

**EQUIPMENT INTERCHANGE AGREEMENT
FOR MARINE CHASSIS POOLS**

EQUIPMENT INTERCHANGE AGREEMENT, dated as of _____
("Agreement"), by and between Interpool, Inc., d/b/a **TRAC INTERMODAL**[®], a Delaware corporation
with its principal place of business at 750 College Road East, Princeton, NJ 08540 ("**Lessor**"), and

a _____ corporation or other business entity with its principal place of business at

 ("**Motor Carrier**").

WHEREAS, Lessor, has entered into a chassis pool or similar agreement (each a "**Pool Agreement**") with each of the respective owners/operators of the facilities identified on the [Participating Locations and Lines](#) page of Lessor's website, www.tracconnect.com (the "**Website**"), or elsewhere on the Website (including, without limitation, the "**Announcements**" or "**News**" sections), to operate pools of marine chassis (each such facility, a "**Pool Location**");

WHEREAS, in connection with the Pool Agreements, Lessor has contributed certain 20', 40', 45' and/or other marine chassis (collectively, the "**Chassis**") to each of the chassis pools operated and managed by Lessor at the Pool Locations (collectively, the "**Pools**");

WHEREAS, Motor Carrier desires to obtain Chassis at the Pools to transport containers from the Pools and Lessor desires to provide Chassis from the Pools to Motor Carrier to transport containers from the Pools, all on the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. CHASSIS AVAILABILITY. Subject to availability and any quantity limitations imposed by Lessor on Motor Carrier, upon request of Motor Carrier, Lessor shall provide Motor Carrier with Chassis from the Pools to transport containers from the Pool Locations. Except as may otherwise be expressly agreed in writing by Lessor pursuant to Section 17, below, nothing herein is intended to give Motor Carrier any right to any quantity or volume of Chassis, and Lessor reserves the right in its sole discretion at any time and from time to time to refrain from providing Chassis to Motor Carrier or to cut off Motor Carrier from use of the Chassis. Nothing herein is intended to permit a Chassis to be On-Hired (defined below) or Off-Hired (defined below) by Motor Carrier from or to a pool location other than a Pool Location listed on the Website at the time of such On-Hire or Off-Hire. If following the Effective Date (defined in Section 16, below), a new location becomes operative as a Pool Location, or an existing Pool Location is closed, Lessor shall modify the Website accordingly, and this Agreement and Motor Carrier's rights and obligations hereunder shall be subject to such modification. Lessor reserves the right in its sole discretion to open and close Pool Locations at any time and from time to time.

2. ACCEPTANCE OF CHASSIS. Motor Carrier (or its representative) shall have the opportunity at the Pool Locations to inspect and accept or reject each Chassis that Lessor tenders for delivery hereunder. Motor Carrier (or its representative) shall reject any Chassis that, at the time of such tender of delivery (i) is not in roadable and good operating condition or (ii) does not comply with applicable laws, rules, regulations and standards, including without limitation, the applicable laws, rules, regulations and standards of the Federal Motor Carrier Safety Administration ("**FMCSA**") of the United States Department of Transportation ("**DOT**") and the applicable pre-trip inspection guidelines of the Uniform Intermodal Interchange & Facilities Access Agreement ("**UIIA**"). If Motor Carrier rejects a Chassis tendered for delivery hereunder because such Chassis is not in compliance with either (i) or (ii), above, it shall promptly notify Lessor (or its representative) and Lessor (or its representative) shall either have the Chassis repaired so that it is in compliance, or tender a different Chassis to Motor Carrier for its inspection and acceptance or rejection, as aforesaid. Upon acceptance of a Chassis, Lessor (or its representative) shall issue an Equipment Interchange Receipt or similar document, which may be in electronic form (an "**EIR**"), evidencing Motor Carrier's (or its representative's) acceptance of delivery of

such Chassis. Motor Carrier (or its representative) shall note any damage to the Chassis existing at the time of Motor Carrier's acceptance on the EIR. Motor Carrier's acceptance of any Chassis so tendered by Lessor shall constitute conclusive evidence of receipt by Motor Carrier of such Chassis for all purposes of this Agreement, and be deemed an acknowledgement that such Chassis is in roadable and good operating condition as set out in (i), above, and complies with applicable laws, rules, regulations and standards as set out in (ii), above. Upon Motor Carrier's (or its representative's) acceptance of a Chassis, all terms and conditions of this Agreement shall apply to such Chassis. Each Chassis accepted and On-Hired by Motor Carrier hereunder shall at all times remain the sole and exclusive property of Lessor and Motor Carrier shall acquire no ownership rights of any nature in any such Chassis by virtue of paying rental charges or otherwise.

3. ON-HIRING OF CHASSIS; PAYMENT OF RENT AND OTHER CHARGES; TAXES.

(a) For each day (or portion thereof) a Chassis is On-Hire to Motor Carrier during an On-Hire Period (defined below), Motor Carrier shall pay rent to Lessor at the applicable per diem rate set out in the TRAC Connect Terms and Conditions published on the Website (the "**Terms and Conditions**" and, together with the Announcements, the "**Terms and Conditions/Announcements**") in effect on such Chassis' On-Hire Date (defined below), subject to any notice period that may be set out therein. Notwithstanding anything contained herein to the contrary, the per diem rental rates set out in the Terms and Conditions/Announcements may be increased or decreased by Lessor, in its sole discretion, at any time and from time to time and Lessor shall modify the Terms and Conditions/Announcements accordingly upon any such increase or decrease. The per diem rates applicable to any Chassis On-Hired by Motor Carrier hereunder after any such modification of the Terms and Conditions/Announcements, shall be subject to such modification. Each Chassis accepted by Motor Carrier in accordance with Section 2 hereof, shall be deemed to be on-hire to the Motor Carrier hereunder ("**On-Hire(d)**") on the date (the "**On-Hire Date**") such Chassis goes out-gate from the applicable Pool Location, or as otherwise provided in the Terms and Conditions /Announcements. Each On-Hired Chassis shall be deemed to be off-hire to Motor Carrier hereunder ("**Off-Hire(d)**") on the date (the "**Off-Hire Date**") such Chassis goes in-gate to the applicable Pool Location, or as otherwise provided in the Terms and Conditions/Announcements. For any Chassis leased by Motor Carrier hereunder, the time from the On-Hire Date to the Off-Hire Date (inclusive) shall be the "**On-Hire Period**". Unless otherwise provided in the Terms and Conditions /Announcements, the minimum On-Hire Period for which Motor Carrier shall be charged rental hereunder shall be one (1) day, notwithstanding a Chassis' being On-Hired and Off-Hired in the same day; *provided, however*, that if Motor Carrier On-Hires, Off-Hires, and then On-Hires and Off Hires again the same Chassis on the same day (or does so more than one time on the same day), for purposes of calculating rental due hereunder, only one On-Hire Period for that Chassis shall accrue on that day. In addition to the payment of rent, Motor Carrier shall pay any other charges relating to the pick-up, drop-off or operation of Chassis hereunder as provided in the Terms and Conditions/Announcements. Any such charges may be increased or decreased by Lessor, in its sole discretion, at any time and from time to time and Lessor shall modify the Terms and Conditions/Announcements, accordingly, upon any such increase or decrease. The charges applicable to any pick-up, drop-off or operation of Chassis by Motor Carrier hereunder shall be the charges, if any, set out in the Terms and Conditions/Announcements at the time of such pick-up, drop-off or operation, unless otherwise provided in the Terms and Conditions/Announcements.

(b) In addition to the payment of rentals and other charges, Motor Carrier shall pay or reimburse Lessor for any and all sales, use, rental, excise, property, gross income, gross receipts, stamp or other taxes, levies, import duties, charges or withholdings of any nature (together with any penalties, fines or interest thereon, "**Taxes**") imposed against Lessor, Motor Carrier, this Agreement or the Chassis by any governmental or taxing authority upon or with respect to the interchange, leasing, rental, delivery, possession, use, operation, re-delivery or other disposition of a Chassis hereunder, or upon the rentals, receipts or earnings arising

therefrom, *excluding, however*, any such Taxes that are imposed or accrued with respect to Lessor's net income.

(c) Lessor shall invoice rental to Motor Carrier pursuant to Section 3(a), above, for all days each and every Chassis was On-Hire to Motor Carrier during the period covered by such invoice, and shall also invoice Motor Carrier for all pick-up, drop-off, and operational charges incurred by Motor Carrier pursuant to Section 3(a), above, during the period covered by such invoice. Lessor shall also invoice Motor Carrier for all damages and Casualty amounts incurred by Motor Carrier pursuant to Section 5, below. Motor Carrier shall pay Lessor's invoices in full within thirty (30) days from the date of the invoice, or as otherwise provided in the Terms and Conditions/Announcements. Except as may be provided in the Terms and Conditions, no payment to be made by Motor Carrier hereunder shall be subject to reduction, impairment, set-off or counter-claim, whether arising out of an alleged breach by Lessor or any third party or otherwise; *provided, however*, that this provision shall not be deemed a bar to Motor Carrier's right to assert any claim to which it may be entitled against Lessor in a separate proceeding. All amounts not paid by Motor Carrier when due shall be subject to late charges accruing from the day following their due date until paid in full at an interest rate equal to the lower of 2% per month or the highest legal rate of interest. Lessor shall have the right, but not the obligation, to withhold from the payment of any amount due from Lessor to Motor Carrier under any agreement between them or otherwise, the amount of any payment past due and owing from Motor Carrier to Lessor under this Agreement, and to apply such withheld amount to the payment of the past due amount owed by Motor Carrier hereunder. Subject to Lessor's prior written consent, Motor Carrier may pay for rental and other charges due hereunder by credit card through the Website or through the third party payment processors authorized by Lessor (in each case, as more fully described in the Terms and Conditions/Announcements). TIME IS OF THE ESSENCE WITH RESPECT TO THE OBLIGATIONS OF MOTOR CARRIER UNDER THIS AGREEMENT.

(d) If an ocean carrier or other third party agrees with Lessor that such ocean carrier or other third party will pay for all or part of the rental charges due from Motor Carrier hereunder, then Lessor will bill such ocean carrier or other third party for such rental charges in accordance with such agreement, and Lessor shall apply the payments received from such ocean carrier or other third party thereunder to the rentals due hereunder; provided, however, that nothing contained herein shall or shall be construed to diminish or relieve Motor Carrier of any of its obligations hereunder, including, without limitation, its obligation to pay rent and other charges (that have not been paid by such ocean carrier or other third party) and its obligation to indemnify the Indemnified Parties (as defined below). If an ocean carrier or other third party agrees with Motor Carrier to reimburse Motor Carrier for all or part of the rental charges paid by Motor Carrier hereunder, then Motor Carrier agrees that Lessor may, if requested by such ocean carrier or other third party, provide such ocean carrier or other third party with data, records and other documentation that evidences the incurrence and payment of rental charges for which Motor Carrier is seeking reimbursement from such ocean carrier or other third party, including, without limitation, reports generated by Lessor's "Poolstat[®]" proprietary software system.

4. REDELIVERY. Motor Carrier shall return each Chassis for Off-Hire and redelivery hereunder, to any Pool Location set out in the Terms and Conditions/Announcements on the Off-Hire Date, subject to the return conditions, if any, relating to such Pool Location set out therein.

5. LOSS AND DAMAGE; ROAD SERVICE.

(a) Unless otherwise provided in the Terms and Conditions/Announcements, Motor Carrier shall redeliver each Chassis in the same condition as received by Motor Carrier, normal wear and tear excepted, and in accordance with applicable FMCSA standards. Any damage to the Chassis existing at the time of its redelivery that was not noted on the EIR when such Chassis was On-Hired, shall be for the account of Motor Carrier.

(b) Notwithstanding anything contained in this Agreement to the contrary, Lessor shall in its sole discretion have the right either to repair damage to the Chassis for which Motor Carrier is liable hereunder, at Motor Carrier's expense, or refrain from repairing such damage and invoice Motor Carrier the amount of such damage, measured by the cost estimate of repairing such damage.

(c) In the event any Chassis is lost, destroyed, confiscated, damaged beyond repair or stolen while in Motor Carrier's possession or control (any one of the foregoing, a "Casualty"), Motor Carrier's obligation to pay rental charges with respect to such Chassis in accordance with Section 3, above (and to pay any other charges which may be due under this Agreement), shall continue until the day on which Lessor 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 Lessor, of such loss, destruction, confiscation, damage or theft, (ii) payment of the Depreciated Replacement Value for such Chassis as determined in accordance with the Terms and Conditions/Announcements in effect on the date such Casualty occurred, and (iii) payment of all other amounts then due and payable under this Agreement with respect to such Chassis.

(d) All road service calls shall be handled in the manner described by the Terms and Conditions/Announcements. Motor Carrier shall pay for all damage and may seek reimbursement from Lessor for "wear and tear" items, as provided for in the Terms and Conditions/Announcements.

6. LIMITATION ON LIABILITY. Lessor 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 rules, regulations or priorities of any government or its branches or agencies. **UNDER NO CIRCUMSTANCES SHALL LESSOR BE LIABLE, AND MOTOR CARRIER HEREBY WAIVES ANY CLAIM AGAINST LESSOR, FOR ANY LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES TO CARGO, EVEN IF LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.**

7. INDEMNIFICATION. MOTOR CARRIER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS LESSOR AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES" AND EACH, AN "INDEMNIFIED PARTY"), WITHOUT REGARD TO WHETHER THE INDEMNIFIED PARTIES' LIABILITY IS VICARIOUS, IMPLIED IN LAW, OR AS A RESULT OF THE FAULT OR NEGLIGENCE OF THE INDEMNIFIED PARTIES, FROM ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGE OR LOSS (INCLUDING, WITHOUT LIMITATION, EXPENSES IN CONNECTION WITH ANY CLAIM OR SUIT, SUCH AS ATTORNEYS' FEES, COURT COSTS AND OTHER EXPENSES) ARISING DIRECTLY OR INDIRECTLY IN ANY MANNER OUT OF: (A) ANY FAILURE BY MOTOR CARRIER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT OR ANY ATTEMPT BY ANY THIRD PARTY, WHETHER PRIVATE OR GOVERNMENTAL, TO IMPOSE UPON AN INDEMNIFIED PARTY OR PARTIES LIABILITY FOR MOTOR CARRIER'S ACTS OR OMISSIONS; (B) ANY CLAIM, WHETHER PRIVATE OR GOVERNMENTAL, FOR PERSONAL INJURY OR DEATH OR FOR LOSS OR DAMAGE TO PERSON, PROPERTY, CARGO OR VESSELS OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON STRICT LIABILITY IN TORT), ARISING OUT OF OR INCIDENT TO THE SELECTION, ACCEPTANCE, POSSESSION, INTERCHANGE, LEASING, RENTAL, OPERATION, CONTROL, USE, STORAGE, LOADING, UNLOADING, MOVING, MAINTENANCE, REPAIR, DELIVERY, REDELIVERY OR RETURN OF ANY CHASSIS; AND (C) ANY FORFEITURE, SEIZURE OR IMPOUNDING OF, OR CHARGE OR LIEN IMPOSED OR ASSERTED AGAINST ANY CHASSIS. IF APPLICABLE STATE LAW DOES NOT ALLOW ENFORCEMENT OF INDEMNITY OBLIGATIONS TO THE EXTENT CONTAINED IN THIS PROVISION, THE PARTIES EXPRESSLY

AGREE THAT MOTOR CARRIER WILL BE OBLIGATED TO INDEMNIFY THE INDEMNIFIED PARTIES TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. THIS SECTION 7 SHALL SURVIVE THE TERMINATION, CANCELLATION OR EXPIRATION OF THIS AGREEMENT.

8. INSURANCE. Motor Carrier shall, at its sole cost and expense, maintain the minimum amounts of insurance set out in the Terms and Conditions/Announcements and shall promptly furnish Lessor with certificates of such insurance. All insurance coverages shall, as applicable, (i) name the following as additional insureds: “**Interpool, Inc., d/b/a TRAC Intermodal® and its affiliates, subsidiaries and chassis lessors**”, (ii) include a loss payable clause in favor of “**Interpool, Inc., d/b/a TRAC Intermodal® and its affiliates, subsidiaries and chassis lessors**”, as their interests may appear, providing that upon Lessor’s giving notice to the insurer that Motor Carrier is in default hereunder all claims are to be paid to Lessor and (iii) include an undertaking from the insurer that, notwithstanding the expiration or cancellation of such insurance, it shall, insofar as the interest of Lessor is concerned, remain in full force and effect for 30 days after written notice of such expiration or cancellation from the insurer to Lessor. If Motor Carrier shall default in the payment of any premium in respect of any such insurance policies, Lessor may, but shall not be obligated to, pay such premium, and in such event, Motor Carrier shall repay the amount thereof to Lessor on demand. Motor Carrier hereby assigns to Lessor all of its present and future right, title and interest in and to all insurance proceeds now or hereafter payable to Motor Carrier with respect to damage to or loss of the Chassis, including, without limitation, any recovery costs and expenses. The maintenance of insurance by Motor Carrier hereunder shall not be deemed or construed to limit or modify the Motor Carrier’s obligations hereunder.

9. LIMITATION OF WARRANTIES. LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO (A) THE CONDITION OR QUALITY OF THE CHASSIS OR (B) THE CHASSIS’ MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR USE, AND HAS NOT MADE, AND SHALL NOT BE BOUND BY, ANY STATEMENT, AGREEMENT OR REPRESENTATION NOT SPECIFICALLY SET OUT IN WRITING AND SIGNED BY LESSOR.

10. USE; UNLAWFUL USE; HAZARDOUS SUBSTANCES. Except as otherwise provided herein and so long as no default hereunder has occurred and is continuing, Motor Carrier shall have complete right of possession and use of each Chassis during its On-Hire Period and the exclusive right to supervise, direct and control the activities of all persons employed by or through Motor Carrier or who otherwise operate or use the Chassis during its On-Hire Period. Motor Carrier shall have sole responsibility with respect to such persons. No such person shall be considered the agent or employee of Lessor for any purpose whatsoever. Notwithstanding the foregoing, Motor Carrier shall use the Chassis only in the United States. Motor carrier shall not make, suffer or permit any unlawful use of the Chassis. Motor Carrier shall not use Chassis for storage or transportation of hazardous wastes, unprotected corrosive substances, high density poorly-secured materials, or bulk commodities which may corrode, oxidize, severely dent, puncture, contaminate, stain or damage the Chassis or make any other use of the Chassis which would result in damage thereto.

11. COMPLIANCE WITH LAWS; SAFETY RATING. Motor Carrier shall comply with all applicable laws, rules, regulations and orders of any government or political subdivision thereof with respect to the interchange, lease, rental, possession, control, use and operation of the Chassis, including without limitation, the DOT and the FMCSA. Motor Carrier shall pay or reimburse Lessor for all charges, fines, penalties and levies which may be imposed on Lessor or the Chassis and which are incident to Motor Carrier’s interchange, lease, rental, possession, control, use or operation of the Chassis. Motor Carrier represents and warrants that it does not have an unsatisfactory safety rating issued by any regulatory authority with jurisdiction over Motor Carrier’s operations including, without limitation, the FMCSA.

12. DEFAULT. If Motor Carrier (i) fails to pay any amount due hereunder within five (5) days of its due date, (ii) fails to maintain the insurance required pursuant to Section 8, above, or (iii) fails to observe any other term or condition of this Agreement, which failure, if capable of being remedied, has not been remedied within 30 days of the date Motor Carrier knows or should have known of such failure,

or (iv) becomes insolvent, or seeks relief or protection under any law relating to bankruptcy, then at Lessor's option (a) Motor Carrier's right to possession of the Chassis and/or to On-Hire additional Chassis shall terminate, (b) the Chassis shall be immediately returned to Lessor at the Pool Location(s) or other locations designated by Lessor or Lessor may, at its option, retake possession of the Chassis, and any damages occasioned by such taking of possession are hereby specifically waived by Motor Carrier, and (c) all amounts due and payable and to become due and payable hereunder, including any per diem rental or other fees due or to become due hereunder, shall become immediately due and payable. Motor Carrier shall pay to Lessor any and all attorneys' fees and expenses Lessor reasonably incurs in enforcing its rights hereunder. Any and all costs and expenses associated with such taking of possession shall be for the account of Motor Carrier. The remedies set forth herein shall be cumulative and nothing herein shall restrict Lessor, in its sole discretion, to pursue any one, any number or all of such remedies or any other remedies permitted by applicable law. No action taken, or not taken, and no right or remedy waived by Lessor under this Section 12 with respect to a default by Motor Carrier under this Agreement shall diminish or impair in any way any other rights or remedies that Lessor may have under this Agreement or applicable law or Lessor's right to assert the same right or remedy on a subsequent occasion that had previously been waived by Lessor on a prior occasion.

13. TERMINATION AND NOTICES.

(a) Either party may terminate this Agreement upon 30 days' prior written notice to the other. Upon sending or receiving notice of termination, Motor Carrier shall promptly redeliver all Chassis in its possession or subject to this Agreement to any of the Pool Locations then listed the Terms and Conditions/Announcements, or, in the event of termination due to Motor Carrier's default, to the location(s) designated by Lessor.

(b) Any notice required by this Agreement shall be in writing addressed to the party at the address set forth below. Notice shall be effective upon receipt. If to Lessor, notice shall be sent as follows: TRAC Intermodal, Attention: the President, 750 College Road East, Princeton, NJ 08540; facsimile number (609) 452-8211. If to Motor Carrier, notice shall be sent as follows:

Attention: President

14. ASSIGNMENT; SUBLEASING; LIENS: Motor Carrier shall not, without Lessor's prior written consent, assign any right or interest in or to this Agreement or any Chassis, or interchange, sublet or otherwise relinquish possession of any Chassis. Should Motor Carrier interchange, sublet or otherwise relinquish possession of any Chassis without Lessor's consent, Motor Carrier shall remain primarily liable hereunder notwithstanding any such interchange, sublease or relinquishment. Motor Carrier shall not pledge, hypothecate, mortgage, create any security interest in or otherwise encumber or permit the encumbrance of any Chassis. Motor Carrier shall promptly at its own expense take all actions necessary to discharge any lien, charge, security interest or other encumbrance asserted by any party against any Chassis in connection with the interchange, lease, rental, possession, control or use of such Chassis by Motor Carrier. Lessor may assign this Agreement in whole or in part without Motor Carrier's consent. Some of the Chassis may be financed by a lender to Lessor or leased by Lessor from another chassis Lessor. This Agreement shall be subject and subordinate to any such financings or leases.

15. SURVIVABILITY; SEVERABILITY; HEADINGS. Notwithstanding the termination of this Agreement pursuant to Section 13, above, or otherwise, the terms and conditions of this Agreement shall remain in full force and effect until all Chassis are redelivered to Lessor in accordance with the terms and conditions hereof and until Motor Carrier satisfies its obligations in full under this Agreement. For the avoidance of doubt, Motor Carrier's indemnification obligations under Section 7 shall survive the termination, cancellation or expiration of this Agreement. 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. 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. Notwithstanding anything to the contrary contained in any EIR or elsewhere in this Agreement, each EIR issued with respect to a Chassis shall incorporate all of the terms and conditions of this Agreement, provided that (i) each EIR shall constitute an agreement separate and distinct from this Agreement and all other EIRs thereunder, and (ii) in the event of a conflict between the provisions of this Agreement and any EIR, the provisions of the EIR shall control. This Agreement may be executed (including by electronic means) in two or more counterparts by the parties hereto, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

16. AUTHORITY; EFFECTIVENESS; ELECTRONIC EXECUTION. By its execution of this Agreement, the Motor Carrier named in the ACCEPTANCE/SIGNATURE BLOCK at the end of this Agreement acknowledges and agrees that (i) it consents to entering into this Agreement by electronic means, (ii) it executes this Agreement (as evidenced by checking the Accept checkbox and clicking the Save button) with the intent to be bound, (iii) it will be bound by the terms and conditions of this Agreement, the Terms and Conditions/Announcements and subsequent amendments and modifications hereto and thereto, and (iv) the person signing this Agreement (as evidenced by checking the Accept checkbox and clicking the Save button) has the necessary power and authority to bind Motor Carrier to the terms and conditions hereof and thereof. This Agreement shall become effective, and Lessor shall be bound hereby, on the date (the "**Effective Date**") that Lessor is satisfied Motor Carrier has complied with all of the conditions for interchanging Chassis hereunder applicable to Motor Carrier that are set out in the Terms and Conditions/Announcements and has signed this Agreement in the signature space provided at the end of this Agreement. The Effective Date shall appear in the first line of the Preamble of 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.

17. TERMS AND CONDITIONS/ANNOUNCEMENTS; AMENDMENT AND MODIFICATION. The provisions and sections of the Terms and Conditions/Announcements shall be incorporated by reference herein and form a part of this Agreement. In the event of a conflict between any of the terms and conditions of the Terms and Conditions/Announcements and those of this Agreement, the terms and conditions of the Terms and Conditions/Announcements shall control. In the event of a conflict between any of the terms and conditions of the Announcements and those of the Terms and Conditions, the terms and conditions of the Announcements shall control. Notwithstanding the foregoing or anything contained herein or in the Terms and Conditions and/or the Announcements to the contrary, the terms and conditions set out in Section 7 of this Agreement (**INDEMNIFICATION**) shall control in the event of a conflict between the terms and conditions of said Section 7 and the terms and conditions of the Terms and Conditions and/or the Announcement. Lessor may amend and modify the terms and conditions of this Agreement and/or the Terms and Conditions/Announcements at any time and from time to time by modifying the appropriate section of this Agreement and/or the Terms and Conditions/Announcements and publishing such modified version of this Agreement and/or the Terms and Conditions/Announcements on the Website. Any such modifications shall become effective on the effective date indicated on such publication. Unless otherwise provided herein, with respect to each Chassis accepted by Motor Carrier hereunder pursuant to Section 2, above, the terms and conditions of this Agreement and those of the Terms and Conditions /Announcements that are in effect on such acceptance date are those that govern the interchange, leasing, rental, possession, control and use of such Chassis. Motor Carrier shall be conclusively presumed to have agreed to any such amendments and modifications by accepting delivery of such Chassis, pursuant to Section 2, above. No other amendments or modifications of the terms and conditions of this Agreement and/or the Terms and Conditions/Announcements shall be effective unless made in writing and signed by an authorized officer of Lessor.

18. APPLICABLE LAW; CONSENT TO JURISDICTION. Lessor and Motor Carrier hereby agree that any claim or controversy, directly or indirectly arising out of or relating to this Agreement, may be litigated in the state or federal courts located in the State of New Jersey, USA, and Lessor and Motor Carrier each hereby consents to be subject to the personal jurisdiction of such courts and hereby waives the defense of forum nonconveniens with respect to an action brought in any such court. Lessor and

Motor Carrier agree that service of process upon the other may be made by mailing a copy (by registered or certified mail) postage prepaid, addressed to the respondent at the address shown above. Service shall be complete 7 days after such process has been mailed to the respondent. Nothing herein shall affect the right of either party to serve legal process in any other manner permitted by law or affect the right of either party to bring any action or proceeding against the other party or its property in the courts of any other jurisdiction. This Agreement shall be governed by the internal laws of the State of New Jersey, USA, without regard to such state's conflict of laws rules.

[ACCEPTANCES AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto intending to be legally bound hereby has caused its duly authorized representative to execute this Agreement as of the day and year first above written, either by checking the Accept Checkbox and clicking Save or signing this Agreement in the appropriate box or space provided below.

ACCEPTANCE/SIGNATURE:

MOTOR CARRIER

Electronically Accepted by
Motor Carrier on:

By:
Name:
Title:

LESSOR
INTERPOOL, INC., d/b/a TRAC
INTERMODAL

By:
Name:
Title: