

SCHEDULE A
RATES AND CHARGES

TREE TOP, INC.
P.O. BOX 248
SELAH, WA 98942

FROM: SELAH, WA

TO: DUMP SITES IN YAKIMA COUNTY.

Shipper shall pay carrier at the rate of \$34.00 per hour for truck and driver, minimum 4 hours. (not to exceed 30 cubic yards per load).

Shipper shall pay to carrier Washington State Refuse Tax of 3.6%.

Shipper shall pay to carrier Washington State Solid Waste Collection Tax of 1%.

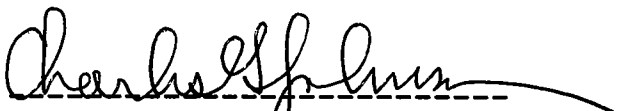
Shipper shall pay to carrier City of Selah B & O Tax of 6.383%, per Ordinance No. 939.

Shipper shall pay to carrier \$225.00 per truck per year per City of Selah Code 3.02.310 (a)(3).

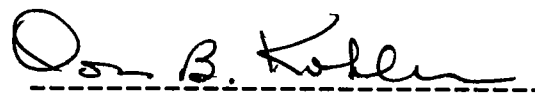
Shipper shall pay the dump fee, whether publicly or privately owned, for all dump fees incurred.

Effective Date: January 9, 1992

Haney Truck Line, Inc.
Certificate No. G-198



Tree Top, Inc.



Haney Truck Line, Inc.

APPROVED

Eff 1-9-92

LSN IG-911499

LAA _____

Docket _____

Other _____

By DW

AMENDMENT TO CARRIER CONTRACT

THIS AMENDMENT made this 13th day of December, 1990, amends that certain Carrier Contract by and between Tree Top Inc., Shipper, and Czyhold Truck Line, Inc., Carrier, dated Sept. 30, 1981. Said Carrier Contract is hereby amended as follows:

Carrier has, subject to the approval of the Washington Utilities and Transportation Commission, assigned all of its rights and obligations under this Carrier Contract to Haney Truck Line, Inc., and shall, again subject to WUTC approval, transfer all WUTC authority necessary to carry out the terms of this Carrier Contract to Haney Truck Line, Inc.. Accordingly, the Carrier Contract is hereby amended to replace Czyhold Truck Line, Inc., as Carrier with Haney Truck Line, Inc.. Haney Truck Line, Inc., agrees to assume all obligations of Czyhold Truck Line, Inc. under this contract.

Shipper hereby consents to the assignment of Carrier's interest in this contract to Haney Truck Line, Inc.

It is expressly understood and agreed that this Amendment is subject to WUTC approval of the transfer of WUTC Permit G 198 from Czyhold Truck Line, Inc. to Haney Truck Line, Inc.

If such WUTC approval is not granted, this Amendment shall be null and void.

All terms and conditions of the contract not modified by this document shall remain unchanged and in full force and effect.

Czyhold Truck Line, Inc. De B. Kelle

Haney Truck Line, Inc. De B. Kelle

Tree Top Inc. Roxanne

Dated this 13th day of December, 1990.

Effective: January 1, 1991

CANNERY WASTE TRUCKING CONTRACT

This agreement entered into this 5th day of July, 1984, between Tree Top, Inc. of Selah, Washington, hereinafter designated as 'shipper' and Czyhold Truck Line, Inc., of Yakima, Washington, hereinafter designated as 'carrier'.

Now therefor, in consideration of the mutual promises and agreements herein contained, the parties do hereby agree as follows:

1. GENERAL PROVISIONS

- a. Shipper agrees to tender to carrier for transportation a minimum of 100 loads, or 100 cubic yards of cannery waste and/or garbage per year.
- b. The commodity (cannery waste or garbage) will be transported by the carrier during the life of this contract.
- c. This contract cancels and supersedes all other agreements for trucking between carrier and shipper and becomes effective August 1, 1984 and expires July 31, 1985. It also shall be terminable upon not less than five days notice to the Washington Utilities & Transportation Commission and each contracting party.
- d. It is the intention of the parties hereto that carrier shall be an independent contractor, shall employ and control all persons operating trucks hereunder and that such persons shall be and remain the employees of carrier.
- e. Carrier agrees to indemnify and save shipper harmless against and assume full responsibility for, payment of all federal, state and local taxes or unemployment insurance, old age pensions, or any benefits payable under any social security laws or laws, as well as federal taxes at source, with respect to all employees engaged in the performance of the contract. Carrier further agrees to meet all requirements specified in regulations now or hereafter promulgated from time to time by administrative officials.
- f. Carrier certifies that he is authorized by law to perform the services agreed upon herein and the the rates charged are legal.

This contract is made subject to the power and authority of the Washington Utilities & Transportation Commission to fix, alter and amend just, fair and reasonable classifications, rules and regulations and minimum rates and charges in intra-state service.

2. RECEIPTS FOR PRODUCE

Carrier agrees, upon receiving such quantities of cannery waste as may be tendered carrier from time to time by shipper, to give the party from whom said goods are received, a written receipt therefor in form specified by shipper.

3. DELIVERIES OF CANNERY WASTE

Carrier agrees to transport and carry shipper's cannery waste without delay, and to deliver such cannery waste to dump sites in Yakima County.

4. ASSIGNMENTS

This contract cannot be assigned by carrier without the prior written consent of shipper.


5. TERRITORY, COMPENSATION

Attached hereto incorporated herein by reference and made a part hereof is Schedule A, containing rates and charges, rules and regulations and the points from and to which the cannery waste shall be transported. Shipper agrees to pay for the services performed by carrier in accordance with the rates set forth in Schedule A.

IN WITNESS THEREOF, the parties have signed this agreement this
5 day of July, 1984.

TREE TOP, INC.

CZYHOLD TRUCK LINE, INC.



Shipper, by



Carrier, by