

Contract for Transportation Services

This AGREEMENT made 23rd day of June 2009, by and between Northwest Liquid Transport I, Inc. hereinafter referred to as "Carrier" and Nature's Path Foods USA, Inc. hereinafter referred to as "Shipper".

WITNESSETH:

WHEREAS, Carrier is seeking a permit of authority to engage in transportation as a Solid Waste Carrier by the Washington Utilities and Transportation Commission.

WHEREAS, Shipper desires to utilize the services of Carrier for the transportation of goods falling within the scope of Carrier's operating authority.

NOW THEREFORE, in consideration of the mutual covenants and agreement hereinafter set forth, the parties hereto mutually agree as follows:

1. The term of the Agreement shall begin on the date first mentioned above and shall continue in effect for one year and from year to year thereafter unless cancelled by either party on not less than thirty days written notice to the other party. This same notice of cancellation must also be provided to the Washington State Utilities and Transportation Commission. Provided, however, in the event the Carrier does not receive approval from the Washington State Utilities and Transportation Commission to carrier this waste water within ninety (90) days this Agreement shall automatically terminate.
2. During the term of this Agreement, Shipper may employ the services of Carrier from time to time for the transportation of waste water from its Blaine Washington location to a disposal point within Whatcom County. Upon agreement by Carrier to be so employed, the Carrier shall accept such goods and transport them to a destination or destinations designated by Shipper. Carrier will pick up and deliver all materials in a reasonable and timely manner, subject to rules and regulations. Carrier shall be responsible for the safe operation of its vehicles, the performance of its drivers and compliance with federal, state or local traffic regulations and ordinances.
3. Shipper shall pay Carrier for all such transportation services according to the following schedule of rates and any supplements, reissues and changes thereto mutually agreed to by both parties:
The cost per load is \$196, regardless of volume. Said cost is for delivery to the Post Point facility. Payment due 10 days following receipt of invoice.

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Docket No. TG-091026
Effective Date: October 1, 2009

Provided, it is acknowledged and agreed that the Washington State Utilities and Transportation Commission may fix or amend, just, fair and reasonable classifications, rules and minimum rates and charges for this solid waste collection service.

4. Carrier shall, at its expense, furnish suitable equipment, fuel, supplies, insurance, maintenance and qualified labor necessary to perform the transportation services hereunder. Carrier is, and shall be an independent contractor and is not and shall not be an agent or employee of Shipper.
5. Carrier will, during the term of this Agreement, carry insurance sufficient to meet the requirements of all State agencies with jurisdiction over the Carrier's activities.
6. Failure on the part of either party to enforce its rights under this Agreement shall not constitute a waiver of any of the terms of this Agreement or a forfeiture of any such rights.
7. This Agreement shall endure to and be binding upon the successors and assignees of the parties hereto, except that Carrier shall not assign or transfer this Agreement in whole or in part, without the express advance written consent of Shipper.
8. This Agreement contains all of the understandings of the parties and supersedes and replaces all prior written or oral agreements between them relating to the subject matter herein. No amendment or modification of this Agreement shall be binding upon either party unless accepted in writing by both parties. If any provision or any tariff or rate schedule, the provisions of this Agreement shall apply.
9. All notices, requests, demands and other communications required by or necessary to this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered personally, deposited in the United States Mail, or transmitted electronically or by wire services, addressed as follows:

To Shipper:

Nature's Path Foods USA, Inc.
2220 Nature's Path Way
Blaine, WA 98230

To Carrier:

Northwest Liquid Transport I, Inc.
530 H Street Road
Lynden, WA 98264

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In Witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the day and year first above written.

Carrier: Northwest Liquid Transport I, Inc.

By: Mike Moran
Title: Vice President

Shipper: Nature's Path Foods USA, Inc.

By: [Signature]
Title: Plant Manager