

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

Provider's Website: www.hrcf2.org

NOTICE OF FIRST AMENDMENT TO CHASSIS INTERCHANGE AGREEMENT

The following amendments to the HRCF II Interchange Agreement shall be effective on **September 1, 2013**.

Amendment to Section 7. Section 7 of the original Chassis Interchange Agreement is amended and restated so that it reads in its entirety as follows:

7. **CHASSIS USAGE CHARGES; BILLING.**
 - a. 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.
 - b. PROVIDER will bill MOTOR CARRIER upon return of the Chassis; however, if MOTOR CARRIER uses a Chassis for more than thirty (30) days, PROVIDER will bill MOTOR CARRIER for the first thirty (30) usage days, and PROVIDER will bill MOTOR CARRIER for each subsequent thirty (30) usage days at the end of each thirty (30)-day period until the Chassis is returned, at which point PROVIDER will bill MOTOR CARRIER for any unbilled usage days. The above occurrences where PROVIDER will bill MOTOR CARRIER shall hereinafter be referred to as a "Billing Event."
 - c. MOTOR CARRIER understands and agrees that billing shall be by posting bills and billing information on an internet portal designated by Provider for 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.
 - d. Upon the occurrence of a Billing Event, PROVIDER shall post billing information on the internet portal for the Service ("Pre-Invoice"). MOTOR CARRIER shall have a period of time to review each Pre-Invoice and to dispute or object to any charges therein (the "Review Period"). The Review Period shall commence upon the posting of the Pre-Invoice and conclude upon the transmission of an invoice. The Review Period shall be at least five (5) days.
 - e. **ALL CHARGES NOT OBJECTED TO WITHIN THE 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 of the invoice date.
 - f. From time to time, PROVIDER may bill an ocean carrier/steamship line which contributes Chassis to Provider's chassis pool pursuant to a Master Chassis Contribution Agreement instead of billing MOTOR CARRIER.

Amendment to Section 20. Section 20 of the original Chassis Interchange Agreement is amended and restated so that it reads in its entirety as follows:

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-Invoice within five (5) days of the date such items and/or charges appear on the Pre-Invoice. 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 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.

Amendment to Section 26(d). Section 26 paragraph (d) of the original Chassis Interchange Agreement is amended and restated so that it reads in its entirety as follows:

27. **APPLICATION OF THIS AGREEMENT.**

- a. This Agreement applies when a MOTOR CARRIER obtains or uses a Chassis from PROVIDER for any purpose, except when a MOTOR CARRIER obtains or uses a Chassis from PROVIDER and is actually transporting an intermodal shipping container owned by an ocean carrier/steamship line which contributes Chassis to PROVIDER's chassis pool pursuant to a Master Chassis Contribution Agreement. When a User obtains or uses a Chassis for such purpose, 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 pursuant to a Master Chassis Contribution Agreement on its website. For avoidance of doubt, whenever MOTOR CARRIER has a bare Chassis, this Agreement applies.
- b. From time to time, ocean carrier/steamship lines will direct PROVIDER to bill the ocean carrier/steamship line for MOTOR CARRIER'S usage of Chassis under this Agreement. PROVIDER agrees to do so; however, MOTOR CARRIER acknowledges and agrees that in such cases, this Agreement shall apply in all other respects.

New Section 28. A new Section 28 is hereby added to the Chassis Interchange Agreement:

28. **DRAYAGE AT PROVIDER'S REQUEST.**

If PROVIDER hires MOTOR CARRIER to dray Chassis for repositioning or other purpose, this Agreement applies to that drayage, except for Section 7 hereof. PROVIDER shall pay MOTOR CARRIER the rate agreed between MOTOR CARRIER and PROVIDER for such drayage.

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