

THIRD-PARTY BILLING AGREEMENT

This Third-Party Billing Agreement ("Agreement") is made as of _____, 20____, between **HRCP II, L.L.C.**, a Virginia limited liability company ("HRCP II") and _____ ("Payor"), as follows.

R-1 HRCP II operates a pool of intermodal container chassis (the "Chassis Pool") which serves the ocean marine terminals and ancillary facilities owned or leased by the Virginia Port Authority. HRCP II interchanges Chassis in the Chassis Pool directly to motor carriers pursuant to the ICA, defined below.

R-2 PAYOR has requested that HRCP II bill PAYOR directly for certain usage of Chassis by motor carrier as directed by Payor from time to time.

R-3 The following terms shall have the following meanings in this Agreement:

"Chassis" shall mean Chassis supplied by HRCP II.

"HRCP II's Website" means <http://www.portofvirginia.com/tools/trucker-resources/hampton-roads-chassis-pool/>

"Interchange Agreement" or "ICA" mean the Chassis Interchange Agreement posted on HRCP's Website stating the terms of the interchange of Chassis between HRCP II and motor carriers, as amended and/or restated from time to time. HRCP II will provide a pdf and/or a hard/paper copy of the Interchange Agreement and all amendments thereto to PAYOR upon request. Capitalized terms not otherwise defined in this Agreement have the same meaning as in the ICA.

Now, therefore, in consideration of the foregoing Recitals, the mutual promises stated below, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HRCP II and Payor agree as follows:

1. THIRD-PARTY BILLING. Payor may from time-to-time request that HRCP II bill Payor directly, instead of the motor carrier, for the usage of Chassis and Gensets. Payor agrees to pay all invoices for Motor Carrier's usage of Chassis and Gensets and for on-terminal use of Chassis and Gensets associated with a motor carrier's subsequent usage requested to be billed to Payor.

2. BILLING AND PAYMENT. PAYOR agrees to follow the reasonable rules and protocols for this billing process established by HRCP II or its contractors. HRCP II sets the rate for use of Chassis and Gensets interchanged to motor carriers from time to time. Certain terms and conditions and other charges relating to billing and payment for Chassis and Genset use are stated in the ICA. PAYOR agrees to the terms of the ICA relating to billing, payments, and related issues, including without limitation Sections 7, 9, 12, 14, and 20 of the Interchange Agreement. HRCP II has the right to amend the Interchange Agreement and the rates charged thereunder from time to time. To amend the Interchange Agreement, HRCP II will post said amendment(s) on HRCP II's Website and endeavor to email the amendment to Payor. The amendment(s) shall be effective on the later of thirty

(30) days after the posting on HRCP II's Website or the effective date of the amendment(s) stated in the amendment itself.

3. ICA. Payor agrees to be bound by Sections 8 (charges and billing), 9 (credit and payment terms), 11 (online management), 21 (disputes), and 26 (applicable law, venue, waiver of jury) of the CIA as they may be amended or replaced from time to time. HRCP II may amend the CIA from time to time. Payor agrees that it will be bound by such amendments unless Payor terminates this Agreement pursuant to Section 4 of this Agreement prior to the amendments' effective date.

4. TERMINATION. Either Payor or HRCP II may terminate this Agreement with or without cause by giving written notice to the other party of the intent to terminate this Agreement and the effective date of the termination. Termination shall not terminate Payor's obligations incurred prior to the termination.

5. CONDITIONS ON USE OF CHASSIS. If HRCP II notifies Payor in writing that a Motor Carrier is an Unauthorized Motor Carrier (defined below), then Payor shall not engage the Unauthorized Motor Carrier to transport containers on Chassis. An "Unauthorized Motor Carrier" is a Motor Carrier that HRCP II has not approved, or no longer approves, to use Chassis. HRCP II shall not arbitrarily designate a Motor Carrier as an "Unauthorized Motor Carrier".

6. NOTICES. Except where only email notice is required under this Agreement, all notices permitted or required to be sent under this Agreement shall only be effective if in writing and if sent via one of the following methods to the addresses provided below: (i) personal delivery, or (ii) nationally recognized overnight delivery service, such as Federal Express. Notices may also be sent via email and shall be deemed effective upon successful transmission, provided that notice is also sent simultaneously via one of the other methods set forth above. Either party may change its notice address by providing written notice of such change in accordance with this paragraph.

7. MISCELLANEOUS.

7.1 This Agreement constitutes the entire agreement between HRCP II and Payor and supersedes all prior agreements or understandings, oral or written, between HRCP II and Payor with respect to the subject matter hereof. In this regard, if Payor is a vessel operating common carrier with a Use Agreement with HRCP II, this Agreement replaces the Use Agreement.

7.2 Electronic images of signatures shall be binding, and this Agreement may be executed via counterpart signature pages.

7.3 HRCP II is not undertaking any duty to Payor with respect to Chassis or providing Chassis.

7.4 Payor's assumption of the motor carrier's payment obligation does not relieve the motor carrier of any of its obligations to HRCP II under the ICA.

Witness the following signatures and seals:

PAYOR:

By: _____ (SEAL) Date: _____
Name: _____
Title: _____

Address: _____
Email Address: _____

HRCP II, LLC

By: _____ (SEAL) Date: _____
Name: _____
Title: _____

Address: 101 W. Main St., Suite 601, 601 World Trade Center, Norfolk, Virginia 23510, Attn: General Counsel; Email: aellermann@hrcp2.org