

**HRCF II, L.L.C. ("Provider")
Chassis Interchange Agreement**

Provider's Website: www.hrcf2.org

BY CLICKING THE "I ACCEPT" BOX, YOU ARE AGREEING ON BEHALF OF THE ENTITY TO WHICH THE CHASSIS WILL BE INTERCHANGED ("MOTOR CARRIER") THAT MOTOR CARRIER WILL BE BOUND BY AND IS BECOMING A PARTY TO THIS CHASSIS INTERCHANGE AGREEMENT (THIS "AGREEMENT"), THAT YOU HAVE THE AUTHORITY TO BIND MOTOR CARRIER, THAT YOU ARE A SIGNATORY TO AND IN GOOD STANDING WITH THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT, AS IT MAY CHANGE FROM TIME TO TIME ("UIIA"), AND THAT YOU DO NOT HAVE AN UNSATISFACTORY SAFETY RATING ISSUED BY A REGULATORY AGENCY WITH JURISDICTION OVER YOUR OPERATIONS, INCLUDING BUT NOT LIMITED TO THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION. IF MOTOR CARRIER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT SELECT THE "I ACCEPT" BOX. MOTOR CARRIER WILL NOT BE PROVIDED ANY SERVICES UNLESS AND UNTIL IT HAS AGREED TO BE BOUND BY THESE TERMS. THE "EFFECTIVE DATE" FOR THIS AGREEMENT SHALL BE THE DAY YOU CHECK THE "I ACCEPT" BOX.

1. **PURPOSE.** In consideration of, and subject to, the terms and conditions herein, PROVIDER hereby agrees to the interchange of PROVIDER's chassis ("Chassis") to MOTOR CARRIER. MOTOR CARRIER understands and agrees that this Agreement does not entitle MOTOR CARRIER to obtain any specific quantity or volume of Chassis from PROVIDER.
2. **TERM.** This Agreement shall commence on the Effective Date and continue for an indefinite period (the "Term").
3. **PROVIDER AND MOTOR CARRIER.** The term "PROVIDER" shall include PROVIDER's officers, directors, members, employees, agents, any present or former officer, director, supervisor, parent, subsidiary, affiliated and/or successor corporation and/or any other entity that is a part of, related to, and/or associated with PROVIDER. The term "MOTOR CARRIER" shall include the individual who accepts this Agreement on behalf of the MOTOR CARRIER, the MOTOR CARRIER's company, partnership, and/or sole proprietorship, and any individual acting on behalf of or authorized by MOTOR CARRIER while MOTOR CARRIER has possession of the Chassis during the Term.
4. **CHASSIS ACCEPTANCE.** Prior to accepting delivery of a Chassis, MOTOR CARRIER shall conduct a pre-trip inspection that complies with the inspection requirements of the UIIA and MOTOR CARRIER'S obligations under applicable law. At the time of interchange, PROVIDER and MOTOR CARRIER or their agents shall execute an Equipment Interchange Receipt ("EIR") which shall describe the Chassis and all observable damage thereon. MOTOR CARRIER agrees to reject any Chassis if the items required to be inspected are not in good operating condition or not in compliance with applicable law. Any party who takes delivery of a Chassis on behalf of MOTOR CARRIER shall be deemed to have authority on behalf of MOTOR CARRIER to inspect and either accept or reject such Chassis. MOTOR CARRIER's inspection and acceptance of any Chassis shall (i) constitute conclusive evidence of receipt by MOTOR CARRIER of such Chassis for all purposes of this Agreement, and (ii) be deemed an acknowledgement that such Chassis is in good operating condition and that complies with all applicable laws to the extent of the required inspection by MOTOR CARRIER. ALL damage to the Chassis shall be noted by MOTOR CARRIER (or MOTOR CARRIER's representatives) on the EIR. Upon MOTOR CARRIER's or MOTOR CARRIER's representative's inspection and acceptance of a Chassis, all terms and conditions of this Agreement shall apply to such Chassis.
5. **CHASSIS OWNERSHIP.** MOTOR CARRIER agrees that each Chassis is at all times, and remains the sole and exclusive property of PROVIDER, and MOTOR CARRIER shall acquire no ownership

rights of any nature by virtue of paying daily usage charges, cost of repairs or cost of transporting the Chassis. Each Chassis shall, where appropriate, have PROVIDER's serial numbers and other identifying marks affixed which shall not be obliterated or altered by MOTOR CARRIER. Registration and licensing fees for Chassis shall be paid by PROVIDER.

6. **CHASSIS USE.** MOTOR CARRIER shall have complete right of possession and use of the Chassis during the Term so long as no Event of Default (as defined in Section 18 below) has occurred. MOTOR CARRIER shall have the exclusive right to supervise, direct and control the activities of all persons who are employed by or through MOTOR CARRIER or who otherwise operate or use the Chassis during the Term. No individual operating, in possession of, or using the Chassis on behalf of MOTOR CARRIER shall be considered an agent or employee of PROVIDER for any purpose whatsoever. MOTOR CARRIER understands and agrees that MOTOR CARRIER will not use the Chassis, and/or permit the chassis to be used, in any manner whatsoever in violation and/or contravention of any municipal, county, state, federal, and/or tribal law, ordinance and/or regulation, and MOTOR CARRIER shall use the Chassis only for the over-the-road transport or repositioning of intermodal shipping containers. The MOTOR CARRIER is solely responsible for payment of any citations and/or tickets issued against the Chassis while in the MOTOR CARRIER's possession or control. MOTOR CARRIER shall maintain written or electronic logs of the location(s) where the Chassis goes and shall, upon PROVIDER's request, provide PROVIDER with these travel logs.

7. **CHASSIS USAGE CHARGES; BILLING.** MOTOR CARRIER shall pay PROVIDER, as a daily usage charge, an amount per calendar day until and inclusive of the day MOTOR CARRIER returns the Chassis to PROVIDER (the "Use Fee") at one of PROVIDER'S depots listed on PROVIDER'S website. PROVIDER's Schedule of Rates, including those used to determine the Use Fee, shall be posted on PROVIDER's website. PROVIDER may modify the rate cards from time to time, provided that, any modifications shall be posted on such site at least thirty (30) days before the modified rates take effect. Accordingly, MOTOR CARRIER shall review the site from time to time. Any modified rates shall apply only to Chassis use commencing after the effective date of any such modification and not to any then-existing Chassis usage. MOTOR CARRIER understands and agrees that any part of a day constitutes a full day's usage and MOTOR CARRIER will be charged a full daily Use Fee. If MOTOR CARRIER returns a Chassis within ten (10) days, PROVIDER will bill MOTOR CARRIER upon return of the Chassis. If MOTOR CARRIER uses a Chassis for more than ten (10) days, PROVIDER will bill MOTOR CARRIER for the first ten (10) usage days, and PROVIDER will bill MOTOR CARRIER for each subsequent ten (10) usage days at the end of each ten (10)-day period until the Chassis is returned, at which point PROVIDER will bill MOTOR CARRIER for any unbilled usage days. MOTOR CARRIER understands and agrees that billing for Use Fees shall be by posting bills and billing information on an internet portal designated by Provider or the Service (defined below). MOTOR CARRIER agrees that it will not receive a physical invoice and that MOTOR CARRIER must check its internet portal frequently for bills and billing information. MOTOR CARRIER shall have five (5) days to review each bill after it is posted ("Pre-Bill") and to dispute or object to any charges therein. **ALL CHARGES NOT OBJECTED TO WITHIN THE FIVE (5)-DAY REVIEW PERIOD SHALL BE FINAL AND SHALL BE DEEMED ACCEPTED BY MOTOR CARRIER.** See Section 20 below regarding disputes. MOTOR CARRIER shall make payment by authorized payment method within thirty (30) days after the billing date, which shall be five (5) days after the Pre-Bill is posted.

8. **RETURN OF CHASSIS.** MOTOR CARRIER shall at its sole cost and expense return Chassis only to (i) the Start/Stop location where MOTOR CARRIER received the Chassis, or (ii) one of the Start/Stop locations specified by PROVIDER on PROVIDER's website. From time to time, however, PROVIDER may restrict MOTOR CARRIER'S right to return Chassis to any of PROVIDER'S Start/Stop locations. When Start/Stop locations are restricted pursuant to this Section, PROVIDER will post the restriction on its website and notify the MOTOR CARRIER by e-mail not later than 4:00 p.m. Eastern Time the business day prior to the effective date of the restrictions on the Start/Stop location(s). If MOTOR CARRIER redelivers Chassis to

PROVIDER at a location other than a permitted location without prior written approval from PROVIDER, then MOTOR CARRIER shall pay PROVIDER its costs to dray the Chassis to a permitted location.

9. **MANAGEMENT SERVICE.** MOTOR CARRIER understands that PROVIDER will utilize online management applications (the "Service") to bill for Use Fees and to manage events arising under this Agreement. The Service provider will be International Asset Systems Limited ("IAS"). MOTOR CARRIER agrees to the following terms and conditions relating to the Service:

- a. MOTOR CARRIER agrees not to: (i) use any device, software or technique to interfere with or attempt to interfere with the Service, or interfere with any other party's use and enjoyment of the Service's website; (ii) attempt by any means to gain unauthorized access to the Service, including, but not limited to, access through other accounts not legally registered to MOTOR CARRIER; (iii) pass User IDs or passwords to any third party without written consent from PROVIDER and IAS; (iv) use any robot, spider or other automatic device, process or means to access the Service, or use any manual process to monitor or copy content from the Service website for any other unauthorized purpose without IAS's prior express written permission; or (v) engage in any activity that could be construed to constitute unsolicited or unauthorized advertising or promotional materials.
- b. MOTOR CARRIER agrees not to post, upload or otherwise transmit: (i) any Data that is unlawful, harmful or otherwise objectionable or violates any governmental agency, local, state, national or foreign laws; (ii) any data that MOTOR CARRIER does not have a right to transmit under any law or under contractual or fiduciary relationships; (iii) any data that infringes any patent, trademark, trade secret, copyright or other proprietary, publicity or privacy rights of any party; (iv) any data that contains viruses, bugs, Trojan horses, or any other harmful or deleterious programs; (v) any data which is defamatory in any way or of an obscene nature.
- c. MOTOR CARRIER shall not: (i) disassemble, reverse engineer, decompile or otherwise attempt to derive source code from the Service; (ii) modify, adapt, create derivative works based upon, or translate the Service or any part thereof; (iii) copy, install or use any components of the Service on any of its computer systems, servers or networks; (iv) transfer, lease, loan, resell for profit, distribute or otherwise grant any rights in or access the Service in any form to any other party. MOTOR CARRIER shall indemnify and hold PROVIDER harmless from, any act or omission of MOTOR CARRIER or anyone accessing the Service on MOTOR CARRIER's behalf in any way related to the Service. MOTOR CARRIER waives all of those defenses that MOTOR CARRIER may have as to why MOTOR CARRIER should not be liable for the acts or omissions of anyone accessing the Service on MOTOR CARRIER's behalf.
- d. IAS, PROVIDER, AND THEIR AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND/OR AGENTS (THE "IAS PARTIES") SHALL NOT BE LIABLE FOR CORRUPTION, UNAUTHORIZED DISCLOSURE OR ERASURE OF DATA TRANSMITTED OR RECEIVED OR STORED ON THE IAS SYSTEM. THE IAS PARTIES WILL NOT BE LIABLE TO MOTOR CARRIER FOR ANY CLAIMS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSSES OR DAMAGES RESULTING FROM THE LOSS OF DATA, INABILITY TO ACCESS THE SERVICE, OR INABILITY TO TRANSMIT OR RECEIVE DATA, CAUSED BY OR RESULTING FROM DELAYS, NON-DELIVERY, OR SERVICE INTERRUPTIONS DUE TO CIRCUMSTANCES NOT IN THE DIRECT CONTROL OF THE IAS PARTIES SUCH AS, BUT NOT LIMITED TO, SUPPLIER PROBLEMS, MOTOR CARRIER'S EQUIPMENT CAPABILITIES, TELECOMMUNICATIONS FAILURES, OR INTERNET SERVICE PROVIDER LIMITATIONS.

- e. NEITHER IAS NOR PROVIDER SHALL BE LIABLE TO MOTOR CARRIER, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- f. UNDER NO CIRCUMSTANCES SHALL IAS'S LIABILITY TO THE MOTOR CARRIER OR TO ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED \$20,000.

10. **INSURANCE.** MOTOR CARRIER shall have in effect and shall obtain and maintain, at MOTOR CARRIER's sole cost and expense, throughout the Term the following insurance coverage:

- a. Commercial automobile and property damage insurance policy with a combined single limit of not less than \$1,000,000.00 or greater insuring the Chassis provided to MOTOR CARRIER under this Agreement. The policy must cover User's indemnity obligations under this Agreement. The policy must be marked as either "ANY AUTO" or "SCHEDULED AND HIRED." The policy may **NOT** be marked "SCHEDULED ONLY" or "ALL OWNED AUTOS".
- b. All risk, loss and damage insurance (including mysterious disappearance, unexplained loss or war risks and strikes, riots and civil commotions risks) while in transit or at rest, in an amount equal to the replacement value of all Chassis interchanged to the MOTOR CARRIER hereunder with limits of not less than \$25,000;
- c. Commercial general liability insurance, including contractual liability and broad form property damage, with a combined single limit of not less than \$1,000,000 per occurrence or greater, of which no portion can be self-insured;
- d. General liability and automobile insurance in an amount not less than \$5,000,000 combined single limit for the carriage of hazardous materials that are transported by MOTOR CARRIER utilizing the Chassis.
- e. Worker's Compensation and employer's liability insurance, or similar type of coverage, required to satisfy all statutory requirements in any state or country where Chassis are possessed, such policies waiving any subrogation rights against PROVIDER.

The insurance set forth in this Section shall (i) be primary to and non-contributing with any other applicable insurance and waive subrogation, (ii) name the PROVIDER, its manager, and Virginia International Terminals as an additional insured, (iii) include a direct loss payee clause in favor of PROVIDER providing that upon PROVIDER's giving notice to the insurer that, notwithstanding the expiration or cancellation of such insurance, it shall, insofar as the interest of PROVIDER is concerned, remain in full force and effect for 30 days after written notice of such expiration or cancellation from the insurer to PROVIDER and (iv) be underwritten with a company acceptable to PROVIDER in its reasonable discretion. MOTOR CARRIER hereby assigns to PROVIDER all of its present and future right, title and interest in and to all insurance proceeds now and hereafter payable to MOTOR CARRIER with respect to damage to or loss of the Chassis, including without limitation, any recovery costs and expenses.

Prior to taking possession of any Chassis, MOTOR CARRIER shall furnish to PROVIDER written certificates obtained from the insurance carrier(s) showing that such insurance, has been procured, is being properly maintained. The certificates shall contain the expiration date and specify that written notice of cancellation or modification or material alteration (e.g. coverage reduced, limit decreased or additional insured removed) of the policies shall be given to PROVIDER at least thirty (30) days prior to cancellation or modification or material alteration. PROVIDER shall be under no duty to either ascertain the existence of or to examine any such

insurance policy or to advise MOTOR CARRIER in the event such insurance coverage does not comply with the requirements of this Agreement.

During the Term or while the Chassis is still under the possession or control of MOTOR CARRIER, upon request from PROVIDER, MOTOR CARRIER shall provide PROVIDER with copies of the applicable insurance policies. If MOTOR CARRIER fails to provide such proof, PROVIDER may obtain separate insurance on behalf of MOTOR CARRIER and charge the amount of any cost to MOTOR CARRIER as additional usage charges. Notwithstanding the foregoing, the maintenance of insurance by PROVIDER shall not be deemed or construed to limit or modify the MOTOR CARRIER's obligations hereunder.

11. LOSS, THEFT, DESTRUCTION OR DAMAGE OF CHASSIS.

- a. MOTOR CARRIER shall return each Chassis in the same condition as received by MOTOR CARRIER, normal wear and tear excepted. MOTOR CARRIER shall be responsible for repairing all damage (including without limitation, repairing or replacing any component part of a Chassis) occurring to a Chassis while such Chassis is in possession of the MOTOR CARRIER. If damage is discovered upon return of the Chassis to PROVIDER, MOTOR CARRIER will pay the cost of repairs incurred by the PROVIDER. If repairs are required while the Chassis is in the possession of the MOTOR CARRIER, the MOTOR CARRIER shall repair damage to the Chassis in accordance with PROVIDER's over-the-road repair procedures and requirements for return of damaged Chassis posted on PROVIDER's website. Materials used to complete the repairs must be of similar quality and type as material removed. If MOTOR CARRIER makes any repairs on the Chassis, MOTOR CARRIER shall be responsible for the cost of such repairs. Repairs, when completed, are subject to acceptance by PROVIDER. If MOTOR CARRIER fails to repair damage or, in PROVIDER's discretion, makes improper repairs, the MOTOR CARRIER shall pay PROVIDER for the reasonable cost to repair or replace the Chassis.
- b. If any Chassis is lost, destroyed, confiscated, damaged beyond repair (as determined by PROVIDER in its sole discretion) or stolen, MOTOR CARRIER agrees to pay PROVIDER for the depreciated replacement value as determined by PROVIDER in its reasonable discretion ("Replacement Value") for said Chassis as of the date it was lost, destroyed, confiscated, damaged beyond repair, or stolen.
- c. MOTOR CARRIER must notify PROVIDER of the loss, theft, confiscation, or destruction of Chassis by telephone within twenty-four (24) hours of such damage or the discovery of loss or theft, and MOTOR CARRIER must give PROVIDER written notification within five (5) days thereafter. PROVIDER will provide the MOTOR CARRIER with instructions for the disposition of the destroyed Chassis. Unless PROVIDER directs otherwise, MOTOR CARRIER is responsible for returning all Chassis equipment, and the costs thereof, and MOTOR CARRIER shall protect the Chassis from any further damage.
- d. MOTOR CARRIER's obligation to pay usage charges with respect to such Chassis in accordance to Section 7 (and to pay and other charges which may be due under this Agreement) shall continue until the day on which PROVIDER receives from the MOTOR CARRIER the "Full Settlement" with respect to such Chassis. For purposes hereof, the "Full Settlement" shall mean (i) proof, in such form as may be acceptable to PROVIDER, of such loss, destruction, confiscation, damage or theft, (ii) payment of the Replacement Value for such Chassis as determined by PROVIDER from time to time, and (iii) payment of all other amounts then due and payable under this Agreement with respect to such Chassis.

12. **LIMITATION OF LIABILITY.** PROVIDER shall not be liable to MOTOR CARRIER or any other person for any failure or delay in the performance of any obligation due to events beyond its reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, sabotage, riots, civil disorder, strikes, lockouts, labor disputes, labor shortages, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or equipment, failure of suppliers to deliver as requested, failure of repair facilities to finish repairs, acts of God, and acts of regulations or priorities of any government or its branches or agencies. Under no circumstances shall PROVIDER be liable, and MOTOR CARRIER hereby waives any claim against PROVIDER, for any lost profits or for special, consequential or exemplary damages, including, without limitation, damages or delays to cargo.

13. **INDEMNIFICATION.** MOTOR CARRIER shall defend, indemnify and hold harmless PROVIDER, Virginia International Terminals, Inc., the Virginia Port Authority, Virginia Intermodal Management, L.L.C., the owners of the Chassis, and their insurers, affiliates, managers, officers, directors, agents, employees, representatives, successors and assigns (without regard to whether their liability is vicarious, implied in law or as a result of their failure or negligence or otherwise) from and against any and all suits, losses, fines, penalties, damages, claims, injuries including death, damage to property, damage to or loss of any Chassis, other demands and liabilities of every nature, including reasonable attorney's fees, arising directly or indirectly from or in connection with MOTOR CARRIER's possession, use, condition, or operation of the Chassis, including actions or claims for negligence or strict liability in tort, excluding only liabilities solely and directly arising out of PROVIDER's willful misconduct or grossly negligent acts. PROVIDER does not assume liability for any acts or omissions of MOTOR CARRIER or its agents or employees. MOTOR CARRIER shall be responsible for and shall pay any and all fines or citations arising out of its acts or omissions related to the Chassis during the Term. If applicable state law does not allow enforcement of indemnity obligations to the extent contained in this Section, the parties expressly agree that MOTOR CARRIER will be obligated to indemnify PROVIDER and the other indemnified parties to the fullest extent allowed by applicable law. For the purposes of this Section 13, the term "Chassis" shall include both chassis and any intermodal shipping containers transported by the chassis.

14. **WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF ANY INTERMODAL CHASSIS, EXCEPT THAT PROVIDER REPRESENTS THAT, AT THE TIME OF ANY DELIVERY TO MOTOR CARRIER HEREUNDER, PROVIDER HAS TITLE OR RIGHT OF POSSESSION AND USE OF THE RELEVANT CHASSIS. BY EXECUTING A CHASSIS INSPECTION REPORT AND/OR ACCEPTING A CHASSIS, MOTOR CARRIER ACCEPTS EACH CHASSIS "AS IS" AND EXPRESSLY DISCLAIMS ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY PROVIDER OR ANY PERSONS ON PROVIDER'S BEHALF.**

15. **COMPLIANCE WITH LAW.** MOTOR CARRIER understands and agrees to obey and comply with all applicable federal, state and local laws, rules, regulations, and ordinances, collectively hereinafter referred to as "Applicable law", including but not limited to, law pertaining to the inspection and operation of Chassis, loading limitations, if any, prescribed by the manufacturers of the Chassis, prevent excessive impact of unbalanced or concentrated loads and pay all fines, expenses, charges or assessments which may arise out of MOTOR CARRIER's improper use of Chassis. MOTOR CARRIER shall ensure that during the Term, MOTOR CARRIER and the Chassis are in compliance with Applicable Law and shall promptly notify PROVIDER of any damage or other condition of Chassis, which fails to comply with Applicable Law. MOTOR CARRIER shall be responsible for, and shall pay, any and all fines, penalties, citations or other amounts assessed against MOTOR CARRIER or PROVIDER by local, state, federal, and/or tribal authorities for the condition or use of any Chassis while in the MOTOR CARRIER's possession and control. MOTOR CARRIER shall promptly notify PROVIDER

of any citation, ticket, non-compliance letter, and/or non-compliance warning related to any Chassis issued to MOTOR CARRIER during the Term. MOTOR CARRIER shall provide proof of payment made by MOTOR CARRIER for all fines, expenses, charges and/or assessments made against the Chassis. Should the Chassis in any manner be involved in an accident or collision, MOTOR CARRIER shall immediately notify PROVIDER in writing describing the location and nature of the accident, the parties to the accident, and information related to the parties' insurance.

16. **LIENS & TAXES.** MOTOR CARRIER shall not mortgage, encumber and/or transfer the Chassis in whole or in part. MOTOR CARRIER shall keep the Chassis free and clear of all levies, liens, and encumbrances and shall pay all taxes (including sales and use taxes; in this regard, any applicable sales, use, or rental tax will appear separately on the invoice), assessments and similar charges, including any governmental fees and charges (with the exception of registration and licensing fees for the Chassis which shall be paid by PROVIDER) on the use, transportation, repair and/or operation of the Chassis in its possession under this Agreement. MOTOR CARRIER's failure in this regard will be a material breach under this Agreement requiring MOTOR CARRIER to immediately return the Chassis to PROVIDER and remit payment of all outstanding Use Fees to PROVIDER. Use Fees also include outstanding fees for levies, liens, encumbrances, taxes (including sales, use, and/or rent taxes), assessments, governmental fees and charges on the use, transportation, repair and/or operation of the Chassis while the Chassis was in MOTOR CARRIER's possession or control.

17. **SUB-LEASE OF CHASSIS.** MOTOR CARRIER shall not sublet and/or in any other manner permit the Chassis to go out of its possession without the prior written consent of PROVIDER. In the event the Chassis is sublet by the MOTOR CARRIER, with or without the prior written consent of PROVIDER, or otherwise comes into the possession of a third party other than the MOTOR CARRIER, MOTOR CARRIER shall be fully liable and solely responsible to PROVIDER for the performance of all terms and conditions of this Agreement.

18. **DEFAULT.** Any of the following shall be deemed an Event of Default:

- a. MOTOR CARRIER fails to pay any amount due hereunder within five (5) days of its due date;
- b. MOTOR CARRIER allows its insurance to lapse at any time during the Term;
- c. MOTOR CARRIER fails to maintain a satisfactory safety rating issued by any regulatory authority with jurisdiction over MOTOR CARRIER's operations including, without limitation, the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation;
- d. MOTOR CARRIER becomes insolvent, or seeks relief or protection under any law relating to bankruptcy;
- e. MOTOR CARRIER assigns the Chassis to the benefit of any MOTOR CARRIER creditor;
- f. MOTOR CARRIER takes part in the taking of the Chassis, as a result of foreclosure, levy, execution, attachment or other process of law and/or equity enforced against MOTOR CARRIER;
- g. if, in PROVIDER's reasonable opinion, MOTOR CARRIER neglects, abuses, and/or misuses the Chassis in any way; or
- h. MOTOR CARRIER fails to observe any other term or condition of this Agreement.

Upon the occurrence of an Event of Default, PROVIDER may, at its sole discretion, and in addition to any other remedy or right it has hereunder or by law: (a) immediately terminate this Agreement by providing notice to MOTOR CARRIER; (b) terminate MOTOR CARRIER's right to possession of the Chassis; (c) require MOTOR CARRIER to make available or deliver any Chassis to PROVIDER at such location as PROVIDER may designate; (d) enter upon any premises where any Chassis is located, and without notice or demand, remove such Chassis, whether with or without process of law; (e) refuse MOTOR CARRIER access to terminal

facility(ies) and or access to Chassis; (f) terminate MOTOR CARRIER's right to the use of Chassis; (g) demand payment of all amounts due and payable and to become due and payable hereunder, including any Use Fees or other fees as such amounts shall become immediately due and payable. MOTOR CARRIER shall pay PROVIDER any reasonable attorney's fees and expenses PROVIDER incurs in enforcing its rights hereunder. MOTOR CARRIER shall pay PROVIDER all costs and expenses associated with such recovery of possession. The remedies set forth herein shall be cumulative and nothing herein shall restrict PROVIDER, in its sole discretion, to pursue any number of such remedies. No action taken or not taken, by PROVIDER under this Section with respect to a default by MOTOR CARRIER under this Agreement shall impair in any way any other rights or remedies that PROVIDER may have under this Agreement or Applicable Law. Waiver of any default shall not be a waiver of any other or subsequent default or other condition or term of this Agreement.

19. **ASSIGNMENT.** MOTOR CARRIER shall not assign (whether directly, indirectly, by operation of law or otherwise) this Agreement or assign or sublet any Chassis or any portion thereof without, in each instance, the prior written consent of PROVIDER. PROVIDER may assign or transfer this Agreement without the consent of MOTOR CARRIER and, after such assignment or transfer, upon notice to MOTOR CARRIER; PROVIDER shall be released from all obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

20. **DISPUTES.** PROVIDER'S BILLING SYSTEM includes a process for MOTOR CARRIER to dispute charges. MOTOR CARRIER shall notify PROVIDER of any disputed items and/or charges on the Pre-Bill within five (5) days of the date such items and/or charges appear on the Pre-Bill. MOTOR CARRIER shall include documentation of disputed activity (such as gate receipts or interchange reports) with its notification of disputed items and/or charges. **ALL CHARGES NOT DISPUTED WITHIN THE FIVE (5)-DAY REVIEW PERIOD PURSUANT TO THE REQUIRED DISPUTE PROCESS SHALL BE FINAL AND SHALL BE DEEMED ACCEPTED BY MOTOR CARRIER.** PROVIDER will undertake to reconcile timely disputed items within five (5) working days of receipt of MOTOR CARRIER's notice and will either provide verification for the charges as billed or will issue a credit to MOTOR CARRIER's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of disputed charges as required by the terms of this Agreement. All disputes arising from or related to this Agreement shall be submitted to mediation in Norfolk, Virginia before the Virginia Intermodal Mediation Committee of the Virginia Maritime Association. Such mediation shall be a condition precedent to filing suit. The parties reserve their rights and remedies under the law with regard to disputes not resolved by mediation. The requirement of mediation shall not apply to undisputed amounts owed to PROVIDER by MOTOR CARRIER, and PROVIDER may file suit in state or federal courts to collect such undisputed amounts.

21. **NOTICES.** Notices may be transmitted electronically, by registered or certified mail, or nationally recognized overnight courier which requires a receipt. The notice address for MOTOR CARRIER shall be the address provided by MOTOR CARRIER during registration. The notice address for PROVIDER shall be:

Attn: Art Ellerman, General Manager
Virginia Intermodal Management, L.L.C., Manager, HRCP II, L.L.C.
7737 Hampton Blvd.
Building 4D, Room 110B
Norfolk, VA 23505
Telephone: (757) 440-2892
Email: aellermann@hrcp2.org

The notice address for either party may be changed to such other address as either party shall give to the other party in the manner provided herein for giving notice. Notice by mail shall be considered given three (3) days

after deposit with the courier. Notice delivered personally or by e-mail shall be considered given at the time it is delivered or sent electronically.

22. **TERMINATION.** Either party may terminate this Agreement upon ten (10) days prior written notice. In the event of termination, the terms of this Agreement shall remain in effect with respect to all unreturned Chassis. Any termination of this Agreement shall be without prejudice to all rights accrued between the parties prior to the date of termination. Upon termination MOTOR CARRIER shall promptly return all Chassis in its possession or subject to this Agreement to the location agreed to herein, or in the event of termination due to MOTOR CARRIER's default, and notwithstanding anything to the contrary in Section 17, to the location(s) designated by PROVIDER.

23. **SURVIVABILITY.** Notwithstanding the termination of this Agreement, the terms and conditions of this Agreement shall remain in full force and effect until all Chassis are redelivered to PROVIDER in accordance with the terms and conditions hereof and until MOTOR CARRIER and/or PROVIDER satisfies its obligations (including, without limitation, payment) in full under this Agreement. Without limiting the foregoing, Sections 11, 12, 13, 19, 20, 21, 22, 23, and 24 shall survive the termination of this Agreement.

24. **APPLICABLE LAW; CONSENT TO JURISDICTION.** This Agreement and all provisions hereof shall be governed by the laws of the Commonwealth of Virginia, without regard to choice of law principles, and this Agreement shall be deemed made in Virginia. MOTOR CARRIER and PROVIDER agree that upon request by PROVIDER, venue for all disputes, litigation, and claims between the parties based on or arising out of this Agreement shall be the City of Norfolk, Virginia. MOTOR CARRIER hereby consents to be subject to the personal jurisdiction in said city.

25. **AMENDMENT.** PROVIDER shall have the right, from time to time, to amend this Agreement. Prior to any amendment, PROVIDER will post said amendment(s) on PROVIDER's website and endeavor to email notice of the amendment to MOTOR CARRIER. The amendment(s) shall be effective on the later of thirty (30) days after the posting on PROVIDER'S website or the effective date of the amendment(s) stated in the amendment itself. MOTOR CARRIER agrees to review PROVIDER'S website regularly and to be bound by the provisions of such amendments to this Agreement. MOTOR CARRIER's taking of possession of a Chassis after the effective date of any such amendment shall constitute further evidence of MOTOR CARRIER's acceptance of such amendment(s).

26. **MISCELLANEOUS.**

- a. TIME IS MATERIAL AND OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF ALL OBLIGATIONS IN THIS AGREEMENT.
- b. This Agreement constitutes the entire agreement between PROVIDER and MOTOR CARRIER, and supersedes all prior discussions, negotiations, and agreements, whether written or oral. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made according the process stated above. This Agreement shall be binding on the heirs, successors and assignees of the parties.
- c. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present law or becomes so under future law, the remaining portions of the Agreement shall continue in effect and the parties shall adopt or substitute provisions as closely as legally permissible to the illegal, invalid or unenforceable provisions.
- d. This Agreement applies when a User obtains or uses a Chassis from Provider for the purpose of transporting an intermodal shipping container owned by an ocean carrier/steamship line which does NOT contribute Chassis to Provider's chassis pool. When a User obtains or uses a Chassis from Provider for the purpose of transporting an intermodal shipping container owned by an ocean carrier/steamship line which contributes Chassis to Provider's chassis pool, the interchange of the Chassis is between the User and that contributing ocean carrier/steamship line under the UIIA or other agreement between User and the ocean carrier/steamship line. Provider shall list the contributors to its chassis pool on its website. 4829-8462-7216, v. 3