**Addendum to Buchheit Trucking Service, Inc. Independent Contractor Agreement**

**Addendum for Alternative Uses of Equipment**

 The undersigned contractor (“Contractor”) and Buchheit Trucking Service, Inc. (“Carrier”), under the Buchheit Trucking Service, Inc. Independent Contractor Operating Agreement (“Agreement”), agree, pursuant to Section 26 of the Agreement, to the following:

1. In General

At Contractor’s request, Carrier may, with respect to any trip or trips, approve uses of the Equipment to perform transportation services other than on behalf of or in the business of Carrier only under the terms and conditions set forth in this Addendum. The other uses may consist of (together, “Alternative Uses of Equipment”): (i) Sublease – Carrier subleases the Equipment (including services furnished by Contractor’s driver) to another authorized for-hire motor carrier of property (“Sublease Carrier”), exempt or non-exempt from the jurisdiction of the U.S. Secretary of Transportation under 49 U.S.C. §§ 13501 *et seq.*, for the provisions of Equipment and related services to be operated and performed under Sublease Carrier’s operating authority; (ii) Contractor Motor Carriage – Contractor uses Contractor’s own motor carrier operating authority to provide for-hire motor carriage, exempt or non-exempt from the jurisdiction of the U.S. Secretary of Transportation under 49 U.S.C. §§ 13501 *et seq.*, to a shipper (directly or through a motor freight broker), in which event, the provisions of this Addendum relating to Contractor Motor Carriage will be deemed to constitute the sublease required by 49 C.F.R. § 376.12(c)(2); and (iii) Exempt Motor Carriage – Contractor, lacking motor carrier operating authority but possessing a validly issued DOT Number, lawfully provides for-hire motor carriage exempt from the jurisdiction of the U.S. Secretary of Transportation under 49 U.S.C. §§ 13501 *et seq.*, to a shipper (directly or through a property broker).

1. Carrier’s Authorization and Release

To obtain Carrier’s authorization for each Alternative Use of Equipment, Contractor must take the following steps, as applicable, **BEFORE ACCEPTING A TRIP:**

2.1 Sublease

Contractor agrees to ensure Sublease Carrier completes, signs, dates, and then submits to Carrier a sublease in the form Carrier will provide on request (“Sublease”), together with (i) proof (including in the form of a printout of a search on http://li-public.fmcsa.dot.gov/LIVIEW/pkg\_carrquery.prc\_carrlist) that Sublease Carrier has a fully issued and active (not revoked) motor carrier registration and MC Number from the FMCSA (and the name and state under which the FMCSA has listed the MC Number) and (ii) Sublease Carrier’s certificate of insurance required by the Sublease. If Carrier approves the Alternative Use of Equipment, Carrier will sign, date, and send the Sublease to both Sublease Carrier and Contractor. In addition, Contractor will be given an oral or emailed release number from Carrier’s dispatch. Contractor must display the Carrier release number on the trip sheet submitted to Carrier after the trip.

2.2 Contractor Motor Carriage

If the Alternative Use of Equipment is for the performance of interstate services pursuant to Contractor’s motor carrier operating authority issued by the FMCSA, Contractor agrees to submit to Carrier proof (including in the form of a printout of a search on http://li-public.fmcsa.dot.gov/LIVIEW/pkg\_carrquery.prc\_carrlist) that it has a fully issued and active (not revoked) motor carrier registration and MC Number from the FMCSA (and the name and state under which the FMCSA has listed the MC Number). If the Alternative Use of Equipment is for the performance of solely intrastate services pursuant to Contractor’s intrastate motor carrier business operations, if Contractor is required by state law to obtain intrastate operating authority, Contractor agrees to submit to Carrier proof that it has a fully issued and active (not revoked, inactive, etc.) motor carrier registration from the applicable state agency. Regardless of whether the Alternative Use of Equipment is for the performance of interstate or intrastate services, Contractor also must submit to Carrier proof of Contractor’s placards and other identification devices, as well as phone or email Carrier’s dispatch and provide Carrier with valid information about the shipper or broker wishing to arrange the Alternative Use of Equipment – name, address, identification number (which must be the MC number for interstate brokers, any applicable state number for intrastate brokers, and the Federal Employer Identification Number for other entities, including shippers), phone number, email address, and individual contact’s name – and about the planned trips (each commodity to be hauled, dates, times, and city(ies) and state(s) of pick-up and delivery). If Carrier approves the Alternative Use of Equipment, Contractor will be given an oral or emailed release number from Carrier’s dispatch. Contractor must display the Carrier release number on the trip sheet submitted to Carrier after the trip.

2.3 Exempt Motor Carriage

Contractor agrees to submit to Carrier proof (including in the form of a printout of a search on http://li-public.fmcsa.dot.gov/LIVIEW/pkg\_carrquery.prc\_carrlist) that it has obtained a validly issued FMCSA DOT Number (and the name and state under which FMCSA has listed the DOT Number). Contractor must also phone or email Carrier’s dispatch and provide Carrier with valid information about the shipper or broker (same information as required in Section 2.2 of this Addendum, above) and about the planned trips (dates, times, and city(ies) and state(s) of pick-up and delivery). If Carrier approves the Alternative Use of Equipment, Contractor will be given an oral or emailed release number from Carrier’s dispatch. Contractor must display the Carrier release number on the trip sheet submitted to Carrier after the trip.

1. Liquidated Damages If Trip Performed Without Sublease and/or Release

If Contractor performs an Alternative Use of Equipment without obtaining the required Sublease and/or release pursuant to this Addendum, Contractor will be deemed to have materially breached this Agreement. In that event and in light of the administrative, claims-investigation, insurance coverage-litigation, and other expenses Carrier may incur in the event of a Contractor highway accident or incident in connection with such an unauthorized trip, Contractor must, without Carrier having to first issue a demand, immediately pay Carrier liquidated damages in the sum of $1,000 in addition to the unlimited indemnification Contractor will owe Carrier under Sections 11(a)(i)-(ii) of the Agreement. In addition, Carrier may, at its option, immediately terminate the Agreement.

1. CSA Monitoring Service

Because of the possibility that any substandard safety performance under FMCSA’s CSA program of Contractor’s drivers while performing an Alternative Use of Equipment will be counted by FMCSA against Carrier’s own CSA performance (or be the source of liability claims against Carrier in the event of any accident), Carrier has the right to arrange, at Contractor’s expense, to have a qualified, third-party vendor monitor Contractor’s drivers’ CSA performance while performing an Alternative Use of Equipment and regularly report such monitoring results to Carrier. Carrier will deduct or otherwise recover such expense pursuant to the Agreement.

1. Compensation for Alternative-Uses-Of-Equipment

In connection with any Alternative Use of Equipment, Contractor will submit any necessary Sublease- or other Alternative Use-related shipping documents to, and obtain settlement compensation directly and exclusively from, Sublease Carrier (in the case of Sublease trips) or the shipper or broker (in the case of Contractor Motor Carriage or Exempt Motor Carriage trips). Notwithstanding anything in this Addendum to the contrary, Carrier will have no responsibility for collecting freight charges or paying settlement compensation to Contractor for any Alternative-Use-of-Equipment trip.

1. Carrier’s Identification

6.1 Sublease

For the duration of any Sublease, Contractor must remove or cover up all of Carrier’s identification on the Equipment and display instead Sublease Carrier’s identification.

6.2 Contractor Motor Carriage

For the duration of any Contract Motor Carriage, Contractor must remove or cover up all of Carrier’s identification on the Equipment and display instead Contractor’s identification.

6.3 Exempt Motor Carriage

For the duration of any Exempt Motor Carriage, Contractor must remove or cover up Carrier’s identification on the Equipment and display Contractor’s DOT Number, DOT-listed name, and, for intrastate Exempt Motor Carriage trips, any intrastate operating authority identification required by the Applicable Law of the state in which the trip will be performed.

1. Control of and Responsibility For the Equipment

As required by 49 C.F.R. § 376.12(c)(1), Carrier, except for any Sublease and Contractor Motor Carriage, must, with respect to the public, have exclusive possession, control, and use of the Equipment, and assume complete responsibility for the operation of the Equipment. For any Sublease, Carrier’s sublease with Sublease Carrier will, in accordance with 49 C.F.R. § 376.22(c)(2), provide that Sublease Carrier shall have exclusive possession, control, and use of the Equipment, and shall assume complete responsibility for the operation of the Equipment, for the duration of the Sublease. For Contractor Motor Carriage, which also constitutes subleasing, Contractor shall have exclusive possession, control, and use of the Equipment, and shall assume complete responsibility for the operation of the Equipment, for the duration of trip.

1. Insurance

For each Alternative Use of Equipment, just as for trips performed on behalf of Carrier, Carrier’s and Contractor’s insurance obligations shall be as set forth in Appendix B of the Agreement except as otherwise stated below:

8.1 Sublease

As between Sublease Carrier and Carrier, the sublease shall provide that Sublease Carrier’s “public liability” insurance (as defined in 49 C.F.R. § 387.5) and cargo loss-and-damage insurance shall: (i) cover the Equipment for the duration of the Sublease; (ii) be, for public liability insurance, in at least the amounts required by FMCSA regulations promulgated under 49 U.S.C. § 13906 and by applicable State laws and, for cargo loss-and-damage insurance, in at least the amounts maintained by Carrier (as stated in Section 2 of Appendix B); and (iii) be primary to any insurance coverages that Carrier may maintain.

8.2 Contractor Motor Carriage

As between Contractor and Carrier, Contractor shall maintain “public liability” insurance (as defined in 49 C.F.R. § 387.5), in at least the amounts required by FMCSA regulations promulgated under 49 U.S.C. § 13906 and by applicable State laws, and cargo loss-and-damage insurance, in at least the amounts maintained by Carrier (as stated in Section 2 of Appendix B), covering the Equipment for the duration of the Alternative Use of Equipment. Contractor shall provide a valid certificate of insurance evidencing these coverages to Carrier before performing any such Alternative Use of Equipment. On these trips, as between Contractor and Carrier, Contractor’s public liability and cargo loss-and-damage insurance policies shall be primary to any insurance coverages that Carrier may maintain.

8.3 Exempt Motor Carriage

Carrier’s public liability cargo loss-and-damage insurance under Sections 1 and 2 of Appendix B of the Agreement shall provide coverage for Carrier with respect to Contractor’s Alternative Use of Equipment, provided that if Contractor or any entity owned or controlled by Contractor holds, at the time of such Alternative Use of Equipment, an active motor carrier of property registration with FMCSA, Contractor’s public liability and cargo loss-and-damage insurance policies shall be primary to Carrier insurance policies. In addition, before accepting or performing any intrastate Alternative Use of Equipment, if any public liability insurance or indemnity bond is required by the Applicable Law of the State in which such Alternative Use of Equipment will be performed, Contractor agrees to provide Carrier with a valid certificate of insurance or proof of indemnity bond, as applicable, evidencing such insurance or indemnity bond in the amounts specified by such Applicable Law, and such intrastate motor carriage insurance or indemnity bond shall be primary to Carrier’s insurance.

1. Fuel and Mileage Taxes and Reporting

With respect to fuel tax reporting for all Alternative Uses of Equipment, if Contractor has elected to have Carrier perform all fuel and mileage tax reporting on Contractor’s behalf, pursuant to Section 6(a) of the Agreement, Carrier will be deemed the reporting entity with respect to the Equipment and the fuel consumed by the Equipment, and Carrier will perform (directly or through an outside vendor) all fuel and mileage reporting on Contractor’s behalf. Contractor agrees to provide Carrier promptly with all properly completed driver records of duty status, original fuel receipts (each to be submitted with the corresponding record of duty status indicating the fuel purchase for which the receipt was obtained), original toll receipts, and an accurate accounting of all fuel purchases and miles traveled by State. Contractor authorizes Carrier to deduct from Contractor’s gross compensation or otherwise recover, quarterly, any amount described in Section 6(a) of the Agreement.

1. International Registration Plan

With respect to International Registration Plan reporting for all Alternative Uses of Equipment, if Contractor has elected to have Carrier obtain plate(s) on Contractor’s behalf, pursuant to 6(b) of the Agreement, Carrier will be responsible for reporting all miles traveled by Contractor’s Equipment and in what State(s). Contractor agrees to provide Carrier promptly with documentation showing all miles traveled by State for each trip.

1. Driver Records of Duty Status

With respect to any Sublease, Contractor agrees to submit a copy of all driver records of duty status to both Carrier and Sublease Carrier after each trip. All driver records of duty status must: (i) name both Carrier and Sublease Carrier; (ii) show all duty time for each 24-hour period of each trip; and (iii) show the beginning and finishing time (designating a.m. or p.m.) worked for each identified motor carrier. Pursuant to 49 C.F.R. § 395.8(j), before each Sublease, Contractor agrees to provide to Sublease Carrier a signed statement stating Contractor’s driver’s total time on duty during the immediately preceding seven days and the time at which the driver was last relieved from duty prior to beginning work for Sublease Carrier.

1. Driver Vehicle Inspection Reports and Repair Records

With respect to any Sublease and Contractor Motor Carriage, Contractor agrees to prepare and submit to Carrier a written Driver Vehicle Inspection Report complying with the requirements of 49 C.F.R. § 396.11, and Carrier will obtain and maintain all records relating to repairs of the Equipment.

1. Remaining Agreement Terms

In all other respects, the terms of the Agreement shall apply to Contractor’s Alternative Uses of Equipment.

1. Limited Scope and Copies

Except as expressly amended by this Addendum – or by other addenda or amendments, if any, not inconsistent with this Addendum – the Agreement shall remain in full force and effect in accordance with its terms. Carrier shall keep the original of this Addendum and furnish a copy, signed by both parties, to Contractor. Both parties shall then attach this Addendum to their copy of the Agreement.

**THIS ADDENDUM, which completely replaces and supersedes any earlier addendum or other provisions of this Agreement relating to the same subjects, is agreed to by the undersigned parties and shall be effective as of the date of Contractor’s signature below.**

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| **Carrier: Buchheit Trucking Service, Inc.**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title  600 Daugherty Street Scott City, MO 63780 Phone: 573-264-1700 Fax: 573-264-3256 Email: DOTCompliance@Buchheits.com \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date | **Contractor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (Printed) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title  Address (Street, P.O. Box) City, State & Zip Code  Phone Number Fax Number Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date |

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