUED OPERATIONS:

On July 30, 1997, the Company approved a plan to sell its finance businesses. This segment is expected to be sold prior to the end of 1997. Accordingly, these operations are reported as discontinued operations in the accompanying consolidated financial statements. CHR Equipment Financing, Inc. (EFI) is included in the results of discontinued operations. The majority of EFI assets were disposed of in 1994. Summary condensed financial information for the discontinued segment is as follows (in thousands):

	DECEMBER 31			JUNE 30	
	1994	1995	1996	1996	1997
Revenues.....	\$13,216	\$12,117	\$12,870	\$6,406	\$6,606
Expenses.....	8,269	8,636	9,238	4,575	5,035
Income from operations.....	4,947	3,481	3,632	1,831	1,571

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

	DECEMBER 31		JUNE 30
	1995	1996	1997
Cash and investments.....	\$ 6,790	\$ 6,885	\$ 7,045
Finance receivables.....	53,492	46,213	48,686
Other assets.....	2,429	2,650	2,149
Total assets.....	\$62,711	\$55,748	\$57,880
Thrift deposits.....	\$32,649	\$33,457	\$31,038
Long-term debt.....	13,101	7,635	9,156
Accounts payable and accrued expenses.....	3,107	4,509	5,207
Total liabilities.....	\$48,857	\$45,601	\$45,401
Net assets of discontinued operations.....	\$13,854	\$10,147	\$12,479

7. CAPITAL STOCK

The Company had two classes of common stock. In connection with the offering of common stock (see Note 8), the Company converted the Class A and Class B common stock into one class of common stock and all stock repurchase agreements were terminated. The Class A common stock was nonvoting but had the same dividend rights as the Class B voting common stock. Both classes were subject to stock repurchase agreements under which the Company had the option to designate a buyer or to purchase the common stock at book value if a stockholder's employment with the Company ceased. Additionally, Class A common stock was redeemable at book value at the option of either the Company or stockholder. Common stock repurchased by the Company under such arrangements totaled 3,185,000, 3,161,000, 2,232,000, and 374,000 shares in 1994, 1995, 1996 and the six months ended June 30, 1997. Certain of the shares subject to repurchase in a given year are offered to certain active employees of the Company. Such shares are acquired by the employees directly from the selling stockholder at the then net book value per share of the Company's common stock.

The Company also had incentive plans which awarded shares of common stock to certain employees based upon the annual operating performance of the Company. The net book value of such shares was charged to expense in the year the award was earned. Compensation expense associated with such plans totaled approximately \$2,475,000, \$1,051,000, \$943,000, \$560,000, and \$548,000 for 1994, 1995, 1996 and the six months ended June 30, 1996 and 1997. Such plans were terminated effective October , 1997, and any amounts due for 1997 will be paid in cash.

Pursuant to Securities Exchange Commission rules related to stock issued or sold to employees at prices below the initial public offering price for the twelve months preceding the date that the initial offering becomes effective ("cheap stock"), the Company will record an \$18,558,000 charge to expense at the effective date of the Offering. This future charge relates to approximately 1,237,000 shares sold to employees under the book value stock purchase plan and approximately 282,000 shares issued under the incentive plans discussed above and represents the difference between the book value of shares sold and issued to employees and the offering price per share.

In connection with the Offering discussed in note 8, the Company was reorganized as a Delaware corporation.

8. OFFERING OF COMMON STOCK, STOCK OPTIONS, STOCK PURCHASE PLAN AND SPECIAL DIVIDEND:

The Company is registering its common stock to allow certain stockholders to sell 12,165,155 shares of the Company's stock to the Public. The proceeds of the offering will accrue entirely to selling stockholders.

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONTINUED)

In August 1997, the Company adopted stock option and stock purchase plans which the Company expects will be approved by the Company's stockholders prior to the effective date of the offering. Under the plans, options to purchase an aggregate of not more than 2,000,000 shares of common stock may be granted from time to time to key employees, officers and directors of the Company. Immediately prior to the consummation of the offering, the Company intends to grant 470,417 stock options under these plans at a grant price equivalent to that of the offering price per share.

In August 1997, the Company declared a \$1.50 dividend on the Company's common stock to stockholders of record immediately prior to the offering of common stock. Also, the Company will generate an approximate \$36.0 million tax benefit from the removal of restrictions on the shares to be sold in the Offering.

9. SUPPLEMENTARY DATA (UNAUDITED):

The Company's results of operations for each of the quarters in the years ended December 31, 1995 and 1996 and the six months ended June 30, 1997 are summarized below (in thousands, except per share data).

	QUARTERS ENDED (UNAUDITED)			
	MARCH 31	JUNE 30	SEPTEMBER 30	DECEMBER 31
1995				
Gross revenues.....	\$331,214	\$379,275	\$370,870	\$364,616
Cost of transportation and products.	293,994	337,112	330,034	324,741
Net revenues.....	37,220	42,163	40,836	39,875
Income from operations.....	9,332	13,440	12,449	9,759
Net income from continuing operations.....	6,238	8,567	8,131	6,519
Net income from discontinued operations.....	451	515	549	571
Net income.....	\$ 6,689	\$ 9,082	\$ 8,680	\$ 7,090
Net income per share from continuing operations.....	\$ 0.14	\$ 0.20	\$ 0.19	\$ 0.15
Net income per share from discontinued operations.....	0.01	0.01	0.01	0.01
Net income per share.....	\$ 0.15	\$ 0.21	\$ 0.20	\$ 0.16
Weighted average shares outstanding.	45,179	43,565	43,518	43,473
1996				
Gross revenues.....	\$361,936	\$413,088	\$413,585	\$417,296
Cost of transportation and products.	320,100	368,004	368,474	370,258
Net revenues.....	41,836	45,084	45,111	47,038
Income from operations.....	10,474	13,875	13,509	12,171
Net income from continuing operations.....	6,719	8,966	8,673	8,084
Net income from discontinued operations.....	543	540	566	509
Net income.....	\$ 7,262	\$ 9,506	\$ 9,239	\$ 8,593
Net income per share from continuing operations.....	\$ 0.16	\$ 0.22	\$ 0.21	\$ 0.20
Net income per share from discontinued operations.....	0.01	0.01	0.01	0.01
Net income per share.....	\$ 0.17	\$ 0.23	\$ 0.22	\$ 0.21
Weighted average shares outstanding.	42,929	41,434	41,425	41,406

C.H. ROBINSON WORLDWIDE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(CONCLUDED)

	QUARTER ENDED (UNAUDITED)	
	MARCH 31	JUNE 30
1997		
Gross revenues.....	\$403,705	\$451,447
Cost of transportation and products.....	356,819	399,177
Net revenues.....	46,886	52,270
Income from operations.....	11,415	15,276
Net income from continuing operations.....	7,426	9,807
Net income from discontinued operations.....	439	461
Net income.....	\$ 7,865	\$ 10,268
	=====	=====
Net income per share from continuing operations.....	\$ 0.18	\$ 0.24
Net income per share from discontinued operations.....	0.01	0.01
Net income per share.....	\$ 0.19	\$ 0.25
	-----	-----
Weighted average shares outstanding.....	41,359	41,253
	=====	=====

[INSIDE BACK COVER]

[PHOTO OF COMPANY SALESPERSONS]



NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING MADE HEREBY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION NOT CONTAINED IN THIS PRO- SPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE COMPANY, THE SELLING STOCKHOLDERS OR ANY UNDERWRITER. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY OF THE SECURITIES OFFERED HEREBY TO ANY PERSON OR BY ANYONE IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY DATE SUBSEQUENT TO THE DATE HEREOF.

TABLE OF CONTENTS

	PAGE

Prospectus Summary.....	3
Risk Factors.....	7
Use of Proceeds.....	11
Dividends, Stock Repurchase Program and Non-Cash Charge.....	11
Capitalization.....	12
Dilution.....	12
Selected Consolidated Financial Data.....	13
Management's Discussion and Analysis of Financial Condition and Results of Operations.....	15
Industry Overview.....	21
Business.....	22
Management.....	33
Certain Transactions.....	39
Principal and Selling Stockholders.....	40
Description of Capital Stock.....	43
Shares Eligible for Future Sale.....	48
Underwriting.....	49
Legal Matters.....	50
Experts.....	51
Additional Information.....	51
Index to Consolidated Financial Statements.....	F-1

UNTIL , 1997 (25 DAYS AFTER THE DATE OF THIS PROSPECTUS), ALL DEALERS EFFECTING TRANSACTIONS IN THE REGISTERED SECURITIES, WHETHER OR NOT PARTICI- PATING IN THIS DISTRIBUTION, MAY BE REQUIRED TO DELIVER A PROSPECTUS. THIS RE- QUIREMENT IS IN ADDITION TO THE OBLIGATION OF DEALERS TO DELIVER A PROSPECTUS WHEN ACTING AS UNDERWRITERS AND WITH RESPECT TO THEIR UNSOLD ALLOTMENTS OR SUBSCRIPTIONS.

10,578,396 Shares

LOGO

Common Stock

PROSPECTUS

BT ALEX. BROWN

MORGAN STANLEY DEAN WITTER

PIPER JAFFRAY INC.



PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following fees and expenses (which do not include underwriting commissions and discounts) will be paid by the Company in connection with the issuance and distribution of the securities registered hereby. All such expenses, except for the SEC, NASD and Nasdaq fees, are estimated.

SEC registration fee.....	\$	62,669
NASD filing fee.....		21,181
Nasdaq Stock Market listing fee.....		50,000
Legal fees and expenses.....		305,000
Accounting fees and expenses.....		200,000
Transfer Agent's and Registrar's fees.....		13,000
Printing and engraving expenses.....		76,300
Miscellaneous.....		271,850

Total.....	\$	1,000,000
		=====

* To be provided by amendment.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Certificate of Incorporation of the Company provides that a director of the Company shall not be personally liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Company or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL or (iv) for any transaction from which the director derived any improper personal benefit.

The Certificate of Incorporation of the Company provides that to the full extent permitted by law the Company shall indemnify and advance expenses to any person who is or was a director or officer of the Company, and may, but shall not be obligated to, indemnify and advance expenses to any employee or agent of the Company, and shall or may, as applicable, indemnify any person serving at the request of the Company as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, against liabilities which may be incurred by such person by reason of (or arising in part from) such capacity.

Section 145 of the DGCL authorizes the indemnification of directors and officers against liability incurred by reason of being a director or officer and against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit, or proceeding seeking to establish such liability, in the case of third- party claims, if the officer or director acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and in the case of actions by or in the right of the corporation, if the officer or director acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and if such officer or director shall not have been adjudged liable to the corporation, unless, despite the adjudication of liability, a court otherwise determines. Indemnification also is authorized with

respect to any criminal action or proceeding where, in addition to the above, the officer or director has no reasonable cause to believe his conduct was unlawful.

The above discussion of the Company's Certificate of Incorporation, Bylaws and Section 145 of the DGCL is only a summary and is qualified in its entirety by the full text of each of the foregoing.

Reference is made to the Underwriting Agreement, the proposed form of which is filed as Exhibit 1.1 hereto, in which each Underwriter agrees, under certain circumstances, to indemnify the directors and officers of the Company and certain other persons against certain civil liabilities.

The Company intends to purchase insurance against certain losses arising from claims which may be asserted against its directors and officers, including claims under the Securities Act.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

On February 28, 1995, the Company issued an aggregate of 879,612 restricted shares of Common Stock to 70 employees under its Central Office Management Incentive, Employee Incentive and Profit Center Incentive Programs (the "Programs") related to incentive compensation earned for the year ended December 31, 1994 (and determined after the end of the year). The number of shares issued was based on book value per share of Common Stock on December 31, 1994. Such issuances were exempt from registration under the Securities Act of 1933, as amended ("Securities Act"), pursuant to Section 3(b) and Rule 701 thereunder inasmuch as (1) the Company was not subject to the reporting requirements of

Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act") and was not an investment company registered or required to be registered under the Investment Company Act of 1940, as amended ("Investment Company Act") at the time of issuance, (2) the conditions of Rule 701(b)(1) and

(3) were satisfied in that each such issuance was made to pursuant to a written contract with each such employee, which was furnished to the employee, and (3) the conditions of Rule 701(b)(5) were satisfied in that the aggregate amount of securities offered and sold (879,612 shares valued at \$2,190,234) (x) did not exceed \$5,000,000 and (y) did not exceed the greater of (i) \$500,000, (ii) \$44,699,100 (15% of the total assets of the Company at December 31, 1994) or (iii) 6,535,986 shares (15% of the number of shares outstanding as of February 28, 1995, giving effect to such sales).

On February 28, 1996, the Company issued an aggregate of 369,498 restricted shares of Common Stock to 56 employees under the Programs related to incentive compensation earned for the year ended December 31, 1995 (and determined after the end of the year). The number of shares issued was based on book value per share of Common Stock on December 31, 1995. Such issuances were exempt from registration under the Securities Act pursuant to Section 3(b) and Rule 701 thereunder inasmuch as (1) the Company was not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and was not an investment company registered or required to be registered under the Investment Company Act at the time of issuance, (2) the conditions of Rule 701(b)(1) and

(3) were satisfied in that each such issuance was made to pursuant to a written contract with each such employee, which was furnished to the employee, and (3) the conditions of Rule 701(b)(5) were satisfied in that the aggregate amount of securities offered and sold (369,498 shares valued at \$1,147,291) (x) did not exceed \$5,000,000 and (y) did not exceed the greater of (i) \$500,000, (ii) \$50,316,150 (15% of the total assets of the Company at December 31, 1995) or

(iii) 6,212,975 shares (15% of the number of shares outstanding as of February 28, 1996, giving effect to such sales).

On February 28, 1997, the Company issued an aggregate of 282,086 restricted shares of Common Stock to 57 employees under the Programs related to incentive compensation earned for the year ended December 31, 1996 (and determined after the end of the year). The number of shares issued was based on book value per share of Common Stock on December 31, 1996. Such

issuances were exempt from registration under the Securities Act pursuant to Section 3(b) and Rule 701 thereunder inasmuch as (1) the Company was not subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and was not an investment company registered or required to be registered under the Investment Company Act at the time of issuance, (2) the conditions of Rule 701(b)(1) and (3) were satisfied in that each such issuance was made pursuant to a written contract with each such employee, which was furnished to the employee, and (3) the conditions of Rule 701(b)(5) were satisfied in that the aggregate amount of securities offered and sold (282,086 shares valued at \$1,066,285) (x) did not exceed \$5,000,000 and (y) did not exceed the greater of (i) \$500,000, (ii) \$48,117,000 (15% of the total assets of the Company at December 31, 1996) or (iii) 6,185,288 shares (15% of the number of shares outstanding as of February 28, 1997, giving effect to such sales).

On June 30, 1997, the Company sold 25,000 shares of Common Stock to Gerald A. Schwalbach, a director of the Company, for cash in the amount of \$103,000, the book value of the stock at May 31, 1997. Such stock was purchased for investment and not with a view to distribution, and the sale thereof was exempt from registration under the Securities Act pursuant to Section 4(2) thereof.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a) Exhibits

Number -----	Description -----
1.1	Underwriting Agreement
**3.1	Certificate of Incorporation of the Company
**3.2	Bylaws of the Company
3.3	Certificate of Designations of Series A Junior Participating Preferred Stock of the Company
4.1	Form of Certificate for Common Stock
4.2	Form of Rights Agreement between the Company and Norwest Bank Minnesota, National Association
5.1	Opinion of Dorsey & Whitney LLP
**10.1	Form of Central Office Management Incentive Program, including Deferred Compensation Agreement
**10.2	Operational Executive Compensation Program
**10.3	Employee Incentive Program
10.4	1997 Omnibus Stock Plan
**10.5	Form of Management-Employee Agreement between the Company and each of by D.R. Verdoorn, Looe Baker III and Barry Butzow
**10.6	Form of Management-Employee Agreement entered into by Gregory Goven, Dale Hanson, Thomas Jostes, Bernard Madej and Michael Rempe
**10.7	Form of Management-Employee Agreement between the Company and by Thomas Perdue

**10.8 Amended and Restated Promissory Note, due on demand or June 30, 1998, payable by C.H. Robinson Company to the order of First Bank National Association, up to an aggregate principal amount of \$10,000,000

**10.9 Guaranty, dated as of November 30, 1992, by C.H. Robinson, Inc. for the benefit of First Bank National Association

**10.10 Master Equipment Lease Agreement, dated August 19, 1994, between Wagonmaster Transportation Company and AT&T Commercial Finance Corporation

**10.11 Keep-Well Agreement, dated August 19, 1994, between C.H. Robinson, Inc., Wagonmaster Transportation Company and AT&T Commerical Finance Corporation

**10.12 Master Equipment Lease Agreement, dated _____, 1994, between Wagonmaster Transportation Company and Metlife Capital, Limited Partnership

**10.13 Keep-Well Agreement, dated April _____, 1994, between C.H. Robinson, Inc., Wagonmaster Transportation Company and Metlife Capital Limited Partnership

**10.14 Support Agreement, dated as of October 23, 1995, among C.H. Robinson, Inc., Clipper Receivables Corporation, State Street Boston Capital Corporation and Norwest Bank Minnesota, N.A.

**10.15 Receivables Purchase Agreement, dated as of October 23, 1995, among Cityside Finance Corporation I, Cityside Financial Services of Wisconsin, Inc., Clipper Receivables Corporation, State Street Boston Capital Corporation and Norwest Bank Minnesota, N.A.

**10.16 First Amendment to Receivables Purchase Agreement and Support Agreement, dated as of April 1, 1996, among Cityside Finance Corporation I, Cityside Financial Services of Wisconsin, Inc., Clipper Receivables Corporation, State Street Boston Capital Corporation, Norwest Bank Minnesota, N.A. and C.H. Robinson, Inc.

**10.17 Second Amendment to Receivables Purchase Agreement and Support Agreement, dated as of December 11, 1996, among Cityside Finance Corporation I, Cityside Financial Services of Wisconsin, Inc., Clipper

Receivables Corporation, State Street Boston Capital Corporation, Norwest Bank Minnesota, N.A. and C.H. Robinson, Inc.

- **10.18 Letter of Undertaking, dated April 7, 1995, by C.H. Robinson, Inc. to First Bank National Association, Norwest Bank Minnesota, N.A., The Daiwa Bank, Limited and American Bank National Association, in support of Cityside Financial Services of Wisconsin, Inc.
 - **10.19 Subordination Agreement, as amended April 7, 1995, by C.H. Robinson, Inc. in favor of First Bank National Association, Norwest Bank Minnesota, N.A., The Daiwa Bank, Limited and American Bank National Association
 - **10.20 Form of Selling Shareholder Authorization Letter.
 - 10.21 Form of Management Confidentiality and Noncompetition Agreement
 - 10.22 Form of Stock Option Agreement
 - 21.1 Subsidiaries of the Company
 - 23.1 Consent of Arthur Andersen LLP
 - 23.2 Consent of Dorsey & Whitney LLP (included in Exhibit 5.1)
 - **24.1 Powers of Attorney (included on signature page previously filed with this Registration Statement)
 - **27.1 Financial Data Schedule
-

** Previously filed.

(b) Financial Statement Schedules

Schedule II. Valuation and Qualifying Accounts.

ITEM 17. UNDERTAKINGS

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

The undersigned registrant further undertakes that:

- (1) It will provide to the Underwriters at the closing specified in the Underwriting Agreement certificates in such denominations and registered in such names as required by the Underwriters to permit prompt delivery to each purchaser.
- (2) For purposes of determining any liability under the Securities Act of 1933, the information omitted from the form of prospectus filed as part of this registration statement in reliance upon Rule 430A and contained in a form of prospectus filed by the registrant pursuant to Rule 424(b) (1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this registration statement as of the time it was declared effective.
- (3) For the purpose of determining any liability under the Securities Act of 1933, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and this offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this amendment to the Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Eden Prairie, State of Minnesota, on October 9, 1997.

C.H. ROBINSON WORLDWIDE, INC.

By: /s/ Owen P. Gleason

Owen P. Gleason
Vice President, General Counsel and
Secretary

Pursuant to the requirements of the Securities Act of 1933, this amendment to the Registration Statement on Form S-1 has been signed by the following persons in the capacities indicated on October 9, 1997.

SIGNATURE -----	TITLE -----
D. R. Verdoorn*	President, Chief Executive Officer and Director (Principal Executive Officer)
Dale S. Hanson*	Vice President Finance, Chief Financial Officer and Director (Principal Financial Officer)
John P. Wiehoff*	Corporate Controller and Treasurer (Principal Accounting Officer)
Looe Baker III*	Vice President and Director
Barry W. Butzow*	Vice President and Director
/s/ Owen P. Gleason ----- Owen P. Gleason	Vice President, General Counsel, Secretary and Director
Robert Ezrilov*	Director
Gerald A. Schwalbach*	Director

* Executed pursuant to a power of attorney previously filed with this Registration Statement.

By: /s/ Owen P. Gleason

Owen P. Gleason
Attorney-in-fact

REPORT OF INDEPENDENT PUBLIC ACCOUNTANTS

To C.H. Robinson Worldwide, Inc.:

Our audit was made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The schedule listed in the index to consolidated financial statements is presented for purposes of complying with the Securities and Exchange Commission's rules and are not part of the basic financial statements. This schedule has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, fairly states in all material respects the financial data required to be set forth therein in relation to the basic financial statements taken as a whole.

Minneapolis, Minnesota,

February 10, 1997 (except with respect ARTHUR ANDERSEN LLP to matters discussed in Note 6, as to which the date is July 30, 1997 and Note 7 as to which the date is October 9, 1997)

C.H. Robinson Worldwide, Inc.

Schedule II. Valuation and Qualifying Accounts

Allowance for Doubtful Accounts

The transactions in the allowance for doubtful accounts for the years ended December 31, 1994, and 1995 and 1996 were as follows (in thousands):

	December 31, 1994	December 31, 1995	December 31, 1996
Balance, beginning of Year	\$3,885	\$ 5,719	\$ 8,033
Provision	2,679	4,583	5,139
Write-off's	(845)	(2,269)	(3,093)
Balance, end of year	\$5,719	\$ 8,033	\$10,079

EXHIBIT INDEX

Number -----	Description -----	Page ----
1.1	Underwriting Agreement	
**3.1	Certificate of Incorporation of the Company	
**3.2	Bylaws of the Company	
3.3	Certificate of Designations of Series A Junior Participating Preferred Stock of the Company	
4.1	Form of Certificate for Common Stock	
4.2	Form of Rights Agreement between the Company and Norwest Bank Minnesota, National Association	
5.1	Opinion of Dorsey & Whitney LLP	
**10.1	Form of Central Office Management Incentive Program, including Deferred Compensation Agreement	
**10.2	Operational Executive Compensation Program	
**10.3	Employee Incentive Program	
10.4	1997 Omnibus Stock Plan	
**10.5	Form of Management-Employee Agreement between the Company and each of by D.R. Verdoorn, Looe Baker III and Barry Butzow	
**10.6	Form of Management-Employee Agreement entered into by Gregory Goven, Dale Hanson, Thomas Jostes, Bernard Madej and Michael Rempe	
**10.7	Form of Management-Employee Agreement between the Company and by Thomas Perdue	
**10.8	Amended and Restated Promissory Note, due on demand or June 30, 1998, payable by C.H. Robinson Company to the order of First Bank National Association, up to an aggregate principal amount of \$10,000,000	
**10.9	Guaranty, dated as of November 30, 1992, by C.H. Robinson, Inc. for the benefit of First Bank National Association	
**10.10	Master Equipment Lease Agreement, dated August 19, 1994, between Wagonmaster Transportation Company and AT&T Commercial Finance Corporation	
**10.11	Keep-Well Agreement, dated August 19, 1994, between C.H. Robinson, Inc., Wagonmaster Transportation Company and AT&T Commercial Finance Corporation	

- **10.12 Master Equipment Lease Agreement, dated _____, 1994, between Wagonmaster Transportation Company and Metlife Capital, Limited Partnership
- **10.13 Keep-Well Agreement, dated April ____, 1994, between C.H. Robinson, Inc., Wagonmaster Transportation Company and Metlife Capital Limited Partnership
- **10.14 Support Agreement, dated as of October 23, 1995, among C.H. Robinson, Inc., Clipper Receivables Corporation, State Street Boston Capital Corporation and Norwest Bank Minnesota, N.A.
- **10.15 Receivables Purchase Agreement, dated as of October 23, 1995, among Cityside Finance Corporation I, Cityside Financial Services of Wisconsin, Inc., Clipper Receivables Corporation, State Street Boston Capital Corporation and Norwest Bank Minnesota, N.A.
- **10.16 First Amendment to Receivables Purchase Agreement and Support Agreement, dated as of April 1, 1996, among Cityside Finance Corporation I, Cityside Financial Services of Wisconsin, Inc., Clipper Receivables Corporation, State Street Boston Capital Corporation, Norwest Bank Minnesota, N.A. and C.H. Robinson, Inc.
- **10.17 Second Amendment to Receivables Purchase Agreement and Support Agreement, dated as of December 11, 1996, among Cityside Finance Corporation I, Cityside Financial Services of Wisconsin, Inc., Clipper Receivables Corporation, State Street Boston Capital Corporation, Norwest Bank Minnesota, N.A. and C.H. Robinson, Inc.
- **10.18 Letter of Undertaking, dated April 7, 1995, by C.H. Robinson, Inc. to First Bank National Association, Norwest Bank Minnesota, N.A., The Daiwa Bank, Limited and American Bank National Association, in support of Cityside Financial Services of Wisconsin, Inc.
- **10.19 Subordination Agreement, as amended April 7, 1995, by C.H. Robinson, Inc. in favor of First Bank National Association, Norwest Bank Minnesota, N.A., The Daiwa Bank, Limited and American Bank National Association
- **10.20 Form of Selling Shareholder Authorization Letter
- 10.21 Form of Management Confidentiality and Noncompetition Agreement
- 10.22 Form of Stock Option Agreement
- 21.1 Subsidiaries of the Company

- 23.1 Consent of Arthur Andersen LLP
 - 23.2 Consent of Dorsey & Whitney LLP (included in Exhibit 5.1)
 - **24.1 Powers of Attorney (included on signature page of this Registration Statement)
 - **27.1 Financial Data Schedule
-

** Previously filed.

Exhibit 1.1

10,578,396 Shares

C.H. ROBINSON WORLDWIDE, INC.

Common Stock

UNDERWRITING AGREEMENT

_____, 1997

BT Alex. Brown Incorporated
Morgan Stanley & Co. Incorporated
Piper Jaffray Inc.
As Representatives of the
Several Underwriters
c/o BT Alex. Brown Incorporated
One South Street
Baltimore, Maryland 21202

Gentlemen:

Certain stockholders (the "Selling Stockholders") of C.H. Robinson Worldwide, Inc., a Delaware corporation (the "Company"), propose to sell to the several underwriters (the "Underwriters") named in Schedule I hereto for whom you are acting as representatives (the "Representatives") an aggregate of 10,578,396 shares of the Company's Common Stock, \$.10 par value (the "Firm Shares"). The respective amounts of the Firm Shares to be so purchased by the several Underwriters are set forth opposite their names in Schedule I hereto, and the respective amounts to be sold by the Selling Stockholders are set forth opposite their names in Schedule II hereto. The Selling Stockholders also propose to sell at the Underwriters' option an aggregate of up to 1,586,759 additional shares of the Company's Common Stock (the "Option Shares") as set forth below.

As the Representatives, you have advised the Company and the Selling Stockholders (a) that you are authorized to enter into this Agreement on behalf of the several Underwriters, and (b) that the several Underwriters are willing, acting severally and not jointly, to purchase the numbers of Firm Shares set forth opposite their respective names in Schedule I, plus their pro rata portion of the Option Shares if you elect to

exercise the over-allotment option in whole or in part for the accounts of the several Underwriters. The Firm Shares and the Option Shares (to the extent the aforementioned option is exercised) are herein collectively called the "Shares."

The representations, warranties and covenants contained in this Agreement give effect to the merger of C.H. Robinson, Inc., a Minnesota corporation, with and into the Company on the Closing Date (as hereinafter defined).

In consideration of the mutual agreements contained herein and of the interests of the parties in the transactions contemplated hereby, the parties hereto agree as follows:

1. Representations and Warranties of the Company and the Selling

Stockholders.

(a) The Company represents and warrants to each of the Underwriters as follows:

(i) A registration statement on Form S-1 (File No. 333-33731) with respect to the Shares has been carefully prepared by the Company in conformity with the requirements of the Securities Act of 1933, as amended (the "Act"), and the Rules and Regulations (the "Rules and Regulations") of the Securities and Exchange Commission (the "Commission") thereunder and has been filed with the Commission. Copies of such registration statement, including any amendments thereto, the preliminary prospectuses (meeting the requirements of the Rules and Regulations) contained therein and the exhibits, financial statements and schedules, as finally amended and revised, have heretofore been delivered by the Company to you. Such registration statement, together with any registration statement filed by the Company pursuant to Rule 462(b) of the Act, herein referred to as the "Registration Statement," which shall be deemed to include all information omitted therefrom in reliance upon Rule 430A and contained in the Prospectus referred to below, has become effective under the Act and no post-effective amendment to the Registration Statement has been filed as of the date of this Agreement. "Prospectus" means (a) the form of prospectus first filed with the Commission pursuant to Rule 424(b) or (b) the last preliminary prospectus included in the Registration Statement filed prior to the time it becomes effective or filed pursuant to Rule 424(a) under the Act that is delivered by the Company to the Underwriters for delivery to purchasers of the Shares, together with the term sheet or abbreviated term sheet filed with the Commission pursuant to Rule 424(b)(7) under the Act. Each preliminary prospectus included in the Registration Statement prior to the time it becomes effective is herein referred to as a "Preliminary Prospectus."

(ii) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate

power and authority to own or lease its properties and conduct its business as described in the Registration Statement. Each of the subsidiaries of the Company listed in Exhibit A hereto (collectively, the "Subsidiaries") has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with corporate power and authority to own or lease its properties and conduct its business as described in the Registration Statement. The Company and each of the Subsidiaries are duly qualified to transact business in all jurisdictions in which the conduct of their business requires such qualification other than where the failure to be so qualified would not have a material adverse effect on the business of the Company and its subsidiaries, taken as a whole. The outstanding shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued, are fully paid and non-assessable and are owned by the Company or another Subsidiary free and clear of all liens, encumbrances and equities and claims; and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligations into shares of capital stock or ownership interests in the Subsidiaries are outstanding.

(iii) The outstanding shares of Common Stock of the Company, including all shares to be sold by the Selling Stockholders, have been duly authorized and validly issued and are fully paid and non-assessable; and no preemptive rights of stockholders exist with respect to any of the Shares or the issue and sale thereof. Neither the filing of the Registration Statement nor the offering or sale of the Shares as contemplated by this Agreement gives rise to any rights, other than those which have been waived or satisfied, for or relating to the registration of any shares of Common Stock.

(iv) The information set forth under the caption "Capitalization" in the Prospectus is true and correct. All of the Shares conform to the description thereof contained in the Registration Statement.

(v) The Commission has not issued an order preventing or suspending the use of any Prospectus relating to the proposed offering of the Shares nor, to the Company's knowledge, instituted proceedings for that purpose. The Registration Statement contains, and the Prospectus and any amendments or supplements thereto will contain, all statements which are required to be stated therein by, and will conform to, the requirements of the Act and the Rules and Regulations. The Registration Statement and any amendment thereto do not contain, and will not contain, any untrue statement of a material fact and do not omit, and will not omit, to state any material fact required to be stated therein or necessary to make the statements therein not misleading. The Prospectus and any amendments and supplements thereto do not contain, and will not contain, any untrue statement of material fact and do not omit, and will not omit, to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company makes no representations or warranties as to information contained in or

omitted from the Registration Statement or the Prospectus, or any such amendment or supplement, in reliance upon, and in conformity with, written information furnished to the Company by or on behalf of any Underwriter through the Representatives, specifically for use in the preparation thereof.

(vi) The consolidated financial statements of the Company and the Subsidiaries, together with related notes and schedules as set forth in the Registration Statement, present fairly the financial position and the results of operations and cash flows of the Company and the consolidated Subsidiaries, at the indicated dates and for the indicated periods. Such financial statements and related schedules have been prepared in accordance with generally accepted accounting principles, consistently applied throughout the periods involved, except as disclosed therein, and all adjustments necessary for a fair presentation of results for such periods have been made. The summary financial and statistical data included in the Registration Statement presents fairly the information shown therein and such data has been compiled on a basis consistent with the financial statements presented therein and the books and records of the Company. The pro forma financial information included in the Registration Statement and the Prospectus present fairly the information shown therein, and, in the opinion of the Company, the assumptions used in the preparation thereof are reasonable and the adjustments used therein are appropriate to give effect to the transactions or circumstances referred to therein.

(vii) Arthur Andersen LLP, who have certified certain of the financial statements filed with the Commission as part of the Registration Statement, are independent public accountants as required by the Act and the Rules and Regulations.

(viii) There is no action, suit, claim or proceeding pending or, to the knowledge of the Company, threatened against the Company or any of the Subsidiaries before any court or administrative agency or otherwise which if determined adversely to the Company or any of its Subsidiaries might result in any material adverse change in the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of the Company and of the Subsidiaries taken as a whole or to prevent the consummation of the transactions contemplated hereby, except as set forth in the Registration Statement.

(ix) The Company and the Subsidiaries have good and marketable title to all of the properties and assets reflected in the financial statements (or as described in the Registration Statement) hereinabove described, subject to no lien, mortgage, pledge, charge or encumbrance of any kind except those reflected in such financial statements (or as described in the Registration Statement) or which are not material in amount. The Company and the Subsidiaries occupy their leased properties under valid and binding leases conforming in all material respects to the description thereof set forth in the Registration Statement.

(x) The Company and the Subsidiaries have filed all Federal, State, local and foreign income tax returns which have been required to be filed and have paid or are contesting in good faith all taxes indicated by said returns and all assessments received by them or any of them to the extent that such taxes have become due. All tax liabilities have been adequately provided for in the financial statements of the Company.

(xi) Since the respective dates as of which information is given in the Registration Statement, as it may be amended or supplemented, there has not been any material adverse change or any development involving a prospective material adverse change in or affecting the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise), or prospects of the Company and its Subsidiaries taken as a whole, whether or not occurring in the ordinary course of business, and there has not been any material transaction entered into or any material transaction that is probable of being entered into by the Company or the Subsidiaries, other than transactions in the ordinary course of business and changes and transactions described in the Registration Statement, as it may be amended or supplemented. The Company and the Subsidiaries have no material contingent obligations which are not disclosed in the Company's financial statements which are included in the Registration Statement.

(xii) Neither the Company nor any of the Subsidiaries is or with the giving of notice or lapse of time or both, would be, in violation of or in default under their respective charter or by-laws or under any agreement, lease, contract, indenture or other instrument or obligation to which it is a party or by which it, or any of its properties, is bound and which default is of material significance in respect of the condition, financial or otherwise of the Company and its Subsidiaries taken as a whole or the business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of the Company and the Subsidiaries taken as a whole. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated and the fulfillment of the terms hereof will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any indenture, mortgage, deed of trust or other agreement or instrument to which the Company or any Subsidiary is a party, or of the Charter or by-laws of the Company or any order, rule or regulation applicable to the Company or any Subsidiary of any court or of any regulatory body or administrative agency or other governmental body having jurisdiction.

(xiii) Each approval, consent, order, authorization, designation, declaration or filing by or with any regulatory, administrative or other governmental body necessary in connection with the execution and delivery by the Company of this Agreement and the consummation of the transactions herein contemplated (except such additional steps as may be required by the Commission, the National Association of Securities Dealers, Inc. (the "NASD") or such additional steps as may be necessary to qualify the Shares for public offering by the Underwriters under state securities or Blue Sky laws) has been obtained or

made and is in full force and effect.

(xiv) The Company and each of the Subsidiaries hold all material licenses, certificates and permits from governmental authorities which are necessary to the conduct of their businesses; and neither the Company nor any of the Subsidiaries has infringed any patents, patent rights, trade names, trademarks or copyrights, which infringement is material to the business of the Company and the Subsidiaries taken as a whole. The Company knows of no material infringement by others of patents, patent rights, trade names, trademarks or copyrights owned by or licensed to the Company.

(xv) Neither the Company, nor to the Company's best knowledge, any of its affiliates, has taken or may take, directly or indirectly, any action designed to cause or result in, or which has constituted or which might reasonably be expected to constitute, the stabilization or manipulation of the price of the shares of Common Stock to facilitate the sale or resale of the Shares. The Company acknowledges that the Underwriters may engage in passive market making transactions in the Shares on The Nasdaq Stock Market in accordance with Rule 103 of Regulation M under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

(xvi) Neither the Company nor any Subsidiary is an "investment company" within the meaning of such term under the Investment Company Act of 1940 and the rules and regulations of the Commission thereunder.

(xvii) The Company maintains a system of internal accounting controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management's general or specific authorization; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(xviii) The Company and each of its Subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as is adequate for the conduct of their respective businesses and the value of their respective properties and as is customary for companies engaged in similar industries.

(xix) The Company is in compliance in all material respects with all presently applicable provisions of the Employee Retirement Income Security Act of 1974, as amended, including the regulations and published interpretations thereunder ("ERISA"); no "reportable event" (as defined in ERISA) has occurred with respect to any "pension

plan" (as defined in ERISA) for which the Company would have any liability; the Company has not incurred and does not expect to incur liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any "pension plan" or (ii) Sections 412 or 4971 of the Internal Revenue Code of 1986, as amended, including the regulations and published interpretations thereunder (the "Code"); and each "pension plan" for which the Company would have any liability that is intended to be qualified under Section 401(a) of the Code is so qualified in all material respects and nothing has occurred, whether by action or by failure to act, which would cause the loss of such qualification.

(xx) The Company confirms as of the date hereof that it is in compliance with all provisions of Section 1 of Laws of Florida, Chapter 92-198, An Act Relating to Disclosure of Doing Business with Cuba, and the Company further agrees that if it commences engaging in business with the government of Cuba or with any person or affiliate located in Cuba after the date the Registration Statement becomes or has become effective with the Commission or with the Florida Department of Banking and Finance (the "Department"), whichever date is later, or if the information reported in the Prospectus, if any, concerning the Company's business with Cuba or with any person or affiliate located in Cuba changes in any material way, the Company will provide the Department notice of such business or change, as appropriate, in a form acceptable to the Department.

(b) Each of the Selling Stockholders severally represents and warrants as follows:

(i) Such Selling Stockholder now is and at the Closing Date and the Option Closing Date, as the case may be (as such dates are hereinafter defined), will be the registered owner of the Firm Shares and the Option Shares to be sold by such Selling Stockholder, free and clear of any liens, encumbrances, equities and claims, and full right, power and authority to effect the sale and delivery of such Firm Shares and Option Shares; and upon the delivery of, against payment for, such Firm Shares and Option Shares pursuant to this Agreement, the Underwriters will be entitled to register the transfer thereof free of adverse claims.

(ii) Such Selling Stockholder has full right, power and authority to execute and deliver this Agreement, the Selling Shareholder Authorization and to perform its obligations under such Agreements. The execution and delivery of this Agreement and the consummation by such Selling Stockholder of the transactions herein contemplated and the fulfillment by such Selling Stockholder of the terms hereof will not require any consent, approval, authorization, or other order of any court, regulatory body, administrative agency or other governmental body (except as may be required under the Act, state securities laws or Blue Sky laws) and will not result in a breach of any of the

terms and provisions of, or constitute a default under, organizational documents of such Selling Stockholder, if not an individual, or any indenture, mortgage, deed of trust or other agreement or instrument to which such Selling Stockholder is a party, or of any order, rule or regulation applicable to such Selling Stockholder of any court or of any regulatory body or administrative agency or other governmental body having jurisdiction.

(iii) Such Selling Stockholder has not taken and will not take, directly or indirectly, any action designed to, or which has constituted, or which might reasonably be expected to cause or result in the stabilization or manipulation of the price of the Common Stock of the Company and, other than as permitted by the Act, the Selling Stockholder will not distribute any prospectus or other offering material in connection with the offering of the Shares.

(iv) The information pertaining to such Selling Stockholder under the caption "Selling Stockholders" in the Prospectus is complete and accurate in all material respects.

2. Purchase, Sale and Delivery of the Firm Shares.

(a) On the basis of the representations, warranties and covenants herein contained, and subject to the conditions herein set forth, the Selling Stockholders agree to sell to the Underwriters and each Underwriter agrees, severally and not jointly, to purchase, at a price of \$_____ per share, the number of Firm Shares set forth opposite the name of each Underwriter in Schedule I hereof, subject to adjustments in accordance with Section 9 hereof. The number of Firm Shares to be purchased by each Underwriter from each Selling Stockholder shall be as nearly as practicable in the same proportion to the total number of Firm Shares being sold by each Selling Stockholder as the number of Firm Shares being purchased by each Underwriter bears to the total number of Firm Shares to be sold hereunder. The obligations of each of the Selling Stockholders shall be several and not joint.

(b) Each Selling Stockholder has issued instructions to the Company as to the transfer of the Firm Shares and the Option Shares to the Underwriters upon the direction of the Attorneys-In-Fact. Each of the Selling Stockholders specifically agrees that the Firm Shares and Option Shares are subject to the interests of the Underwriters hereunder and that the obligations of the Selling Stockholders hereunder shall not be terminable by any act or deed of the Selling Stockholders (or by any other person, firm or corporation including the Company, the Attorneys-In-Fact or the Underwriters) or by operation of law (including the death of an individual Selling Stockholder) or by the occurrence of any other event or events, except as set forth in the Selling Shareholder Authorization. If any such event should occur prior to the delivery to the Underwriters of the Firm Shares or the Option Shares hereunder, certificates for the Firm Shares or the

Options Shares, as the case may be, shall be transferred to the Underwriters in accordance with the terms and conditions of this Agreement as if such event has not occurred.

(c) Payment for the Firm Shares to be sold hereunder is to be made in immediately available funds by wire transfer to a bank designated by the Attorneys-In-Fact, in each case against registration of transfer of the Firm Shares to the Representatives for the several accounts of the Underwriters. Such payment and delivery of evidence of registration of transfer shall be made at the offices of BT Alex. Brown Incorporated, One South Street, Baltimore, Maryland, at 10:00 a.m., Baltimore time, on the third business day after the date of this Agreement or at such other time and date not later than five business days thereafter as you and the Company shall agree upon, such time and date being herein referred to as the "Closing Date." (As used herein, "business day" means a day on which the New York Stock Exchange is open for trading and on which banks in New York are open for business and not permitted by law or executive order to be closed.)

(d) In addition, on the basis of the representations and warranties herein contained and subject to the terms and conditions herein set forth, the Selling Stockholders hereby grant an option to the several Underwriters to purchase the Option Shares at the price per share as set forth in the first paragraph of this

Section 2. The maximum number of Option Shares to be sold by each Selling Stockholder is set forth opposite their respective names on Schedule II hereto. The option granted hereby may be exercised in whole or in part by giving written notice (i) at any time before the Closing Date and (ii) only once thereafter within 30 days after the date of this Agreement, by you, as Representatives of the several Underwriters, to the Attorneys-in-Fact setting forth the number of Option Shares as to which the several Underwriters are exercising the option and the time and date at which payment therefor is to be made. If the option granted hereby is exercised in part, the respective number of Option Shares to be sold by each of the Selling Stockholders shall be determined on a pro rata basis in accordance with the maximum number of option shares to be sold by each Selling Stockholder set forth opposite their names on Schedule II hereto, adjusted by you in such manner as to avoid fractional shares. The time and date at which Option Shares are to be transferred shall be determined by the Representatives but shall not be earlier than three nor later than 10 full business days after the exercise of such option, nor in any event prior to the Closing Date (such time and date being herein referred to as the "Option Closing Date"). If the date of exercise of the option is three or more days before the Closing Date, the notice of exercise shall set the Closing Date as the Option Closing Date. The number of Option Shares to be purchased by each Underwriter shall be in the same proportion to the total number of Option Shares being purchased as the number of Firm Shares being purchased by such Underwriter bears to the total number of Firm Shares, adjusted by you in such manner as to avoid fractional shares. The option with respect to the Option Shares granted hereunder may be exercised only to cover over-allotments in the sale of the Firm Shares by the

Underwriters. You, as Representatives of the several Underwriters, may cancel such option at any time prior to its expiration by giving written notice of such cancellation to the Company and the Attorney-in-Fact. To the extent, if any, that the option is exercised, payment for the Option Shares shall be made on the Option Closing Date in immediately available funds by wire transfer to a bank designated by the Attorneys-In-Fact against registration of transfer at the offices of BT Alex. Brown Incorporated, One South Street, Baltimore, Maryland.

(e) The Company acknowledges receipt of, and agrees to be bound by, instructions as to the transfer of the Firm Shares and the Option Shares to the Underwriters upon the direction of the Attorneys-In-Fact. Until the termination of this Agreement, the Company agrees that, with respect to the registration of transfer of the Firm Shares and the Option Shares, it will recognize only the direction of the Attorneys-In-Fact.

3. Offering by the Underwriters.

It is understood that the several Underwriters are to make a public offering of the Firm Shares as soon as the Representatives deem it advisable to do so. The Firm Shares are to be initially offered to the public at the initial public offering price set forth in the Prospectus. The Representatives may from time to time thereafter change the public offering price and other selling terms. To the extent, if at all, that any Option Shares are purchased pursuant to Section 2 hereof, the Underwriters will offer them to the public on the foregoing terms.

It is further understood that you will act as the Representatives for the Underwriters in the offering and sale of the Shares in accordance with a Master Agreement Among Underwriters entered into by you and the several other Underwriters.

4. Covenants of the Company and the Selling Stockholders.

(a) The Company covenants and agrees with the several Underwriters that:

(i) The Company will (A) use its best efforts to cause the Registration Statement to become effective or, if the procedure in Rule 430A of the Rules and Regulations is followed, to prepare and timely file with the Commission under Rule 424(b) of the Rules and Regulations a Prospectus in a form approved by the Representatives containing information previously omitted at the time of effectiveness of the Registration Statement in reliance on Rule 430A of the Rules and Regulations and (B) not file any amendment to the Registration Statement or supplement to the Prospectus of which the Representatives shall not previously have been advised and furnished with a copy or to which the Representatives shall have reasonably objected in writing or which is not in compliance with the Rules and Regulations.

(ii) The Company will advise the Representatives promptly (A) when the Registration Statement or any post-effective amendment thereto shall have become effective, (B) of receipt of any comments from the Commission, (C) of any request of the Commission for amendment of the Registration Statement or for supplement to the Prospectus or for any additional information, and (D) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the use of the Prospectus or of the institution of any proceedings for that purpose. The Company will use its best efforts to prevent the issuance of any such stop order preventing or suspending the use of the Prospectus and to obtain as soon as possible the lifting thereof, if issued.

(iii) The Company will cooperate with the Representatives in endeavoring to qualify the Shares for sale under the securities laws of such jurisdictions as the Representatives may reasonably have designated in writing and will make such applications, file such documents, and furnish such information as may be reasonably required for that purpose, provided the Company shall not be required to qualify as a foreign corporation or to file a general consent to service of process in any jurisdiction where it is not now so qualified or required to file such a consent. The Company will, from time to time, prepare and file such statements, reports, and other documents, as are or may be required to continue such qualifications in effect for so long a period as the Representatives may reasonably request for distribution of the Shares.

(iv) The Company will deliver to, or upon the order of, the Representatives, from time to time, as many copies of any Preliminary Prospectus as the Representatives may reasonably request. The Company will deliver to, or upon the order of, the Representatives during the period when delivery of a Prospectus is required under the Act, as many copies of the Prospectus in final form, or as thereafter amended or supplemented, as the Representatives may reasonably request. The Company will deliver to the Representatives at or before the Closing Date, four signed copies of the Registration Statement and all amendments thereto including all exhibits filed therewith, and will deliver to the Representatives such number of copies of the Registration Statement (including such number of copies of the exhibits filed therewith that may reasonably be requested), and of all amendments thereto, as the Representatives may reasonably request.

(v) The Company will comply with the Act and the Rules and Regulations, and the Exchange Act, and the rules and regulations of the Commission thereunder, so as to permit the completion of the distribution of the Shares as contemplated in this Agreement and the Prospectus. If during the period in which a prospectus is required by law to be delivered by an Underwriter or dealer, any event shall occur as a result of which, in the judgment of the Company or in the reasonable opinion of the Underwriters, it becomes necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances existing at the time the

Prospectus is delivered to a purchaser, not misleading, or, if it is necessary at any time to amend or supplement the Prospectus to comply with any law, the Company promptly will prepare and file with the Commission an appropriate amendment to the Registration Statement or supplement to the Prospectus so that the Prospectus as so amended or supplemented will not, in the light of the circumstances when it is so delivered, be misleading, or so that the Prospectus will comply with the law.

(vi) The Company will make generally available to its security holders, as soon as it is practicable to do so, but in any event not later than 15 months after the effective date of the Registration Statement, an earning statement (which need not be audited) in reasonable detail, covering a period of at least 12 consecutive months beginning after the effective date of the Registration Statement, which earning statement shall satisfy the requirements of Section 11(a) of the Act and Rule 158 of the Rules and Regulations and will advise you in writing when such statement has been so made available.

(vii) The Company will, for a period of five years from the Closing Date, deliver to the Representatives copies of annual reports and copies of all other documents, reports and information furnished by the Company to its stockholders or filed with any securities exchange pursuant to the requirements of such exchange or with the Commission pursuant to the Act or the Exchange Act. The Company will deliver to the Representatives similar reports with respect to significant subsidiaries, as that term is defined in the Rules and Regulations, which are not consolidated in the Company's financial statements.

(viii) No offering, sale, short sale or other disposition of any shares of Common Stock of the Company or other securities convertible into or exchangeable or exercisable for shares of Common Stock or derivative of Common Stock (or agreement for such) will be made for a period of one year after the date of this Agreement, directly or indirectly, by the Company otherwise than hereunder or pursuant to the Company's Omnibus Stock Plan or Employee Stock Purchase Plan or with the prior written consent of BT Alex. Brown Incorporated.

(ix) The Company will use its best efforts to list the Common Stock on The Nasdaq Stock Market.

(x) The Company has caused each outside director to furnish to you, on or prior to the date of this agreement, a letter or letters, in form and substance satisfactory to the Underwriters, pursuant to which each such person shall agree not to offer, sell, sell short or otherwise dispose of any shares of Common Stock of the Company or other capital stock of the Company, or any other securities convertible, exchangeable or exercisable for Common Stock or derivative of Common Stock owned by such person or

request the registration for the offer or sale of any of the foregoing (or as to which such person has the right to direct the disposition of) for a period of one year after the date of this Agreement, directly or indirectly, except with the prior written consent of BT Alex. Brown Incorporated ("Lockup Agreements") and except upon death of a Selling Stockholder or upon transfer to members of his or her family or to trusts for him, her or their benefit, that are subject to the same restrictions.

(xi) The Company will maintain a transfer agent for the Common Stock.

(xii) The Company will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company.

(b) Each of the Selling Stockholders covenants and agrees with the several Underwriters that:

(i) No offering, sale, short sale or other disposition of any shares of Common Stock of the Company or other capital stock of the Company or other securities convertible, exchangeable or exercisable for Common Stock or derivative of Common Stock owned by the Selling Stockholder or request the registration for the offer or sale of any of the foregoing (or as to which the Selling Stockholder has the right to direct the disposition of) will be made for a period of one year after the date of this Agreement, directly or indirectly, by such Selling Stockholder otherwise than hereunder or with the prior written consent of BT Alex. Brown Incorporated and except upon death of a Selling Stockholder or upon transfer to members of his or her family or to trusts for him, her or their benefit that take subject to the same restrictions.

(ii) In order to document the Underwriters' compliance with the reporting and withholding provisions of the Tax Equity and Fiscal Responsibility Act of 1982 and the Interest and Dividend Tax Compliance Act of 1983 with respect to the transactions herein contemplated, each of the Selling Stockholders has delivered a properly completed and executed United States Treasury Department Form W-9 (or other applicable form or statement specified by Treasury Department regulations in lieu thereof).

(iii) Such Selling Stockholder will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization or manipulation of the price of any securities of the Company.

5. Costs and Expenses.

The Company will pay all costs, expenses and fees incident to the performance of the obligations of the Company and the Selling Stockholders under this Agreement, including, without limiting the generality of the foregoing, the following: accounting fees of the Company; the fees and disbursements of counsel for the Company and the Selling Stockholders; the cost of printing and delivering to, or as requested by, the Underwriters copies of the Registration Statement, Preliminary Prospectuses, the Prospectus, this Agreement, the Listing Application, the Blue Sky Survey and any supplements or amendments thereto; the filing fees of the Commission; the filing fees and expenses (including legal fees and disbursements) incident to securing any required review by the National Association of Securities Dealers, Inc. (the "NASD") of the terms of the sale of the Shares; the listing fee of The Nasdaq Stock Market; and the expenses, including the fees and disbursements of counsel for the Underwriters, incurred in connection with the qualification of the Shares under state securities or Blue Sky laws. To the extent, if at all, that any of the Selling Stockholders engage special legal counsel to represent them in connection with this offering, the fees and expenses of such counsel shall be borne by such Selling Stockholder. Any transfer taxes imposed on the sale of the Shares to the several Underwriters will be paid by the Selling Stockholders pro rata. The Company and the Selling Stockholders shall not, however, be required to pay for any of the Underwriters expenses (other than those related to qualification under NASD regulation) except that, if this Agreement shall not be consummated because the conditions in Section 6 hereof are not satisfied, or because this Agreement is terminated by the Representatives pursuant to Section 11(b)(i) hereof, or by reason of any failure, refusal or inability on the part of the Company or the Selling Stockholders to perform any undertaking or satisfy any condition of this Agreement or to comply with any of the terms hereof on their part to be performed, unless such failure to satisfy said condition or to comply with said terms be due to the default or omission of any Underwriter, then the Company shall reimburse the several Underwriters for reasonable out-of-pocket expenses, including fees and disbursements of counsel, reasonably incurred in connection with investigating, marketing and proposing to market the Shares or in contemplation of performing their obligations hereunder; but the Company and the Selling Stockholders shall not in any event be liable to any of the several Underwriters for damages on account of loss of anticipated profits from the sale by them of the Shares.

6. Conditions of Obligations of the Underwriters.

The several obligations of the Underwriters to purchase the Firm Shares on the Closing Date and the Option Shares, if any, on the Option Closing Date are subject to the accuracy, as of the Closing Date or the Option Closing Date, as the case may be, of the representations and warranties of the Company and the Selling Stockholders contained herein, and to the performance by the Company and the Selling Stockholders of their

covenants and obligations hereunder and to the following additional conditions:

- (a) The Registration Statement and all post-effective amendments thereto shall have become effective and any and all filings required by Rule 424 and Rule 430A of the Rules and Regulations shall have been made, and any request of the Commission for additional information (to be included in the Registration Statement or otherwise) shall have been disclosed to the Representatives and complied with to their reasonable satisfaction. No stop order suspending the effectiveness of the Registration Statement, as amended from time to time, shall have been issued and no proceedings for that purpose shall have been taken or, to the knowledge of the Company or the Selling Stockholders, shall be contemplated by the Commission and no injunction, restraining order, or order of any nature by a Federal or state court of competent jurisdiction shall have been issued as of the Closing Date which would prevent the issuance of the Shares.
- (b) The Representatives shall have received on the Closing Date or the Option Closing Date, as the case may be, the opinion of Dorsey & Whitney LLP, counsel for the Company and the Selling Stockholders, dated the Closing Date or the Option Closing Date, as the case may be, addressed to the Underwriters (and stating that it may be relied upon by counsel to the Underwriters) to the effect that:
 - (i) The Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware, with corporate power to own or lease its properties and conduct its business as described in the Registration Statement; each of the Subsidiaries has been duly incorporated and is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, with corporate power to own or lease its properties and conduct its business as described in the Registration Statement.
 - (ii) The Company has authorized capital stock as set forth under the caption "Capitalization" in the Prospectus; and the authorized shares of the Company's Common Stock have been duly authorized; the outstanding shares of the Company's Common Stock, including the Shares to be sold by the Selling Stockholders, to the extent set forth under the caption "Capitalization" in the Prospectus, have been duly authorized and validly issued and are fully paid and non-assessable; all of the Shares conform to the description thereof contained in the Prospectus.
 - (iii) The Registration Statement has become effective under the Act and, to the best of the knowledge of such counsel, no stop order proceedings with respect thereto have been instituted or are pending or threatened under the Act.
 - (iv) The Registration Statement, the Prospectus and each amendment or supplement thereto comply as to form in all material respects with the

requirements of the Act and the applicable rules and regulations thereunder (except that such counsel need express no opinion as to the financial statements and related schedules therein).

(v) The statements under the captions "Business-Legal Proceedings," "Management-Executive Compensation," "Management-New Incentive Plans," "Certain Transactions," "Description of Capital Stock" and "Shares Eligible for Future Sale" in the Prospectus, insofar as such statements constitute a summary of documents referred to therein or matters of law, fairly summarize in all material respects the information called for with respect to such documents and matters.

(vi) Such counsel does not know of any contracts or documents required to be filed as exhibits to in the Registration Statement or described in the Registration Statement or the Prospectus which are not so filed or described as required, and such contracts and documents as are summarized in the Registration Statement or the Prospectus are fairly summarized in all material respects.

(vii) Such counsel knows of no material legal or governmental proceedings pending or threatened against the Company or any of the Subsidiaries except as set forth in the Prospectus.

(viii) The execution and delivery of this Agreement and the consummation of the transactions herein contemplated do not and will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, the Charter or by-laws of the Company, or any agreement or instrument filed as an exhibit to the Registration Statement.

(ix) This Agreement has been duly authorized, executed and delivered by the Company.

(x) No approval, consent, order, authorization, designation, declaration or filing by or with any regulatory, administrative or other governmental body is necessary in connection with the execution and delivery of this Agreement and the consummation of the transactions herein contemplated (other than as may be required by the NASD or as required by State securities and Blue Sky laws as to which such counsel need express no opinion) except such as have been obtained or made, specifying the same.

(xi) The Company is not, and will not become, as a result of the consummation of the transactions contemplated by this Agreement, and application of the net proceeds therefrom as described in the Prospectus, required to register as an investment company under the 1940 Act.

(xii) This Agreement has been duly executed and delivered on behalf of the Selling Stockholders.

(xiii) The Selling Shareholder Authorization executed and delivered by each Selling Stockholder is valid and binding.

(xiv) The Underwriters (assuming that they are protected purchasers within the meaning of the Uniform Commercial Code) have acquired all the rights of each Selling Stockholder in the Shares free of any adverse claim, and the Company is required to register transfer to the Underwriters on the Closing Date, and the Option Closing Date, as the case may be.

In rendering such opinion Dorsey & Whitney LLP may rely as to matters governed by the laws of states other than Minnesota and Delaware or Federal laws on local counsel in such jurisdictions and as to the matters set forth in subparagraph (i) on opinions of other counsel representing the respective Subsidiary, provided that in each case Dorsey & Whitney LLP shall state that they believe that they and the Underwriters are justified in relying on such other counsel. In addition to the matters set forth above, such opinion shall also include a statement to the effect that nothing has come to the attention of such counsel which leads them to believe that (i) the Registration Statement, at the time it became effective under the Act (but after giving effect to any modifications incorporated therein pursuant to Rule 430A under the Act) and as of the Closing Date or the Option Closing Date, as the case may be, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) the Prospectus, or any supplement thereto, on the date it was filed pursuant to the Rules and Regulations and as of the Closing Date or the Option Closing Date, as the case may be, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements, in the light of the circumstances under which they are made, not misleading (except that such counsel need express no view as to financial statements, schedules and statistical information therein). With respect to such statement, Dorsey & Whitney LLP may state that their belief is based upon the procedures set forth therein, but is without independent check and verification.

(c) The Representatives shall have received on the Closing Date or the Option Closing Date, as the case may be, the opinion of Owen P. Gleason, General Counsel of the Company, dated the Closing Date or the Option Closing Date, as the case may be, addressed to the Underwriters (and stating that it may be relied upon by counsel to the Underwriters) to the effect that:

(i) The Company and each of the Subsidiaries are duly qualified to transact business in all jurisdictions in which the conduct of their business requires such

qualification, or in which the failure to qualify would have a materially adverse effect upon the business of the Company and the Subsidiaries taken as a whole; and the outstanding shares of capital stock of each of the Subsidiaries have been duly authorized and validly issued and are fully paid and non-assessable and are registered in the name of the Company or a Subsidiary; and, to the best of such counsel's knowledge, the outstanding shares of capital stock of each of the Subsidiaries is owned free and clear of all liens, encumbrances and equities and claims, and no options, warrants or other rights to purchase, agreements or other obligations to issue or other rights to convert any obligations into any shares of capital stock or of ownership interests in the Subsidiaries are outstanding.

(ii) Except as described in or contemplated by the Prospectus, to the knowledge of such counsel, there are no outstanding securities of the Company convertible or exchangeable into or evidencing the right to purchase or subscribe for any shares of capital stock of the Company and there are no outstanding or authorized options, warrants or rights of any character obligating the Company to issue any shares of its capital stock or any securities convertible or exchangeable into or evidencing the right to purchase or subscribe for any shares of such stock; and except as described in the Prospectus, to the knowledge of such counsel, no holder of any securities of the Company or any other person has the right, contractual or otherwise, which has not been satisfied or effectively waived, to cause the Company to sell or otherwise issue to them, or to permit them to underwrite the sale of, any of the Shares or the right to have any Common Shares or other securities of the Company included in the Registration Statement or the right, as a result of the filing of the Registration Statement, to require registration under the Act of any shares of Common Stock or other securities of the Company.

(d) The Representatives shall have received from Piper & Marbury L.L.P., counsel for the Underwriters, an opinion dated the Closing Date or the Option Closing Date, as the case may be, substantially to the effect specified in subparagraphs (ii), (iii), (ix) and (xii) of Paragraph (b) of this Section 6, and that the Company is a duly organized and validly existing corporation under the laws of the State of Delaware. In rendering such opinion Piper & Marbury L.L.P. may rely as to all matters governed other than by the laws of states other than Maryland and Delaware or Federal laws on the opinion of counsel referred to in Paragraph (b) of this Section 6. In addition to the matters set forth above, such opinion shall also include a statement to the effect that nothing has come to the attention of such counsel which leads them to believe that (i) the Registration Statement, or any amendment thereto, as of the time it became effective under the Act (but after giving effect to any modifications incorporated therein pursuant to Rule 430A under the Act) as of the Closing Date or the Option Closing Date, as the case may be, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, and (ii) the Prospectus,

or any supplement thereto, on the date it was filed pursuant to the Rules and Regulations and as of the Closing Date or the Option Closing Date, as the case may be, contained an untrue statement of a material fact or omitted to state a material fact, necessary in order to make the statements, in the light of the circumstances under which they are made, not misleading (except that such counsel need express no view as to financial statements, schedules and statistical information therein). With respect to such statement, Piper & Marbury L.L.P. may state that their belief is based upon the procedures set forth therein, but is without independent check and verification.

(e) You shall have received, on each of the date hereof, the Closing Date and the Option Closing Date, as the case may be, a letter dated the date hereof, the Closing Date or the Option Closing Date, as the case may be, in form and substance satisfactory to you, of Arthur Andersen LLP confirming that they are independent public accountants within the meaning of the Act and the applicable published Rules and Regulations thereunder and stating that in their opinion the financial statements and schedules examined by them and included in the Registration Statement comply in form in all material respects with the applicable accounting requirements of the Act and the related published Rules and Regulations; and containing such other statements and information as is ordinarily included in accountants' "comfort letters" to Underwriters with respect to the financial statements and certain financial and statistical information contained in the Registration Statement and Prospectus.

(f) The Representatives shall have received on the Closing Date or the Option Closing Date, as the case may be, a certificate or certificates of the Chief Executive Officer and the Chief Financial Officer of the Company to the effect that, as of the Closing Date or the Option Closing Date, as the case may be, each of them severally represents as follows:

(i) The Registration Statement has become effective under the Act and no stop order suspending the effectiveness of the Registration Statement has been issued, and no proceedings for such purpose have been taken or are, to his knowledge, contemplated by the Commission;

(ii) The representations and warranties of the Company contained in Section 1 hereof are true and correct as of the Closing Date or the Option Closing Date, as the case may be;

(iii) All filings required to have been made pursuant to Rules 424 or 430A under the Act have been made;

(iv) He or she has carefully examined the Registration Statement and the Prospectus and, in his or her opinion, as of the effective date of the Registration

Statement, the statements contained in the Registration Statement were true and correct, and such Registration Statement and Prospectus did not omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading, and since the effective date of the Registration Statement, no event has occurred which should have been set forth in a supplement to or an amendment of the Prospectus which has not been so set forth in such supplement or amendment; and

(v) Since the respective dates as of which information is given in the Registration Statement and Prospectus, there has not been any material adverse change or any development involving a prospective material adverse change in or affecting the condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole or the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of the Company and the Subsidiaries taken as a whole, whether or not arising in the ordinary course of business.

(g) The Company and the Selling Stockholders shall have furnished to the Representatives such further certificates and documents confirming the representations and warranties, covenants and conditions contained herein and related matters as the Representatives may reasonably have requested.

(h) The Common Stock has been approved for listing on The Nasdaq Stock Market.

(i) The Lockup Agreements described in Section 4(x) are in full force and effect.

The opinions and certificates mentioned in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in all material respects satisfactory to the Representatives and to Piper & Marbury L.L.P., counsel for the Underwriters.

If any of the conditions hereinabove provided for in this Section 6 shall not have been fulfilled when and as required by this Agreement to be fulfilled, the obligations of the Underwriters hereunder may be terminated by the Representatives by notifying the Company and the Selling Stockholders of such termination in writing or by telegram at or prior to the Closing Date or the Option Closing Date, as the case may be.

In such event, the Selling Stockholders, the Company and the Underwriters shall not be under any obligation to each other (except to the extent provided in Sections 5 and 8 hereof).

7. Conditions of the Obligations of the Selling Stockholders.

The obligations of the Selling Stockholders to sell and deliver the portion of the Shares required to be delivered as and when specified in this Agreement are subject to the conditions that at the Closing Date or the Option Closing Date, as the case may be, no stop order suspending the effectiveness of the Registration Statement shall have been issued and in effect or proceedings therefor initiated or threatened.

8. Indemnification.

(a) The Company and, to the extent that indemnification from the Company is not available or is inadequate, the Selling Stockholders, severally and not jointly, agree to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of the Act, against any losses, claims, damages or liabilities to which such Underwriter or any such controlling person may become subject under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto, or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse each Underwriter and each such controlling person upon demand for any legal or other expenses reasonably incurred by such Underwriter or such controlling person in connection with investigating or defending any such loss, claim, damage or liability, action or proceeding or in responding to a subpoena or governmental inquiry related to the offering of the Shares, whether or not such Underwriter or controlling person is a party to any action or proceeding; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement, or omission or alleged omission made in the Registration Statement, any Preliminary Prospectus, the Prospectus, or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or through the Representatives specifically for use in the preparation thereof. In no event, however, shall the liability of any Selling Stockholder for indemnification under this Section 8(a) exceed the lesser of (i) the proceeds received by such Selling Stockholder from the Underwriters in the offering or (ii) the proportion of the total proceeds equal to the proportion of the total shares sold by such Selling Stockholder. This indemnity agreement will be in addition to any liability which the Company or the Selling Stockholders may otherwise have.

(b) Each Underwriter severally and not jointly will indemnify and hold harmless the Company, each of its directors, each of its officers who have signed the Registration Statement, the Selling Stockholders, and each person, if any, who controls the Company or the Selling Stockholders within the meaning of the Act, against any losses, claims, damages or liabilities to which the Company or any such director, officer, Selling

Stockholder or controlling person may become subject under the Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement thereto, or (ii) the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made; and will reimburse any legal or other expenses reasonably incurred by the Company or any such director, officer, Selling Stockholder or controlling person in connection with investigating or defending any such loss, claim, damage, liability, action or proceeding; provided, however, that each Underwriter will be liable in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission has been made in the Registration Statement, any Preliminary Prospectus, the Prospectus or such amendment or supplement, in reliance upon and in conformity with written information furnished to the Company by or through the Representatives specifically for use in the preparation thereof. This indemnity agreement will be in addition to any liability which such Underwriter may otherwise have.

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to this Section 8, such person (the "indemnified party") shall promptly notify the person against whom such indemnity may be sought (the "indemnifying party") in writing. No indemnification provided for in Section 8(a) or (b) shall be available to any party who shall fail to give notice as provided in this Section 8(c) if the party to whom notice was not given was unaware of the proceeding to which such notice would have related and was materially prejudiced by the failure to give such notice, but the failure to give such notice shall not relieve the indemnifying party or parties from any liability which it or they may have to the indemnified party for contribution or otherwise than on account of the provisions of Section 8(a) or (b). In case any such proceeding shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party and shall pay as incurred the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel at its own expense. Notwithstanding the foregoing, the indemnifying party shall pay as incurred (or within 30 days of presentation) the fees and expenses of the counsel retained by the indemnified party in the event (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be

inappropriate due to actual or potential differing interests between them or

(iii) the indemnifying party shall have failed to assume the defense and employ counsel acceptable to the indemnified party within a reasonable period of time after notice of commencement of the action. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm for all such indemnified parties. Such firm shall be designated in writing by you in the case of parties indemnified pursuant to Section 8(a) and by the Company and the Selling Stockholders in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. In addition, the indemnifying party will not, without the prior written consent of the indemnified party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding of which indemnification may be sought hereunder (whether or not any indemnified party is an actual or potential party to such claim, action or proceeding) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action or proceeding.

(d) If the indemnification provided for in this Section 8 is unavailable to or insufficient to hold harmless an indemnified party under Section 8 (a) or

(b) above in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other from the offering of the Shares. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law then each indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Selling Stockholders on the one hand and the Underwriters on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities, (or actions or proceedings in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Company and the Selling Stockholders on the one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company and the Selling Stockholders bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the table on the cover page of the Prospectus. The relative fault shall be

determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or the Selling Stockholders on the one hand or the Underwriters on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company, the Selling Stockholders and the Underwriters agree that it would not be just and equitable if contributions pursuant to this Section 8(d) were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section

8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to above in this Section 8(d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this subsection (d), (i) no Underwriter shall be required to contribute any amount in excess of the underwriting discounts and commissions applicable to the Shares purchased by such Underwriter, and (ii) no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation, and (iii) no Selling Stockholder shall be required to contribute any amount in excess of the lesser of (A) that proportion of the total of such losses, claims, damages or liabilities indemnified or contributed against equal to the proportion of the total Shares sold hereunder which is being sold by such Selling Stockholder, or (B) the proceeds received by such Selling Stockholder from the Underwriters in the offering. The Underwriters' obligations in this Section 8 (d) to contribute are several in proportion to their respective underwriting obligations and not joint.

(e) In any proceeding relating to the Registration Statement, any Preliminary Prospectus, the Prospectus or any supplement or amendment thereto, each party against whom contribution may be sought under this Section 8 hereby consents to the jurisdiction of any court having jurisdiction over any other contributing party, agrees that process issuing from such court may be served upon him or it by any other contributing party and consents to the service of such process and agrees that any other contributing party may join him or it as an additional defendant in any such proceeding in which such other contributing party is a party.

(f) Any losses, claims, damages, liabilities or expenses for which an indemnified party is entitled to indemnification or contribution under this Section 8 shall be paid by the indemnifying party to the indemnified party as such losses, claims, damages, liabilities or expenses are incurred. The indemnity and contribution agreements contained in this Section 8 and the representations and warranties of the Company set

forth in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter, the Company, its directors or officers or any persons controlling the Company, (ii) acceptance of any Shares and payment therefor hereunder, and (iii) any termination of this Agreement. A successor to any Underwriter, or to the Company, its directors or officers, or any person controlling the Company, shall be entitled to the benefits of the indemnity, contribution and reimbursement agreements contained in this Section 8.

9. Default by Underwriters.

If on the Closing Date or the Option Closing Date, as the case may be, any Underwriter shall fail to purchase and pay for the portion of the Shares which such Underwriter has agreed to purchase and pay for on such date (otherwise than by reason of any default on the part of the Company or a Selling Stockholder), you, as Representatives of the Underwriters, shall use your reasonable efforts to procure within 36 hours thereafter one or more of the other Underwriters, or any others, to purchase from the Company and the Selling Stockholders such amounts as may be agreed upon and upon the terms set forth herein, the Firm Shares or Option Shares, as the case may be, which the defaulting Underwriter or Underwriters failed to purchase. If during such 36 hours you, as such Representatives, shall not have procured such other Underwriters, or any others, to purchase the Firm Shares or Option Shares, as the case may be, agreed to be purchased by the defaulting Underwriter or Underwriters, then (a) if the aggregate number of shares with respect to which such default shall occur does not exceed 10% of the Firm Shares or Option Shares, as the case may be, covered hereby, the other Underwriters shall be obligated, severally, in proportion to the respective numbers of Firm Shares or Option Shares, as the case may be, which they are obligated to purchase hereunder, to purchase the Firm Shares or Option Shares, as the case may be, which such defaulting Underwriter or Underwriters failed to purchase, or (b) if the aggregate number of shares of Firm Shares or Option Shares, as the case may be, with respect to which such default shall occur exceeds 10% of the Firm Shares or Option Shares, as the case may be, covered hereby, the Company and the Selling Stockholders or you as the Representatives of the Underwriters will have the right, by written notice given within the next 36-hour period to the parties to this Agreement, to terminate this Agreement without liability on the part of the non-defaulting Underwriters or of the Company or of the Selling Stockholders except to the extent provided in Section 8 hereof. In the event of a default by any Underwriter or Underwriters, as set forth in this Section 9, the Closing Date or Option Closing Date, as the case may be, may be postponed for such period, not exceeding seven days, as you, as Representatives, may determine in order that the required changes in the Registration Statement or in the Prospectus or in any other documents or arrangements may be effected. The term "Underwriter" includes any person substituted for a defaulting

Underwriter. Any action taken under this Section 9 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

10. Notices.

All communications hereunder shall be in writing and, except as otherwise provided herein, will be mailed, delivered, telecopied or telegraphed and confirmed as follows: if to the Underwriters, to BT Alex. Brown Incorporated, One South Street, Baltimore, Maryland 21202, Attention: Mr. William M. Legg; with a copy to BT Alex. Brown Incorporated, One South Street, Baltimore, Maryland 21202. Attention: General Counsel; if to the Company or the Selling Stockholders, to C.H. Robinson Worldwide, Inc., 8100 Mitchell Road, Eden Prairie, Minnesota 55444-2248, Attention: Owen P. Gleason; with a copy to Dorsey & Whitney LLP, Pillsbury Center South, 220 South Sixth Street, Minneapolis, Minnesota 55402-1498, Attention: William B. Payne.

11. Termination.

This Agreement may be terminated by you by notice to the Company and the Attorneys-In-Fact as follows:

(a) at any time prior to the earlier of (i) the time the Shares are released by you for sale by notice to the Underwriters, or (ii) 11:30 a.m. on the first business day of this Agreement;

(b) at any time prior to the Closing Date if any of the following has occurred: (i) since the respective dates as of which information is given in the Registration Statement and the Prospectus, any material adverse change or any development involving a prospective material adverse change in or affecting the condition, financial or otherwise, of the Company and its Subsidiaries taken as a whole or the earnings, business, management, properties, assets, rights, operations, condition (financial or otherwise) or prospects of the Company and its Subsidiaries taken as a whole, whether or not arising in the ordinary course of business, (ii) any outbreak or escalation of hostilities or declaration of war or national emergency or other national or international calamity or crisis or change in economic or political conditions if the effect of such outbreak, escalation, declaration, emergency, calamity, crisis or change in financial markets would, in your judgment, make it impracticable to market the Shares or to enforce contracts for the sale of the Shares, (iii) suspension of trading in securities generally on the New York Stock Exchange, the American Stock Exchange or The Nasdaq Stock Market or limitation on prices (other than limitations on hours or numbers of days of trading) for securities thereon, (iv) the enactment, publication, decree or other promulgation of any statute, regulation, rule or order of any court or other governmental authority which in your opinion materially and

adversely affects or may materially and adversely affect the business or operations of the Company, (v) declaration of a banking moratorium by United States or New York State authorities, (vi) the suspension of trading of the Company's Common Stock on the Nasdaq Stock Market or (vii) the taking of any action by any governmental body or agency in respect of its monetary or fiscal affairs which in your reasonable opinion makes it impracticable to market the Shares or to enforce contracts for the sale of the Shares; or

(c) as provided in Sections 6 and 9 of this Agreement.

12. Successors.

This Agreement has been and is made solely for the benefit of the Underwriters, the Company and the Selling Stockholders and their respective successors, executors, administrators, heirs and assigns, and the officers, directors and controlling persons referred to herein, and no other person will have any right or obligation hereunder. No purchaser of any of the Shares from any Underwriter shall be deemed a successor or assign merely because of such purchase.

13. Information Provided by Underwriters.

The Company, the Selling Stockholders and the Underwriters acknowledge and agree that the only information furnished or to be furnished by any Underwriter to the Company for inclusion in any Prospectus or the Registration Statement consists of the information set forth in the last paragraph on the front cover page (insofar as such information relates to the Underwriters), legends required by Item 502(d) of Regulation S-K under the Act and the information under the caption "Underwriting" in the Prospectus.

14. Miscellaneous.

The reimbursement, indemnification and contribution agreements contained in this Agreement and the representations, warranties and covenants in this Agreement shall remain in full force and effect regardless of (a) any termination of this Agreement, (b) any investigation made by or on behalf of any Underwriter or controlling person thereof, or by or on behalf of the Company or its directors or officers and (c) delivery of and payment for the Shares under this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland; provided, however, that any matter within the scope of Article 8 of the Uniform Commercial Code shall be governed by the laws of the State of

Delaware.

If the foregoing letter is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicates hereof, whereupon it will become a binding agreement among the Selling Stockholders, the Company and the several Underwriters in accordance with its terms.

Any person executing and delivering this Agreement as Attorney-in-Fact for a Selling Stockholder represents by so doing that he has been duly appointed as Attorney-in-Fact by such Selling Stockholder pursuant to a validly existing and binding Power of Attorney which authorizes such Attorney-in-Fact to take such action.

Very truly yours,

C.H. ROBINSON WORLDWIDE, INC.

By _____
D.R. Verdoorn, President

Selling Stockholders listed on Schedule II

By _____
Attorney-in-Fact

The foregoing Underwriting Agreement
is hereby confirmed and accepted as
of the date first above written.

BT ALEX. BROWN INCORPORATED
MORGAN STANLEY & CO. INCORPORATED
PIPER JAFFRAY INC.

As Representatives of the several
Underwriters listed on Schedule I

By: BT Alex. Brown Incorporated

By: _____
Authorized Officer

SCHEDULE I

Schedule of Underwriters

Underwriter -----	Number of Firm Shares to be Purchased -----
BT Alex. Brown Incorporated	
Morgan Stanley & Co. Incorporated	
Piper & Jaffray Inc.	

Total 10,578,396

SCHEDULE II

Schedule of Selling Stockholders

Selling Stockholder	Number of Firm Shares	Number of Option Shares
-----	-----	-----
D.R. Verdoorn	1,564,774	234,716
Donald Lerner	1,862,140	279,320
John R. Taylor	724,879	108,731
Roger Lowe	718,003	107,699
Looe Baker III	712,452	106,868
Robert A. Fair	507,152	76,072
Barry Butzow	465,597	69,839
Duane L. McConkey	429,000	64,349
Owen Gleason	415,350	50,563
Vincent C. Immordino	370,092	55,514
Bernard Madej	278,770	41,815
Stanley Schoenfeld	271,565	40,735
D.G. MacDonald	246,261	36,939
Ted J. Copeland	227,202	34,080
Kenneth S. Machado	227,045	34,057
Gregory Goven	219,114	32,867
Raymond W. Tobias	176,087	26,413
William T. Fairbanks	148,842	22,326
Dale Hanson	127,083	30,802
Roger Kerber	90,173	13,526
Mark A. Walker	76,474	11,471
Michael Rempe	63,403	9,510
Robert Ingram	45,199	6,780
Gary Niedorkorn	34,720	5,208
Jennifer T. Amys	30,742	4,611
John P. Wiehoff	27,719	4,158
Christopher Kramer	24,226	3,634
Robert W. Hall	23,281	3,492
Thomas J. Sandstrom	23,281	3,492
Arthur A. Mollica	23,281	3,492
Thomas Jostes	20,324	3,049
David J. Florenzano	20,227	3,034
Coleen J. Zwach	20,141	3,021
Joseph J. Mulvehill	18,923	2,838

Selling Stockholder -----	Number of Firm Shares -----	Number of Option Shares -----
John M. Salpietra	18,140	2,721
Bruce E. Morris	17,455	2,618
Jeffrey Langenfeld	15,678	2,352
Daniel D. Smith	15,368	2,305
David R. Shell	14,491	2,174
David M. Barros	14,097	2,115
James P. Lemke	12,130	1,819
Gary D. Joseph	11,189	1,678
J. Scott Wessel	11,189	1,678
James E. Butts	11,282	1,692
Michael J. Sherlock	10,962	1,644
Darryl L. Harper	10,243	1,537
Jeffrey Jorgenson	10,238	1,536
Michael Migoski	9,717	1,457
Robert V. Pierson	8,501	1,275
Douglas L. Tannehill	8,353	1,253
Roger A. Haack	8,151	1,223
Steven J. Nelson	8,151	1,223
John B. Evans	7,826	1,174
Oliver John McDonald	7,678	1,152
Richard J. Myers	7,678	1,152
James P. Cummings	7,678	1,152
Charles D. Johnson	7,457	1,119
Jeffrey J. Begin	7,206	1,081
William E. Valentine	6,261	939
Leo C. Johnson Jr.	5,591	839
Michael C. Borowiec	5,543	831
Thomas Perdue	4,447	667
Elliot E. Hansen	4,376	656
James N. Schulte	3,913	587
Kevin C. Wilner	3,195	479
Raymond Sobieck	2,836	425
Peter B. Coster	2,461	369
Terry G. Schreifels	2,348	352
Steven M. Weiby	2,348	352
Leann Peterson	2,087	313
John D. Lenzmeier	2,087	313

Selling Stockholder -----	Number of Firm Shares -----	Number of Option Shares -----
Mark S. Prizer	1,890	284
David H. Goldberg	1,826	274
Maurice F. Ayers III	1,565	235
James K. Cypher	1,565	235
Robert W. Hubert	1,565	235
Lewis D. Canouse	1,565	235
James A. Griffith	1,565	235
Conrad Johnson III	1,565	235
Richard J. Heimerl	1,565	235
Todd L. Ortman	1,565	235
David C. Swarts	1,565	235
Gregory Ritter	1,417	213
Jeanne M. Landures	1,304	196
Steven J. Battaglia	1,304	196
Michael A. Ciofalo	1,304	196
Gary G. Kouba	1,304	196
Christine Hellekson	1,043	157
Lee A. Stassen	1,043	157
Jean M. Hairston	1,043	157
James Burke III	1,043	157
James Z. Burgess Jr.	1,043	157
Eric D. Halverson	1,043	157
Charles J. Taylor	945	142
William E. Farrell	945	142
Brent O. Ward	900	135
Darryl A. Solem	870	130
Jeffrey W. Skokan	783	117
Kent R. Stuart	522	78
Charles J. Busby	522	78
Travis D. Pelena	344	52
	-----	-----
Total	10,578,396	1,586,759
	=====	=====

EXHIBIT A

CHRW Holdings, Inc.
C.H. Robinson Company
C.H. Robinson Company (Canada) Ltd.
C.H. Robinson International, Inc.
C.H. Robinson de Mexico, S.A. de C.V.
CHR Aviation, Inc.
Brown-Robinson Ingredient, Inc.
Payment & Logistics Services, LLC
T-Chek Systems, LLC

Exhibit 3.3
CERTIFICATE OF DESIGNATIONS
OF
SERIES A JUNIOR PARTICIPATING PREFERRED STOCK
OF
C.H. ROBINSON WORLDWIDE, INC.

The undersigned hereby certifies that the Board of Directors of C.H. Robinson Worldwide, Inc. (the "Corporation"), a corporation organized and existing under the Delaware General Corporation Law, duly adopted the following resolution on August 14, 1997:

RESOLVED, that a series of preferred stock of the Corporation is hereby created, and the designation and amount thereof and the relative rights and preferences of the shares of such series, are as follows:

Section 1. Designation and Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" (the "Preferred Shares") and the number of shares constituting the Preferred Shares shall be 1,300,000. Such, number of shares may be increased or decreased by resolution of the Board of Directors and any necessary stockholder approval; provided, however, that no decrease shall reduce the number of shares of Preferred Shares to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Preferred Shares.

Section 2. Dividends and Distributions.

(a) Subject to the rights of the holders of any shares of any series of preferred stock (or any similar stock) ranking prior and superior to the Preferred Shares with respect to dividends, the holders of Preferred Shares, in preference to the holders of Common Stock, par value \$.10 (the "Common Stock"), of the Corporation, and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Preferred Shares, in an amount per share (rounded to the nearest cent) equal to the greater of (i) \$1.00 or (ii) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the

outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Preferred Shares. In the event the Corporation shall at any time after the business day prior to the Company's initial public offering ("Record Date"), declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Preferred Shares were entitled immediately prior to such event under clause (ii) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) The Corporation shall declare a dividend or distribution on the Preferred Shares as provided in paragraph (a) of this Section immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock or a subdivision of the outstanding Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$1.00 per share on the Preferred Shares shall nevertheless be payable, out of funds legally available for such purpose, on such subsequent Quarterly Dividend Payment Date.

(c) Dividends shall begin to accrue and be cumulative on outstanding shares of Preferred Shares from their date of issue. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Preferred Shares in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by- share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of Preferred Shares entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights.

(a) Subject to the provision for adjustment hereinafter set forth, each Preferred Share shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time after the Record Date, declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each

such case the number of votes per share to which holders of shares of Preferred Shares were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) Except as otherwise provided herein or by law, the holders of Preferred Shares and the holders of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Except as set forth herein or required by law, holders of Preferred Shares shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(a) Whenever quarterly dividends or other dividends or distributions payable on the Preferred Shares as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Preferred Shares outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Preferred Shares;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Preferred Shares, except dividends paid ratably on the Preferred Shares and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Preferred Shares; provided, however, that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Preferred Shares; or

(iv) redeem or purchase or otherwise acquire for consideration any Preferred Shares, or any stock ranking on a parity with the Preferred Shares, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(b) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (a) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any Preferred Shares purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of preferred stock and may be reissued as part of a new series of preferred stock subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, or in any other certificate of designation creating a series of preferred stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (1) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Preferred Shares unless, prior thereto, the holders of Preferred Shares shall have received the greater of (i) \$100 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (ii) an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount to be distributed per share to holders of Common Stock, or (2) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Preferred Shares, except distributions made ratably on the Preferred Shares and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation shall at any time after the Record Date declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Preferred Shares were entitled immediately prior to such event under clause (1)(ii) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after

such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Preferred Shares shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after the Record Date declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Preferred Shares shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The Preferred Shares shall not be redeemable.

Section 9. Rank. The Preferred Shares shall rank, with respect to the payment of dividends and the distribution of assets, junior to all other series of any other class of the Corporation's Preferred Stock.

Section 10. Fractional Shares. Preferred Shares may be issued in fractions of a share which are integral multiples of one one-hundredth of a share which shall entitle the holder, in proportion to such holder's fractional shares, to receive dividends, participate in distributions and to have the benefit of all other rights of holders of Preferred Shares.

Section 11. Amendment. The Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or rights of the Preferred Shares so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Preferred Shares, voting together as a single class.

IN WITNESS WHEREOF, I have subscribed my name this 6th day of October, 1997.

C.H. ROBINSON WORLDWIDE, INC.

By */s/ Owen P. Gleason*

Owen P. Gleason, Vice President,

Secretary and General Counsel

Exhibit 4.1

[Logo]

Number Shares

Common Stock Common Stock

**C.H. ROBINSON
WORLDWIDE, INC.**

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

CUSIP 12541W 10 0

**SEE REVERSE FOR
CERTAIN DEFINITIONS**

THIS CERTIFIES THAT

is the owner of

FULLY PAID AND NON-ASSESSABLE SHARES OF THE COMMON STOCK, PAR VALUE \$.10 PER SHARE, OF

C.H. ROBINSON WORLDWIDE, INC.

transferable on the books of the Corporation by the holder hereof in person, or by duly authorized attorney, upon surrender of this Certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be subject to all the provisions of the Certificate of Incorporation and Bylaws of the Corporation and the amendments from time to time made thereto, copies of which are on file at the principal office of the Corporation, and the laws of the State of Delaware, as amended from time to time, to all of which the holder of this certificate by acceptance hereof assents. This certificate is not valid unless countersigned by the Transfer Agent.

Witness the facsimile signatures of its duly authorized officers.

Dated:

/s/ Owen P. Gleason
VICE PRESIDENT, GENERAL COUNSEL
AND SECRETARY

/s/Daryl R. Verdoorn
PRESIDENT

COUNTERSIGNED AND REGISTERED:

**NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION
TRANSFER AGENT AND REGISTRAR**

BY

AUTHORIZED SIGNATURE

C.H. ROBINSON WORLDWIDE, INC.

THIS CERTIFICATE ALSO EVIDENCES AND ENTITLES THE HOLDER HEREOF TO CERTAIN RIGHTS AS SET FORTH IN A RIGHTS AGREEMENT BETWEEN C.H. ROBINSON WORLDWIDE, INC. AND NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, DATED AS OF OCTOBER 1, 1997 (THE "RIGHTS AGREEMENT"), THE TERMS OF WHICH ARE HEREBY INCORPORATED HEREIN BY REFERENCE AND A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF C.H. ROBINSON WORLDWIDE, INC. UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE RIGHTS AGREEMENT, SUCH RIGHTS WILL BE EVIDENCED BY SEPARATE CERTIFICATES AND WILL NO LONGER BE EVIDENCED BY THIS CERTIFICATE. C.H. ROBINSON WORLDWIDE, INC. WILL MAIL TO THE HOLDER OF THIS CERTIFICATE A COPY OF THE RIGHTS AGREEMENT WITHOUT CHARGE AFTER RECEIPT OF A WRITTEN REQUEST THEREFOR. UNDER CERTAIN CIRCUMSTANCES, AS SET FORTH IN THE RIGHTS AGREEMENT, RIGHTS ISSUED TO ANY PERSON WHO BECOMES AN ACQUIRING PERSON OR AN ASSOCIATE OR AFFILIATE THEREOF (AS DEFINED IN THE RIGHTS AGREEMENT), OR CERTAIN TRANSFERREES OF SUCH PERSON, MAY BECOME NULL AND VOID.

THE CORPORATION WILL FURNISH WITHOUT CHARGE TO EACH STOCKHOLDER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL OR OTHER SPECIAL RIGHTS OF EACH CLASS OF STOCK OR SERIES THEREOF OF THE CORPORATION, AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS. SUCH REQUEST MAY BE MADE TO THE CORPORATION OR THE TRANSFER AGENT.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UNIF GIFT MIN ACT --	_____ Custodian _____
TEN ENT	-	as tenants by the entireties		(Cust) (Minor)
JT TEN	-	as joint tenants with		under Uniform Gifts to Minors
		right of survivorship and		Act _____
		not as tenants in common		(State)
			UNIF TRF MIN ACT --	_____ Custodian (until age _____)
				(Cust)
				_____ under Uniform Transfers
				(Minor)
				to Minors Act _____
				(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, _____ hereby sells, assign and transfer unto

**PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE**

()

()

()

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

Shares

of the Common Stock represented by the within certificate, and do hereby irrevocably constitute and appoint

_____ Attorney to transfer the said stock on the books of the within named Corporation with full power of substitution in the premises.

Dated

X

X

**NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS
WRITTEN UPON THE FACE OF THE
CERTIFICATE IN EVERY PARTICULAR,
WITHOUT ALTERATION OR ENLARGEMENT OR
ANY CHANGE WHATEVER.**

Signature(s) Guaranteed

By

**NOTICE: THE SIGNATURE(S) SHOULD
BE GUARANTEED BY AN ELIGIBLE
GUARANTOR INSTITUTION (BANKS,
STOCKBROKERS, SAVINGS AND LOAN
ASSOCIATIONS AND CREDIT UNIONS
WITH MEMBERSHIP IN AN APPROVED
SIGNATURE GUARANTEE MEDALLION
PROGRAM), PURSUANT TO S.E.C.**

RULE 17Ad-15.

C.H. ROBINSON WORLDWIDE, INC.

AND

**NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION,
RIGHTS AGENT**

RIGHTS AGREEMENT

DATED AS OF OCTOBER 1, 1997

TABLE OF CONTENTS

	PAGE

Section 1. Certain Definitions.....	1
Section 2. Appointment of Rights Agent.....	4
Section 3. Issue of Right Certificates.....	4
Section 4. Form of Right Certificates.....	6
Section 5. Countersignature and Registration.....	6
Section 6. Transfer, Split Up, Combination and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates.....	7
Section 7. Exercise of Rights; Purchase Price; Expiration Date of Rights..	7
Section 8. Cancellation of Right Certificates.....	9
Section 9. Availability of Preferred Shares.....	9
Section 10. Preferred Shares Record Date.....	10
Section 11. Adjustment of Purchase Price, Number and Kind of Shares or Number of Rights.....	10
Section 12. Certificate of Adjusted Purchase Price or Number of Shares....	18
Section 13. Consolidation, Merger or Sale or Transfer of Assets or Earning Power.....	18
Section 14. Fractional Rights and Fractional Shares.....	21
Section 15. Rights of Action.....	22
Section 16. Agreement of Right Holders.....	23
Section 17. Right Certificate Holder Not Deemed a Stockholder.....	23
Section 18. Concerning the Rights Agent.....	24
Section 19. Merger or Consolidation or Change of Name of Rights Agent.....	24

Section 20.	Duties of Rights Agent.....	25
Section 21.	Change of Rights Agent.....	27
Section 22.	Issuance of New Right Certificates.....	28
Section 23.	Redemption.....	28
Section 24.	Exchange.....	29
Section 25.	Notice of Certain Events.....	30
Section 26.	Notices.....	31
Section 27.	Supplements and Amendments.....	32
Section 28.	Successors.....	32
Section 29.	Benefits of this Agreement.....	32
Section 30.	Severability.....	32
Section 31.	Governing Law.....	32
Section 32.	Counterparts.....	32
Section 33.	Descriptive Headings.....	33
	Signatures.....	34

Exhibit A -- Certificate of Designations of Series A Junior Participating Preferred Stock

Exhibit B -- Form of Right Certificates

Exhibit C -- Summary of Rights to Purchase Preferred Shares

RIGHTS AGREEMENT

AGREEMENT, dated as of October 1, 1997, between C.H. Robinson Worldwide, Inc., a Delaware corporation (the "Company"), and Norwest Bank Minnesota, National Association (the "Rights Agent").

The Board of Directors of the Company has authorized and declared a dividend of one preferred share purchase right (a "Right") for each Common Share of the Company outstanding at the Close of Business on the business day prior to the Company's initial public offering (the "Record Date"), each Right representing the right to purchase one one-hundredth of a Preferred Share, upon the terms and subject to the conditions herein set forth, and has further authorized and directed the issuance of one Right with respect to each Common Share that shall become outstanding between the Record Date and the earliest of the Distribution Date, the Redemption Date and the Final Expiration Date (as such terms are hereinafter defined).

Accordingly, in consideration of the premises and the mutual agreements herein set forth, the parties hereby agree as follows:

Section 1. Certain Definitions. For purposes of this Agreement, the following terms have the meanings indicated:

"Acquiring Person" shall mean any Person who or which, together with all Affiliates and Associates of such Person, shall be the Beneficial Owner of the Threshold Percentage or more of the Common Shares then outstanding other than as a result of a Permitted Offer, but shall not include any Exempt Person. Notwithstanding the foregoing, no Person shall become an "Acquiring Person" as the result of an acquisition of Common Shares by the Company which, by reducing the number of shares outstanding, increases the proportionate number of shares beneficially owned by such Person to the Threshold Percentage or more of the Common Shares of the Company then outstanding; provided, however, that if a Person shall become the Beneficial Owner of the Threshold Percentage or more of the Common Shares of the Company then outstanding by reason of share purchases by the Company and shall, after such share purchases by the Company, increase the number of Common Shares of the Company beneficially owned by such Person above the number of Common Shares of the Company beneficially owned by such Person at the time of the last such share purchase by the Company, then such Person shall be deemed to be an "Acquiring Person." Notwithstanding the foregoing, if the Board of Directors of the Company determines in good faith that a Person who would otherwise be an "Acquiring Person", as defined pursuant to the foregoing provisions of this paragraph, has become such inadvertently, and such Person divests as promptly as practicable a sufficient number of Common Shares so that such Person would no longer be an

"Acquiring Person", as defined pursuant to the foregoing provisions of this paragraph, then such Person shall not be deemed to be an "Acquiring Person" for any purposes of this Agreement.

"Affiliate" and "Associate" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act. A Person shall be deemed the "Beneficial Owner" of and shall be deemed to "beneficially own" any securities:

(i) which such Person or any of such Person's Affiliates or Associates beneficially owns, directly or indirectly, including without limitation securities with respect to which such Person or any such Person's Affiliates or Associates has "beneficial ownership" pursuant to Rule 13d-3 of the General Rules and Regulations under the Exchange Act, as in effect on the date of this Agreement;

(ii) which such Person or any of such Person's Affiliates or Associates has (A) the right to acquire (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities), or upon the exercise of conversion rights, exchange rights, rights (other than these Rights), warrants or options, or otherwise; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, securities tendered pursuant to a tender or exchange offer made by or on behalf of such Person or any of such Person's Affiliates or Associates until such tendered securities are accepted for purchase or exchange; or (B) the right to vote pursuant to any agreement, arrangement or understanding; provided, however, that a Person shall not be deemed the Beneficial Owner of, or to beneficially own, any security if the agreement, arrangement or understanding to vote such security (1) arises solely from a revocable proxy or consent given to such Person in response to a public proxy or consent solicitation made pursuant to, and in accordance with, the applicable rules and regulations promulgated under the Exchange Act and (2) is not also then reportable on Schedule 13D under the Exchange Act (or any comparable or successor report); or

(iii) which are beneficially owned, directly or indirectly, by any other Person with which such Person or any of such Person's Affiliates or Associates has any agreement, arrangement or understanding (other than customary agreements with and between underwriters and selling group members with respect to a bona fide public offering of securities) for the purpose of acquiring, holding, voting (except to the extent

contemplated by the proviso to clause(ii)(B) above) or disposing of any securities of the Company.

Notwithstanding anything in this definition of Beneficial Ownership to the contrary, the phrase "then outstanding," when used with reference to a Person's Beneficial Ownership of securities of the Company, shall mean the number of such securities then issued and outstanding together with the number of such securities not then actually issued and outstanding which such Person would be deemed to own beneficially hereunder.

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banking institutions in the State of Minnesota are authorized or obligated by law or executive order to close.

"Close of Business" on any given date shall mean 5:00 P.M., prevailing Minneapolis time, on such date; provided, however, that if such date is not a Business Day, it shall mean 5:00 P.M., prevailing Minneapolis time, on the next succeeding Business Day.

"Common Shares," when used with reference to the Company, shall mean the shares of Common Stock, par value \$.10 per share, of the Company. "Common Shares," when used with reference to any Person other than the Company, shall mean the capital stock (or equity interest) with the greatest voting power of such other Person or, if such other Person is a Subsidiary of any other Person, the Person or Persons which ultimately control such first mentioned Person.

"Distribution Date" shall have the meaning set forth in Section 3.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

"Exchange Date" shall have the meaning set forth in Section 7.

"Exempt Person" shall mean the Company, any Subsidiary of the Company, any employee benefit plan of the Company or of any Subsidiary of the Company, and any Person organized, appointed or established by the Company for or pursuant to the terms of any such plan.

"Final Expiration Date" shall have the meaning set forth in Section 7.

"Person" shall mean any individual, firm, corporation or other entity, and shall include any successor (by merger or otherwise) of such entity.

"Permitted Offer" shall mean a tender offer or an exchange offer for all outstanding Common Shares of the Company determined by the Board of Directors of the Company, after receiving such advice as it deems necessary and giving due consideration to all relevant factors, to be in the best interests of the Company and its stockholders.

"Preferred Shares" shall mean shares of Series A Junior Participating Preferred Stock, par value \$.10, of the Company having the rights and preferences set forth in the form of Certificate of Designations attached to this Agreement as Exhibit A.

"Redemption Date" shall have the meaning set forth in Section 7.

"Shares Acquisition Date" shall mean the first date of public announcement (which, for purposes of this definition, shall include, without limitation, a report filed pursuant to Section 13(d) of the Exchange Act) by the Company or any Person that a Person has become an Acquiring Person.

"Subsidiary" of any Person shall mean any corporation or other entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Person.

"Threshold Percentage" shall mean 15%.

Section 2. Appointment of Rights Agent. The Company hereby appoints the Rights Agent to act as agent for the Company and the holders of the Rights (who, in accordance with Section 3, shall prior to the Distribution Date also be the holders of the Common Shares) in accordance with the terms and conditions of this Agreement, and the Rights Agent hereby accepts such appointment. The Company may from time to time appoint such co-Rights Agents as it may deem necessary or desirable.

Section 3. Issue of Right Certificates.

(a) Until the earlier of (i) the Shares Acquisition Date or (ii) the tenth day (or such later date as may be determined by action of the Board of Directors prior to such time as any Person becomes an Acquiring Person) after the date of the commencement by any Person (other than an Exempt Person) of, or of the first public announcement of the intention of any Person (other than an Exempt Person) to commence, a tender or exchange offer the consummation of which would result in any Person becoming an Acquiring Person (the earlier of such dates being referred to herein as the "Distribution Date"), (x) the Rights will be evidenced (subject to the provisions of Section 3(b)) by the certificates for Common Shares registered in the names of the holders thereof (which certificates shall also be deemed to be Right Certificates) and not by separate Right Certificates, and (y) the right to receive Right Certificates will be transferable only in connection with the transfer of Common

Shares. As soon as practicable after the Distribution Date, the Company will prepare and execute, the Rights Agent will countersign, and the Company will send or cause to be sent (and the Rights Agent will, if requested, send) by first-class, postage-prepaid mail, to each record holder of Common Shares as of the Close of Business on the Distribution Date, at the address of such holder shown on the records of the Company, a Right Certificate, in substantially the form of Exhibit B (a "Right Certificate"), evidencing one Right for each Common Share so held. As of the Distribution Date, the Rights will be evidenced solely by such Right Certificates.

(b) As soon as practicable after the Record Date, the Company will send a copy of a Summary of Rights to Purchase Preferred Shares, in substantially the form of Exhibit C (the "Summary of Rights"), by first-class, postage-prepaid mail, to each record holder of Common Shares as of the Close of Business on the Record Date, at the address of such holder shown on the records of the Company. With respect to certificates for Common Shares outstanding as of the Close of Business on the Record Date, until the Distribution Date, the Rights will be evidenced by such certificates registered in the names of the holders thereof together with a copy of the Summary of Rights. Until the Distribution Date (or the earlier of the Redemption Date or the Final Expiration Date if occurring prior to the Distribution Date), the surrender for transfer of any certificate for Common Shares outstanding on the Record Date, with or without a copy of the Summary of Rights attached thereto, shall also constitute the transfer of the Rights associated with the Common Shares represented thereby.

(c) Certificates for Common Shares which become outstanding (including, without limitation, reacquired Common Shares referred to in the last sentence of this paragraph (c)) after the Record Date but prior to the earliest of the Distribution Date, the Redemption Date or the Final Expiration Date shall have impressed on, printed on, written on or otherwise affixed to them the following legend:

This certificate also evidences and entitles the holder hereof to certain rights as set forth in a Rights Agreement between C.H. Robinson Worldwide, Inc. and Norwest Bank Minnesota, National Association, dated as of October 1, 1997 (the "Rights Agreement"), the terms of which are hereby incorporated herein by reference and a copy of which is on file at the principal executive office of C.H. Robinson Worldwide, Inc. Under certain circumstances, as set forth in the Rights Agreement, such Rights will be evidenced by separate certificates and will no longer be evidenced by this certificate. C.H. Robinson Worldwide, Inc. will mail to the holder of this certificate a copy of the Rights Agreement without charge after receipt of a written request therefor. Under certain circumstances, as set forth in the Rights Agreement, Rights issued to any Person who becomes an Acquiring Person or an Associate or Affiliate thereof (as defined in the Rights Agreement), or certain transferees of such Person, may become null and void.

With respect to such certificates containing the foregoing legend, until the Distribution Date, the Rights associated with the Common Shares represented by such certificates shall be evidenced by such certificates alone, and the surrender for transfer of any such certificate shall also constitute the transfer of the Rights associated with the Common Shares represented thereby. In the event that the Company purchases or acquires any Common Shares after the Record Date but prior to the Distribution Date, any Rights associated with such Common Shares shall be deemed canceled and retired so that the Company shall not be entitled to exercise any Rights associated with the Common Shares which are no longer outstanding.

(d) Reference in this Agreement to certificates for Common Shares include uncertificated Common Shares, and any uncertificated Common Share shall also represent the associated right. Any legend required to be placed on any certificate for Common Shares may instead be included on any book entry confirmation or notification to the holder of such Common Shares.

Section 4. Form of Right Certificates. The Right Certificates (and the forms of election to purchase Preferred Shares and of assignment to be printed on the reverse thereof) shall be substantially the same as Exhibit B and may have such marks of identification or designation and such legends, summaries or endorsements printed thereon as the Company may deem appropriate and as are not inconsistent with the provisions of this Agreement, or as may be required to comply with any applicable law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange or automated quotations system on which the Rights may from time to time be listed, or to conform to usage. Subject to the provisions of Section 11, the Right Certificates shall entitle the holders thereof to purchase such number of one one-hundredths of a Preferred Share as shall be set forth therein at the price per one one-hundredth of a Preferred Share set forth therein (the "Purchase Price"), but the number of such one one-hundredths of a Preferred Share and the Purchase Price shall be subject to adjustment as provided herein.

Section 5. Countersignature and Registration. The Right Certificates shall be executed on behalf of the Company by its Chairman of the Board, its Chief Executive Officer, its President, any of its Vice Presidents or its Treasurer either manually or by facsimile signature and shall be attested by the Secretary or an Assistant Secretary of the Company, either manually or by facsimile signature. The Right Certificates shall be manually countersigned by the Rights Agent for purposes of authorization only and shall not be valid for any purpose unless countersigned. In case any officer of the Company who shall have signed any of the Right Certificates shall cease to be such officer of the Company before countersignature by the Rights Agent and issuance and delivery by the Company, such Right Certificates, nevertheless, may be countersigned by the Rights Agent and issued and delivered by the Company with the same force and effect as though the Person who signed such Right Certificates had not ceased to be such officer of the Company; and any Right Certificate may be signed on behalf of the Company by any Person who, at the actual date of the

execution of such Right Certificate, shall be a proper officer of the Company to sign such Right Certificate, although at the date of the execution of this Rights Agreement any such Person was not such an officer.

Following the Distribution Date, the Rights Agent will keep or cause to be kept, at its principal office, books for registration and transfer of the Right Certificates issued hereunder. Such books shall show the names and addresses of the respective holders of the Right Certificates, the number of Rights evidenced on its face by each of the Right Certificates and the date of each of the Right Certificates.

Section 6. Transfer, Split Up, Combination and Exchange of Right Certificates; Mutilated, Destroyed, Lost or Stolen Right Certificates. Subject to the provisions of Section 14, at any time after the Close of Business on the Distribution Date, and at or prior to the Close of Business on the earlier of the Redemption Date or the Final Expiration Date, any Right Certificate or Right Certificates (other than Right Certificates representing Rights that have become void pursuant to Section 11(a)(ii)) may be transferred, split up, combined or exchanged for another Right Certificate or Right Certificates, entitling the registered holder to purchase a like number of one one-hundredths of a Preferred Share as the Right Certificate or Right Certificates surrendered then entitled such holder to purchase. Any registered holder desiring to transfer, split up, combine or exchange any Right Certificate or Right Certificates shall make such request in writing delivered to the Rights Agent, and shall surrender the Right Certificate or Right Certificates to be transferred, split up, combined or exchanged at the principal office of the Rights Agent. Thereupon the Rights Agent shall countersign and deliver to the Person entitled thereto a Right Certificate or Right Certificates, as the case may be, as so requested. The Company may require payment of a sum sufficient to cover any tax or governmental charge that may be imposed in connection with any transfer, split up, combination or exchange of Right Certificates.

Upon receipt by the Company and the Rights Agent of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of a Right Certificate, and, in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to them, and, at the Company's request, reimbursement to the Company and the Rights Agent of all reasonable expenses incidental thereto, and upon surrender to the Rights Agent and cancellation of the Right Certificate if mutilated, the Company will issue, execute and deliver a new Right Certificate of like tenor to the Rights Agent for countersignature and delivery to the registered holder in lieu of the Right Certificate so lost, stolen, destroyed or mutilated.

Section 7. Exercise of Rights; Purchase Price; Expiration Date of Rights.

(a) The registered holder of any Right Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein) in whole or in part at any time after the Distribution Date upon surrender of the Right Certificate, with the form of election to purchase on the reverse side thereof duly executed, to the Rights

Agent at the office or offices of the Rights Agent designated for such purpose, together with payment of the Purchase Price for each one one-hundredth of a Preferred Share as to which the Rights are exercised, at or prior to the earliest of (i) the Close of Business on October 1, 2007 (the "Final Expiration Date"), (ii) the time at which the Rights are redeemed as provided in Section 23 (the "Redemption Date") or (iii) the time at which such Rights are exchanged as provided in Section 24 (the "Exchange Date").

(b) The Purchase Price for each one one-hundredth of a Preferred Share purchasable pursuant to the exercise of a Right shall initially be \$100.00, shall be subject to adjustment from time to time as provided in Sections 11 and 13 and shall be payable in lawful money of the United States of America in accordance with paragraph (c) below.

(c) Upon receipt of a Right Certificate representing exercisable Rights, with the form of election to purchase duly executed, accompanied by payment of the aggregate Purchase Price for the shares to be purchased and an amount equal to any applicable transfer tax required to be paid by the holder of such Right Certificate in accordance with Section 9 by certified check, cashier's check or money order payable to the order of the Company, the Rights Agent shall thereupon promptly (i) (A) requisition from any transfer agent for the Preferred Shares (or make available, if the Rights Agent is the transfer agent for the Preferred Shares) certificates for the number of Preferred Shares to be purchased and the Company hereby irrevocably authorizes its transfer agent to comply with all such requests, or (B) if the Company shall have elected to deposit with a depository agent the total number of Preferred Shares issuable upon exercise of the Rights hereunder, requisition from the depository agent depository receipts representing such number of one one-hundredths of a Preferred Share as are to be purchased and the Company hereby directs the depository agent to comply with such request, (ii) when appropriate, requisition from the Company the amount of cash to be paid in lieu of issuance of fractional shares in accordance with Section 14, (iii) after receipt of such certificates or depository receipts, cause the same to be delivered to or upon the order of the registered holder of such Right Certificate, registered in such name or names as may be designated by such holder, and (iv) when appropriate, after receipt, deliver such cash to or upon the order of the registered holder of such Right Certificate.

(d) In case the registered holder of any Right Certificate shall exercise less than all of the Rights evidenced thereby, a new Right Certificate evidencing Rights equivalent to the Rights remaining unexercised shall be issued by the Rights Agent to the registered holder of such Right Certificate or to such holder's duly authorized assigns, subject to the provisions of Section 14.

(e) Notwithstanding anything in this Agreement to the contrary, neither the Rights Agent nor the Company shall be obligated to undertake any action with respect to a registered holder upon the occurrence of any purported exercise as set forth in this Section unless such registered holder shall have (i) duly completed and

executed the form of election to purchase set forth on the reverse side of the Right Certificate surrendered for such exercise and (ii) provided such additional evidence of the identity of the Beneficial Owner (or former Beneficial Owner) of such Right Certificate or Affiliates or Associates thereof as the Company shall reasonably request.

Section 8. Cancellation of Right Certificates. All Right Certificates surrendered for the purpose of exercise, transfer, split up, combination or exchange shall, if surrendered to the Company or to any of its agents, be delivered to the Rights Agent for cancellation or in canceled form, or, if surrendered to the Rights Agent, shall be canceled by it, and no Right Certificates shall be issued in lieu thereof except as expressly permitted by any of the provisions of this Rights Agreement. The Company shall deliver to the Rights Agent for cancellation and retirement, and the Rights Agent shall so cancel and retire, any other Right Certificate purchased or acquired by the Company otherwise than upon the exercise thereof. The Rights Agent shall deliver all canceled Right Certificates to the Company.

Section 9. Availability of Preferred Shares.

(a) The Company will cause to be reserved and kept available out of its authorized and unissued Preferred Shares, or any Preferred Shares held in its treasury, the number of Preferred Shares that will be sufficient to permit the exercise in full of all outstanding Rights.

(b) At such time, if any, as the Preferred Shares issuable upon the exercise of Rights may be listed on any national securities exchange, the Company shall use its best efforts to cause, from and after such time as the Rights become exercisable (but only to the extent that it is reasonably likely that the Rights will be exercised), all shares reserved for such issuance to be listed on such exchange upon official notice of issuance upon such exercise.

(c) The Company will prepare and file, as soon as practicable after the Distribution Date, a registration statement under the Securities Act of 1933, as amended (the "Act"), with respect to the Rights and the securities purchasable upon exercise of the Rights on an appropriate form, and use its best efforts to cause such registration statement to (i) become effective as soon as practicable after such filing, and (ii) remain effective (with a prospectus at all times meeting the requirements of the Act) until the earlier of (A) the date as of which the Rights are no longer exercisable for such securities or (B) the Final Expiration Date. The Company will also take such action as may be appropriate under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights. The Company may temporarily suspend, for a period of time not to exceed 90 days after the date the registration statement is filed, the exercisability of the Rights in order to permit the registration statement to become effective. Upon any such suspension, the Company shall issue a public announcement stating that the exercisability of the Rights has been temporarily

suspended, as well as a public announcement at such time as the suspension is no longer in effect. Notwithstanding any provision of this Agreement to the contrary, the Rights shall not be exercisable in any jurisdiction if the requisite qualification in such jurisdiction shall not have been obtained or the exercise thereof is not permitted under applicable law.

(d) The Company will take all such action as may be necessary to ensure that all Preferred Shares delivered upon exercise of Rights shall, at the time of delivery of the certificates for such Preferred Shares (subject to payment of the Purchase Price and any applicable transfer taxes), be duly and validly authorized and issued and fully paid and nonassessable shares.

(e) The Company will pay when due and payable any and all federal and state transfer taxes and charges which may be payable in respect of the issuance or delivery of the Right Certificates or of any Preferred Shares upon the exercise of Rights. The Company shall not, however, be required to pay any transfer tax which may be payable in respect of any transfer or delivery of Right Certificates to a Person other than, or the issuance or delivery of certificates or depositary receipts for the Preferred Shares in a name other than that of the registered holder of the Right Certificate evidencing Rights surrendered for exercise, or to issue or to deliver any certificates or depositary receipts for Preferred Shares upon the exercise of any Rights until any such tax shall have been paid (any such tax being payable by the holder of such Right Certificate at the time of surrender) or until it has been established to the Company's reasonable satisfaction that no such tax is due.

Section 10. Preferred Shares Record Date. Each Person in whose name any certificate for Preferred Shares is issued upon the exercise of Rights shall for all purposes be deemed to have become the holder of record of the Preferred Shares represented thereby on, and such certificate shall be dated, the date upon which the Right Certificate evidencing such Rights was duly surrendered and payment of the Purchase Price (and any applicable transfer taxes) was made; provided, however, that if the date of such surrender and payment is a date upon which the transfer books of the Company for the Preferred Shares are closed, such Person shall be deemed to have become the record holder of such shares on, and such certificate shall be dated, the next succeeding Business Day on which such transfer books are open. Prior to the exercise of the Rights evidenced thereby, the holder of a Right Certificate shall not be entitled to any rights of a holder of Preferred Shares for which the Rights shall be exercisable, including, without limitation, the right to vote, to receive dividends or other distributions or to exercise any preemptive rights, and shall not be entitled to receive any notice of any proceedings of the Company, except as provided herein.

Section 11. Adjustment of Purchase Price, Number and Kind of Shares or Number of Rights. The Purchase Price, the number and kind of shares covered by each Right and the number of Rights outstanding are subject to adjustment from time to time as provided in this Section 11:

(a)(i) In the event the Company shall at any time after the date of this Agreement (A) declare a dividend on the Preferred Shares payable in Preferred Shares, (B) subdivide the outstanding Preferred Shares, (C) combine the outstanding Preferred Shares into a smaller number of Preferred Shares or (D) issue any shares of its capital stock in a reclassification of the Preferred Shares (including any such reclassification in connection with a consolidation or merger in which the Company is the continuing or surviving corporation), except as otherwise provided in this Section 11(a), the Purchase Price in effect at the time of the record date for such dividend or of the effective date of such subdivision, combination or reclassification, and the number and kind of shares of capital stock issuable on such date, shall be proportionately adjusted so that the holder of any Right exercised after such time shall be entitled to receive the aggregate number and kind of shares of capital stock which, if such Right had been exercised immediately prior to such date and at a time when the Preferred Shares transfer books of the Company were open, such holder would have owned upon such exercise and been entitled to receive by virtue of such dividend, subdivision, combination or reclassification; provided, however, that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Company issuable upon exercise of one Right. If an event occurs which would require an adjustment under both Section 11(a)(i) and Section 11(a)(ii), the adjustment provided for in this Section 11(a)(i) shall be in addition to, and shall be made prior to, any adjustment required pursuant to Section 11(a)(ii).

(ii) Subject to Section 24 of this Agreement, in the event any Person becomes an Acquiring Person, unless the event by which such Person became an Acquiring Person is a transaction described in Section 13(a), each holder of a Right shall thereafter have a right to receive, upon exercise thereof at a price equal to the then current Purchase Price multiplied by the number of one one-hundredths of a Preferred Share for which a Right is then exercisable, in accordance with the terms of this Agreement and in lieu of Preferred Shares, such number of Common Shares of the Company as shall equal the result obtained by (x) multiplying the then current Purchase Price by the number of one one-hundredths of a Preferred Share for which a Right is then exercisable and dividing that product by (y) 50% of the then current per share market price of the Company's Common Shares (determined pursuant to Section 11(d)) on the date that such Person becomes an Acquiring Person. In the event that any Person shall become an Acquiring Person and the Rights shall then be outstanding, the Company shall not take any action which would eliminate or diminish the benefits intended to be afforded by the Rights.

From and after the date that such Person becomes an Acquiring Person, any Rights that are or were acquired or beneficially owned by any Acquiring Person (or any Associate or Affiliate of such Acquiring Person) shall be void and any holder of such Rights shall thereafter have no right to exercise such Rights under any provision of this Agreement. No Right Certificate shall be

issued pursuant to Section 3 that represents Rights beneficially owned by an Acquiring Person whose Rights would be void pursuant to the preceding sentence or any Associate or Affiliate thereof; no Right Certificate shall be issued at any time upon the transfer of any Rights to an Acquiring Person whose Rights would be void pursuant to the preceding sentence or any Associate or Affiliate thereof or to any nominee of such Acquiring Person, Associate or Affiliate; and any Right Certificate delivered to the Rights Agent for transfer to an Acquiring Person whose Rights would be void pursuant to the preceding sentence shall be canceled.

(iii) In the event that there shall not be sufficient Common Shares issued but not outstanding or authorized but unissued to permit the exercise in full of the Rights in accordance with the foregoing subparagraph (ii), the Company shall take all such action as may be necessary to authorize additional Common Shares for issuance upon exercise of the Rights. In the event the Company shall, after good faith effort, be unable to take all such action as may be necessary to authorize such additional Common Shares, the Company shall substitute, for each Common Share that would otherwise be issuable upon exercise of a Right, a number of Preferred Shares or fraction thereof such that the current per share market price of one Preferred Share multiplied by such number or fraction is equal to the current per share market price of one Common Share as of the date of issuance of such Preferred Shares or fraction thereof.

(b) In case the Company shall fix a record date for the issuance of rights, options or warrants to all holders of Preferred Shares entitling them to subscribe for or purchase Preferred Shares (or shares having the same rights, privileges and preferences as the Preferred Shares (such shares are herein called "preferred share equivalents")) or securities convertible into Preferred Shares or preferred share equivalents at a price per Preferred Share or preferred share equivalent (or having a conversion price per share, if a security convertible into Preferred Shares or preferred share equivalents) less than the then current per share market price (as such term is defined in Section 11(d)) of the Preferred Shares on such record date, the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the number of Preferred Shares outstanding on such record date plus the number of Preferred Shares which the aggregate offering price of the total number of Preferred Shares and/or preferred share equivalents so to be offered (and/or the aggregate initial conversion price of the convertible securities so to be offered) would purchase at such current market price and the denominator of which shall be the number of Preferred Shares outstanding on such record date plus the number of additional Preferred Shares and/or preferred share equivalents to be offered for subscription or purchase (or into which the convertible securities so to be offered are initially convertible); provided, however, that in no event shall

the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Company issuable upon exercise of one Right. In case such subscription price may be paid in a consideration part or all of which shall be in a form other than cash, the value of such consideration shall be determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent and shall be binding on the Rights Agent and the holders of the Rights. Preferred Shares held for the account of the Company shall not be deemed outstanding for the purpose of any such computation. Such adjustment shall be made successively whenever such a record date is fixed; and in the event that such rights, options or warrants are not so issued, the Purchase Price shall be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(c) In case the Company shall fix a record date for the making of a distribution to all holders of the Preferred Shares (including any such distribution made in connection with a consolidation or merger in which the Company is the continuing or surviving corporation) of evidences of indebtedness or assets (other than a regular quarterly cash dividend or a dividend payable in Preferred Shares) or subscription rights or warrants (excluding those referred to in Section 11(b)), the Purchase Price to be in effect after such record date shall be determined by multiplying the Purchase Price in effect immediately prior to such record date by a fraction, the numerator of which shall be the then current per share market price of the Preferred Shares on such record date, less the fair market value (as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent) of the portion of the assets or evidences of indebtedness so to be distributed or of such subscription rights or warrants applicable to one Preferred Share, and the denominator of which shall be such current per share market price of the Preferred Shares; provided, however, that in no event shall the consideration to be paid upon the exercise of one Right be less than the aggregate par value of the shares of capital stock of the Company to be issued upon exercise of one Right. Such adjustments shall be made successively whenever such a record date is fixed; and in the event that such distribution is not so made, the Purchase Price shall again be adjusted to be the Purchase Price which would then be in effect if such record date had not been fixed.

(d) (i) For the purpose of any computation hereunder, the "current per share market price" of any security (a "Security" for the purpose of this Section 11(d)(i)) on any date shall be deemed to be the average of the daily closing prices per share of such Security for the 30 consecutive Trading Days immediately prior to such date; provided, however, that in the event that the current per share market price of the Security is determined during a period following the announcement by the issuer of such Security of (A) a dividend or distribution on such Security payable in shares of such Security or securities

convertible into such shares, or (B) any subdivision, combination or reclassification of such Security and prior to the expiration of 30 Trading Days after the ex-dividend date for such dividend or distribution, or the record date for such subdivision, combination or reclassification, then, and in each such case, the current per share market price shall be appropriately adjusted to reflect the current market price per share equivalent of such Security. The closing price for each day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the Security is not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Security is listed or admitted to trading or, if the Security is not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by the National Association of Securities Dealers, Inc. Automated Quotations System ("NASDAQ") or such other system then in use, or, if on any such date the Security is not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Security selected by the Board of Directors of the Company. If on any such day no market maker is making a market in the Common Shares, the fair value of such share on such day as determined in good faith by the Board of Directors of the Company shall be used in lieu of the closing price for such day. The term "Trading Day" shall mean a day on which the principal national securities exchange on which the Security is listed or admitted to trading is open for the transaction of business or, if the Security is not listed or admitted to trading on any national securities exchange, a Business Day.

(ii) For the purpose of any computation hereunder, the "current per share market price" of the Preferred Shares shall be determined in accordance with the method set forth in Section 11(d)(i). If the Preferred Shares are not publicly traded, the "current per share market price" of the Preferred Shares shall be conclusively deemed to be the current per share market price of the Common Shares as determined pursuant to Section 11(d)(i) (appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date hereof), multiplied by one hundred. If neither the Common Shares nor the Preferred Shares are publicly held or so listed or traded, "current per share market price" of the Preferred Shares shall mean the fair value per share as determined in good faith by the Board of Directors of the Company, whose determination shall be described in a statement filed with the Rights Agent.

(e) No adjustment in the Purchase Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Purchase Price; provided, however, that any adjustments which by reason of this Section 11(e) are not required to be made shall be carried forward and taken into account in any subsequent adjustment. All calculations under this Section 11 shall be made to the nearest cent or to the nearest one one-millionth of a Preferred Share or one ten- thousandth of any other share or security as the case may be. Notwithstanding the first sentence of this Section 11(e), any adjustment required by this Section 11 shall be made no later than the earlier of (i) three years from the date of the transaction which requires such adjustment or (ii) the date of the expiration of the right to exercise any Rights.

(f) If as a result of an adjustment made pursuant to Section 11(a) and 13(a), the holder of any Right thereafter exercised shall become entitled to receive any shares of capital stock of the Company other than Preferred Shares, thereafter the number of such other shares so receivable upon exercise of any Right shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the Preferred Shares contained in Section 11(a) through (c), inclusive, and the provisions of Sections 7, 9, 10, 13 and 14 with respect to the Preferred Shares shall apply on like terms to any such other shares.

(g) All Rights originally issued by the Company subsequent to any adjustment made to the Purchase Price hereunder shall evidence the right to purchase, at the adjusted Purchase Price, the number of one one- hundredths of a Preferred Share purchasable from time to time hereunder upon exercise of the Rights, all subject to further adjustment as provided herein.

(h) Unless the Company shall have exercised its election as provided in Section 11(i), subject to the provisions of Sections 11(a) and 13, upon each adjustment of the Purchase Price as a result of the calculations made in Sections 11(b) and (c), each Right outstanding immediately prior to the making of such adjustment shall thereafter evidence the right to purchase, at the adjusted Purchase Price, that number of one one- hundredths of a Preferred Share (calculated to the nearest one one-millionth of a Preferred Share) obtained by (i) multiplying (x) the number of one one-hundredths of a share covered by a Right immediately prior to this adjustment by (y) the Purchase Price in effect immediately prior to such adjustment of the Purchase Price and

(ii) dividing the product so obtained by the Purchase Price in effect immediately after such adjustment of the Purchase Price.

(i) The Company may elect on or after the date of any adjustment of the Purchase Price to adjust the number of Rights, in substitution for any adjustment in the number of one one-hundredths of a Preferred Share purchasable upon the exercise of a Right. Each of the Rights outstanding after

such adjustment of the number of Rights shall be exercisable for the number of one one-hundredths of a Preferred Share for which a Right was exercisable immediately prior to such adjustment. Each Right held of record prior to such adjustment of the number of Rights shall become that number of Rights (calculated to the nearest one ten-thousandth) obtained by dividing the Purchase Price in effect immediately prior to adjustment of the Purchase Price by the Purchase Price in effect immediately after adjustment of the Purchase Price. The Company shall make a public announcement of its election to adjust the number of Rights, indicating the record date for the adjustment, and, if known at the time, the amount of the adjustment to be made. This record date may be the date on which the Purchase Price is adjusted or any day thereafter, but, if the Right Certificates have been issued, shall be at least ten days later than the date of the public announcement. If Right Certificates have been issued, upon each adjustment of the number of Rights pursuant to this Section

11(i), the Company shall, as promptly as practicable, cause to be distributed to holders of record of Right Certificates on such record date Right Certificates evidencing, subject to Section 14, the additional Rights to which such holders shall be entitled as a result of such adjustment, or, at the option of the Company, shall cause to be distributed to such holders of record in substitution and replacement for the Right Certificates held by such holders prior to the date of adjustment, and upon surrender thereof, if required by the Company, new Right Certificates evidencing all the Rights to which such holders shall be entitled after such adjustment. Right Certificates so to be distributed shall be issued, executed and countersigned in the manner provided for herein, may bear, at the option of the Company, the adjusted Purchase Price, and shall be registered in the names of the holders of record of Right Certificates on the record date specified in the public announcement.

(j) Irrespective of any adjustment or change in the Purchase Price or the number of one one-hundredths of a Preferred Share issuable upon the exercise of the Rights, the Right Certificates theretofore and thereafter issued may continue to express the Purchase Price and the number of one one-hundredths of a Preferred Share which were expressed in the initial Right Certificates issued hereunder.

(k) Before taking any action that would cause an adjustment reducing the Purchase Price below one one-hundredth of the then par value, if any, of the Preferred Shares issuable upon exercise of the Rights, the Company shall take any corporate action which may, in the opinion of its counsel, be necessary in order that the Company may validly and legally issue fully paid and nonassessable Preferred Shares at such adjusted Purchase Price.

(l) In any case in which this Section 11 shall require that an adjustment in the Purchase Price be made effective as of a record date for a specified event, the Company may elect to defer until the occurrence of such event the issuing to the holder of any Right exercised after such record date of

the Preferred Shares and other capital stock or securities of the Company, if any, issuable upon such exercise over and above the Preferred Shares and other capital stock or securities of the Company, if any, issuable upon such exercise on the basis of the Purchase Price in effect prior to such adjustment; provided, however, that the Company shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional shares upon the occurrence of the event requiring such adjustment.

(m) Anything in this Section 11 to the contrary notwithstanding, the Company shall be entitled to make such reductions in the Purchase Price, in addition to those adjustments expressly required by this Section 11, as and to the extent that in their sole discretion the Board of Directors of the Company shall determine to be advisable in order that any

(i) consolidation or subdivision of the Preferred Shares, (ii) issuance wholly for cash of any Preferred Shares at less than the current market price, (iii) issuance wholly for cash of Preferred Shares or securities which by their terms are convertible into or exchangeable for Preferred Shares, (iv) dividends on Preferred Shares payable in Preferred Shares or

(v) issuance of rights, options or warrants referred to hereinabove in

Section 11(b), hereafter made by the Company to holders of its Preferred Shares shall not be taxable to such stockholders.

(n) The Company shall not, at any time after the Distribution Date,

(i) consolidate with any other Person (other than a Subsidiary of the Company in a transaction which complies with Section 11(o)), (ii) merge with or into any other Person (other than a Subsidiary of the Company in a transaction which complies with Section 11(o)), or (iii) sell or transfer (or permit any Subsidiary to sell or transfer), in one transaction, or a series of related transactions, assets or earning power aggregating more than 50% of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to any other Person or Persons (other than the Company and/or any of its subsidiaries in one or more transaction each of which complies with Section 11(o)), if (x) at the time of or immediately after such consolidation, merger or sale there are any rights, warrants or other instruments or securities outstanding or agreements in effect which would substantially diminish or otherwise eliminate the benefits intended to be afforded by the Rights or (y) prior to, simultaneously with or immediately after such consolidation, merger or sale, the shareholders of the Person who constitutes, or would constitute, the "Principal Party" for purposes of Section 13(a) shall have received a distribution of Rights previously owned by such Person or any of its Affiliates and Associates.

(o) The Company, after the Distribution Date, will not, except as permitted by Section 23, 24 or 27, take (or permit any Subsidiary of the Company to take) any action if at the time such action is taken it is reasonably foreseeable that such action will diminish substantially or otherwise eliminate the benefits intended to be afforded by the Rights.

(p) Anything in this Agreement or the Rights to the contrary notwithstanding, in the event that at any time after the date of this Agreement and prior to the Distribution Date, the Company shall (i) declare or pay any dividend on the Common Shares payable in Common Shares or (ii) effect a subdivision, combination or consolidation of the Common Shares (by reclassification or otherwise than by payment of dividends in Common Shares) into a greater or lesser number of Common Shares, then in any such case (i) the number of one one-hundredths of a Preferred Share purchasable after such event upon proper exercise of each Right shall be determined by multiplying the number of one one-hundredths of a Preferred Share so purchasable immediately prior to such event by a fraction, the numerator of which is the number of Common Shares outstanding immediately before such event and the denominator of which is the number of Common Shares outstanding immediately after such event, and (ii) each Common Share outstanding immediately after such event shall have issued with respect to it that number of Rights which each Common Share outstanding immediately prior to such event had issued with respect to it. The adjustments provided for in this Section 11 (p) shall be made successively whenever such a dividend is declared or paid or such a subdivision, combination or consolidation is effected. If an event occurs which would require an adjustment under Section 11(a)(ii) and this Section 11(p), the adjustments provided for in this Section 11(p) shall be in addition and prior to any adjustment required pursuant to Section 11(a)(ii).

Section 12. Certificate of Adjusted Purchase Price or Number of Shares. Whenever an adjustment is made as provided in Sections 11 and 13, the Company shall promptly (a) prepare a certificate setting forth such adjustment, and a brief statement of the facts accounting for such adjustment, (b) file with the Rights Agent and with each transfer agent for the Common Shares or the Preferred Shares a copy of such certificate and (c) mail a brief summary thereof to each holder of a Right Certificate in accordance with Section 25.

Section 13. Consolidation, Merger or Sale or Transfer of Assets or Earning Power.

(a) In the event, directly or indirectly, at any time after there is an Acquiring Person,

(w) the Company shall consolidate with, or merge with and into, any other Person and the Company shall not be the continuing or surviving corporation of such consolidation or merger,

(x) any Person shall consolidate with, or merge with and into, the Company, the Company shall be the continuing or surviving corporation of such consolidation or merger and, in connection with such consolidation or merger, all or part of the Common Shares shall be changed into or exchanged

for stock or other securities of any other Person (or the Company) or cash or any other property,

(y) the Company shall effect a statutory share exchange with the outstanding Common Shares of the Company being exchanged for stock or other securities of any other Person, cash or property, or

(z) the Company shall sell or otherwise transfer (or one or more of its Subsidiaries shall sell or otherwise transfer), in one or more transactions, assets or earning power aggregating 50% or more of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to any other Person other than the Company or one or more of its wholly owned Subsidiaries,

then, and in each such case, except as contemplated by Section 13(e), proper provision shall be made so that (i) each holder of a Right (except as otherwise provided in this Agreement) shall thereafter have the right to receive, upon the exercise thereof at a price equal to the then current Purchase Price multiplied by the number of one one-hundredths of a Preferred Share for which a Right is then exercisable, in accordance with the terms of this Agreement and in lieu of Preferred Shares, such number of validly authorized and issued, fully paid, nonassessable and freely tradeable Common Shares of the Principal Party, not subject to any liens, encumbrances, rights of first refusal or adverse claims, as shall be equal to the result obtained by (x) multiplying the then current Purchase Price by the number of one one-hundredths of a Preferred Share for which a Right is, immediately prior to such consolidation, merger, statutory share exchange, sale or transfer, exercisable and (y) dividing that product by 50% of the current per share market price of the Common Shares of such Principal Party (determined pursuant to Section 11(d)) on the date of consummation of such consolidation, merger, statutory share exchange, sale or transfer; (ii) such Principal Party shall thereafter be liable for, and shall assume, by virtue of such merger, consolidation, statutory share exchange, sale or transfer, all the obligations and duties of the Company pursuant to this Agreement; (iii) the term "Company" shall thereafter be deemed to refer to such Principal Party; and (iv) such Principal Party shall take such steps (including, but not limited to, the reservation of a sufficient number of its Common Shares to permit the exercise of all outstanding Rights) in connection with the consummation of any such transaction as may be necessary to assure that the provisions of this Agreement shall thereafter be applicable, as nearly as reasonably may be, in relation to its Common Shares thereafter deliverable upon the exercise of the Rights.

(b) "Principal Party" shall mean:

(i) in the case of any transaction described in clauses (w), (x) or

(y) of the first sentence of Section 13(a), the Person that is the issuer of any securities into which Common Shares of the Company are converted in such merger,

consolidation or exchange, or if no securities are so issued, the Person that is the other party to such merger, consolidation or exchange; and

(ii) in the case of any transaction described in clause(z) of the first sentence of Section 13(a), the Person that is the party receiving the greatest portion of the assets or earning power transferred pursuant to such transaction or transactions;

provided, however, that in any such case, (1) if the Common Shares of such Person are not at such time or have not been continuously over the preceding 12- month period registered under Section 12 of the Exchange Act, and such Person is a direct or indirect Subsidiary of another Person the Common Shares of which are and have been so registered, "Principal Party" shall refer to such other Person, and (2) in case such Person is a Subsidiary, directly or indirectly, of more than one Person, the Common Shares of two or more of which are and have been so registered, "Principal Party" shall refer to whichever of such Persons is the issuer of the Common Shares having the greatest aggregate market value.

(c) The Company shall not consummate any such consolidation, merger, share exchange, sale or transfer unless the Principal Party shall have a sufficient number of authorized, unreserved Common Shares which have not been issued or are held in treasury to permit the exercise in full of the Rights in accordance with this Section 13 and unless prior thereto the Company and such Principal Party shall have executed and delivered to the Rights Agent a supplemental agreement providing for the terms set forth in paragraphs (a) and (b) of this Section 13 and further providing that, as soon as practicable after the date of any such consolidation, merger, share exchange, sale or transfer, the Principal Party will:

(i) prepare and file a registration statement under the Act, with respect to the Rights and the securities purchasable upon exercise of the Rights, on an appropriate form, and use its best efforts to cause such registration statement to (A) become effective as soon as practicable after such filing and (B) remain effective (with a prospectus at all times meeting the requirements of the Act) until the earlier of (1) the date as of which the Rights are no longer exercisable for such securities or (2) the Final Expiration Date;

(ii) take such action as may be appropriate under, or to ensure compliance with, the securities or "blue sky" laws of the various states in connection with the exercisability of the Rights; and

(iii) deliver to holders of the Rights historical financial statements for the Principal Party and each of its Affiliates which comply in all respects with the requirements for registration on Form 10 under the Exchange Act.

(d) The Company shall not enter into any transaction of the kind referred to in this Section 13 if at the time of such transaction there are any rights, warrants, instruments or securities outstanding or any agreements or arrangements which, as a result of the consummation of such transaction, would substantially diminish or otherwise eliminate the benefits intended to be afforded by the Rights. Without limiting the generality of the preceding sentence, in case the Principal Party which is to be a party to a transaction of the kind referred to in this Section 13 has a provision in any of its authorized securities or in its certificate of incorporation or bylaws or other instrument governing its corporate affairs, which provision would have the effect of

(i) causing such Principal Party to issue, in connection with, or as a consequence of, the consummation of a transaction of the kind referred to in this Section 13, Common Shares of such Principal Party at less than the then current per share market price (determined pursuant to Section 11(d)) or securities exercisable for or convertible into Common Shares of such Principal Party at less than such then current market price (other than to holders of Rights pursuant to this Section 13) or (ii) providing for any special payment, tax or similar provisions in connection with the issuance of Common Shares of such Principal Party pursuant to the provisions of Section 13, then, in such event, the Company shall not consummate any such transaction unless prior thereto the provision in question of such Principal Party shall have been canceled, waived or amended so as to avoid any of the effects referred to in clauses (i) and (ii) of this paragraph, or the authorized securities shall have been redeemed, so that the applicable provision will have no effect in connection with, or as a consequence of, the consummation of the proposed transaction.

(e) Notwithstanding anything in this Agreement to the contrary, Section 13 shall not be applicable to a transaction described in clauses (w), (x) or (y) of

Section 13(a) if (i) such transaction is consummated with a Person or Persons who acquired Common Shares pursuant to a Permitted Offer (or a wholly owned Subsidiary of any such Person or Persons), (ii) the price per Common Share offered in such transaction is not less than the price per Common Share paid to all holders of Common Shares whose shares were purchased pursuant to such tender offer or exchange offer and (iii) the form of consideration being offered to the remaining holders of Common Shares pursuant to such transaction is the same as the form of consideration paid pursuant to such tender offer or exchange offer. Upon consummation of any such transaction contemplated by this Section 13(e), all Rights hereunder shall expire.

(f) The provisions of this Section 13 shall similarly apply to successive mergers, consolidations, statutory share exchanges or sale or other transfers.

Section 14. Fractional Rights and Fractional Shares.

(a) The Company shall not be required to issue fractions of Rights or to distribute Right Certificates which evidence fractional Rights. In lieu of such fractional Rights, there shall be paid to the registered holders of the Right Certificates with regard to which such fractional Rights would otherwise be issuable an amount in cash equal to the same fraction of the current market value of a whole Right. For the purposes of this Section 14(a), the current market value of a whole Right shall be the closing price of the Rights for the Trading Day immediately prior to the date on which such fractional Rights would have been otherwise issuable. The closing price for any day shall be the last sale price, regular way, or, in case no such sale takes place on such day, the average of the closing bid and asked prices, regular way, in either case as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if the Rights are not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the Rights are listed or admitted to trading or, if the Rights are not listed or admitted to trading on any national securities exchange, the last quoted price or, if not so quoted, the average of the high bid and low asked prices in the over-the-counter market, as reported by NASDAQ or such other system then in use or, if on any such date the Rights are not quoted by any such organization, the average of the closing bid and asked prices as furnished by a professional market maker making a market in the Rights selected by the Board of Directors of the Company. If on any such date no such market maker is making a market in the Rights, the fair value of the Rights on such date as determined in good faith by the Board of Directors of the Company shall be used.

(b) The Company shall not be required to issue fractions of Preferred Shares (other than fractions which are integral multiples of one one-hundredth of a Preferred Share) upon exercise of the Rights or to distribute certificates which evidence fractional Preferred Shares (other than fractions which are integral multiples of one one-hundredth of a Preferred Share). Fractions of Preferred Shares in integral multiples of one one-hundredth of a Preferred Share may, at the election of the Company, be evidenced by depositary receipts pursuant to an appropriate agreement between the Company and a depositary selected by it; provided, however, that if the Company issues depositary receipts pursuant to any such agreement, such agreement shall provide that the holders of such depositary receipts shall have all the rights, privileges and preferences to which they are entitled as beneficial owners of the Preferred Shares represented by such depositary receipts. In lieu of fractional Preferred Shares that are not integral multiples of one one-hundredth of a Preferred Share, the Company shall pay to the registered holders of Right Certificates at the time such Rights are exercised as herein provided an amount in cash equal to the same fraction of the current market value of one Preferred Share. For the purposes of this Section 14(b), the current market value of a Preferred Share shall be the

closing price of a Preferred Share (as determined pursuant to Section 11(d)) for the Trading Day immediately prior to the date of such exercise.

(c) The holder of a Right by the acceptance of the Right expressly waives such holder's right to receive any fractional Rights or any fractional shares upon exercise of a Right (except as provided above).

Section 15. Rights of Action. All rights of action in respect of this Agreement, excepting the rights of action given to the Rights Agent under Section 18, are vested in the respective registered holders of the Right Certificates (and, prior to the Distribution Date, the registered holders of the Common Shares); and any registered holder of any Right Certificate (or, prior to the Distribution Date, of the Common Shares), without the consent of the Rights Agent or of the holder of any other Right Certificate (or, prior to the Distribution Date, of the Common Shares), may, in such holder's own behalf and for such holder's own benefit, enforce, and may institute and maintain any suit, action or proceeding against the Company to enforce, or otherwise act in respect of, such holder's right to exercise the Rights evidenced by such Right Certificate in the manner provided in such Right Certificate and in this Agreement. Without limiting the foregoing or any remedies available to the holders of Rights, it is specifically acknowledged that the holders of Rights would not have an adequate remedy at law for any breach of this Agreement and will be entitled to specific performance of the obligations under, and injunctive relief against actual or threatened violations of the obligations of any Person subject to, this Agreement.

Section 16. Agreement of Right Holders. Every holder of a Right, by accepting the same, consents and agrees with the Company and the Rights Agent and with every other holder of a Right that:

(a) prior to the Distribution Date, the Rights will be transferable only in connection with the transfer of the Common Shares;

(b) after the Distribution Date, the Right Certificates are transferable only on the registry books of the Rights Agent if surrendered at the principal office of the Rights Agent, duly endorsed or accompanied by a proper instrument of transfer; and

(c) the Company and the Rights Agent may deem and treat the Person in whose name the Right Certificate (or, prior to the Distribution Date, the associated Common Shares certificate) is registered as the absolute owner thereof and of the Rights evidenced thereby (notwithstanding any notations of ownership or writing on the Right Certificates or the associated Common Shares certificate made by anyone other than the Company or the Rights Agent) for all purposes whatsoever, and neither the Company nor the Rights Agent shall be affected by any notice to the contrary.

Section 17. Right Certificate Holder Not Deemed a Stockholder. No holder, as such, of any Right Certificate shall be entitled to vote, receive dividends or be deemed for any purpose the holder of the Preferred Shares or any other securities of the Company which may at any time be issuable on the exercise of the Rights represented thereby, nor shall anything contained herein or in any Right Certificate be construed to confer upon the holder of any Right Certificate, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in Section 25), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by such Right Certificate shall have been exercised in accordance with the provisions of this Agreement.

Section 18. Concerning the Rights Agent.

(a) The Company will pay to the Rights Agent reasonable compensation for all services rendered by it hereunder and, from time to time, on demand of the Rights Agent, its reasonable expenses and counsel fees and other disbursements incurred in the administration and execution of this Agreement and the exercise and performance of its duties hereunder. The Company will indemnify the Rights Agent for, and to hold it harmless against, any loss, liability, or expense, incurred without negligence, bad faith or willful misconduct on the part of the Rights Agent, for anything done or omitted by the Rights Agent in connection with the acceptance and administration of this Agreement, including the costs and expenses of defending against any claim of liability in the premises.

(b) The Rights Agent shall be protected and shall incur no liability for, or in respect of any action taken, suffered or omitted by it in connection with, its administration of this Agreement in reliance upon any Right Certificate or certificate for the Preferred Shares (or for depositary receipts evidencing fractional interests in Preferred Shares) or Common Shares or for other securities of the Company, instrument of assignment or transfer, power of attorney, endorsement, affidavit, letter, notice, direction, consent, certificate, statement, or other paper or document believed by it to be genuine and to be signed, executed and, where necessary, verified or acknowledged, by the proper Person or Persons, or otherwise upon the advice of counsel as set forth in Section 20.

Section 19. Merger or Consolidation or Change of Name of Rights Agent.

(a) Any corporation into which the Rights Agent or any successor Rights Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Rights Agent or any successor Rights Agent shall be a party, or any corporation succeeding to the stock transfer or corporate trust business of the Rights Agent or any successor Rights Agent, shall be the successor to the Rights Agent under this Agreement without the

execution or filing of any paper or any further act on the part of any of the parties to this Agreement, provided that such corporation would be eligible for appointment as a successor Rights Agent under the provisions of Section

21. In case at the time such successor Rights Agent shall succeed to the agency created by this Agreement any of the Right Certificates shall have been countersigned but not delivered, any such successor Rights Agent may adopt the countersignature of the predecessor Rights Agent and deliver such Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, any successor Rights Agent may countersign such Right Certificates either in the name of the predecessor Rights Agent or in the name of the successor Rights Agent; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

(b) In case at any time the name of the Rights Agent shall be changed and at such time any of the Right Certificates shall have been countersigned but not delivered, the Rights Agent may adopt the countersignature under its prior name and deliver Right Certificates so countersigned; and in case at that time any of the Right Certificates shall not have been countersigned, the Rights Agent may countersign such Right Certificates either in its prior name or in its changed name; and in all such cases such Right Certificates shall have the full force provided in the Right Certificates and in this Agreement.

Section 20. Duties of Rights Agent. The Rights Agent undertakes the duties and obligations imposed by this Agreement upon the following terms and conditions, by all of which the Company and the holders of Right Certificates, by their acceptance thereof, shall be bound:

(a) The Rights Agent may consult with legal counsel (who may be legal counsel for the Company), and the opinion of such counsel shall be full and complete authorization and protection to the Rights Agent as to any action taken or omitted by it in good faith and in accordance with such opinion.

(b) Whenever in the performance of its duties under this Agreement the Rights Agent shall deem it necessary or desirable that any fact or matter be proved or established by the Company prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by any one of the Chairman of the Board, the President, any Vice President, the Treasurer or the Secretary of the Company and delivered to the Rights Agent; and such certificate shall be full authorization to the Rights Agent for any action taken or suffered in good faith by it under the provisions of this Agreement in reliance upon such certificate.

(c) The Rights Agent shall be liable hereunder to the Company and any other Person only for its own negligence, bad faith or willful misconduct.

(d) The Rights Agent shall not be liable for or by reason of any of the statements of fact or recitals contained in this Agreement or in the Right Certificates (except its countersignature thereof) or be required to verify the same, but all such statements and recitals are and shall be deemed to have been made by the Company only.

(e) The Rights Agent shall not be under any responsibility in respect of the validity of this Agreement or the execution and delivery of this Agreement (except the due execution of this Agreement by the Rights Agent) or in respect of the validity or execution of any Right Certificate (except its countersignature thereof); nor shall it be responsible for any breach by the Company of any covenant or condition contained in this Agreement or in any Right Certificate; nor shall it be responsible for any change in the exercisability of the Rights (including the Rights becoming void pursuant to Section 11(a)(ii)) or any adjustment in the terms of the Rights (including the manner, method or amount thereof) provided for in Section 3, 11, 13, 23 or 24, or the ascertaining of the existence of facts that would require any such change or adjustment (except with respect to the exercise of Rights evidenced by Right Certificates after receipt of actual notice from the Company stating that a change or adjustment is required and specifying the manner and amount thereof); nor shall it by any act hereunder be deemed to make any representation or warranty as to the authorization or reservation of any Preferred Shares to be issued pursuant to this Agreement or any Right Certificate or as to whether any Preferred Shares will, when issued, be validly authorized and issued, fully paid and nonassessable.

(f) The Company will perform, execute, acknowledge and deliver or cause to be performed, executed, acknowledged and delivered all such further and other acts, instruments and assurances as may reasonably be required by the Rights Agent for the carrying out or performing by the Rights Agent of the provisions of this Agreement.

(g) The Rights Agent is hereby authorized and directed to accept instructions with respect to the performance of its duties hereunder from any one of the Chairman of the Board, the President, any Vice President, the Secretary or the Treasurer of the Company, and to apply to such officers for advice or instructions in connection with its duties, and it shall not be liable for any action taken or suffered to be taken by it in good faith in accordance with instructions of any such officer or for any delay in acting while waiting for those instructions.

(h) The Rights Agent and any shareholder, director, officer or employee of the Rights Agent may buy, sell or deal in any of the Rights or other securities of the Company or become pecuniarily interested in any transaction in which the Company may be interested, or contract with or lend money to the Company or otherwise act as fully and freely as though it were not Rights Agent under this Agreement. Nothing herein shall preclude the Rights Agent from acting in any other capacity for the Company or for any other legal entity.

(i) The Rights Agent may execute and exercise any of the rights or powers hereby vested in it or perform any duty hereunder either itself or by or through its attorneys or agents, and the Rights Agent shall not be answerable or accountable for any act, default, neglect or misconduct of any such attorneys or agents or for any loss to the Company resulting from any such act, default, neglect or misconduct, provided reasonable care was exercised in the selection and continued employment thereof.

(j) No provision of this Agreement shall require the Rights Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of its rights if there shall be reasonable grounds for believing that repayment of such funds or adequate indemnification against such risk or liability is not reasonably assured to it.

Section 21. Change of Rights Agent. The Rights Agent or any successor Rights Agent may resign and be discharged from its duties under this Agreement upon 30 days' notice in writing mailed to the Company and to each transfer agent of the Common Shares and Preferred Shares by registered or certified mail, and to the holders of the Right Certificates by first-class mail. The Company may remove the Rights Agent or any successor Rights Agent upon 30 days' notice in writing, mailed to the Rights Agent or successor Rights Agent, as the case may be, and to each transfer agent of the Common Shares and Preferred Shares by registered or certified mail. If the Rights Agent shall resign or be removed or shall otherwise become incapable of acting, the Company shall appoint a successor to the Rights Agent. If the Company shall fail to make such appointment within a period of 30 days after giving notice of such removal or after it has been notified in writing of such resignation or incapacity by the resigning or incapacitated Rights Agent or by the holder of a Right Certificate (who shall, with such notice, submit such holder's Right Certificate for inspection by the Company), then the registered holder of any Right Certificate may apply to any court of competent jurisdiction for the appointment of a new Rights Agent. Any successor Rights Agent, whether appointed by the Company or by such a court, shall be (a) a corporation organized and doing business under the laws of the United States or of the State of Minnesota or New York (or of any other state of the United States so long as such corporation is authorized to do business as a banking institution in the State of Minnesota or New York), in good standing, having an office in the State of Minnesota or New York, which is authorized under

such laws to exercise corporate trust or stock transfer powers and is subject to supervision or examination by federal or state authority and which has or is a subsidiary of a corporation which has at the time of its appointment as Rights Agent a combined capital and surplus of at least \$50 million, or (b) an affiliate of a corporation described in clause (a) of this sentence. After appointment, the successor Rights Agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named as Rights Agent without further act or deed; but the predecessor Rights Agent shall deliver and transfer to the successor Rights Agent any property at the time held by it hereunder, and execute and deliver any further assurance, conveyance, act or deed necessary for the purpose. Not later than the effective date of any such appointment the Company shall file notice thereof in writing with the predecessor Rights Agent and each transfer agent of the Common Shares and Preferred Shares. Failure to give any notice provided for in this Section 21, however, or any defect therein, shall not affect the legality or validity of the resignation or removal of the Rights Agent or the appointment of the successor Rights Agent, as the case may be.

Section 22. Issuance of New Right Certificates. Notwithstanding any of the provisions of this Agreement or of the Rights to the contrary, the Company may, at its option, issue new Right Certificates evidencing Rights in such form as may be approved by its Board of Directors to reflect any adjustment or change in the Purchase Price and the number or kind or class of shares or other securities or property purchasable under the Right Certificates made in accordance with the provisions of this Agreement. In addition, in connection with the issuance or sale of Common Shares after the Distribution Date, the Company shall, with respect to Common Shares issued upon the exercise, conversion or exchange of securities hereinafter issued by the Company and outstanding on the Distribution Date, issue Rights Certificates representing the appropriate number of rights in connection with such issuance; provided, however, that (i) no such Rights Certificate shall be issued if, and to the extent that, the Company shall be advised by counsel that such issuance would create a significant risk of material adverse tax consequences to the Company or the Person to whom such Right Certificate would be issued, and (ii) no such Right Certificate shall be issued if, and to the extent that, appropriate adjustment shall otherwise have been made in lieu of the issuance thereof.

Section 23. Redemption.

(a) The Board of Directors of the Company may, at its option, at any time prior to such time as any Person becomes an Acquiring Person, redeem all but not less than all of the then outstanding Rights at a redemption price of \$0.01 per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date of this Agreement (such redemption price being hereinafter referred to as the "Redemption Price"). The redemption of the Rights by the Board of Directors may be made effective at such time and on such basis and with such conditions as the Board of Directors in its sole discretion may establish.

(b) Immediately upon the action of the Board of Directors of the Company ordering the redemption of the Rights pursuant to paragraph (a) of this Section 23, and without any further action and without any notice, the right to exercise the Rights will terminate and the only right thereafter of the holders of Rights shall be to receive the Redemption Price. The Company shall promptly give public notice of any such redemption; provided, however, that the failure to give, or any defect in, any such notice shall not affect the validity of such redemption. Within ten days after such action of the Board of Directors ordering the redemption of the Rights, the Company shall mail a notice of redemption to all the holders of the then outstanding Rights at their last addresses as they appear upon the registry books of the Rights Agent or, prior to the Distribution Date, on the registry books of the transfer agent for the Common Shares. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of redemption will state the method by which the payment of the Redemption Price will be made. Neither the Company nor any of its Affiliates or Associates may redeem, acquire or purchase for value any Rights at any time in any manner other than that specifically set forth in this Section 23 or in Section 24, and other than in connection with the purchase of Common Shares prior to the Distribution Date.

Section 24. Exchange.

(a) The Board of Directors of the Company may, at its option, at any time after any Person becomes an Acquiring Person, exchange all or part of the then outstanding and exercisable Rights (which shall not include Rights that have become void pursuant to the provisions of Section 11 (a)(ii)) for Common Shares at an exchange ratio of one Common Share per Right, appropriately adjusted to reflect any stock split, stock dividend or similar transaction occurring after the date of this Agreement (such exchange ratio being hereinafter referred to as the "Exchange Ratio"). Notwithstanding the foregoing, the Board of Directors shall not be empowered to effect such exchange at any time after any Person (other than an Exempt Person) together with all Affiliates and Associates of such Person, becomes the Beneficial Owner of 50% or more of the Common Shares then outstanding.

(b) Immediately upon the action of the Board of Directors of the Company ordering the exchange of any Rights pursuant to paragraph (a) of this Section 24 and without any further action and without any notice, the right to exercise such Rights shall terminate and the only right thereafter of a holder of such Rights shall be to receive that number of Common Shares equal to the number of such Rights held by such holder multiplied by the Exchange Ratio. The Company shall promptly give public notice of any such exchange; provided, however, that the failure to give, or any defect in, such notice shall not affect the validity of such exchange. The Company promptly shall mail a notice of any such exchange to all of the holders of such Rights at their last addresses as they appear upon the registry books of the Rights Agent. Any notice which is mailed in the manner herein provided shall be deemed given, whether or not the holder receives the notice. Each such notice of

exchange will state the method by which the exchange of the Common Shares for Rights will be effected and, in the event of any partial exchange, the number of Rights which will be exchanged. Any partial exchange shall be effected pro rata based on the number of outstanding and exercisable Rights (other than Rights which have become void pursuant to the provisions of Section 11(a)(ii)) held by each holder of Rights.

(c) In the event that there shall not be sufficient Common Shares issued but not outstanding or authorized but unissued and unreserved to permit any exchange of Rights as contemplated in accordance with this Section 24, the Company shall take all such action as may be necessary to authorize additional Common Shares for issuance upon exchange of the Rights. In the event the Company shall, after good faith effort, be unable to take all such action as may be necessary to authorize such additional Common Shares, the Company shall substitute, for each Common Share that would otherwise be issuable upon exchange of a Right, a number of Preferred Shares or fraction thereof such that the current per share market price of one Preferred Share multiplied by such number or fraction is equal to the current per share market price of one Common Share as of the date of issuance of such Preferred Shares or fraction thereof.

(d) The Company shall not be required to issue fractions of Common Shares or to distribute certificates which evidence fractional Common Shares. In lieu of such fractional Common Shares, the Company shall pay to the registered holders of the Right Certificates with regard to which such fractional Common Shares would otherwise be issuable an amount in cash equal to the same fraction of the current market value of a whole Common Share. For the purposes of this paragraph (d), the current market value of a whole Common Share shall be the closing price of a Common Share (as determined pursuant to the second sentence of Section 11(d)(i)) for the Trading Day immediately prior to the date of exchange pursuant to this Section 24.

Section 25. Notice of Certain Events.

(a) In case the Company shall propose at any time after the Distribution Date (i) to pay any dividend payable in stock of any class to the holders of its Preferred Shares or to make any other distribution to the holders of its Preferred Shares (other than a regular quarterly cash dividend), (ii) to offer to the holders of its Preferred Shares rights or warrants to subscribe for or to purchase any additional Preferred Shares or shares of stock of any class or any other securities, rights or options, (iii) to effect any reclassification of its Preferred Shares (other than a reclassification involving only the subdivision of outstanding Preferred Shares), (iv) to effect any consolidation or merger into or with, or to effect any sale or other transfer (or to permit one or more of its Subsidiaries to effect any sale or other transfer), in one or more transactions, of 50% or more of the assets or earning power of the Company and its Subsidiaries (taken as a whole) to, any other Person, (v) to effect any statutory share exchange with the outstanding Common Shares of the

Company being exchanged for stock or other securities of any other corporation or cash or other property, (vi) to effect the liquidation, dissolution or winding up of the Company or (vii) to declare or pay any dividend on the Common Shares payable in Common Shares or to effect a subdivision, combination or consolidation of the Common Shares (by reclassification or otherwise than by payment of dividends in Common Shares), then, in each such case, the Company shall give to each holder of a Right Certificate, in accordance with Section 26, a notice of such proposed action, which shall specify the record date for the purposes of such stock dividend, or distribution of rights or warrants, or the date on which such reclassification, consolidation, merger, sale, transfer, liquidation, dissolution or winding up is to take place and the date of participation therein by the holders of the Common Shares and/or Preferred Shares, if any such date is to be fixed, and such notice shall be so given in the case of any action covered by clause (i) or (ii) of this paragraph at least ten days prior to the record date for determining holders of the Preferred Shares for purposes of such action, and in the case of any such other action, at least ten days prior to the date of the taking of such proposed action or the date of participation therein by the holders of the Common Shares and/or Preferred Shares, whichever shall be the earlier.

(b) In case the event set forth in Section 11(a)(ii) shall occur, then the Company shall as soon as practicable thereafter give to each holder of a Right Certificate, in accordance with Section 26, a notice of the occurrence of such event, which notice shall describe such event and the consequences of such event to holders of Rights under Section 11(a)(ii).

Section 26. Notices. Notices or demands authorized by this Agreement to be given or made by the Rights Agent or by the holder of any Right Certificate to or on the Company shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Rights Agent) as follows:

C.H. Robinson Worldwide, Inc.
8100 South Mitchell Road
Suite 200
Eden Prairie, MN 55344-2248

Subject to the provisions of Section 21, any notice or demand authorized by this Agreement to be given or made by the Company or by the holder of any Right Certificate to or on the Rights Agent shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed (until another address is filed in writing with the Company) as follows:

Norwest Bank Minnesota, National Association Attention: Shareholder Services 161 North Concord Exchange
South St. Paul, MN 55075-0738

Notices or demands authorized by this Agreement to be given or made by the Company or the Rights Agent to the holder of any Right Certificate shall be sufficiently given or made if sent by first-class mail, postage prepaid, addressed to such holder at the address of such holder as shown on the registry books of the Company.

Section 27. Supplements and Amendments. The Company may from time to time supplement or amend this Agreement without the approval of any holders of Right Certificates in order (i) to extend the Final Expiration Date or, provided that at the time of such amendment no Person has become an Acquiring Person, the period during which the Rights may be redeemed, (ii) to cure any ambiguity, to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions of this Agreement, (iii) prior to the time that any Person becomes an Acquiring Person, to otherwise change or supplement any provision in this Agreement in any manner which the Company may deem necessary or desirable, or (iv) subject to clause (i) of this Section 27, from and after the time that any Person becomes an Acquiring Person, to otherwise change or supplement any provision in this Agreement in any manner which the Company may deem necessary or desirable and which shall not adversely affect the interests of the holders of Right Certificates (other than an Acquiring Person or an Affiliate or Associate of an Acquiring Person).

Section 28. Successors. All the covenants and provisions of this Agreement by or for the benefit of the Company or the Rights Agent shall bind and inure to the benefit of their respective successors and assigns hereunder.

Section 29. Benefits of this Agreement. Nothing in this Agreement shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, the Common Shares) any legal or equitable right, remedy or claim under this Agreement; but this Agreement shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Right Certificates (and, prior to the Distribution Date, the Common Shares).

Section 30. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Section 31. Governing Law. This Agreement and each Right Certificate issued hereunder shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.

Section 32. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 33. Descriptive Headings. Descriptive headings of the several Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

Section 34. Effectiveness. This Agreement is intended to give effect to and to be effective upon the merger of C.H. Robinson, Inc., a Minnesota corporation, with and into the Company. If such merger has not become effective by the close of business on December 31, 1997, this Agreement shall be null and void.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, all as of the day and year first above written.

C.H. ROBINSON WORLDWIDE, INC.

By /s/Owen P. Gleason

Its Vice President

**NORWEST BANK MINNESOTA,
NATIONAL ASSOCIATION**

By /s/Beatrice L. Huston

Its Vice President

Exhibit A

**CERTIFICATE OF DESIGNATIONS
OF
SERIES A JUNIOR PARTICIPATING PREFERRED STOCK
OF
C.H. ROBINSON WORLDWIDE, INC.**

The undersigned hereby certifies that the Board of Directors of C.H. Robinson Worldwide, Inc. (the "Corporation"), a corporation organized and existing under the Delaware General Corporation Law, duly adopted the following resolution on August 14, 1997:

RESOLVED, that a series of preferred stock of the Corporation is hereby created, and the designation and amount thereof and the relative rights and preferences of the shares of such series, are as follows:

Section 1. Designation and Amount. The shares of such series shall be designated as "Series A Junior Participating Preferred Stock" (the "Preferred Shares") and the number of shares constituting the Preferred Shares shall be 1,300,000. Such number of shares may be increased or decreased by resolution of the Board of Directors and any necessary stockholder approval; provided, however, that no decrease shall reduce the number of shares of Preferred Shares to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, rights or warrants or upon the conversion of any outstanding securities issued by the Corporation convertible into Preferred Shares.

Section 2. Dividends and Distributions.

(a) Subject to the rights of the holders of any shares of any series of preferred stock (or any similar stock) ranking prior and superior to the Preferred Shares with respect to dividends, the holders of Preferred Shares, in preference to the holders of Common Stock, par value \$.10 (the "Common Stock"), of the Corporation, and of any other junior stock, shall be entitled to receive, when, as and if declared by the Board of Directors out of funds legally available for the purpose, quarterly dividends payable in cash on the first day of March, June, September and December in each year (each such date being referred to herein as a "Quarterly Dividend Payment Date"), commencing on the first Quarterly Dividend Payment Date after the first issuance of a share or fraction of a share of Preferred Shares, in an amount per share (rounded to the nearest cent) equal to the greater of (i) \$1.00 or (ii) subject to the provision for adjustment hereinafter set forth, 100 times the aggregate per share amount of all cash dividends, and 100 times the aggregate per share

amount (payable in kind) of all non-cash dividends or other distributions, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise), declared on the Common Stock since the immediately preceding Quarterly Dividend Payment Date or, with respect to the first Quarterly Dividend Payment Date, since the first issuance of any share or fraction of a share of Preferred Shares. In the event the Corporation shall at any time after the business day prior to the Company's initial public offering ("Record Date"), declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount to which holders of shares of Preferred Shares were entitled immediately prior to such event under clause (ii) of the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) The Corporation shall declare a dividend or distribution on the Preferred Shares as provided in paragraph (a) of this Section immediately after it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock or a subdivision of the outstanding Common Stock); provided that, in the event no dividend or distribution shall have been declared on the Common Stock during the period between any Quarterly Dividend Payment Date and the next subsequent Quarterly Dividend Payment Date, a dividend of \$1.00 per share on the Preferred Shares shall nevertheless be payable, out of funds legally available for such purpose, on such subsequent Quarterly Dividend Payment Date.

(c) Dividends shall begin to accrue and be cumulative on outstanding shares of Preferred Shares from their date of issue. Accrued but unpaid dividends shall not bear interest. Dividends paid on the shares of Preferred Shares in an amount less than the total amount of such dividends at the time accrued and payable on such shares shall be allocated pro rata on a share-by-share basis among all such shares at the time outstanding. The Board of Directors may fix a record date for the determination of holders of Preferred Shares entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

Section 3. Voting Rights.

(a) Subject to the provision for adjustment hereinafter set forth, each Preferred Share shall entitle the holder thereof to 100 votes on all matters submitted to a vote of the stockholders of the Corporation. In the event the Corporation shall at any time after the Record Date, declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or

consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the number of votes per share to which holders of shares of Preferred Shares were entitled immediately prior to such event shall be adjusted by multiplying such number by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

(b) Except as otherwise provided herein or by law, the holders of Preferred Shares and the holders of Common Stock and any other capital stock of the Corporation having general voting rights shall vote together as one class on all matters submitted to a vote of stockholders of the Corporation.

(c) Except as set forth herein or required by law, holders of Preferred Shares shall have no special voting rights and their consent shall not be required (except to the extent they are entitled to vote with holders of Common Stock as set forth herein) for taking any corporate action.

Section 4. Certain Restrictions.

(a) Whenever quarterly dividends or other dividends or distributions payable on the Preferred Shares as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Preferred Shares outstanding shall have been paid in full, the Corporation shall not:

(i) declare or pay dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Preferred Shares;

(ii) declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Preferred Shares, except dividends paid ratably on the Preferred Shares and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled;

(iii) redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Preferred Shares; provided, however, that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Preferred Shares; or

(iv) redeem or purchase or otherwise acquire for consideration any Preferred Shares, or any stock ranking on a parity with the Preferred Shares, except in accordance with a purchase offer made in writing or by publication (as determined by the Board of Directors) to all holders of such shares upon such terms as the Board of Directors, after consideration of the respective annual dividend rates and other relative rights and preferences of the respective series and classes, shall determine in good faith will result in fair and equitable treatment among the respective series or classes.

(b) The Corporation shall not permit any subsidiary of the Corporation to purchase or otherwise acquire for consideration any shares of stock of the Corporation unless the Corporation could, under paragraph (a) of this Section 4, purchase or otherwise acquire such shares at such time and in such manner.

Section 5. Reacquired Shares. Any Preferred Shares purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. All such shares shall upon their cancellation become authorized but unissued shares of preferred stock and may be reissued as part of a new series of preferred stock subject to the conditions and restrictions on issuance set forth herein, in the Certificate of Incorporation, or in any other certificate of designation creating a series of preferred stock or any similar stock or as otherwise required by law.

Section 6. Liquidation, Dissolution or Winding Up. Upon any liquidation, dissolution or winding up of the Corporation, no distribution shall be made (1) to the holders of shares of stock ranking junior (either as to dividends or upon liquidation, dissolution or winding up) to the Preferred Shares unless, prior thereto, the holders of Preferred Shares shall have received the greater of (i) \$100 per share, plus an amount equal to accrued and unpaid dividends and distributions thereon, whether or not declared, to the date of such payment, or (ii) an aggregate amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount to be distributed per share to holders of Common Stock, or (2) to the holders of stock ranking on a parity (either as to dividends or upon liquidation, dissolution or winding up) with the Preferred Shares, except distributions made ratably on the Preferred Shares and all such parity stock in proportion to the total amounts to which the holders of all such shares are entitled upon such liquidation, dissolution or winding up. In the event the Corporation shall at any time after the Record Date declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the aggregate amount to which holders of shares of Preferred Shares were entitled immediately prior to such event under clause (1)(ii) of the preceding sentence shall be adjusted by multiplying such amount by a fraction the numerator of which is the number of shares of Common Stock outstanding immediately after

such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 7. Consolidation, Merger, etc. In case the Corporation shall enter into any consolidation, merger, combination or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property, then in any such case each share of Preferred Shares shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to 100 times the aggregate amount of stock, securities, cash and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time after the Record Date declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Preferred Shares shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

Section 8. No Redemption. The Preferred Shares shall not be redeemable.

Section 9. Rank. The Preferred Shares shall rank, with respect to the payment of dividends and the distribution of assets, junior to any other class of the Corporation's Preferred Stock.

Section 10. Fractional Shares. Preferred Shares may be issued in fractions of a share which are integral multiples of one one-hundredth of a share which shall entitle the holder, in proportion to such holder's fractional shares, to receive dividends, participate in distributions and to have the benefit of all other rights of holders of Preferred Shares.

Section 11. Amendment. The Certificate of Incorporation of the Corporation shall not be amended in any manner which would materially alter or change the powers, preferences or rights of the Preferred Shares so as to affect them adversely without the affirmative vote of the holders of at least two-thirds of the outstanding shares of Preferred Shares, voting together as a single class.

IN WITNESS WHEREOF, I have subscribed my name this _____ day of _____, 1997.

C.H. ROBINSON WORLDWIDE, INC.

By

[Name and Title]

Exhibit B

FORM OF RIGHT CERTIFICATES

Certificate No. R-_____ Rights

NOT EXERCISABLE AFTER OCTOBER 1, 2007 OR EARLIER IF REDEMPTION OR EXCHANGE OCCURS. THE RIGHTS ARE SUBJECT TO REDEMPTION AT \$0.01 PER RIGHT (SUBJECT TO ADJUSTMENT) AND TO EXCHANGE ON THE TERMS SET FORTH IN THE RIGHTS AGREEMENT. UNDER CERTAIN CIRCUMSTANCES SET FORTH IN THE RIGHTS AGREEMENT, RIGHTS BENEFICIALLY OWNED BY A PERSON WHO IS, WAS OR BECOMES AN ACQUIRING PERSON OR AN AFFILIATE OR ASSOCIATE OF AN ACQUIRING PERSON (AS SUCH TERMS ARE DEFINED IN THE RIGHTS AGREEMENT) AND SUBSEQUENT HOLDERS OF SUCH RIGHTS MAY BECOME NULL AND VOID.

RIGHT CERTIFICATE

C.H. ROBINSON WORLDWIDE, INC.

This certifies that _____ or registered assigns, is the registered owner of the number of Rights set forth above, each of which entitles the owner thereof, subject to the terms, provisions and conditions of the Rights Agreement, dated as of October 1, 1997 (the "Rights Agreement"), between C.H. Robinson Worldwide, Inc., a Delaware corporation (the "Company"), and Norwest Bank Minnesota, National Association (the "Rights Agent"), to purchase from the Company at any time after the Distribution Date (as such term is defined in the Rights Agreement) and prior to 5:00 P.M., Minneapolis time, on October 1, 2007, at the office or offices of the Rights Agent designated for such purpose, or of its successor as Rights Agent, one one-hundredth of a fully paid non-assessable share of Series A Junior Participating Preferred Stock, par value \$1.00 per share (the "Preferred Shares"), of the Company, at a purchase price of \$100.00 (the "Purchase Price"), upon presentation and surrender of this Right Certificate with the Form of Election to Purchase duly executed. The number of Rights evidenced by this Right Certificate (and the number of one one-hundredths of a Preferred Share which may be purchased upon exercise hereof) set forth above, and the Purchase Price set forth above, are the number and Purchase Price as of the [insert appropriate date], based on the Preferred Shares as constituted at such date. As provided in the Rights Agreement, the Purchase Price and the number of one one-hundredths of a Preferred Share which may be purchased upon the exercise of the Rights evidenced

by this Right Certificate are subject to modification and adjustment upon the happening of certain events.

This Right Certificate is subject to all of the terms, provisions and conditions of the Rights Agreement, which terms, provisions and conditions are hereby incorporated herein by reference and made a part hereof and to which Rights Agreement reference is hereby made for a full description of the rights, limitations of rights, obligations, duties and immunities hereunder of the Rights Agent, the Company and the holders of the Right Certificates. Copies of the Rights Agreement are on file at the principal executive offices of the Company and the office or offices of the Rights Agent and will be mailed without charge by the Company or the Rights Agent to the holder of this certificate promptly following receipt by the Company or the Rights Agent of a written request therefor.

From and after the date that any Person becomes an Acquiring Person, any Rights that are or were acquired or beneficially owned by any Acquiring Person (or any Associate or Affiliate of such Acquiring Person) (as such terms are defined in the Rights Agreement) shall be void and any holder of such Rights shall thereafter have no right to exercise such Rights under any provision of this Agreement.

This Right Certificate, with or without other Right Certificates, upon surrender at the office or offices of the Rights Agent designated for such purpose, may be exchanged for another Right Certificate or Right Certificates of like tenor and date evidencing Rights entitling the holder to purchase a like aggregate number of Preferred Shares as the Rights evidenced by the Right Certificate or Right Certificates surrendered shall have entitled such holder to purchase. If this Right Certificate shall be exercised in part, the holder shall be entitled to receive upon surrender hereof another Right Certificate or Right Certificates for the number of whole Rights not exercised.

Subject to the provisions of the Rights Agreement, the Rights evidenced by this certificate (i) may, but are not required to, be redeemed by the Company at a redemption price of \$0.01 per Right, subject to adjustment as provided in the Rights Agreement, and (ii) may, but are not required to, be exchanged by the Company in whole or in part for Common Shares.

No fractional Preferred Shares will be issued upon the exercise of any Right or Rights evidenced hereby (other than fractions which are integral multiples of one one-hundredth of a Preferred Share, which may, at the election of the Company, be evidenced by depositary receipts), but in lieu thereof a cash payment will be made, as provided in the Rights Agreement.

No holder of this Right Certificate shall be entitled to vote or receive dividends or be deemed for any purpose the holder of the Preferred Shares or of any other securities of the Company which may at any time be issuable on the exercise hereof, nor shall anything contained in the Rights Agreement or herein be

construed to confer upon the holder hereof, as such, any of the rights of a stockholder of the Company or any right to vote for the election of directors or upon any matter submitted to stockholders at any meeting thereof, or to give or withhold consent to any corporate action, or to receive notice of meetings or other actions affecting stockholders (except as provided in the Rights Agreement), or to receive dividends or subscription rights, or otherwise, until the Right or Rights evidenced by this Right Certificate shall have been exercised as provided in the Rights Agreement.

This Right Certificate shall not be valid or obligatory for any purpose until it shall have been countersigned by the Rights Agent.

WITNESS the manual or facsimile signature of the proper officer of the Company.

Dated:

C.H. ROBINSON WORLDWIDE, INC.

By

[Name and Title]

Countersigned for purposes
of authentication only:

NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION

By

Authorized Signature

Form of Reverse Side of Right Certificate

FORM OF ASSIGNMENT

(To be executed by the registered holder if such holder desires to transfer the Right Certificate.)

FOR VALUE RECEIVED, _____ hereby sells, assigns and transfers unto _____ (print name of transferee)
_____ (print address of transferee) this Right Certificate, together with all right, title and interest therein, and does hereby
irrevocably constitute and appoint _____ Attorney, to transfer the within Right Certificate on the books of the within-named
Company, with full power of substitution.

Please insert social security
number taxpayer identification
number or other identifying number: _____

Dated: _____

Signature

Signature Guaranteed: _____

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

Form of Reverse Side of Right Certificate--continued

FORM OF ELECTION TO PURCHASE

(To be executed if holder desires to exercise the Right Certificate.)

To: C.H. Robinson Worldwide, Inc.

The undersigned hereby irrevocably elects to exercise _____ Rights represented by this Right Certificate to purchase the Preferred Shares issuable upon the exercise of such Rights and requests that certificates for such Preferred Shares be issued in the name of:

Please insert social security
number, taxpayer identification
number or other identifying number:

(Please print name and address)

If such number of Rights shall not be all the Rights evidenced by this Right Certificate, a new Right Certificate for the balance remaining of such Rights shall be registered in the name of and delivered to:

Please insert social security,
taxpayer identification
or other identifying number:

(Please print name and address)

Dated:

Signature

Signature Guaranteed:

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

Exhibit C

C.H. ROBINSON WORLDWIDE, INC.

SUMMARY OF RIGHTS TO PURCHASE PREFERRED SHARES

The Board of Directors of C.H. Robinson Worldwide, Inc. (the "Company"), declared a dividend of one preferred share purchase right (a "Right") per share for each outstanding share of Common Stock, par value \$.10 (the "Common Shares"), of the Company. The dividend is payable to stockholders of record on [insert appropriate date] (the "Record Date").

Each Right entitles the registered holder to purchase from the Company one one-hundredth of a share of Series A Junior Participating Preferred Stock, par value \$1.00 (the "Preferred Shares"), of the Company at a price of \$100.00 per one-hundredth of a Preferred Share (the "Purchase Price"), subject to adjustment. The description and terms of the Rights are set forth in a Rights Agreement (the "Rights Agreement"), dated as of October 1, 1997, between the Company and Norwest Bank Minnesota, National Association, as Rights Agent (the "Rights Agent").

Initially, the Rights will be evidenced by the certificates representing Common Shares then outstanding and no separate Right Certificates will be distributed. The Rights will separate from the Common Shares, and a Distribution Date for the Rights will occur, upon the earlier of: (i) the first date of public announcement that a person or group of affiliated or associated persons has become an "Acquiring Person" (i.e., has become the beneficial owner of 15% or more of the outstanding Common Shares (other than as a result of a Permitted Offer and subject to certain exceptions)) and (ii) the close of business on the 10th day following the commencement or public announcement of a tender offer or exchange offer, the consummation of which would result in a person or group of affiliated or associated persons becoming an Acquiring Person.

A "Permitted Offer" is a tender offer or an exchange offer for all outstanding Common Shares of the Company determined by the Board of Directors of the Company, after receiving such advice as it deems necessary and giving due consideration to all relevant factors, to be in the best interests of the Company and its stockholders.

Until the Distribution Date, (i) the Rights will be evidenced by the Common Share certificates and will be transferred with and only with the Common Shares, (ii) new Common Share certificates issued after the Record Date upon transfer or new issuance of the Common Shares will contain a notation incorporating the Rights Agreement by reference, and (iii) the surrender for transfer of any Common

Share certificate, even without such notation or a copy of this Summary of Rights attached thereto, will also constitute the transfer of the Rights associated with the Common Shares represented by such certificate.

As promptly as practicable following the Distribution Date, separate certificates evidencing the Rights ("Right Certificates") will be mailed to holders of record of the Common Shares as of the close of business on the Distribution Date, and such separate Right Certificates alone will evidence the Rights.

The Rights are not exercisable until the Distribution Date. The Rights will expire on October 1, 2007, unless extended or earlier redeemed or exchanged by the Company as described below. No fraction of a Preferred Share (other than fractions in integral multiples of one one-hundredth of a share) will be issued and, in lieu thereof, an adjustment in cash will be made based on the closing price on the last trading date prior to the date of exercise.

The Purchase Price payable and the number of Preferred Shares issuable upon exercise of the Rights are subject to adjustment from time to time to prevent dilution: (i) in the event of a stock dividend on, or a subdivision, combination or reclassification of, the Preferred Shares, (ii) upon the grant to holders of the Preferred Shares of certain rights, options or warrants to subscribe for or purchase Preferred Shares or convertible securities at less than the then current market price of the Preferred Shares or (iii) upon the distribution to holders of the Preferred Shares of evidences of indebtedness or assets (excluding regular periodic cash dividends or dividends payable in Preferred Shares) or of subscription rights or warrants (other than those described in clause (ii) of this paragraph). With certain exceptions, no adjustment in the Purchase Price will be required until cumulative adjustments require an adjustment of at least 1% in the Purchase Price. The number of outstanding Rights and the number of Preferred Shares issuable upon exercise of the Rights are also subject to adjustment in the event of a stock split of the Common Shares or a stock dividend on the Common Shares payable in Common Shares or subdivisions, consolidations or combinations of the Common Shares occurring, in any such case, prior to the Distribution Date.

Preferred Shares purchasable upon exercise of the Rights will not be redeemable. Each Preferred Share will be entitled to a minimum preferential quarterly dividend payment of \$1.00 per share but will be entitled to an aggregate dividend of 100 times the dividend declared per Common Share. In the event of liquidation, the holders of the Preferred Shares will be entitled to a minimum preferential liquidation payment of \$100.00 per share but will be entitled to an aggregate payment of 100 times the payment made per Common Share. Each Preferred Share will have 100 votes, voting together with the Common Shares. Finally, in the event of any merger, consolidation or other transaction in which Common Shares are exchanged, each Preferred Share will be entitled to receive 100 times the amount received per Common Share. These rights are subject to

adjustment in the event of a stock dividend on the Common Shares or a subdivision, combination or consolidation of the Common Shares.

In the event any Person becomes an Acquiring Person, each holder of a Right shall thereafter have a right to receive, upon exercise thereof at the then current aggregate exercise price, in lieu of Preferred Shares, such number of Common Shares of the Company having a current aggregate market price equal to twice the current aggregate exercise price. In the event that at any time after there is an Acquiring Person the Company is acquired in certain mergers or other business combination transactions or 50% or more of the assets or earning power of the Company and its subsidiaries (taken as a whole) are sold, holders of the Rights will thereafter have the Right to receive, upon exercise thereof at the then current aggregate exercise price, such number of Common Shares of the acquiring company (or, in certain cases, one of its affiliates) having a current aggregate market price equal to twice the current aggregate exercise price.

At any time after a Person becomes an Acquiring Person (subject to certain exceptions), and prior to the acquisition by a Person of 50% or more of the outstanding Common Shares, the Board of Directors of the Company may exchange all or part of the Rights for Common Shares at an exchange ratio of one Common Share per right, subject to adjustment.

At any time before a Person has become an Acquiring Person, the Board of Directors of the Company may redeem the Rights in whole, but not in part, at a price of \$0.01 per Right (the "Redemption Price"), subject to adjustment. The redemption of the Rights may be made effective at such time, on such basis and with such conditions as the Board of Directors in its sole discretion may establish.

Until a Right is exercised, the holder thereof, as such, will have no rights as a stockholder of the Company, including without limitation, the right to vote or to receive dividends.

A copy of the Rights Agreement is available free of charge from the Company by contacting the Secretary, C.H. Robinson Worldwide, Inc., 8100 South Mitchell Road, Suite 200, Eden Prairie, MN 55344-2248. This summary description of the Rights does not purport to be complete and is qualified in its entirety by reference to the Rights Agreement, which is hereby incorporated herein by reference.

MINNEAPOLIS	DORSEY & WHITNEY LLP	NEW YORK
WASHINGTON, D.C.	PILLSBURY CENTER SOUTH	DENVER
LONDON	220 SOUTH SIXTH STREET	SEATTLE
BRUSSELS	MINNEAPOLIS, MINNESOTA 55402-1498	FARGO
HONG KONG	Telephone: (612) 340-2600	BILLINGS
DES MOINES	Fax: (612) 340-2868	MISSOULA
ROCHESTER		GREAT FALLS
COSTA MESA		

October 9, 1997

C.H. Robinson Worldwide, Inc.
8100 South Mitchell Road
Suite 200
Eden Prairie, MN 55344-2248

Re: Registration Statement on Form S-1 File No. 333-33731

Ladies and Gentlemen:

We have acted as counsel to C.H. Robinson Worldwide, Inc., a Delaware corporation (the "Company"), in connection with a Registration Statement on Form S-1 (the "Registration Statement") relating to the sale by the Company of up to 12,165,155 shares of common stock of the Company, par value \$.10 per share (the "Common Stock"), and the associated Preferred Share Purchase Rights (the "Rights").

We have examined such documents and have reviewed such questions of law as we have considered necessary and appropriate for the purposes of our opinions set forth below. In rendering our opinions set forth below, we have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures and the conformity to authentic originals of all documents submitted to us as copies. We have also assumed the legal capacity for all purposes relevant hereto of all natural persons and, with respect to all parties to agreements or instruments relevant hereto other than the Company, that such parties had the requisite power and authority (corporate or otherwise) to execute, deliver and perform such agreements or instruments, that such agreements or instruments have been duly authorized by all requisite action (corporate or otherwise), executed and delivered by such parties and that such agreements or instruments are the valid, binding and enforceable obligations of such parties. As to questions of fact material to our opinions, we have relied upon certificates of officers of the Company and of public officials.

October 9, 1997

Based on the foregoing, we are of the opinion that the Common Stock and the Rights have been duly authorized by all requisite corporate action, and upon issuance, delivery and payment therefor as described in the Registration Statement, will be, in the case of the Common Stock, validly issued, fully paid and nonassessable and, in the case of the Rights, valid and legally binding obligations of the Company.

Our opinions expressed above are limited to the Delaware General Corporation Law and the laws of Minnesota.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement, and to the reference to our firm under the caption "Legal Matters" in the Prospectus constituting part of the Registration Statement.

Very truly yours,

/s/ Dorsey & Whitney LLP

WBP/law

Exhibit 10.4

C.H. ROBINSON WORLDWIDE, INC. 1997 OMNIBUS STOCK PLAN

Section 1. Purpose.

The purpose of the Plan is to promote the interests of the Company and its stockholders by aiding the Company in attracting, retaining and incentivizing employees, officers, consultants, independent contractors and non- employee directors.

Section 2. Definitions.

As used in the Plan, the following terms shall have the meanings set forth below:

- (a) "Affiliate" shall mean (i) any entity that, directly or indirectly through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, in each case as determined by the Committee.
- (b) "Award" shall mean any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Award, Dividend Equivalent, Other Stock Grant or Other Stock-Based Award granted under the Plan.
- (c) "Award Agreement" shall mean any written agreement, contract or other instrument or document evidencing any Award granted under the Plan.
- (d) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.
- (e) "Committee" shall mean either the Board of Directors of the Company or a committee of the Board of Directors appointed by the Board of Directors to administer the Plan. The Company expects to have the Plan administered in accordance with the requirements for the award of "qualified performance-based compensation" within the meaning of Section 162(m) of the Code.
- (f) "Company" shall mean C.H. Robinson Worldwide, Inc., a Delaware corporation, and any successor corporation.
- (g) "Dividend Equivalent" shall mean any right granted under Section 6(e) of the Plan.

(h) "Eligible Person" shall mean any employee, officer, consultant, independent contractor or director providing services to the Company or any Affiliate whom the Committee determines to be an Eligible Person.

(i) "Fair Market Value" shall mean, with respect to any property (including, without limitation, any Shares or other securities), the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Committee. Notwithstanding the foregoing, unless otherwise determined by the Committee, the Fair Market Value of Shares on a given date for purposes of the Plan shall not be less than (i) the closing price as reported for composite transactions, if the Shares are then listed on a national securities exchange, (ii) the last sale price, if the Shares are then quoted on the Nasdaq National Market or (iii) the average of the closing representative bid and asked prices of the Shares in all other cases, on the date as of which fair market value is being determined. If on a given date the Shares are not traded in an established securities market, the Committee shall make a good faith attempt to satisfy the requirements of this clause and in connection therewith shall take such action as it deems necessary or advisable.

(j) "Incentive Stock Option" shall mean an option granted under Section 6(a) of the Plan that is intended to meet the requirements of Section 422 of the Code or any successor provision.

(k) "Non-Qualified Stock Option" shall mean an option granted under Section 6(a) of the Plan that is not intended to be an Incentive Stock Option.

(l) "Option" shall mean an Incentive Stock Option or a Non-Qualified Stock Option, and shall include Reload Options.

(m) "Other Stock Grant" shall mean any right granted under Section 6(f) of the Plan.

(n) "Other Stock-Based Award" shall mean any right granted under Section 6(g) of the Plan.

(o) "Participant" shall mean an Eligible Person designated to be granted an Award under the Plan.

(p) "Performance Award" shall mean any right granted under Section 6(d) of the Plan.

(q) "Person" shall mean any individual, corporation, partnership, association or trust.

(r) "Plan" shall mean the C.H. Robinson Worldwide, Inc. 1997 Omnibus Stock Plan, as amended from time to time.

(s) "Reload Option" shall mean any Option granted under Section 6(a)(iv) of the Plan.

(t) "Restricted Stock" shall mean any Shares granted under Section 6(c) of the Plan.

(u) "Restricted Stock Unit" shall mean any unit granted under Section 6(c) of the Plan evidencing the right to receive a Share (or a cash payment equal to the Fair Market Value of a Share) at some future date.

(v) "Shares" shall mean shares of Common Stock, \$0.10 par value, of the Company or such other securities or property as may become subject to Awards pursuant to an adjustment made under Section 4(c) of the Plan.

(w) "Stock Appreciation Right" shall mean any right granted under Section 6(b) of the Plan.

Section 3. Administration.

(a) Power and Authority of the Committee. The Plan shall be administered by the Committee. Subject to the express provisions of the Plan and to applicable law, the Committee shall have full power and authority to: (i) designate Participants; (ii) determine the type or types of Awards to be granted to each Participant under the Plan; (iii) determine the number of Shares to be covered by (or with respect to which payments, rights or other matters are to be calculated in connection with) each Award; (iv) determine the terms and conditions of any Award or Award Agreement; (v) amend the terms and conditions of any Award or Award Agreement and accelerate the exercisability of Options or the lapse of restrictions relating to Restricted Stock, Restricted Stock Units or other Awards; (vi) determine whether, to what extent and under what circumstances Awards may be exercised in cash, Shares, other securities, other Awards or other property, or canceled, forfeited or suspended; (vii) determine whether, to what extent and under what circumstances cash, Shares, other securities, other Awards, other property and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or the Committee; (viii) interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan; (ix) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Plan; and (x) make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan. Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations and other decisions under or with

respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time and shall be final, conclusive and binding upon any Participant, any holder or beneficiary of any Award.

(b) Delegation. The Committee may delegate its powers and duties under the Plan to one or more officers of the Company or any Affiliate or a committee of such officers, subject to such terms, conditions and limitations as the Committee may establish in its sole discretion.

Section 4. Shares Available for Awards.

(a) Shares Available. Subject to adjustment as provided in Section

4(c), the aggregate number of Shares that may be issued under all Awards under the Plan shall be 2,000,000. Shares to be issued under the Plan may be either Shares held in treasury or newly issued. If any Shares covered by an Award or to which an Award relates are not purchased or are forfeited, or if an Award otherwise terminates without delivery of any Shares, then the number of Shares counted against the aggregate number of Shares available under the Plan with respect to such Award, to the extent of any such forfeiture or termination, shall again be available for granting Awards under the Plan. Notwithstanding the foregoing, the number of Shares available for granting Incentive Stock Options under the Plan shall not exceed 2,000,000, subject to adjustment as provided in the Plan and Section 422 or 424 of the Code or any successor provision.

(b) Accounting for Awards. For purposes of this Section 4, if an Award entitles the holder thereof to receive or purchase Shares, the number of Shares covered by such Award or to which such Award relates shall be counted on the date of grant of such Award against the aggregate number of Shares available for granting Awards under the Plan.

(c) Adjustments. In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or other property) that thereafter may be made the subject of Awards, (ii) the number and type of Shares (or other securities or other property) subject to outstanding Awards and (iii) the purchase or exercise price with respect to any

Award; provided, however, that the number of Shares covered by any Award or to which such Award relates shall always be a whole number.

(d) Award Limitations Under the Plan. No Eligible Person may be granted any Award or Awards under the Plan, the value of which Awards is based solely on an increase in the value of the Shares after the date of grant of such Awards, for more than 500,000 Shares (subject to adjustment as provided for in

Section 4(c)), in the aggregate in any calendar year. The foregoing annual limitation specifically includes the grant of any Awards representing "qualified performance-based compensation" within the meaning of Section 162(m) of the Code.

Section 5. Eligibility.

Any Eligible Person of the Company or any Affiliate, shall be eligible to be designated a Participant. In determining which Eligible Persons shall receive an Award and the terms of any Award, the Committee may take into account the nature of the services rendered by the respective Eligible Persons, their present and potential contributions to the success of the Company or such other factors as the Committee, in its discretion, shall deem relevant.

Notwithstanding the foregoing, an Incentive Stock Option may only be granted to full or part-time employees (which term as used herein includes, without limitation, officers and directors who are also employees), and an Incentive Stock Option shall not be granted to an employee of an Affiliate unless such Affiliate is also a "subsidiary corporation" of the Company within the meaning of Section 424(f) of the Code or any successor provision.

Section 6. Awards.

(a) Options. The Committee is hereby authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

(i) Exercise Price. The purchase price per Share purchasable under an Option shall be determined by the Committee; provided, however, that the purchase price of an Incentive Stock Option shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option.

(ii) Option Term. The term of each Option shall be fixed by the Committee.

(iii) Time and Method of Exercise. The Committee shall determine the time or times at which an Option may be exercised in whole or in part and the method or methods by which, and the form or forms (including, without limitation, cash, Shares, other securities, other Awards or other

property, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price) in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

(iv) Reload Options. The Committee may grant Reload Options, separately or together with another Option, pursuant to which, subject to the terms and conditions established by the Committee, the Participant would be granted a new Option when the payment of the exercise price of a previously granted option is made by the delivery of Shares owned by the Participant pursuant to Section 6(a)(iii) hereof or the relevant provisions of another plan of the Company, and/or when Shares are tendered or forfeited as payment of the amount to be withheld under applicable income tax laws in connection with the exercise of an Option, which new Option would be an Option to purchase the number of Shares not exceeding the sum of (A) the number of Shares so provided as consideration upon the exercise of the previously granted option to which such Reload Option relates and (B) the number of Shares, if any, tendered or withheld as payment of the amount to be withheld under applicable tax laws in connection with the exercise of the option to which such Reload Option relates pursuant to the relevant provisions of the plan or agreement relating to such option. Reload Options may be granted with respect to Options previously granted under the Plan or any other stock option plan of the Company, and may be granted in connection with any Option granted under the Plan or any other stock option plan of the Company at the time of such grant. Such Reload Options shall have a per share exercise price equal to the Fair Market Value as of the date of grant of the new Option. Any Reload Option shall be subject to availability of sufficient Shares for grant under the Plan. Shares surrendered as part or all of the exercise price of the Option to which it relates that have been owned by the optionee less than six months will not be counted for purposes of determining the number of Shares that may be purchased pursuant to a Reload Option.

(b) Stock Appreciation Rights. The Committee is hereby authorized to grant Stock Appreciation Rights to Participants subject to the terms of the Plan and any applicable Award Agreement. A Stock Appreciation Right granted under the Plan shall confer on the holder thereof a right to receive upon exercise thereof the excess of (i) the Fair Market Value of one Share on the date of exercise (or, if the Committee shall so determine, at any time during a specified period before or after the date of exercise) over (ii) the grant price of the Stock Appreciation Right as specified by the Committee, which price shall not be less than 100% of the Fair Market Value of one Share on the date of grant of the Stock Appreciation Right. Subject to the terms of the Plan and any applicable Award Agreement, the grant price, term, methods of exercise, dates of exercise, methods of settlement and any other terms and conditions of any Stock Appreciation Right shall be as determined

by the Committee. The Committee may impose such conditions or restrictions on the exercise of any Stock Appreciation Right as it may deem appropriate.

(c) Restricted Stock and Restricted Stock Units. The Committee is hereby authorized to grant Restricted Stock and Restricted Stock Units to Participants with the following terms and conditions and with such additional terms and conditions not inconsistent with the provisions of the Plan as the Committee shall determine:

(i) Restrictions. Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may impose (including, without limitation, a waiver by the Participant of the right to vote or to receive any dividend or other right or property with respect thereto), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise as the Committee may deem appropriate.

(ii) Stock Certificates. Any Restricted Stock shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions and restrictions applicable to such Restricted Stock. In the case of Restricted Stock Units, no Shares shall be issued at the time such Awards are granted.

(iii) Forfeiture. Except as otherwise determined by the Committee, upon termination of employment (as determined under criteria established by the Committee) during the applicable restriction period, all Shares of Restricted Stock and all Restricted Stock Units at such time subject to restriction shall be forfeited and reacquired by the Company; provided, however, that the Committee may, when it finds that a waiver would be in the best interest of the Company, waive in whole or in part any or all remaining restrictions with respect to Shares of Restricted Stock or Restricted Stock Units. Upon the lapse or waiver of restrictions and the restricted period relating to Restricted Stock Units evidencing the right to receive Shares, such Shares shall be issued and delivered to the holders of the Restricted Stock Units.

(d) Performance Awards. The Committee is hereby authorized to grant Performance Awards to Participants subject to the terms of the Plan and any applicable Award Agreement. A Performance Award granted under the Plan (i) may be denominated or payable in cash, Shares (including, without limitation, Restricted Stock and Restricted Stock Units), other securities, other Awards or other property and (ii) shall confer on the holder thereof the right to receive payments, in whole or in part, upon the achievement of such performance goals during such performance periods as the Committee shall establish. Subject to the terms of the Plan and any applicable Award Agreement, the performance goals to be achieved

during any performance period, the length of any performance period, the amount of any Performance Award granted, the amount of any payment or transfer to be made pursuant to any Performance Award and any other terms and conditions of any Performance Award shall be determined by the Committee.

(e) Dividend Equivalents. The Committee is hereby authorized to grant Dividend Equivalents to Participants, subject to the terms of the Plan and any applicable Award Agreement, under which such Participants shall be entitled to receive payments (in cash, Shares, other securities, other Awards or other property as determined in the discretion of the Committee) equivalent to the amount of cash dividends paid by the Company to holders of Shares with respect to a number of Shares determined by the Committee.

(f) Other Stock Grants. The Committee is hereby authorized, subject to the terms of the Plan and any applicable Award Agreement, to grant to Participants Shares without restrictions thereon as are deemed by the Committee to be consistent with the purpose of the Plan.

(g) Other Stock-Based Awards. The Committee is hereby authorized to grant to Participants subject to the terms of the Plan and any applicable Award Agreement, such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as are deemed by the Committee to be consistent with the purpose of the Plan. Shares or other securities delivered pursuant to a purchase right granted under this Section 6(g) shall be purchased for such consideration, which may be paid by such method or methods and in such form or forms (including, without limitation, cash, Shares, other securities, other Awards or other property or any combination thereof), as the Committee shall determine.

(h) General.

(i) No Cash Consideration for Awards. Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.

(ii) Awards May Be Granted Separately or Together. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with or in substitution for any other Award or any award granted under any plan of the Company or any Affiliate other than the Plan. Awards granted in addition to or in tandem with other Awards or in addition to or in tandem with awards granted under any such other plan of the Company or any Affiliate may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

(iii) Forms of Payment under Awards. Subject to the terms of the Plan and of any applicable Award Agreement, payments or transfers to be made by the Company or an Affiliate upon the grant, exercise or payment of an Award may be made in such form or forms as the Committee shall determine (including, without limitation, cash, Shares, other securities, other Awards or other property or any combination thereof), and may be made in a single payment or transfer, in installments or on a deferred basis, in each case in accordance with rules and procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents with respect to installment or deferred payments.

(iv) Limits on Transfer of Awards. No Award (other than Other Stock Grants) and no right under any such Award shall be transferable by a Participant otherwise than by will or by the laws of descent and distribution; provided, however, that, if so determined by the Committee, a Participant may, in the manner established by the Committee, transfer Options (other than Incentive Stock Options) or designate a beneficiary or beneficiaries to exercise the rights of the Participant and receive any property distributable with respect to any Award upon the death of the Participant. Each Award or right under any Award shall be exercisable during the Participant's lifetime only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. No Award or right under any such Award may be pledged, alienated, attached or otherwise encumbered, and any purported pledge, alienation, attachment or encumbrance thereof shall be void and unenforceable against the Company or any Affiliate.

(v) Term of Awards. The term of each Award shall be for such period as may be determined by the Committee.

(vi) Restrictions; Securities Exchange Listing. All Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such restrictions as the Committee may deem advisable under the Plan, applicable federal or state securities laws and regulatory requirements, and the Committee may cause appropriate entries to be made or legends to be affixed to reflect such restrictions. If the Shares or other securities are listed on a securities exchange, the Company shall not be required to deliver any Shares or other securities covered by an Award until such Shares or other securities have been listed on such securities exchange.

Section 7. Amendment and Termination; Adjustments.

Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan:

(a) Amendments to the Plan. The Board of Directors of the Company may amend, alter, suspend, discontinue or terminate the Plan.

(b) Amendments to Awards. The Committee may waive any conditions of or rights of the Company under any outstanding Award, prospectively or retroactively. The Committee may not amend, alter, suspend, discontinue or terminate any outstanding Award, prospectively or retroactively, without the consent of the Participant or holder or beneficiary thereof, except as otherwise herein provided or in the Award Agreement.

(c) Correction of Defects, Omissions and Inconsistencies. The Committee may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

Section 8. Income Tax Withholding; Tax Bonuses.

(a) Withholding. In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to ensure that all applicable federal or state payroll, withholding, income or other taxes, which are the sole and absolute responsibility of a Participant are withheld or collected from such Participant. In order to assist a Participant in paying all or a portion of the federal and state taxes to be withheld or collected upon exercise or receipt of (or the lapse of restrictions relating to) an Award, the Committee, in its discretion and subject to such additional terms and conditions as it may adopt, may permit the Participant to satisfy such tax obligation by (i) electing to have the Company withhold a portion of the Shares otherwise to be delivered upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes or (ii) delivering to the Company Shares other than Shares issuable upon exercise or receipt of (or the lapse of restrictions relating to) such Award with a Fair Market Value equal to the amount of such taxes. The election, if any, must be made on or before the date that the amount of tax to be withheld is determined.

(b) Tax Bonuses. The Committee, in its discretion, shall have the authority, at the time of grant of any Award under this Plan or at any time thereafter, to approve cash bonuses to designated Participants to be paid upon their exercise or receipt of (or the lapse of restrictions relating to) Awards in order to provide funds to pay all or a portion of federal and state taxes due as a result of such exercise or receipt (or the lapse of such restrictions). The Committee shall have full authority in its discretion to determine the amount of any such tax bonus.

Section 9. General Provisions.

- (a) No Rights to Awards. No Eligible Person, Participant or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Eligible Persons, Participants or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to any Participant or with respect to different Participants.
- (b) Award Agreements. No Participant will have rights under an Award granted to such Participant unless and until an Award Agreement shall have been duly executed on behalf of the Company and, if requested by the Company, signed by the Participant.
- (c) No Limit on Other Compensation Arrangements. Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.
- (d) No Right to Employment. The grant of an Award shall not be construed as giving a Participant the right to be retained in the employ of the Company or any Affiliate, nor will it affect in any way the right of the Company or an Affiliate to terminate such employment at any time, with or without cause. In addition, the Company or an Affiliate may at any time dismiss a Participant from employment free from any liability or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.
- (e) Governing Law. The validity, construction and effect of the Plan or any Award, and any rules and regulations relating to the Plan or any Award, shall be determined in accordance with the laws of the State of Minnesota.
- (f) Severability. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the purpose or intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction or Award, and the remainder of the Plan or any such Award shall remain in full force and effect.
- (g) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments

from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(h) No Fractional Shares. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash shall be paid in lieu of any fractional Shares or whether such fractional Shares or any rights thereto shall be canceled, terminated or otherwise eliminated.

(i) Headings. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

(j) Other Benefits. No compensation or benefit awarded to or realized by any Participant under the Plan shall be included for the purpose of computing such Participant's compensation under any compensation-based retirement, disability, or similar plan of the Company unless required by law or otherwise provided by such other plan.

Section 10. Effective Date of the Plan.

The Plan shall be effective as of August 14, 1997. The Plan contemplates the merger of C.H. Robinson, Inc. into C.H. Robinson Worldwide, Inc. If the Company's shareholders do not approve the Plan and the merger at a special meeting of shareholders scheduled for August 14, 1997, the Plan shall be null and void.

Section 11. Term of the Plan.

Awards shall only be granted under the Plan during a 10-year period beginning on the effective date of the Plan. However, unless otherwise expressly provided in the Plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond the end of such 10-year period, and the authority of the Committee provided for hereunder with respect to the Plan and any Awards, and the authority of the Board of Directors of the Company to amend the Plan, shall extend beyond the termination of the Plan.

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

This Confidentiality Agreement and Noncompetition Agreement is made and entered into this ____ day of _____, by and between C. H. Robinson Worldwide, Inc. and _____, an individual and resident of the State of Minnesota (hereinafter referred to as "Employee" or "I").

I.

RECITALS

A. I have been employed by the Company in a significant executive capacity and I wish to continue such employment.

B. I have previously entered into a Management-Employee Agreement dated _____, in which I agreed to retain the confidentiality of the Company's confidential information and not to compete with the Company during and subsequent to my employment.

C. The Company has had in place for a number of years a book value stock purchase program pursuant to which certain employees of the Company have had the opportunity to purchase shares of the Company's common stock ("common stock") at book value from departing employees, subject to a restriction that upon termination of employment the employee would sell such common stock at book value. All outstanding common stock is presently subject to repurchase by the Company or its designee at book value. Stock purchased through this program is referred to as "book value stock." Approximately 700 employees of the Company own book value stock. Through the Company's book value stock purchase program, I have had the opportunity to purchase, and have made substantial purchases of, common stock at book value. On the date hereof, I (or accounts or trusts for the benefit of me, my spouse or my family) hold _____ shares of book value stock.

D. The Company has had in place for a number of years programs pursuant to which certain employees of the Company were awarded common stock subject to certain forfeiture provisions ("restricted stock"). Approximately 80 employees of the Company own restricted stock. Through the Company's restricted stock programs, in particular the Central Office Management Incentive Program, I have received awards of significant amounts of restricted stock. Under this program I automatically forfeit all rights to such restricted stock or to certain repurchase payments if I were to compete with the Company. On the date hereof, I hold _____ shares of restricted stock.

E. The Company is planning an initial public offering in which restrictions on restricted stock held by employees and former employees of the

Company would lapse, and such stock would be offered to the public. In connection with the offering, restrictions on the book value stock would also lapse. It is anticipated that the initial public offering price for the restricted stock will be approximately four times book value, and it is hoped that the trading price of the common stock will trade at an even greater multiple to book value in the future. Accordingly, the public offering will provide a great financial benefit to employees of the Company holding restricted stock and book value stock.

F. The Company is willing to proceed with the public offering only if all executive officers of the Company enter into an agreement by which a portion of the book value stock retained by them is subjected to restrictions similar to those imposed on the restricted stock held by them. I acknowledge that the purchasers of stock in the initial public offering will rely on the existence of these restrictions in making their purchase of stock and that the public offering will have a substantial economic benefits to me and to other employees of the Company. I am willing to subject _____ shares of my book value stock to such a restriction.

G. The lapse of restrictions on my restricted stock, the lapse of restrictions on my book value stock (other than those imposed by this Agreement), the benefit to all employees of the Company of the public offering, the reliance by purchasers of the stock in the public offering on this Agreement and my continued employment are adequate and sufficient consideration for this Agreement.

II.

DEFINITIONS

A. "Confidential information" shall mean:

1. All information, written or oral, not generally known, or proprietary to the Company, about the Company's transportation, logistics, contracting brokerage, marketing, accounting, merchandising, and information gathering techniques and methods, and all accumulated data, listings, or similar recorded matter used or useful in produce and transportation operations, including, but not limited to the insurance and carrier information file, business forms, and marketing aids.

2. All information disclosed to me, or to which I have access during the period of my employment, for which there is any reasonable basis to be believed is, or which appears to be treated by the Company as Confidential Information.

B. "Competing business" shall mean any person, business, firm, undertaking, company or organization of any kind other than the Company, which:

1. Is engaged in, or is about to become engaged in, the produce or transportation industries or engaged in the produce distribution or transportation contracting business; or
2. Regardless of the nature of its business, either competes directly or indirectly with Company in the purchase, sale and distribution of produce and/or in contracting, arranging, providing, procuring, furnishing or soliciting transportation services; or
3. Has employed or potentially could employ the Company's services in produce distribution or transportation contracting matters.

C. "Customer" shall mean any person, business, firm, undertaking, company or organization of any kind engaged in the produce or transportation industries as a shipper, receiver or carrier.

III.

NATURE OF EMPLOYEE'S ACTIVITIES

A. I am aware and acknowledge that the Company has developed a special competence in the produce and transportation industry and has accumulated confidential and/or proprietary information, not generally known to others, more and better information about growers, shippers, truckers, trucking equipment, customers, purchasing agents and similar matters which are of unique value in the conduct and growth of the Company's business. This Confidential Information has enabled the Company to conduct its business with unusual success and thus afforded unusual employment opportunities to its employees.

B. In the course of my employment, I have been and wish to continue to be employed in a position or positions with the Company in which I may receive or contribute to Confidential Information as defined above. It is my desire to continue progressing in the Company in sales and/or management capacities and I recognize that my optimum progression and specialization cannot take place unless Confidential Information is entrusted to me.

C. I acknowledge that in the course of carrying out, performing and fulfilling my responsibilities to the Company, I have access to and have been entrusted with Confidential Information and I recognize that disclosure of such Confidential Information to the competitors of the Company or to the general public would be highly detrimental to the Company. I further acknowledge that in

the course of performing obligations to the Company, I will be a representative of the Company to many of the Company's customers and in some instances practically the Company's sole and exclusive contact with the customer and as such will be significantly responsible for maintaining or enhancing the business and/or good will of the Company with such customers.

IV.

AGREEMENT TO MAINTAIN CONFIDENTIAL INFORMATION

A. Except as may be required in the performance of my employment duties with the Company I will not, during or after the term of my employment, disclose Confidential Information to any other person or entity or use confidential information for my own benefit or for the benefit of another, unless the Company expressly directs me to do so.

B. Upon termination of my employment with the Company, I will deliver within 24 hours to the Company, all Company property, including but not limited to originals and copies of drawings, specifications, reports, client, supplier, customer and carrier lists, financial information, computer hard drive or diskettes, computer software, and all other material in my possession or control, regardless of its form.

V.

NONCOMPETITION AGREEMENT

A. During my employment with the Company, I will devote my full time and energies to furthering the Company's business and I will not pursue any other business activity without the Company's prior written consent.

B. I will not, during the term of my employment and for a period of two years following the termination of my employment, whether voluntary or involuntary, directly or indirectly solicit, sell or render services to or with any customer or prospective customer of the Company with whom I have had contact or on whose account I have worked, at any time during my employment with the Company on my own behalf or for the benefit of any competing entity.

C. I will not, during the term of my employment and for a period of two years following the termination of my employment, whether voluntary or involuntary, directly or indirectly solicit any of the Company's employees or independent contractors for the purpose of hiring them or inducing them to leave their employment with the Company.

D. I will not during the term of my employment and for a period of two years following the termination of my employment whether voluntary or involuntary, directly or indirectly solicit, cause, or attempt to cause any customer

of the Company to divert, terminate, limit or in any manner modify or fail to enter into any actual or potential business relationship with the Company.

VI.

REMEDIES

A. If I violate any terms of this Agreement, I agree that the Company shall be entitled to liquidated damages in the amount of _____ shares of common stock (the "Restricted Stock"). Accordingly, I agree that the Restricted Stock will continue to be in uncertificated form on the books of the Company, that such Restricted Stock will be part of a segregated account, that any advice by the Company with respect to such Restricted Stock (or any certificate representing the Restricted Stock) shall contain an appropriate legend of the liquidated damages provision contained herein and that the Company is authorized and directed upon any violation of any term of this Agreement to transfer the Restricted Stock into its own name on the books of the Company.

B. In addition to, and not to the exclusion of liquidated damages, if I violate any term of this Agreement, I agree that the Company shall be entitled to injunctive relief and/or any other remedy allowed by law or equity and collect from me reasonable attorneys' fees and costs incurred in bringing any action against me or otherwise enforcing the terms of this Agreement.

VII. GENERAL

A. I understand that this Agreement constitutes the entire agreement between the Company and me regarding confidentiality and noncompetition and that it supersedes all prior agreements, if any, relating to this subject matter. This Agreement may be amended or altered only by written agreement between the Company and me.

B. I understand that this Agreement and the rights and obligations thereunder shall not be assignable in whole or in part by either party without the prior written consent of the other party.

C. I understand that to the extent that any provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be deleted from the Agreement and the validity and enforceability of the remainder of such a provision of this Agreement shall remain unaffected.

D. I understand that this Agreement is not intended nor does it alter the at will nature of the employment relationship otherwise enjoyed by the Company and me.

E. I understand that this Agreement shall be interpreted according to the laws of the State of Minnesota.

Employee

Subscribed and sworn to before me
this ____ day of _____, 1997.

Notary Public

C. H. ROBINSON WORLDWIDE, INC.

By _____

Its _____

Subscribed and sworn to before me
this ____ day of _____, 1997.

Notary Public

INCENTIVE STOCK OPTION AGREEMENT

THIS AGREEMENT (the "Agreement"), made on the date set forth below, by and between C.H. ROBINSON WORLDWIDE, INC., a Delaware corporation (the "Company"), and the undersigned ("Employee"), pursuant to the Company's 1997 Omnibus Stock Plan (the "Plan").

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and Employee hereby agree as follows:

1. Grant of Option

The Company hereby grants to Employee, on the date set forth below, the right and option (hereinafter called the "Option") to purchase all or any part of an aggregate of the number of shares of Common Stock, par value \$0.10 per share (the "Common Stock"), set forth below at the price per share set forth below on the terms and conditions set forth in this Agreement and in the Plan. This Option is intended to be an incentive stock option within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). The Option shall terminate at the close of business ten years from the date hereof, or such shorter period as is prescribed herein. Employee shall not have any of the rights of a stockholder with respect to the shares subject to the Option until such shares shall be issued to Employee upon the proper exercise of the Option.

2. Duration and Exercisability

(a) Subject to the terms and conditions set forth herein, this Option shall not be exercisable for 24 months from the date set forth below. Beginning 24 months from the date set forth below, Employee may exercise 25% of the Option and on each subsequent annual anniversary date Employee may exercise an additional 25% of the Option on a cumulative basis.

(b) During the lifetime of Employee, the Option shall be exercisable only by Employee and shall not be assignable or transferable by Employee, other than by will or the laws of descent and distribution.

(c) Notwithstanding Section 2(a), the vesting of this Option shall be accelerated, and this Option may be exercised as to all shares of Common Stock remaining subject to this Option, on the date of (i) a public announcement (which, for purposes of this definition, shall include, without limitation, a report filed pursuant to Section 13(d) of the Securities Exchange Act of 1934, as amended ("Exchange Act") is made by the Company or any Person that such Person beneficially owns more than 50% of the Common Stock outstanding, (ii) the Company consummates a merger, consolidation or statutory share exchange with any other Person in which the surviving entity would not have as its directors at least 60% of the Continuing Directors and would not have at least 60% of its common stock owned by the common stockholders of the Company prior to such merger, consolidation or statutory share exchange, (iii) a majority of the Board of Directors is not comprised of Continuing Directors or (iv) a sale or disposition of all or substantially all of the assets of the Company or the dissolution of the Company. A Continuing Director is a current director of the Company, a director elected by the Board of Directors, a majority of whose members are Continuing Directors, or a director elected by stockholders upon the recommendation of the Board of Directors, a majority of whose members are Continuing Directors. "Person" means any individual, firm, corporation or other entity, and shall include any successor (by merger or otherwise) of such entity.

(d) Employee understands that to the extent that the aggregate fair market value (determined at the time the Option was granted) of the shares of Common Stock with respect to which all incentive stock options within the meaning of Section 422 of the Code are exercisable for the first time by Employee during any calendar year exceed \$100,000, in accordance with Section 422(d) of the Code such options shall be treated as options that do not qualify as incentive stock options.

3. Effect of Termination of Employment

(a) In the event that Employee shall cease to be employed by the Company or its subsidiaries, if any, for any reason other than termination for cause or Employee's death or disability (as such term is defined in Section 3(c) hereof), Employee shall have the right to exercise the Option at any time within three months after such termination of employment to the extent of the full number of shares Employee was entitled to purchase under the Option on the date of termination; provided, however, that if and only if Employee continues to abide by the Obligation as defined in Section 5 hereof, the Option, notwithstanding such a termination of employment, will continue to be exercisable in accordance with Sections 2(a) and 2(c) hereof during the term of the covenant not to compete contained in the Obligation following termination of employment; provided further, however, that this Option shall not be exercisable after the expiration of the term of the Option or the term of the covenant not to compete. Employee understands that if the Option or any portion of the Option is exercised later than three months from the date of termination of employment, the Option or such portion of the Option may not qualify for treatment as an incentive stock option within the meaning of Section 422 of the Code.

(b) In the event that Employee shall cease to be employed by the Company or its subsidiaries, if any, upon termination for cause, the Option shall be terminated as of the date of the act giving rise to such termination. Termination for cause shall mean termination of the Employee's employment with the Company for the following acts: dishonesty, fraud, conviction or confession of a felony or of a crime involving moral turpitude, destruction or theft of the Company's property, physical attack on a fellow employee, willful malfeasance or gross negligence, refusal

or failure to perform job duties (other than failure resulting from disability), misconduct materially injurious to the Company, participation in fraud against the Company, entering into competition against the Company, and/or a material breach or threatened material breach of any agreements with the Company, including, but not limited to, Sales-Employee Agreement, Management-Employee Agreement and Data Security Agreement, as the same may be amended from time to time.

(c) If Employee shall die while this Option is still exercisable according to its terms, or if employment is terminated because Employee has become disabled (within the meaning of Code Section 22(e)(3)) while in the employ of the Company or a subsidiary, if any, and Employee shall not have fully

exercised the Option, such Option may be exercised at any time within 12 months after Employee's death or date of termination of employment for disability by Employee, personal representatives or administrators, or guardians of Employee, as applicable, or by any person or persons to whom the Option is transferred by will or the applicable laws of descent and distribution, to the extent of the full number of shares Employee was entitled to purchase under the Option on the date of death, termination of employment, if earlier, or date of termination for such disability and subject to the condition that no Option shall be exercisable after the expiration of the term of the Option.

4. Manner of Exercise

(a) The Option may be exercised only by Employee or other proper party by delivering within the Option period written notice to the Company at its principal office. The notice shall state the number of shares as to which the Option is being exercised and be accompanied by payment in full of the Option price for all shares designated in the notice.

(b) Employee may pay the Option price in cash, by check (bank check, certified check or personal check), by money order, or with the approval of the Company (i) by delivering to the Company for cancellation shares of Common Stock of the Company with a fair market value as of the date of exercise equal to the Option price, (ii) by delivering to the Company the Option price in a combination of cash and Employee's full recourse liability promissory note with a principal amount not to exceed 80% of the Option price and a term not to exceed five years, which promissory note shall provide for interest on the unpaid balance thereof which at all times is not less than the minimum rate required to avoid the imputation of income, original issue discount or a below- market rate loan pursuant to Sections 483, 1274 or 7872 of the Code or any successor provisions thereto or (iii) by delivering to the Company a combination of cash, Employee's promissory note and shares of Common Stock of the Company with an aggregate fair market value and a principal amount equal to the Option price. For these purposes, the fair market value of the Company's shares of Common Stock of the Company as of any date shall be as reasonably determined by the Company pursuant to the Plan.

5. The Obligation.

Employee and the Company have entered into a Confidentiality and Noncompetition Agreement dated _____, 1997 (the "Obligation"). Any shares of Common Stock of the Company acquired by Employee pursuant to the Option shall become Restricted Stock within the meaning thereof and shall be forfeited to the Company, in full, as provided in the Obligation.

6. Miscellaneous

(a) This Option is issued pursuant to the Company's 1997 Omnibus Stock Plan and is subject to its terms. The terms of the Plan are available for inspection during business hours at the principal offices of the Company.

(b) This Agreement shall not confer on Employee any right with respect to continuance of employment by the Company or any of its subsidiaries, nor will it interfere in any way with the right of the Company to terminate such employment at any time. Employee shall have none of the rights of a stockholder with respect to shares subject to this Option until such shares shall have been issued to Employee upon exercise of this Option.

(c) The exercise of all or any parts of this Option shall only be effective at such time that the sale of Common Stock pursuant to such exercise will not violate any state or federal securities or other laws.

(d) If there shall be any change in the shares of Common Stock of the Company through merger, consolidation, reorganization, recapitalization, dividend in the form of stock (of whatever amount), stock split or other change in the corporate structure of the Company, and all or any portion of the Option shall then be unexercised and not yet expired, appropriate adjustments in the outstanding Option shall be made by the Company, in order to prevent dilution or enlargement of Option rights. Such adjustments shall include, where appropriate, changes in the number of shares of Common Stock and the price per share subject to the outstanding Option.

(e) The Company shall at all times during the term of the Option reserve and keep available such number of shares as will be sufficient to satisfy the requirements of this Agreement.

(f) If Employee shall dispose of any of the shares of Common Stock of the Company acquired by Employee pursuant to the exercise of the Option within two years from the date the Option was granted or within one year after the transfer of any such shares to Employee upon exercise of the Option, in order to provide the Company with the opportunity to claim the benefit of any income tax deduction which may be available to it under the circumstances, Employee shall promptly notify the Company of the dates of acquisition and disposition of such shares, the number of shares so disposed of and the consideration, if any, received for such shares. In order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to insure (i) notice to the Company of any disposition of the Common Stock of the Company within the time periods described above and (ii) that, if necessary, all applicable federal or state payroll, withholding, income or other taxes are withheld or collected from Employee.

(g) In order to provide the Company with the opportunity to claim the benefit of any income tax deduction which may be available to it upon the exercise of the Option when the Option does not qualify as an incentive stock option within the meaning of Section 422 of the Code and in order to comply with all applicable federal or state income tax laws or regulations, the Company may take such action as it deems appropriate to insure that, if necessary, all applicable federal or state payroll, withholding, income or other taxes are withheld or collected from Employee.

Employee may elect to satisfy his federal and state income tax withholding obligations upon exercise of this option by (i) having the Company withhold a portion of the shares of Common Stock otherwise to be delivered upon exercise of such option having a fair market value equal to the amount of federal and state income tax required to be withheld upon such exercise, in accordance with such rules as the Company may from time to time establish, or (ii) delivering to the Company shares of its Common Stock other than the shares issuable upon exercise of such option with a fair market value equal to such taxes, in accordance with such rules.

(h) In accordance with Section 6(a)(iv) of the Plan, upon exercise of the Option when payment of the exercise price is made by delivery of shares of Common Stock of the Company owned by Employee and/or when shares of Common Stock of the Company are tendered by Employee or forfeited as payment of the amount to be withheld under applicable income tax laws in connection with the exercise of the Option, the Company shall grant Employee a Reload Option, which shall be a Non-Qualified Stock Option and otherwise be subject to terms and conditions which are the same as the Option, except that such Reload Option shall be immediately exercisable in full.

No. of Shares Subject to Option: _____ C.H. ROBINSON WORLDWIDE, INC.
Exercise Price per Share: \$_____
Date of Grant: _____ By:_____
Its:_____

[Name of Employee]

Exhibit 21.1

SUBSIDIARIES OF C.H. ROBINSON WORLDWIDE, INC.

The Company's consolidated subsidiaries are shown below together with the percentage of voting securities owned and the state or jurisdiction of organization of each subsidiary. The names have been omitted for subsidiaries which, if considered in the aggregate as a single subsidiary, do not constitute a significant subsidiary. Subsidiaries of subsidiaries are indented in the following table:

Subsidiaries -----	Percentage of Outstanding Voting Securities Owned -----
CHRW Holdings, Inc. (Minnesota)	100%
C.H. Robinson International, Inc. (Minnesota)	100%
CHR Greene International Company (Minnesota)	100%
C.H. Robinson Venezuela, C.A. (Venezuela)	51%
C.H. Robinson de Mexico, S.A. de C.V. (Mexico)	100%
CHR Aviation, Inc. (Minnesota)	100%
C.H. Robinson Company (Canada) Ltd. (Ontario, Canada)	100%
Combined Transport Group, Inc. (Minnesota)	100%
C.H. Robinson Company (Delaware)	100%
Daystar-Robinson, Inc. (Delaware)	100%
CTSI Robinson, Inc. (Georgia)	100%
Fresh 1 Marketing, Inc. (Minnesota)	100%
Wagonmaster Transportation Co. (Minnesota)	100%
Brown-Robinson Ingredient, Inc. (Minnesota)	100%
Robinson Europe, S.A. (France)	100%
Transecos S.A.	100%

(France)	
Robinson Italia SRL	95%
(Italy)	
C.H. Robinson (UK) Limited	100%
(United Kingdom)	
Payment & Logistics Services, LLC	100%
(Minnesota)	
T-Chek Systems, LLC	100%
(Minnesota)	
Cityside Holding Company LLC/1/	100%
(Minnesota)	
CHR Equipment Financing, Inc.	100%
(Minnesota)	

/1/In July 1997, the Company approved a plan to sell its consumer finance subsidiaries of Cityside Holding Company LLC (Cityside Insurance Company Ltd., Cityside Financial Services of Wisconsin, Inc., Cityside Finance Corporation I and Cityside Savings & Financial Services Co.). That sale will close on

October 14, 1997. Accordingly, those subsidiaries are not shown above.

Exhibit 23.1

CONSENT OF INDEPENDENT PUBLIC ACCOUNTANTS

As independent public accountants, we hereby consent to the use of our reports and to all references to our Firm included in or made a part of Registration Statement File No. 333-33731.

/s/ ARTHUR ANDERSEN LLP

Minneapolis, Minnesota,

October 9, 1997

End of Filing

Powered By **EDGAR**
Online

© 2005 | EDGAR Online, Inc.