



MASTER CHASSIS TERM & CONDITIONS FOR MOTOR CARRIERS

1. Usage Charges

Customer shall pay MEC the daily usage charge as specified in the Rate Agreement, for the quantity of chassis specified in the Rate Agreement or the relevant Equipment Interchange Receipt ("EIR"), together with all additional charges herein, for as long as Customer retains possession of the Intermodal Chassis. MEC reserves the right to change the daily usage charge by supplying Customer with an amended Rate Agreement. Customer shall not withhold any Intermodal Chassis on account of any dispute as to rates and/or alleged failures by MEC to comply with the terms of this Agreement. Customer hereby waives and releases (and shall ensure that its agents, if permitted by MEC, waive and release) all liens, encumbrances or charges which Customer might otherwise have with respect to any Intermodal Chassis. Payment shall be due to MEC fifteen (15) days after the relevant invoice date. Customer shall be required to pay a penalty for late payment at the rate of one and one-half percent (1.5%) per month for all payments received more than thirty (30) days after date of invoice. Use charges for Intermodal Chassis may vary from location to location.

Therefore, Customer shall be required to execute more than one (1) Rate Agreement if Customer utilizes Intermodal Chassis from more than one (1) location. Customer acknowledges that these rates may vary and Customer agrees to pay all charges as billed by location unless Customer has a good-faith reason to dispute any individual invoice. However, all invoice disputes must be tendered to MEC in writing within thirty (30) days of the date of the disputed invoice. No disputes received by MEC more than thirty (30) days after the date of the disputed invoice will be considered. MEC reserves the right to bar Customer from utilizing any Intermodal Chassis at any MEC location in the event Customer fails to pay any usage or repair invoice within thirty (30) days of the invoice date.

2. Scope of Agreement

MEC hereby agrees to provide to Customer and Customer hereby accepts from MEC intermodal chassis as contemplated hereby (collectively, the "Intermodal Chassis"). Except as set forth in this Agreement, in no event shall Customer have any right to any quantity or volume of Intermodal Chassis. Customer shall not be deemed to have any exclusive rights under this Agreement. By executing this Agreement, Customer becomes eligible to utilize MEC Intermodal Chassis at the location specified on the Rate Agreement(s).

3. Ownership

Each Intermodal Chassis interchanged hereunder shall at all times remain the sole and exclusive property of MEC and Customer shall acquire no ownership rights of any nature by virtue of paying daily usage charges, cost of repairs or cost of transporting said Intermodal Chassis or otherwise. Each Intermodal Chassis shall, where appropriate, have MEC's serial numbers and other identifying marks affixed thereto, which shall not be obliterated or altered by Customer. MEC shall pay registration and licensing fees for Intermodal Chassis.

4. Use by Customer

Customer shall have complete right of possession and use of each Intermodal Chassis interchanged during the term of this Agreement so long as no default hereunder has occurred. Customer shall have exclusive right to supervise, direct and control the activities of all persons who are employed by or through Customer or who otherwise operate or use the Intermodal Chassis during the interchange period, and Customer shall have sole responsibility with respect to them. No person operating, in possession of, or using any Intermodal Chassis from the signing of the Equipment Interchange Receipt by Customer at the inception of this rental term and until such form is signed by MEC acknowledging return of the Intermodal Chassis to MEC, shall be considered the agent or employee of MEC for any purpose whatsoever. In the event Customer utilizes Intermodal Chassis to transport loaded tank containers, said tank containers shall only be carried on Intermodal Chassis specifically designed for such use. If Customer utilizes non-tank chassis to transport any loaded tank container(s), Customer shall be strictly liable for any resulting personal injuries and/or property damage, including, but not limited to damage to any Intermodal Chassis so improperly used, and agrees to indemnify, defend and hold MEC harmless from all such damages. Customer represents that the Intermodal Chassis use hereunder will be in the United States and will be used in Customer's transportation system. Customer hereby agrees that, if requested by MEC, Customer shall immediately report the exact location of the Intermodal Chassis to MEC.

5. Good Repair and Working Order

Receipt of Chassis in good repair and working condition is acknowledged by CUSTOMER upon acceptance of delivery and/or execution of the applicable equipment inspection/interchange receipt by CUSTOMER, its agent or representative.

6. Sub-Letting

Customer shall not sublet or in any other manner permit any Intermodal Chassis to go out of its possession without the prior written consent of MEC, as shown on the Equipment Interchange Receipt or otherwise, and then only to the extent of said written permission. Any consent by MEC to the subletting of any Intermodal Chassis shall be deemed an

amendment to this Agreement, which must be signed by MEC. If such consent is given by a clause in the Equipment Interchange Receipt, such clause must be separately signed by MEC. In the event any Intermodal Chassis is sublet by Customer, with or without the consent of MEC, or otherwise comes into the possession of a party other than Customer, Customer shall remain fully liable and solely responsible to MEC for the performance of all terms and conditions of this Agreement. Notwithstanding the foregoing, Customer shall be permitted to interchange Intermodal Chassis In the normal course of its business to a connecting carrier provided: (i) Customer gives MEC prior written notice of its intention to interchange the Equipment; (ii) MEC gives credit approval of the connecting carrier and (iii) the connecting carrier expressly assumes, in writing, all of Lessee's obligations under the terms and conditions of this Agreement; and (iv) the interchange is performed under the terms and conditions of the Uniform Intermodal Interchange and Facilities Agreement (the "UIIA") and both Customer and connecting carrier and parties to the UIIA.

7. Redelivery

Customer shall complete the use for which each Intermodal Chassis has been interchanged and return (the date of return for any Intermodal Chassis is the "Return Date") said Intermodal Chassis at its sole cost and expense to the same location from which it was originally interchanged unless Customer receives prior authorization from MEC to return the Intermodal Chassis to another location.

Each and every Intermodal Chassis shall be returned with its original tires, except for tires that may be replaced as a result of in-service failures, which shall be replaced with tires of like kind and quality. Customer shall inform MEC of each tire replaced. All Intermodal Chassis shall be returned to MEC in roadworthy condition, ordinary wear and tear from proper use thereof excepted. Each Intermodal Chassis will be inspected for damage by a representative of MEC upon return by Customer. MEC reserves the right to recover and arrange drayage for any Intermodal Chassis which MEC deems abandoned, impounded or otherwise in an insecure situation, if after reasonable notice, the Customer fails to redeliver the chassis to MEC. Any expenses incurred in connection with such recovery or drayage will be for the account of the Customer.

8. Damage

Customer shall be responsible for the cost to repair damage to each Intermodal Chassis (including tires) which occurs while the Intermodal Chassis is in Customer's possession and control, ordinary wear and tear excepted. In the event damage is discovered upon return of

the Intermodal Chassis, MEC will arrange for repairs and assess any repair costs to Customer. MEC shall assess damage in accordance with the MEC® Damage Inspection Criteria annexed hereto as Exhibit B. If Customer makes any repairs on any Intermodal Chassis, Customer shall be responsible for the cost of such repairs in addition to MEC's reasonable cost to repair or replace Intermodal Chassis necessitated by improper repairs made by Customer. Chassis must be returned to MEC with at least fifty per cent (50%) of the brake lining remaining from the amount indicated on the applicable outbound EIR. Excess wear shall be bill against the Customer's account. Over-the-Road ("OTR") repairs shall be addressed in accordance with the MEC/MEC® OTR policy, annexed hereto as Exhibit C. In the event any Intermodal Chassis is sublet by the Customer, with or without the consent of the MEC, or otherwise comes into the possession of a party other than Customer, Customer shall be fully liable and solely responsible to MEC for the performance of all terms and conditions of this Agreement.

9. Indemnity and Liability

Customer AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS MEC and its insurers, subsidiaries, affiliates, and their respective employees, agents, 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 Intermodal Chassis, other demands and liabilities of every nature, including reasonable attorney's fees, arising directly or indirectly from or in connection with Customer's possession, maintenance, use, condition, operation, or interchange with a third party, of any Intermodal Chassis, including actions or claims for negligence or strict liability in tort. MEC does not assume liability for any acts or omissions of Customer or its agents or employees. Customer shall be responsible for and shall pay any and all fines or citations arising out of its acts or omissions of the Intermodal Chassis during the term of this Agreement. If applicable state law does not allow enforcement of indemnity obligations to the extent contained in this provision, the parties expressly agree that Customer will be obligated to indemnify MEC and the other indemnified parties to the fullest extent allowed by applicable law. The provisions of this Section 8 shall survive the termination, cancellation or expiration of this Agreement.

10. Insurance

Customer shall procure and maintain, at its sole cost and expense, throughout the term hereof, the following insurance policies: (i) Commercial Automobile Liability insurance with a combined single limit per occurrence of \$1,000,000 or greater, insuring all Intermodal Chassis provided to Customer hereunder; (ii) Commercial General Liability insurance with a limit of \$1,000,000 per occurrence or greater; (iii) Commercial Automobile Liability

insurance in an amount not less than \$5,000,000 combined single limit per occurrence for the carriage of hazardous substances as defined in 49 C.F.R. 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons, or in bulk Class A or B explosives, poison gas (Poison A), liquefied compressed gas, or highway route controlled quality radioactive materials as defined in 49 C.F.R. 173.403; (iv) Commercial Automobile Liability insurance in an amount not less than \$5,000,000 combined single limit per occurrence for the carriage of oil listed in 49 C.F.R. 172.101, hazardous materials and hazardous substances defined in 49 C.F.R. 171.8 and listed in 49 C.F.R. 172.101; (v) trailer interchange or hired auto physical damage insurance, including collision, with a limit not less than an amount equal to the value of all interchanged equipment hereunder but in all circumstances not less than \$27,000 per Intermodal Chassis; (vi) and Workers' Compensation insurance in an amount and form necessary to satisfy statutory requirements. The insurance set forth in this Section 9, except for Workers' Compensation insurance, shall name MEC as an additional insured and loss payee and shall be primary to any and all other applicable insurance. Under no circumstances shall Customer, its employees, agents or contractors be considered permissive users, insureds, beneficiaries, or covered parties, under any insurance policies carried by, or otherwise covering, MEC. Prior to taking possession of any Intermodal Chassis, Customer shall furnish to MEC certificates of insurance showing that such insurance has been procured, is being properly maintained, the expiration date and specifying that written notice of cancellation or modification or material alteration (e.g., coverage reduced, limits decreased or additional insured removed) of the policies shall be given to MEC at least thirty (30) days prior to cancellation or modification or material alteration, by certified mail. Upon request, Customer shall provide MEC with copies of the applicable insurance policies. If Customer fails to provide such proof, MEC may, at its option, obtain separate insurance on behalf of Customer and charge the amount of any cost to Customer as additional usage charges.

11. No Permissive Users

Customer acknowledges that neither itself nor its agents, employees, assigns and successors shall be considered a permissive user of the Intermodal Chassis for the purposes of any policy of insurance maintained by MEC.

12. Risk of Loss

Customer, during its possession of the Intermodal Chassis, shall bear all risk of loss, damage, theft or destruction (partial or total) of the Intermodal Chassis and cargo from any cause and shall pay all costs of use, operation, maintenance, storage, repair and replacement

including, but not limited to, taxes, charges incurred in ports, depots or storage areas, tolls, fares, fines, penalties and the like.

13. Credit Information

Customer agrees to furnish MEC with updated credit information, as may be requested by MEC from time to time.

14. Lost, Stolen or Destroyed Equipment

Customer shall promptly notify MEC in writing when an Intermodal Chassis is lost, stolen or destroyed while in its possession. The daily usage charge shall continue to accrue until such time as written notice is received by MEC and MEC confirms receipt back in writing to Customer. When an Intermodal Chassis is lost, stolen or destroyed while in its possession, Customer must promptly provide notice to MEC in accordance with the provisions of Section 18 of this Agreement, either by mail, facsimile or email. Customer shall pay to MEC the depreciated replacement value of the Intermodal Chassis as specified in the Casualty Value Schedule annexed hereto as Exhibit B, within fifteen (15) days of its receipt of a Casualty Value invoice, after which the late payment provision in Section 1 shall apply.

15. Miscellaneous Obligations

MEC shall equip each Intermodal Chassis with tires and tubes of proper size at the time of interchange. Thereafter, until each Intermodal Chassis is returned to MEC, repairs to tires and tubes shall be made at the expense of Customer. In the event of blowout or total failure of a tire or tube, Customer shall furnish replacement tires and tubes of like size and quality, which shall become the property of MEC. In the event of failure to so return, Customer shall pay MEC an amount equal to value thereof at the time of original interchange, which in the absence of specific information to the contrary shall be \$200.00 or a new tire and tube of like size and quality. If tires are ruined as a result of being run flat, it will be the responsibility of Customer to replace or pay for the tire so ruined.

16. Warranty Disclaimer and Remedy Limitation

EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT, MEC MAKES NO WARRANTY OR REPRESENTATION, EITHER 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 MEC REPRESENTS THAT, AT THE TIME OF ANY DELIVERY TO CUSTOMER HEREUNDER, MEC HAS TITLE OR RIGHT OF POSSESSION AND USE OF THE RELEVANT INTERMODAL CHASSIS. BY EXECUTING AN EQUIPMENT INTERCHANGE RECEIPT, CUSTOMER ACCEPTS EACH INTERMODAL CHASSIS "AS IS" AND EXPRESSLY DISCLAIMS ANY RELIANCE

UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY MEC OR ANY PERSONS ON MEC'S BEHALF. MEC SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR CHARACTER RESULTING FROM THE USE, MISUSE, POSSESSION OR OPERATION OF ANY INTERMODAL CHASSIS BY CUSTOMER.

17. Liens and Taxes

Customer shall not mortgage, encumber or transfer any Intermodal Chassis or this Agreement in whole or in part. Customer shall keep each Intermodal Chassis free and clear of all levies, liens and encumbrances and shall pay all taxes (including sales and use taxes), assessments and similar charges, including any governmental fees and charges, on the use, transportation, repair or operation of each Intermodal Chassis in its possession under this Agreement. MEC, at its sole discretion, may pay any outstanding levy, lien, or encumbrance on any Intermodal Chassis. In the event MEC pays any levy, lien or encumbrance, Customer shall reimburse MEC for all sums paid in relation to such levy, lien, or encumbrance, including but not limited to the amount paid, attorneys' fees and court costs. Customer shall keep written logs of the locations where each Intermodal Chassis goes to and shall, upon request, supply MEC with said logs for its review.

18. Electronic Toll Collection

Customer acknowledges and agrees that one of its contractual obligations hereunder is to ensure that all toll payments and/or violations incurred during its use of chassis are satisfied. As a service to the Customer, and in order to streamline the process of ultimately billing the responsible party for Electronic Toll Collection Systems (such as EZ Pass) charges and/or violations, MEC has retained the services of a third-party vendor, where available, to process payment of electronic toll charges and/or violations. Customer hereby authorizes MEC to use this third-party vendor to pay all electronic toll charges and/or violations for any chassis incurred during its use of chassis hereunder. Customer further authorizes MEC to instruct the third-party vendor to bill the Customer directly, including an additional, \$25.00 service charge.

19. Amendments

MEC reserves the right to amend this Agreement at any time by posting the amended terms on its www.MEC.com Internet site. All amended terms shall automatically be effective 30 days after they are initially posted. Additionally, MEC will notify CUSTOMER of amended terms and conditions via email. This Agreement may not be otherwise amended except in a writing hand signed by both parties. For purposes of this provision, a "writing" does not include an email message and a "signature" does not include an electronic signature.

20. Compliance with Law

The parties shall obey and comply with all applicable federal, state and local laws, rules, regulations and ordinances (collectively, "Applicable Law") including, but not limited to, Applicable Law pertaining to the operation of intermodal equipment. Customer shall comply with all loading limitations, if any, prescribed by the manufacturers of the Intermodal Chassis, and shall prevent excessive impact of unbalanced or concentrated loads and pay all fines, expenses, charges or assessments of whatsoever nature which may arise out of the Customer's failure to comply with loading limitations or failure to prevent excessive impact or unbalanced or concentrated loads. Customer represents and warrants that it does not have an unsatisfactory safety rating issued by any regulatory authority with jurisdiction over Customer's operations including, without limitation, the Federal Motor Carrier Safety Administration of the U.S. Department of Transportation. Customer shall ensure that during the term of this Agreement, it and the Intermodal Chassis are in compliance with Applicable Law and shall promptly notify MEC of any damage or other condition of Intermodal Chassis which fails to comply with Applicable Law. Customer shall be responsible for, and shall pay, any and all fines, penalties, citations or other amounts assessed against it or MEC by local, state, provincial or federal governmental authorities for the condition or use of any Intermodal Chassis while in Customer's possession and control. Customer shall promptly notify MEC of any citation related to any Intermodal Chassis issued to Customer during the term of this Agreement and provide proof of payment thereof by Customer. In the event the Intermodal Chassis is in any way involved in an accident, regardless of whether a citation is issued, Customer shall immediately notify MEC.

21. Intermodal Equipment Provider Regulations

MEC acknowledges that it is the registered Intermodal Equipment Provider ("IEP") for all chassis leased hereunder for the initial thirty (30) days of said lease. In the event Customer retains any chassis leased hereunder for a term in excess of thirty (30) days, Customer hereby acknowledges that MEC shall cease to act as IEP for said chassis. In terminating its IEP obligations, MEC shall remove its name as IEP for said chassis on all national IEP databases and any other legally-necessary actions. Customer shall assume all IEP responsibilities for said chassis on the thirty-first (31st) day of its possession hereunder, including but not limited to the obligation for systematic maintenance and repair of said chassis.

22. Term

This Agreement shall begin on the Date listed on the Rate Agreement and continue for an indefinite period. Either party to this Agreement may, however, terminate this Agreement

upon ten (10) days prior written notice. In the event of termination by the Customer, the terms of this Agreement shall remain in effect with respect to all unreturned Intermodal Chassis. Any termination of this Agreement shall be without prejudice to all rights accrued between the parties prior to the date of termination. MEC may suspend Customer's privileges under this Agreement for any breach of any provision of this Agreement or any failure of Customer to promptly pay amounts owed to MEC pursuant to this Agreement.

Five (5) days notice of suspension is required to be given to Customer prior to such suspension or "shut out" and such suspension or "shut out" will remain in effect, at MEC's discretion, until such time as any breach is cured and/or any amounts outstanding are paid. Customer is subject to immediate suspension in the event it's required insurance coverage lapses or terminates for any reason.

23. Remedies of MEC

Any of the following shall be deemed an Event of Default: (i) any breach or failure of Customer to observe or perform any of its obligations under this Agreement; (ii) dissolution, liquidation, or termination of the business of Customer, insolvency or failure of Customer to pay its debts as they mature in the ordinary course of business; the making of an assignment for the benefit of the creditors of Customer; or the filing of a voluntary petition in bankruptcy by Customer; or other actions of a similar nature; (iii) the taking by any party of any Intermodal Chassis, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity enforced against Customer; or (iv) if, in MEC's reasonable opinion, Customer has neglected, abused or misused any Intermodal Chassis in any way. Waiver of any default shall not be a waiver of any other or subsequent default or other condition or term of this Agreement. Upon the occurrence of an Event of Default, MEC 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 Customer; (b) require Customer to make available or deliver any Intermodal Chassis to the place of original on hire or such location as MEC may designate; (c) enter upon any premises where any Intermodal Chassis is located, and without notice or demand, remove such Intermodal Chassis, whether with or without process of law; and/or (d) render all or any part of the Intermodal Chassis unusable. Upon the occurrence of an Event of Default, Customer shall immediately pay to MEC without further demand all unpaid daily usage charges and other sums due under this Agreement. Daily usage charges shall continue to accrue on Intermodal Chassis in Customer's possession until such time as those Intermodal Chassis have been returned to and accepted by MEC. Customer shall also pay MEC's actual costs and expenses incurred in connection with taking possession of any Intermodal Chassis

and/or the collection of daily usage charges, enforcement, assertion, defense or preservation of MEC's rights and remedies under this Agreement. In addition to all collection costs, including reasonable attorney fees, late payment penalties, as provided for in Section 1, shall apply. MEC shall have the right to offset any amounts due from Customer against other funds or property of Customer held by MEC. If Customer becomes delinquent in its payments under this Agreement, MEC may contact Customer's customers and/or creditors, including but not limited to ocean carriers and banks, to inform them that Customer has become delinquent in its payments to MEC, and may ask for assistance from said customers in bring Customer's account up-to-date. MEC will also inform ocean carriers, ocean terminals, rail terminals and/or equipment provider facilities that Customer is no longer authorized to utilize MEC Equipment. The foregoing remedies are cumulative, and any or all thereof may be exercised instead of or in addition to each other or any remedies at law, in equity, or under statute.

24. Consequential Damages

Customer acknowledges that it has inspected and accepted the Intermodal Chassis and agrees that in no event shall MEC be liable to it for any damage or injury to persons or property or for any loss of profits or consequential damages arising out of the use of the Intermodal Chassis by Customer or by any other person or persons permitted or authorized by the terms and conditions of this Agreement to use or operate the Intermodal Chassis during the term of this Agreement or any extension hereof.

25. Force Majeure

MEC shall not be liable to Customer or any other person for any failure or delay in the performance of any obligations 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 shortage, 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 regulating or priorities of any governments or its branches or agencies.

26. No Third Party Beneficiaries

Except as expressly provided herein, nothing in this Agreement shall entitle any person other than the Parties or their respective successors and mutually accepted assigns to any claim, cause of action, remedy or right of any kind.

27. Applicable Law; Acceptance of Service

This Agreement is to be governed by the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Customer hereby consents and agrees to the exclusive jurisdiction and venue of the state and federal courts of Delaware for any and all disputes, claims or other actions arising out of this Agreement. Customer hereby waives personal service of any legal process upon them arising, directly or indirectly, from this Agreement, and consents that service of process may be made by certified or registered mail, return receipt requested, directed to Customer, at the address set forth in Section 18 of this Agreement, or as may otherwise be designated by them in writing, and service shall be complete two (2) calendar days after posting, as aforesaid in any claim or controversy, action or proceeding arising, directly or indirectly from this Agreement.

28. Notices

Any notice or payment required by this Agreement shall be in writing and addressed to the party at the address set forth below. Notice shall be effective upon receipt MEC shall communicate any notices to its subsidiaries as necessary.

If to (MCC):

MEC Office Address

Attention: Doug Hoehn

Telephone: (630) 986-8058

Facsimile: (630) 986-8218

Email: doug.hoehn@milecorp.com

With a copy to:

Milestone Equipment Company, LLC

100 Tower Drive, Suite 126

Burr Ridge, IL 60527

Attention: Amy Baker

Telephone: (630) 986-8058

Facsimile: (630) 986-8218

Email: amy.baker@milecorp.com

29. Assignment

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

30. Entire Agreement; Amendment; Waiver; Severability; Confidentiality; Dispute Resolution

This Agreement, together with the applicable Equipment Interchange Receipt(s), contains the entire agreement between the parties and supersedes all previous agreements, including the Uniform Intermodal Interchange and Facilities Access Agreement, with respect to the subject matter hereof. Regardless of whether they are required by law, any provision of Customer's tariff, terms and conditions, service guide, bill of lading or any other document which is inconsistent with the terms of this Agreement, or which addresses matters not addressed herein, are inapplicable to the parties to this Agreement with respect to the subject matter hereof. This Agreement may not be amended or modified orally. No amendment, modification or release from any provisions hereof shall be effective unless in writing and signed by both parties specifically stating it is an amendment to this Agreement. The failure of either party to require the performance of any provision of the Agreement or the waiver by either party of any breach under this Agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Customer hereby acknowledges and agrees that this Agreement and the terms and conditions hereof are confidential and proprietary information of MEC and

Customer shall not disclose the existence of this Agreement or the terms and conditions hereof to any third person or entity without the express written consent of MEC, which may be granted or withheld in MEC's sole and absolute discretion. The parties will use commercially reasonable efforts to resolve disputes with respect to this Agreement.

31. Headings

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

EXHIBIT "A"

REPLACEMENT VALUE LIST

Equipment Type	Replacement Value
Chassis:	
40' STANDARD GOOSENECK	\$ 12,850.00
23'5" TANDEM SLIDER	\$ 13,250.00
20/40' COMBO TANDEM AXLES	\$ 22,850.00
20' TRIAXLE	\$ 22,100.00
20/40' COMBO TRIAXLE	\$ 26,600.00
40/45' EXTENDABLE	\$ 14,900.00
40' GN TRIAXLE	\$ 18,150.00

- The Casualty Value for any unit shall be calculated by taking the replacement cost for that type unit and depreciating it by three and 15/100 percent (3.15%) per year for each full year (there shall be no depreciation for partial years) that the unit has been in service, provided that on no account shall a unit be depreciated below seventy-five percent (75%) of the replacement cost.

REPLACEMENT COSTS MAY CHANGE AS MANUFACTURING COSTS VARY.

EXHIBIT "B"

MEC® Damage Inspection Criteria

All chassis meet FMCSA standards.

Customer Billable Damages:

- Blatant and intentional damage, such as missing parts (stripped tail lights, etc) is the customer's responsibility.
- Obvious impact damage will be billed to the customer.
- Tires damaged in accordance to FMCSA criteria is the user's responsibility, except flat-spotted tires as identified by the IICL are not customer-billable damage.
- Dragged tires that are dragged to the cord and show signs of abuse are billable to the customer.
- Tire tread wear is allowed at 2/32" per contract year. Customer will be assessed a charge of \$25.00 for each 1/32" of excess wear per tire. Chassis leased with O.E.M. standard tires must be returned with O.E.M. standard tires. Chassis leased with O.E.M. radial tires must be returned with O.E.M. radial tires. Trucker Chassis Connection will not allow mismatching of standard and radial tires.
- Weather checked or dry tires are not the customer's responsibility.
- Switched tires are subject to close inspection. If switched tire(s) are not equivalent to the original tire(s) in type, size, and quality, the customer will billed for the cost of a replacement tire.

EXHIBIT "C"

MEC® OTR POLICY

OVER THE ROAD POLICY:

Customers may contact one of the following over the road (OTR) service providers for any OTR failures to include mechanical or tires that are not related to damage caused by the customer.

EBS – 24 Hour Emergency Service (877) 528 – 4737

InterStar - North America Inc. (866) 853 – 2123

We encourage you to use one of these services for your OTR needs. We cannot accept any invoices or claims from any other service provider.

We encourage you to establish an account with one of these authorized OTR vendors to expedite your road call in the event of a failure.

Liability of Expenses:

- MEC® will assume responsibility for road service expenses incurred by the Customer resulting from defective equipment or failure due to normal wear and tear. In the case of tire failure this will include peeled retreads holding air, casing and tread separations.
- Customer will assume responsibility for expenses resulting from operational damage and neglect. In case of tire failure, this will include failure due to, but not limited to, impact breaks, cuts, curbing, dragging, run flat, skid flat, or tires that have been run on to a point where the original cause of failure can no longer be determined.
- Destroyed or disintegrated casing, melted tubes or tire tube stems sucked into the casing will be the Customer's responsibility.
- Replacement parts must be new parts and tires must be either new OEM or new recapped tires. Used replacement parts or tires will not be accepted.
- A Customer who continues to drive after a tire has lost air and gone flat will often cause the failure of the adjacent tire due to overload, as that one tire cannot carry the load for both tires alone. In such cases, one tire (the 1st to fail) will usually appear run flat, or

destroyed, while the other (2nd tire to fail) will appear as a casing failure, separation, peeled cap, or may even become destroyed as well. In these circumstances the driver will be held accountable for the second tire and the first tire to fail will only be accepted as a MEC® responsibility if and only if the original cause of failure can be identified as an owner's responsibility.

- The Customer will be responsible for cost arising from OTR. If it is the opinion of the Customer, that the road service repairs were due to equipment failure and is MEC®'s responsibility, he may pursue reimbursement by submitting a claim to the MEC® location where the equipment was originally picked up from. The Customer will be responsible for returning the failed parts/tires to the original pick up location at the time of submitting a claim. The parts/tires will be inspected to determine probable cause upon receipt by MEC® location. Customer must submit copies of all road service vendors invoices and receipts to be submitted for reimbursement consideration. MEC® will only accept responsibility for failures resulting from defective equipment and no other ancillary costs that may be associated with the OTR service.
- All repairs performed need to meet appropriate IICL standards. Should repairs be deemed as substandard and do not bring the equipment to its original condition as when the equipment was first picked up reimbursement will be denied and the Customer may be held liable to bring the equipment to a conforming standard.
- MEC® requires that all OTR services be reported to the local MEC® location within 72 hours of occurrence and any invoicing must be within 30 days of occurrence.