

LEASE AGREEMENT

This Lease Agreement is entered into this _____ day of _____, 20__ by and between S & S Express, L.L.C., a Nebraska limited liability company, whose mailing address is 54090 Highway 20, Osmond, Nebraska 68765, hereinafter referred to as ("S & S EXPRESS") and _____, whose mailing address is _____, hereinafter referred to as ("LESSOR").

Recitals

WHEREAS, S & S EXPRESS is a motor contract carrier of property authorized by the Federal Highway Administration by Permit No. MC~~285726~~ to provide transportation of property under contract with shippers and receivers of general commodities; and

WHEREAS, LESSOR is the owner of the tractor and/or trailer equipment described on Schedule "A" and LESSOR is the employer of various qualified drivers. LESSOR is duly authorized and empowered to execute this Lease Agreement.

NOW, THEREFORE, in consideration of representations made herein, the parties agree as follows:

1. Lease. S & S EXPRESS hereby leases the equipment and services of the LESSOR, owned and described on Schedule "A" in accordance with the terms of this Lease Agreement, hereinafter the ("Equipment").

2. Certification. LESSOR certifies that the Equipment subject to this Lease meets U.S. Department of Transportation (DOT) safety requirements and standards, and that S & S EXPRESS shall inspect such Equipment and shall determine that such requirements and standards have been met at the time of execution of this Lease Agreement.

LESSOR shall maintain the Equipment in full compliance with all safety requirements and standards at all times. S & S EXPRESS, at LESEE's option, shall have the right to inspect such Equipment at any time and, at least annually. If the Equipment does not pass inspection for any reason at any time, LESSOR, at LESSOR's expense, shall fix such Equipment prior to placing the Equipment in service.

3. Possession. Possession of the Equipment and services leased hereunder shall be transferred under the terms of this Lease from LESSOR to S & S EXPRESS, commencing the _____ day of _____, 20__, and shall continue until cancellation is served by either LESSOR or S & S EXPRESS in writing. At such time as this Lease Agreement is terminated, LESSOR agrees to furnish S & S EXPRESS with a written receipt to show that LESSOR retakes possession of the Equipment.

4. Control and Responsibility. During the term of this Lease Agreement, the S & S EXPRESS 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 Lease.

5. Identification of Equipment. LESSOR agrees to properly identify the Equipment with the Federal Highway Administration's "MC" Number and the name of S & S EXPRESS and both parties shall comply with all other identification requirements under the laws of the United States or any State of the United States of America. S & S EXPRESS shall pay the cost of truck lettering, however, if the Lease is terminated within one year, the cost of the lettering shall be charged-back to LESSOR's account to be deducted from the final settlement.

6. Safety Regulations. LESSOR hereby agrees to comply with all safety regulations required by the Department of Transportation and the various States in which operations are conducted.

7. Compensation. In consideration for the use of the Equipment and services of LESSOR, the S & S EXPRESS agrees to compensate LESSOR in the sum of 82% of the load gross for each trip ticket if LESSOR uses LESSOR's own trailer. In the event LESSOR uses a trailer of S & S EXPRESS, then, the compensation to LESSOR shall be the amount of ~~75%~~^{80%} of the load gross for each trip ticket. LESSOR has the right to examine S & S EXPRESS' documents containing information for determining charges billed to the shipper.

S & S EXPRESS can provide for figuring and reporting LESSOR's quarterly fuel taxes for a quarterly fee for filing of \$85.00 per quarter. The filing fee and fuel tax fees shall be charged to LESSOR to be deducted from LESSOR's settlement.

LESSOR shall submit the necessary delivery documents and all other paperwork concerning LESSOR's trips in the service of S & S EXPRESS by Saturday morning of each week. Payment to LESSOR shall be made by S & S EXPRESS within fifteen (15) days after submission of these necessary delivery documents. Delivery documents and paperwork concerning a trip required before the LESSOR can receive payment is defined as the driver's log books required by the Department of Transportation, and those documents necessary for S & S EXPRESS to secure payment from the shipper. S & S EXPRESS may require the submission of additional documents by the LESSOR but not as a prerequisite to payment. LESSOR must complete all trip tickets and reports. Each trip report must be turned in before the next trip is assigned. S & S EXPRESS may acquire from LESSOR USPC Envelopes at the charge of \$10.00 to facilitate the delivery of the paperwork.

8. Loading Responsibility. LESSOR shall be solely responsible for loading and unloading the property onto and from the Equipment.

Except when the violation results from the acts or omissions of LESSOR, the authorized S & S EXPRESS shall assume the risks and costs of fines for overweight and oversized trailers when the trailers are preloaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside of the LESSOR's control, and for improperly permitted over-dimension and overweight loads and S & S EXPRESS shall reimburse LESSOR for any fines paid by the LESSOR.

9. S & S EXPRESS' Insurance. S & S EXPRESS shall maintain liability and cargo insurance coverage for the protection of the public as required by Federal Highway Administration Regulations under 49 U.S.C. 10927, as amended by Public Law 104-88 and otherwise as amended. All insurance costs for the operation of LESSOR's Equipment while in the service of S & S EXPRESS shall be paid by LESSOR. The cargo insurance coverage has a deductible of \$5,000.00

and LESSOR shall be responsible for payment of the deductible amount of \$5,000.00 on any claim covered by such insurance.

10. LESSOR's Responsibilities. LESSOR, at LESSOR's expense, shall be responsible to maintain, at all times, collision and bobtail insurance.

The LESSOR is responsible for providing all fuel, meals, and lodging, repairs and maintenance to the Equipment, including the tractor and trailer, tolls, detention, etc. necessary in the operation of the Equipment while in the service of S & S EXPRESS. If it becomes necessary for S & S EXPRESS to pay or provide any item that LESSOR is responsible for, the S & S EXPRESS has the right to deduct such cost from the LESSOR's compensation at the time of payment or settlement. If such deduction becomes necessary, then, S & S EXPRESS will provide LESSOR with a full explanation and/or documentation as to how the amount of each item is to be computed. The LESSOR is not required to purchase or rent any products, equipment, or services from S & S EXPRESS as a condition of entering into this Lease Agreement.

LESSOR may use a fuel card provided by S & S EXPRESS and all fuel and fees charged on such fuel card shall be the LESSOR's responsibility and S & S EXPRESS may deduct any such fees from the LESSOR's settlement.

11. Freight Condition. It is the duty of LESSOR to properly determine the condition of the freight at the time such freight is picked-up from the shipper, and a further duty to transport the shipment to its destination in as nearly the same condition as when it was picked-up. The LESSOR shall inspect all shipments at the time of loading and mark any exceptions or conditions on the bill of lading or receipt. At the destination, the LESSOR will again inspect the freight with the consignee and mark on the delivery receipt any exceptions to the condition or damages to the shipment that occurred during transit. Delivery receipts will be turned into S & S EXPRESS as part of the documentation required for payment. S & S EXPRESS has a right to deduct damages of freight in transit caused by LESSOR and not reimburse by insurance. S & S EXPRESS will provide a written explanation and itemization of any deductions for cargo or property damaged made from the compensation to LESSOR.

12. Driver of LESSOR. The driver of LESSOR is responsible for loading and unloading freight to and from the trailer. LESSOR shall permit the Equipment to be operated only by competent and qualified employees or persons and all such employees or persons shall have a valid commercial driver's license in effect at all times. LESSOR shall insure that the Equipment is not subjected to careless or needless rough usage at any time. All drivers of the Equipment must be approved by S & S EXPRESS and S & S EXPRESS' insurance company prior to the operation of the Equipment at all times.

13. Escrow Funds. Escrow funds shall be on deposit with S & S EXPRESS by LESSOR in the sum of \$2,500.00, which may be paid up front or the sum of \$250.00 will be deducted weekly from LESSOR's settlement until the escrow reaches \$2,500.00.

While the escrow fund is under the control of S & S EXPRESS, S & S EXPRESS shall provide an accounting to the LESSOR of any transactions involving such fund. S & S EXPRESS shall perform this accounting, at S & S EXPRESS' option, in one of two ways, (1) by clearly indicating an individual settlement sheet the amount and description of any deduction or addition made to the escrow fund; or (2) by providing a separate accounting to the LESSOR

of any transactions involving the escrow fund. There shall be no interest paid on the escrow funds while under the control of S & S EXPRESS.

At the time of the return of the escrow fund, S & S EXPRESS may deduct monies for those obligations incurred by the LESSOR which have been previously specified in the Lease, and shall provide a final accounting to the LESSOR of all such final deductions made to the escrow fund. In no event shall the escrow fund be returned later than 45 days from the date of termination.

14. Independent Contractor Status. It is understood by the parties that the services of LESSOR under the terms of this Lease Agreement is that of an Independent Contractor and that no "employee-employer" relationship exists between LESSOR and LESSE. LESSOR is responsible for providing LESSOR's own workman compensation insurance, employment and income taxes, etc. Any drivers or employees of LESSOR are the complete and sole responsibility of the LESSOR.

Furthermore, nothing in this Lease or the relationship between the parties arising out of the use or possession of the Equipment shall be deemed to constitute the parties hereto as joint venturers, partners, principal and agent or employer and employee with respect to each other. LESSOR and S & S EXPRESS shall, at all times, be deemed to be independent contractors *vis-à-vis* each other. Each party shall be responsible and liable for its own employees, licenses, fees, and expenses with regard to the operation of their respective businesses.

15. Additional Provisions.

- (a) S & S EXPRESS shall pay for the pre-employment drug testing. If LESSOR terminates the Lease within one year from the date of the test, the amount of the test charges shall be charged back to LESSOR and deducted from LESSOR's final settlement.
- (b) S & S EXPRESS shall pay for the fees associated with the base plate licensing and authority. LESSOR shall reimburse S & S EXPRESS for all payments associated therewith on a schedule during this Lease Agreement as can be agreed by the parties, which reimbursement shall be paid in full no later than by the end of the term of this Lease Agreement.
- (c) LESSOR shall receive all tarping fees, fuel sur-charges, and stop and pickup fees associated with the Equipment.
- (d) LESSOR shall maintain minimum supplies on the Equipment as required by S & S EXPRESS, to include but not be limited to 2-six foot drop tarps; 12-chains; 12-binders; 20-thirty foot straps; all signs and flags; edge protectors; eight pieces of donage; 10 coil racks; winch bar; and any additional equipment necessary to haul the loads safely and legally.
- (e) LESSOR shall provide to S & S EXPRESS an active and operating cell phone number at all times and the current active cell phone number is _____.
- (f) The terms of this Agreement shall be treated by the parties as confidential and LESSOR shall not disclose to third parties, the

terms of this agreement or any information concerning the business of S & S EXPRESS, including information regarding suppliers, products and customers without the prior written consent of S & S EXPRESS.

- (g) LESSOR shall, in case of accident, notify S & S EXPRESS immediately of said accident so that S & S EXPRESS may assist in obtaining and directing an insurance company adjuster and representative to the scene of the accident. LESSOR shall also assist in providing S & S EXPRESS with sufficient information in giving Notice to all authorities as provided by law.
- (h) LESSOR shall be liable for the entire loss or damage to cargo and third persons or property resulting from the negligent, willful or intentional act of the LESSOR, LESSOR's agent, driver, or employees. This shall include, but not be limited to, colliding with overhead structures, and cargo loss due to improper or negligent securing by the LESSOR, LESSOR' agents, drivers, or employees.

16. Termination.

- (a) This Lease Agreement may be cancelled upon written notice by either LESSOR or S & S EXPRESS.
- (b) It is agreed that any loads in transit will be delivered prior to cancellation of this Lease Agreement and all required paperwork will be turned in prior to final settlement. Any costs incurred by S & S EXPRESS to complete the delivery of a load in transit will be charged to the LESSOR.
- (c) The LESSOR agrees to remove identification signs or devices from the Equipment upon termination of the Lease and return such signs or devices to the S & S EXPRESS. If identification has been painted directly on the Equipment, then, LESSOR agrees to furnish a photograph of both sides of the Equipment showing identification has been removed or painted over. Failure to furnish evidence of the removal of identification from the Equipment will result in the withholding of the final settlement.
- (d) In the event LESSOR commits a material breach of this Agreement, S & S EXPRESS shall have the right to terminate this Agreement immediately and hold LESSOR liable for any damages, including court costs and reasonable attorney's fees, as allowed by law.

17. Copies of Lease Agreement. An original and two copies of this Lease Agreement shall be signed by the parties. S & S EXPRESS shall keep the original and shall place a copy of the Lease Agreement on the Equipment during the period of the Lease and LESSOR shall comply with this requirement at all times to have a copy of the Lease Agreement in and on the Equipment. LESSOR shall keep the other copy of the Lease Agreement.

18. Binding Effect. This Agreement is to become effective on the ____ day of _____, 2013, and shall remain in effect for a period of _____ from such date and thereafter, subject to the right of either party hereto to cancel or terminate the Agreement at any time upon written notice to the other party.

IN WITNESS WHEREOF, this Agreement is entered into and executed by the parties above herein written.

LESSOR:

By _____

By _____

LESSEE:

S & S EXPRESS, L.L.C.

By _____
Its Authorized Member

AMMENDMENT 1

WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE.

CONTRACTOR shall provide workers' compensation insurance coverage for CONTRACTOR (if a natural person), all of its employees and agents, anyone driving the vehicles which are the subject of this Agreement, and any other persons required to be covered under the covered under the worker's compensation law of any state that is reasonably likely to have jurisdiction over CONTRACTOR'S business operations and in amounts not less than the statutory limits required by such applicable state law. The worker's compensation insurance policy shall provide principal coverage in Nebraska and shall provide "other states coverage" that excludes only North Dakota, Ohio, Washington and Wyoming. As evidence of such coverage, CONTRACTOR shall provide CARRIER with a copy of the insurance policy declarations page for CARRIER'S verification before operating the Equipment under this Agreement. Such coverage shall be no less comprehensive than the coverage CARRIER will facilitate on CONTRACTOR'S behalf if CONTRACTOR so chooses, as provided elsewhere in this Agreement. A CONTRACTOR and his employees if allowed by law, may, as an alternative to obtaining workers' compensation coverage, obtain and occupational accident insurance policy. Such occupational accident insurance coverage shall be no less comprehensive than the occupational accident insurance coverage CARRIER will facilitate on CONTRACTOR'S behalf if CONTRACTOR so chooses, as provided elsewhere in this Agreement.

Neither the CONTRACTOR nor its EMPLOYEES are to be considered the employees of the CARRIER at any time, under any circumstances or for any purpose.

Signed

Date

S & S EXPRESS L.L.C.
ICC MC-285726
54090 HWY 20
OSMOND, NE 68765-5022

THIS IS TO CERTIFY THE FOLLOWING DESCRIBED EQUIPMENT

TYPE	UNIT#	MAKE	YEAR	SERIAL#	LICENSE#

Owned By:

NAME: _____

Is being operated by S & S EXPRESS L.L.C. 54090 Hwy 20 Osmond, NE 68765-5022 on this date _____ for a period of time beginning this date and continuing thereafter until said contract shall be completed or cancelled. This certificate shall be considered as valid and in force and effect as long as it is in the possession of said owner, his agent, and employee unless notice of cancellation hereof has been filled with the State Board Commission of Official (or the Governor, if there is no such State Board of Commission of Official) having jurisdiction over the business of transportation by motor vehicle of each state in which S & S EXPRESS L.L.C operates.

The commodities to be transported include those commodities S & S EXPRESS L.L.C. is authorized to transport under its certificate authority received from the Interstate Commerce Commission, and any and all commodities the transportation of which requires no such certificate authority.

The LESSOR for the purpose of Interstate Commerce Commission regulations acknowledges receipt of the following equipment to be used by the LESSEE and the LESSOR under their agreement, once the prescribed equipment conforms to and meets the requirements of all applicable Federal and State laws and the rules and regulations of the Interstate Commerce Commission.

The original of the contract _____ is kept at the office of S & S EXPRESS L.L.C. 54090 Hwy 20 Osmond, NE 68765-5022.

By: _____

LESSEE/TITLE

LESSOR

S & S EXPRESS L.L.C.
ICC MC-285726
54090 HWY 20
OSMOND, NE 68765-5022

HOLD HARMLESS AGREEMENT

This agreement is to verify that S & S EXPRESS L.L.C. operating leased equipment in _____ States', hauling general commodity freight, does not authorize or condone unauthorized passengers in any of its leased equipment. An unauthorized passenger is someone who has not been properly qualified and approved by S & S EXPRESS L.L.C. as a driver allowed to be in equipment leased by S & S EXPRESS L.L.C.

The undersigned further agrees to hold S & S EXPRESS L.L.C. its Agents, Employees, and Insurance Carriers Harmless from any claims, injuries, or suits arising directly or indirectly because of an unauthorized passenger on S & S EXPRESS L.L.C. premises or in its vehicles.

DATE

LESSEE/ TITLE

LESSOR

S & S EXPRESS L.L.C.
ICC MC-285726
54090 HWY 20
OSMOND, NE 68765-5022

STATEMENT OF OWNER / OPERATOR STATUS

Owner/ Operator _____

Address _____

The purpose of this form is to document the above Owner/Operator as a sole proprietor, not subject to the Worker's Compensation law, and therefore do not pay for Worker's Compensation coverage.

- I am a sole proprietorship.
- As a sole proprietor, I do not have any employees and do not pay and labor expenses.
- I am the owner and operator of the truck used.
- I pay my own business operations expenses.
- I acknowledge that as a sole proprietor, I am not, by law, subject to the Worker's Compensation act.
- If any of the above should change, I will notify you prior to performing the next job.

DATE

LESSOR

Note: this form should be reviewed periodically for changes in the Owner / Operator status.

S &S EXPRESS L.L.C.
ICC MC-285726
54090 HWY 20
OSMOND, NE 68765-5022

TO WHOM IT MAY CONCERN:

This is to certify that the Federal Highway Use Tax for _____ year has been paid and that the undersigned will be responsible for payment of future years Federal Highway Use Tax on the below described equipment.

TYPE	UNIT#	MAKE	YEAR	SERIAL#	LICENSE#

Date: _____

By: _____

LESSEE/ TITLE

LESSOR

OWNER OPERATOR'S PAY SCHEDULES

12/19/2018

REGARDING PAPERWORK:

All must be in our office by noon on Monday (that includes trip sheet, legible scanned copies of bill of lading – originals can be handed in later -, and fuel invoices) for the check to be issued 2 weeks after unless the bank is closed then it will be the next day they are open. Any paperwork turned in after noon Monday will be processed on the next pay settlement. ONE check will be issued per week.

REGARDING REPAIRS:

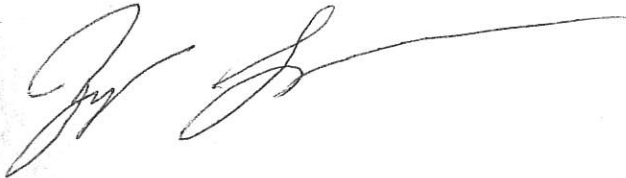
Invoices for repairs that we pay for will be deducted from the maintenance fund or your next settlement. In-house repair invoices will be taken out of maintenance or next pay period (this invoice cannot be divided between the two). The in-house repair discount on an invoice will be deleted if this cannot be done.

REASON:

This is changing because of delays on getting ALL paperwork in at a timely manner. Office staff are unable to accurately complete the paperwork on time. They are here to make my job easier, because of rudeness and expecting them to just handle this, it has become a gray area and a big problem.

AS OF JANUARY THESE CHANGES WILL TAKE EFFECT.

JODY

A handwritten signature in black ink, appearing to be 'Jody', with a long horizontal line extending to the right.