

GUARANTY

THIS GUARANTY ("Guaranty") is executed the ____ day of _____, 201_, by _____ ("Guarantor") in favor of Hampton Roads Chassis Pool, II, LLC. ("HRCP").

WITNESSETH:

WHEREAS, HRCP has agreed to provide access and use of its chassis to _____, a _____ company ("Borrower"), pursuant to the terms and conditions of that certain Chassis Interchange Agreement dated of even date herewith, by and among HRCP, Borrower, Guarantor and other parties named therein, for the access and use of chassis; and

WHEREAS, one condition to HRCP's agreement to provide access and use of chassis to Borrower is that Guarantor unconditionally guarantee certain obligations of Borrower to HRCP. Guarantor has received valid and legally sufficient consideration to execute and deliver this Guaranty and become obligated to HRCP on the terms of this Guaranty;

NOW, THEREFORE, as an inducement to cause HRCP to allow access and use of its chassis to Borrower, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. Definition of Guaranteed Obligations. As used in this Guaranty, the "Guaranteed Obligations" shall mean (a) the obligations of Borrower evidenced by that Chassis Interchange Agreement of even date herewith made by Borrower (b) together with __6%__ interest on chassis usage fees, __6%__ interest on the fair market value at the time of initial removal from the chassis pool by Borrower of any chassis not returned to HRCP, and the fair market value at the time of the initial removal from the chassis pool by Borrower of any chassis not returned to HRCP.

2. Guaranty of Payment and Performance. Guarantor hereby irrevocably, absolutely and unconditionally guarantees to HRCP the timely payment and performance of the Guaranteed Obligations, without setoff, reduction or abatement. Guarantor's guarantee herein is an unconditional and continuing guaranty. HRCP may enforce this Guaranty against Guarantor without first making demand upon or instituting collection proceedings against Borrower. Guarantor's liability for the Guaranteed Obligations is hereby declared to be primary, and not secondary, and Guarantor may be called upon hereunder to make any payment when due under the Guaranteed Obligations irrespective of the existence of any default thereunder. Each document presently or hereafter executed by Borrower to evidence or secure the Guaranteed Obligations is incorporated herein by reference and shall be fully enforceable against Guarantor.

3. No Marshalling of Assets. HRCP may proceed against any collateral securing the Guaranteed Obligations and against parties liable therefor in such order as it may elect, and Guarantor shall not be entitled to require HRCP to marshal assets. The benefit of any rule of law or equity to the contrary is hereby expressly waived.

4. Impairment of Collateral; Release of Liable Parties. HRCP may, in its sole discretion and with or without consideration, release any collateral securing the Guaranteed Obligations or release any party liable therefor. The defenses of impairment of collateral and

impairment of recourse and any requirement of diligence on HRCP's part in collecting the Guaranteed Obligations are hereby waived.

5. Waivers of Notice. Guarantor hereby waives any requirement of presentment, protest, notice of dishonor, notice of default, demand, and all other actions or notices that may be required on HRCP's part in connection with the Guaranteed Obligations.

6. Subordination. Guarantor agrees that any existing or future agreement made by Guarantor to Borrower and any other existing or future obligation of Borrower to Guarantor shall be subordinate to the Guaranteed Obligations as to both payment and collection. Accordingly, Guarantor agrees not to accept any payment whatsoever from Borrower (except for reasonable salary and reimbursement of necessary and reasonable business expenses, unless HRCP notifies Guarantor to the contrary) or to allow any payment by Borrower on Guarantor's behalf until this Guaranty has been terminated in full. Guarantor agrees that, in the event of a bankruptcy or other insolvency proceeding involving Borrower, Guarantor will timely file a claim for the amount of the subordinated debt, in form approved by HRCP. Guarantor agrees to pursue said claim with diligence and to comply with any instructions from HRCP pertaining to the pursuit of the claim. The proceeds of any such claim shall be delivered to HRCP.

7. Subrogation of Guarantor. Guarantor shall not be subrogated to any rights of HRCP against Borrower until the Guaranteed Obligations have been paid in full.

8. Application of Funds. HRCP may apply payments received for Borrower's account first to pay any indebtedness of Borrower that is not guaranteed by Guarantor, if any, before reducing the Guaranteed Obligations.

9. Recovery of Avoided Payments. If at any time (including any time after termination or expiration of this Guaranty) any payment applied by HRCP to the Guaranteed Obligations is rescinded or must be otherwise restored or returned by HRCP upon the insolvency, bankruptcy, or reorganization of the Borrower or Guarantor or otherwise, the Guarantor's obligations hereunder with respect to such payment shall be reinstated upon such restoration or return being made by HRCP, all as though such payment had not been made.

10. Solvency of Guarantor. Guarantor warrants to HRCP that Guarantor is not insolvent and that Guarantor's execution hereof does not render Guarantor insolvent.

11. Recitals. Guarantor warrants and agrees that the recitals set forth at the beginning of this Guaranty are true.

12. Consent to Jurisdiction and Venue. Guarantor consents to the jurisdiction of the Circuit Court of the City of Norfolk, Virginia, for the purpose of any litigation to which HRCP may be a party and which concerns this Guaranty or the Guaranteed Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Norfolk, Virginia, unless HRCP agrees to the contrary in writing.

13. Not Partners; No Third Party Beneficiaries. Nothing contained herein or in any related document shall be deemed to render HRCP a partner of Borrower or Guarantor for any purpose. This Guaranty and any documents securing the Guaranteed Obligations has been executed

for the sole benefit of HRCP as an inducement to cause it to allow access to and use of its chassis to Borrower, and neither Guarantor nor any other third party is authorized to rely upon HRCP's rights hereunder or to rely upon an assumption that HRCP has or will exercise its rights under any document.

14. Costs of Collection Against Guarantor. Guarantor agrees to pay all costs of collection, including, without limitation, court costs, attorney's fees, costs of litigation, including expert fees and costs, and compensation for time spent by HRCP's employees that HRCP may incur in enforcing the terms of this Guaranty against Guarantor.

15. Notices. Communications to be given to HRCP shall only be effective when set forth in writing and mailed by Guarantor via First Class U.S. Mail, postage paid to 1431 International Terminal Blvd. Norfolk, VA 23505 and sent to HRCP by e-mail at accountsreceivable@hrcp2.com. Communications to be given to Guarantor shall be effective when set forth in writing and mailed by HRCP via First Class U.S. Mail, postage paid, to Guarantor at _____ and sent to Guarantor by e-mail at _____. Receipt of email by Guarantor is no defense to notice. Any party may change its address for receipt of notices by submitting the change in writing to the other party.

16. Indulgence Not Waiver. HRCP's indulgence in the existence of a default under the Guaranteed Obligations or any departure from the terms of this Guaranty or any other document shall not prejudice HRCP's rights to make demand and recover from Guarantor in accordance with this Guaranty.

17. Cumulative Remedies. The remedies provided HRCP in this Guaranty are not exclusive of any other remedies that may be available to HRCP under any other document or at law or equity.

18. Amendment and Waiver in Writing. No provision of this Guaranty can be amended or waived, except by a statement in writing signed by the party against which enforcement of the amendment or waiver is sought.

19. Assignment. This guaranty shall be binding upon heirs, successors and assigns of Guarantor and HRCP, except that Guarantor shall not assign any rights or delegate any obligations arising hereunder without the prior written consent of HRCP. Any attempted assignment or delegation by Guarantor without the required prior consent shall be void.

20. Severability. Should any provision of this Guaranty be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect.

21. Applicable Law. The validity, construction and enforcement of this Guaranty and all other documents executed with respect to the Guaranteed Obligations shall be determined according to the laws of the Commonwealth of Virginia, in which state this Guaranty has been executed and delivered.

22. Entire Agreement; No Oral Representations Limiting Enforcement. This Guaranty, the documents referenced herein and contemplated thereby, represent the entire

agreement between the parties concerning the liability of Guarantor for the Guaranteed Obligations, and any oral statements regarding Guarantor's liability for the Guaranteed Obligations are merged herein.

Executed as of the date first written above.

THE UNDERSIGNED ACKNOWLEDGES A THOROUGH UNDERSTANDING OF THE TERMS OF THIS GUARANTY AND AGREES TO BE BOUND THEREBY:

NAME PRINTED _____

Address for Notice Purposes:

_____ @ _____

STATE/Commonwealth of _____
CITY/COUNTY OF _____

The foregoing instrument was duly acknowledged before me in the City/County of _____, _____, this ____ day of _____, 20____ by _____.

Notary Public

Reg. ID # _____
My commission expires: _____.