

*Del. Transportation Services*

representing  
Brader Hauling Service, Inc.  
Czyhold Truck Line, Inc.  
Easley Hauling Service, Inc.  
Haney Truck Line, Inc.  
Richardson Enterprises, Inc.

ADDENDUM  
CANCELLATION  
OF  
FUEL SURCHARGE NO. 1

DEL MONTE CORPORATION  
P.O. BOX 1528  
YAKIMA, WA 98907

AND  
HANEY TRUCK LINE, INC.

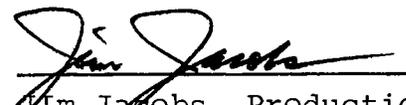
G-198

Effective on the date stated below, Fuel Surcharge No. 1 is cancelled and has no further force or effect.

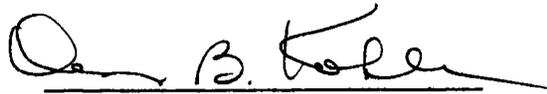
In witness whereof, the parties hereto have executed this addendum this 19th day of March 1991.

Effective Date: March 28, 1991.

Shipper: Del Monte Corporation

  
Jim Jacobs, Production Manager

Carrier: Haney Truck Line, Inc

  
Don B. Kohler, Traffic Manager

APPROVED

Eff 3-28-91

LSN 76-910299

LAA \_\_\_\_\_

Docket \_\_\_\_\_

Other \_\_\_\_\_

By DW

(509) 248-2996  
(800) 458-3149  
PO. Box 28  
Yakima, WA 98907  
3710 Gun Club Rd.  
Yakima, WA 98901

**AMENDMENT TO CARRIER CONTRACT**

THIS AMENDMENT made this 13<sup>th</sup> day of December, 1990, amends that certain Carrier Contract by and between Del Monte Corp., Shipper, and Czyhold Truck Line, Inc., Carrier, dated 29 Sept 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. Don B. Kohler

Haney Truck Line, Inc. Don B. Kohler

Del Monte Corp. James P. Jacob

Dated this 13<sup>th</sup> day of December, 1990.

Effective: January 1, 1991

*Quality Transportation Services*

representing

Brader Hauling Service, Inc.  
Easley Hauling Service, Inc.  
Haney Truck Line, Inc.  
Richardson Enterprises, Inc.

LSN  
TG-910796  
7-17-91

RECEIVED

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SCHEDULE A

RATES AND CHARGES

DEL MONTE CORPORATION  
P.O. BOX 1528  
YAKIMA, WA 98907

STATE OF WASH.  
UTIL. & TRANS.  
COMMISSION

FROM: YAKIMA, WA

TO: DUMP SITES IN YAKIMA COUNTY

Shipper shall pay carrier at the rate of \$90.00 per truck load, (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 the dump fee, whether publicly or privately owned for all dump fees incurred.

Effective Date: July 15, 1991

HANEY TRUCK LINE, INC.  
Certificate No. G-198

DEL MONTE CORPORATION

*Don B. Kohler*

*Irvin Morehouse*

Don B. Kohler  
Traffic Manager  
June 25, 1991

Irvin Morehouse  
Field Manager

APPROVED

Eff. 7-15-91

LSN \_\_\_\_\_

LAA TG-910796

Docket \_\_\_\_\_

Other \_\_\_\_\_

By DM

[509] 248-2996  
[800] 458-3149  
P.O. Box 28  
Yakima, WA 98907  
3710 Gun Club Rd.  
Yakima, WA 98901

AGREEMENT

THIS AGREEMENT, MADE AND ENTERED INTO THIS 1st DAY OF August, 1989, BY AND BETWEEN Czyhold Truck Line, Inc. P. O. Box 30 Yakima, Wa. 98907, HEREINAFTER CALLED "CONTRACTOR," AND DEL MONTE CORPORATION, HEREINAFTER CALLED "CORPORATION."

WITNESSETH

THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

1. CONTRACTOR AGREES TO HAUL DURING THE CANNING SEASON ALL CANNERY BYPRODUCTS ARISING FROM THE CROP PACKING OPERATIONS OF CORPORATION AT ITS CANNING PLANT (HEREINAFTER REFERRED TO AS "CANNERY BYPRODUCTS") FROM SUCH PLANT, TO THE DESTINATION(S) AND FOR THE DISPOSITION OR USE SPECIFIED IN SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF. SCHEDULE A DEFINES THE CANNING SEASON, CANNERY BYPRODUCTS, CROP AND CANNING PLANT APPLICABLE TO THIS AGREEMENT.

2. IF APPLICABLE, CONTRACTOR AGREES TO KEEP THE PREMISES OF CORPORATION AT ALL TIMES FREE AND CLEAR OF ALL CANNERY BYPRODUCTS, EXCEPT AS OTHERWISE HEREIN CONTAINED.

3. (A) CONTRACTOR UNDERSTANDS THAT SAID BYPRODUCTS MAY CONTAIN PESTICIDE RESIDUES, OR AGRICULTURAL CHEMICALS, OR MATERIALS WHICH IF FED TO ANIMALS MIGHT RENDER SUCH ANIMALS OR THEIR PRODUCE UNFIT FOR SALE FOR CERTAIN PURPOSES, OR MIGHT RENDER THE LAND UPON WHICH THEY HAVE BEEN DEPOSITED UNFIT FOR AGRICULTURAL PURPOSES. CONTRACTOR AGREES TO ASSUME FULL RESPONSIBILITY FOR THE DISPOSAL OF SUCH CANNERY BYPRODUCTS HAULED FROM THE CANNING PLANT AND FURTHER AGREES TO INDEMNIFY AND SAVE CORPORATION HARMLESS FROM ALL DAMAGE, LIABILITY, LOSS OR COSTS, INCLUDING DEFENSE COSTS OR EXPENSE ARISING FROM INJURIES TO PROPERTY, PUBLIC OR PRIVATE, OR TO PERSONS CAUSED BY CONTRACTOR, ITS AGENTS OR EMPLOYEES, RELATING TO OR ARISING OUT OF ANY OPERATIONS OR ITS PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY DAMAGE OR CONTAMINATION OF LANDS OR WATERS, OR INJURIES TO OR DEATH OF ANIMALS CONSUMING CANNERY BYPRODUCTS.

(B) IF APPLICABLE, CONTRACTOR WARRANTS THAT IT WILL NOT KNOWINGLY DELIVER CANNERY BYPRODUCTS TO LANDS, RANCHES, DUMPING GROUNDS OR OTHER SITES WHERE SUCH CANNERY BYPRODUCTS COULD BE USED AS FEED FOR DAIRY ANIMALS.

(C) IF APPLICABLE, CONTRACTOR WARRANTS THAT IT WILL NOT KNOWINGLY SUFFER OR PERMIT ANY CANNERY BYPRODUCTS TO BE FED TO LIVESTOCK ANIMALS EXCEPT ON THE RANCHES, FARMS OR LANDS OF

None

CONTRACTOR AGREES TO NOTIFY CORPORATION IN WRITING OF THE NAMES AND ADDRESSES OF OWNERS AND/OR LESSORS OF ANY ADDITIONAL RANCHES, FARMS OR LANDS PRIOR TO DELIVERY OF CANNERY BYPRODUCTS THERETO.

(D) CONTRACTOR FURTHER AGREES TO OBTAIN FROM THE OWNERS AND USERS OF CANNERY BYPRODUCTS A RELEASE IN THE FORM ANNEXED HERETO MARKED EXHIBIT A AND TO FURNISH SUCH RELEASES PROMPTLY TO CORPORATION PRIOR TO CONTRACTOR'S DELIVERY OF CANNERY BYPRODUCTS TO SAID PROPERTIES OR END USERS. CONTRACTOR AGREES TO OBTAIN FROM ALL COMMERCIAL FEED DEALERS IN CALIFORNIA TO WHOM CONTRACTOR WILL DELIVER CANNERY BYPRODUCTS AN AGREEMENT IN THE FORM ANNEXED HERETO MARKED EXHIBIT B (WHICH AGREEMENT SHALL BE ATTACHED HERETO AND BECOME A PART HEREOF), AND TO FURNISH SUCH AGREEMENTS PROMPTLY TO CORPORATION PRIOR TO CONTRACTOR'S DELIVERY OF CANNERY BYPRODUCTS TO ANY SUCH DEALER.

4. CONTRACTOR AGREES TO COMPLY WITH THE REGULATIONS OF THE CITY OF Yakima, Washington AND OF ANY OTHER AUTHORITY HAVING JURISDICTION OVER THE OPERATION OF TRUCKS BY CONTRACTOR, AND TO MAINTAIN ANY LICENSES REQUIRED THEREFOR. IN THIS CONNECTION, CONTRACTOR AGREES THAT TRUCK BODIES WHICH IT USES SHALL CONFORM TO ANY SUCH REGULATIONS OR REQUIREMENTS.

CONTRACTOR ALSO AGREES TO COMPLY WITH ALL LICENSING REQUIREMENTS AND ALL OTHER RULES AND REGULATIONS OF THE COUNTY HEALTH DEPARTMENT AND ANY OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER CONTRACTOR'S PERFORMANCE HEREUNDER, INsofar AS THOSE RULES OR REGULATIONS HAVE ANY PERTINENCE TO THE DISPOSAL OF THE CANNERY BYPRODUCTS.

5. WHEN CONTRACTOR DISPOSES OF CANNERY BYPRODUCTS BY DUMPING SAME ON LANDS CONTROLLED, LEASED OR OWNED BY CONTRACTOR, CONTRACTOR AGREES TO MAINTAIN SAID LANDS IN AS SANITARY A CONDITION AS POSSIBLE BY SPREADING THE CANNERY BYPRODUCTS AND BY DISKING IT UNDER AT REGULAR INTERVALS.

6. CORPORATION AGREES TO PAY CONTRACTOR FOR ITS SERVICES AT THE RATES SPECIFIED IN SCHEDULE A.

7. IF CONTRACTOR FAILS TO PROMPTLY CARRY OUT AND PERFORM ANY OF THE OBLIGATIONS AGREED TO BE KEPT AND PERFORMED BY CONTRACTOR, SUCH FAILURE SHALL BE DEEMED A BREACH OF THIS AGREEMENT AND CORPORATION MAY TAKE WHATEVER STEPS ARE NECESSARY TO REMOVE THE CANNERY BYPRODUCTS FROM SAID PROCESSING PLANT TO WHICH DELIVERED, WITHOUT LIABILITY FOR ANY PAYMENT TO CONTRACTOR.

8. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION THAT CANNERY BYPRODUCTS ARE FIT OR SUITABLE FOR ANY PURPOSE OR USE WHATSOEVER.

9. IT IS UNDERSTOOD THAT CONTRACTOR IS AN INDEPENDENT CONTRACTOR AND THAT CORPORATION SHALL HAVE NO CONTROL OVER THE OPERATIONS OF CONTRACTOR OR OF ITS AGENTS OR EMPLOYEES.

10. IT IS HEREBY AGREED THAT IT IS IMPERATIVE TO CORPORATION'S OPERATIONS THAT ITS WASTE HOPPER BE EMPTIED AS OFTEN DURING EACH DAY AS MAY BE NECESSARY TO PERMIT THE SAID HOPPER TO ACCOMMODATE CORPORATION'S CANNERY BYPRODUCTS AS THE SAME ACCUMULATE DURING OPERATIONS. CONTRACTOR AGREES TO FURNISH TRUCKS WITHOUT DELAY TO OR HINDRANCE OF CORPORATION'S OPERATIONS.

11. CONTRACTOR SHALL MAINTAIN, AT CONTRACTOR'S SOLE EXPENSE, WORKERS' COMPENSATION INSURANCE OR OTHER FORMS OF EMPLOYER'S LIABILITY INSURANCE AS MAY BE REQUIRED BY LAW. CONTRACTOR AGREES TO MAINTAIN, AT CONTRACTOR'S SOLE EXPENSE, COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE WITH LIMITS OF \$250,000.00/\$500,000.00 BODILY INJURY LIABILITY, AND \$100,000.00 PROPERTY DAMAGE LIABILITY, WHICH INSURANCE SHALL SPECIFICALLY INCLUDE AND APPLY TO LIABILITY ASSUMED BY THE CONTRACTOR UNDER THIS AGREEMENT, AND SHALL BE IN FORMS OF POLICIES AND IN INSURANCE COMPANIES ACCEPTABLE TO THE CORPORATION.

CONTRACTOR AGREES TO CAUSE ITS INSURANCE CARRIER TO FURNISH THE CORPORATION WITH A CERTIFICATE OR CERTIFICATES OF INSURANCE AS SPECIFIED IN THE ABOVE PROVISION, RECITING THAT SUCH POLICIES OF INSURANCE SHALL NOT BE CANCELLED NOR THEIR COVERAGE REDUCED OR MATERIALLY CHANGED UNTIL AFTER TEN (10) DAYS' WRITTEN NOTICE HAS BEEN GIVEN TO THE CORPORATION, AND MAILED TO DEL MONTE CORPORATION AT P. O. Box 1528 Yakima, Washington 98907, ATTENTION OF Irv Morehouse.

EACH CERTIFICATE OF INSURANCE SHALL SHOW THAT THE POLICY HAS BEEN ENDORSED WITH THE FOLLOWING, APPLICABLE TO THE AGREEMENT ONLY IF:

"IT IS AGREED THAT CORPORATION, ITS OFFICERS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL NAMED INSUREDS AND NOTWITHSTANDING ANY OTHER PROVISION IN THIS POLICY, THE INSURANCE AFFORDED HEREUNDER TO CORPORATION SHALL BE PRIMARY AS TO ANY OTHER INSURANCE AVAILABLE TO CORPORATION, AND SUCH OTHER INSURANCE OR REINSURANCE SHALL NOT BE REQUIRED TO CONTRIBUTE TO ANY LIABILITY OR LOSS UNTIL AND UNLESS THE APPROPRIATE LIMIT OF LIABILITY AFFORDED HEREUNDER IS EXHAUSTED."

*See letter 8-21-59*  
~~12. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY EITHER PARTY, THE OTHER PARTY MAY TERMINATE THE SAME UPON TWENTY FOUR (24) HOURS' WRITTEN NOTICE. THE WAIVER OF ANY BREACH OF THIS AGREEMENT SHALL NOT BE CONSTRUED AS THE WAIVER OF ANY SUBSEQUENT BREACH THEREOF.~~

13. IF ANY TERM OR PROVISION OF THIS AGREEMENT OR THE APPLICATION THEREOF TO ANY PERSON OR CIRCUMSTANCE SHALL, TO ANY EXTENT, BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT, OR THE APPLICATION OF SUCH TERM OR PROVISION TO PERSONS OR CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH IT IS HELD INVALID OR UNENFORCEABLE, SHALL NOT BE AFFECTED THEREBY, AND EACH TERM AND PROVISION OF THIS AGREEMENT SHALL BE VALID AND BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW.

14. THE PROVISIONS OF PARAGRAPH 3(A) SHALL SURVIVE THE TERMINATION AND/OR COMPLETION OF THIS AGREEMENT.

15. THIS AGREEMENT SHALL BE IN EFFECT FOR A PERIOD OF ONE (1) YEAR FROM AND AFTER THE EFFECTIVE DATE AND SHALL CONTINUE FROM YEAR TO YEAR THEREAFTER UNTIL CANCELLED BY EITHER PARTY ON NOT LESS THAN 30 DAYS WRITTEN NOTICE. WRITTEN NOTICE OF TERMINATION OF THIS CONTRACT SHALL BE GIVEN TO THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION NOT LESS THAN 5 DAYS PRIOR TO THE EFFECTIVE DATE OF TERMINATION.

16. THIS CONTRACT IS SUBJECT TO THE POWER AND AUTHORITY OF THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION TO FIX, ALTER AND AMEND JUST, FAIR AND REASONABLE CLASSIFICATIONS, RULES AND REGULATIONS AND MINIMUM RATES AND CHARGES OF CONTRACT CARRIERS IN INTRASTATE SERVICE.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

Czyhold Truck Line, Inc.  
CONTRACTOR

BY: *D. B. Baker*  
TITLE: *Traffic Manager*

DEL MONTE CORPORATION

BY: *Irvin Morehouse*  
TITLE: *Field Manager*