

CSX INTERMODAL TERMINALS, INC

ADDENDUM TO THE UNIFORM INTERMODAL
INTERCHANGE AND FACILITIES ACCESS AGREEMENT

This Addendum is made as of _____, _____ (date) between CSX Intermodal Terminals, Inc., a Delaware corporation ("CSXIT"), and the undersigned motor carrier ("Motor Carrier").

CSXIT and Motor Carrier have signed and subscribed to the Uniform Intermodal Interchange and Facilities Access Agreement (the "UIIA"), as prepared and administered by the Intermodal Association of North America ("IANA"), covering the interchange and use of Equipment.

The parties hereto agree as follows:

I. INCORPORATION OF UIIA; STATUS OF CSXIT

A. Incorporation of UIIA

This supplements the UIIA and the UIIA is incorporated by reference into this Addendum. This addendum adds certain specific terms and conditions concerning the Interchange of Private and General Purpose Equipment to and from CSXIT's terminals and facilities (the "Terminals") and Motor Carrier's access to CSXIT's Terminals, use of interchanged Equipment and the Motor Carrier's responsibility regarding the IANA Driver Database. All capitalized terms not specifically defined in this Addendum shall have the same respective meanings provided in the UIIA.

B. Status of CSXIT

CSXIT shall be entitled to all rights and benefits of Provider, Equipment Owner and Facility Operator under and pursuant to the UIIA and such terms when used in the UIIA or this Addendum shall mean and include CSXIT where appropriate.

II. DEFINITIONS

A. General Purpose Equipment

The term "General Purpose Equipment" shall be defined as equipment owned, leased, controlled or for which financial responsibility rests with CSXIT or CSXIT's affiliate, CSX Transportation, Inc. ("CSXT").

B. Private Equipment

The term "Private Equipment" shall be defined as equipment other than General Purpose Equipment as defined above.

C. Intermodal Driver Database

A database that contains driver information collected by IANA from companies that do business with subscribers to the Intermodal Driver Database service.

III. TERMINATION/DEFAULT

A. Termination

Either CSXIT or Motor Carrier may terminate this Addendum at any time with or without cause, by giving the other Party thirty (30) days prior written notice of termination. Either Party may terminate this Addendum immediately upon written notice of termination to the other Party if any legislation, order or rule of any public authority should be enacted making the performance of this Addendum unlawful for either Party. CSX Intermodal Terminals may also terminate this Addendum and/or suspend Motor Carrier's right to Interchange CSX Intermodal Terminals Equipment at any time immediately for cause, upon notice as required under the UIIA, if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.

B. Default

The failure of Motor Carrier to comply with any provision of this Addendum shall be sufficient cause for immediate cancellation of the Addendum. In the event of cancellation and, subject to the consent of CSXIT, any subsequent reinstatement of this Addendum, a reinstatement fee will be assessed in the amount of \$200.

IV. MOTOR CARRIER EQUIPMENT; CSXIT RULES AND REGULATIONS

A. Motor Carrier Equipment

Motor Carrier's name and logo must be permanently affixed to all Motor Carrier Equipment.

B. CSXIT Rules and Regulations

While present on any CSXIT Terminal, Motor Carrier shall be subject to and shall comply with, and shall cause its employees, agents and contractors to comply with, all safety and other rules and regulations promulgated by CSXIT from time to time.

V. **GENERAL PROVISIONS**

A. Notice

Except as otherwise specifically provided in this Addendum, all notices, demands and requests which may be given or which are required to be given by either party to the other shall be in writing and shall be deemed effective either: (a) on the date personally delivered to the address below, as evidenced by written receipt therefore, whether or not actually received by the person to whom addressed; (b) on the third (3rd) business day after being sent by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (c) on the first (1st) business day after being deposited into the custody of a nationally recognized overnight delivery service such as Federal Express Corporation, UPS or Airborne, addressed to such party at the address specified below; or (d) on the date received at the address specified below (whether or not actually received by the person to whom addressed), as evidenced by confirmation sheet, if sent by facsimile to the respective addressee's fax number indicated below. For purposes of this Addendum, the addresses of the parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed):

If to CSXIT:

CSX Intermodal Terminals, Inc.
Mail Code J720
301 West Bay Street
Jacksonville, Florida 32202-4434
Attention: Director of Logistics, Safety and Training

If to Motor Carrier: The individual listed at the address shown in the UIIA's subscriber record.

Either party may change the person to be notified or its address by written notice to the other party.

B. Intermodal Driver Database

Motor Carriers engaged to access CSXIT facilities to interchange equipment must have a current, executed Uniform Intermodal Interchange and Facilities Access Agreement (UIIA), an executed CSXIT Addendum and must have their drivers registered in IANA's Intermodal Driver Database. Motor Carrier must enter and maintain current and accurate driver information on all drivers performing work for said Motor Carrier in the IDD in one of the prescribed formats issued by IANA. Motor Carrier is responsible for the initial registration and daily information updates on drivers in its service. Motor Carriers will be liable for losses and damages that CSXIT may incur due to Motor Carrier's failure to maintain accurate driver information in the IDD.

C. Additional Insurance (applicable to both General Purpose Equipment and Private Equipment)

Commercial general liability insurance, naming CSXIT as an additional insured, covering bodily injury and property damage, including a contractual liability endorsement for liabilities assumed by Motor Carrier under this Addendum, arising out of exposures not covered by other insurance coverage with limits in accordance with the UIIA.

Equipment interchange insurance or physical damage insurance covering physical loss or damage to Equipment not owned by Motor Carrier, from any cause, including comprehensive causes, collision or upset. The limit of liability shall not be less than \$20,000 per trailer or container and chassis.

Workers compensation insurance covering Motor Carrier's employees in the states in which it operates.

Employer's liability insurance with the limit of not less than \$100,000 each accident, \$500,000 policy limit for disease and \$100,000 each employee for disease.

Motor truck cargo insurance covering all risks of physical loss or damage to cargo handled by Motor Carrier. The limit of liability shall not be less than \$100,000 per trailer or container and chassis.

D. Self-Insurance (applicable to both General Purpose Equipment and Private Equipment)

Motor Carrier may self insure if Motor Carrier has received approval for self insurance from the United States Department of Transportation or upon presentation to and approval by CSXIT of appropriate credit information to satisfy CSXIT that Motor Carrier

has sufficient financial resources to meet CSXIT standards for self insurance. Additionally, Motor Carrier must pay, in advance, a fee of \$500 to CSXIT to cover the costs associated with conducting a credit investigation to determine Motor Carrier's qualification for self insurance.

VI. GENERAL PURPOSE EQUIPMENT

- A. In order for this Addendum to be effective for the utilization of General Purpose Equipment, as defined in Section II, Motor Carrier must provide following:
- B. **CREDIT APPROVAL AND SECURITY** and in so doing agrees to the additional terms in Section VI B –K below.
1. A completed credit application in the form supplied by CSXIT or IANA.
 2. Certified or Cashier's check made payable to CSXIT in the amount of Ten Thousand U.S. Dollars (\$10,000); or
 3. An Irrevocable Standby Letter of Credit from a U.S. or Canadian bank in the amount of Ten Thousand U.S. Dollars (\$10,000) in one-year terms with automatic renewal. The Letter of Credit shall guarantee the payment of any charges and/or liquidated damages that Motor Carrier may come to owe CSXIT as a result, in any way, of this Addendum or otherwise.

Letter of Credit or Certified/Cashier's check is to be forwarded to: CSX Intermodal Terminals, Attn: Stephanie Turner, 301 West Bay Street, Mail Code J755, Jacksonville, FL 32202

If so requested by CSXIT, Motor Carrier shall provide an updated and current credit application and financial statements.

At any time, CSXIT, in its sole discretion, may require Motor Carrier to provide security in an amount and form acceptable to CSXIT to reestablish credit privileges or for reinstating Motor Carrier in good standing.

C. Equipment Inspection

Motor Carrier shall inspect General Purpose Equipment prior to leaving the Terminal in accordance with Section D(3) of the UIIA. Damage to General Purpose Equipment must be noted on the Equipment Interchange Receipt prior to Motor Carrier leaving the Terminal. Motor Carrier will not be held responsible for damages noted on the Equipment Interchange Receipt. If such damage prevents the Motor Carrier from taking the General Purpose Equipment out of the Terminal, the Motor Carrier will notify the CSXIT Terminal manager and/or CSXIT authorized representative that a repair is required. Upon completion of repairs the Motor Carrier will be notified of General Purpose Equipment availability.

D. Repairs to Equipment

1. When repairs are necessary and reasonable to restore the General Purpose Equipment to a roadworthy condition for return to the Terminal, such repairs shall be performed by CSXIT's contractor (Emergency Breakdown Service 1-877-528-4737 or Interstar North America 1-800-888-1001) (the "Contractor"). Motor Carrier shall not perform repairs to damaged General Purpose Equipment unless authorized otherwise by CSXIT. Contractor will perform the necessary repairs and forward the bill to CSXIT for ultimate payment by Motor Carrier, unless associated with wear and tear. Motor Carrier may contact CSXIT maintenance department to obtain prior authorization to seek repairs from someone other than Contractor including having the Motor Carrier perform the repairs. (CSXIT Contact Phone Numbers are: (770)294-3562 or (904)891-2488). All material applied must be of similar quality and type as material removed. All repairs must be in accordance with AAR repair standards which are contained in the AAR Interchanges Rules, as revised 12/1/08 and accessible via (<http://www.aar.org/IndOpsInfo/~media/AAR/Common/AAR%20Intermodal%20Interchange%20Rules%20120108.ashx>) and will be subject to inspection and approval by CSXIT (however, Motor Carrier agrees and understands that CSXIT's inspection and approval of repairs is solely to protect the interests of CSXIT in the General Purpose Equipment, and CSXIT assumes no responsibility for verifying the sufficiency or quality of any repairs performed by Motor Carrier). The accumulation of use charges shall continue during the period of any required repair unless mutually agreed to the contrary. All repair bills shall be mailed to CSXIT at the following address: CSXIT Maintenance Department, 27th Floor, 301 W. Bay Street, Jacksonville, Florida 32202
2. The cost of any repairs performed pursuant hereto and the cost of any repairs for damage or improper repair noted on inbound gate receipts shall be the responsibility of Motor Carrier, unless associated with wear and tear. Repairs performed to and bills resulting from EIR defects may include adjoining components that are necessary for proper repair to the area of defect described in the EIR, in accordance with AAR Interchange Rule 122(A)5, last revised 12/1/08 and accessible via (<http://www.aar.org/IndOpsInfo/~media/AAR/Common/AAR%20Intermodal%20Interchange%20Rules%20120108.ashx>), notwithstanding Motor Carrier's failure to specifically note damage to adjoining component. CSXIT shall bill the Motor Carrier for the cost of such repairs.

E. Tires

Motor Carrier must contact CSXIT's contractor for tire repairs and replacements. The Contractor will perform the necessary repairs and bill the responsible party. If the Contractor is not available or Motor Carrier elects to have tires replaced or repaired by someone else, Motor Carrier must first obtain authorization from CSXIT's maintenance department or authorized representative. (CSX Contact Phone Numbers: (770)294-3562 or (904)891-2488). Motor Carrier must furnish a copy of the outbound gate receipt, vendor's repair invoice identifying trailer initial and number, repair date, tire location, cappers code, serial number, brand, position, size and reason for replacement for tire(s) removed and applied to obtain reimbursement for the cost of such authorized repairs. Cappers code can be found on the sidewalls of the tire. Additionally, most cappers have their code marked on a patch inside of the tire. A capper code consists of four letters and three numbers. (Example: RJBM018. The R identifies the tire as a recap, JBM identifies the capper and 018 identifies the week and year the tire was recapped.) CSXIT will reimburse Motor Carrier for a total failure of a tire or a tube which does not result from being run flat, cut or otherwise abused. Tire swapping is prohibited. When a tire is replaced, the same size tire must be applied. Motor Carrier will be reimbursed actual cost of repairs, not to exceed \$153 for a new recap tire and casing, \$223 for a new tire, \$5 disposal fee, \$20 for a new tube, \$8 for a new tube flap and \$15 labor per tire.

F. Lost, Stolen or Destroyed Equipment

1. If General Purpose Equipment is lost, stolen, irreparably damaged or destroyed (which shall include damage to the General Purpose Equipment where the cost of repair exceeds the settlement value), Motor Carrier shall pay to CSXIT the settlement value of such General Purpose Equipment. Motor Carrier shall immediately notify CSXIT in writing of such loss or damage and request a statement of the settlement value for such General Purpose Equipment. CSXIT shall provide a statement of settlement value and advise disposition of the General Purpose Equipment as soon as practicable after receipt of notice from Motor Carrier. Motor Carrier shall make payment in full of the settlement value within thirty (30) days from the date of the invoice. All user charges shall continue until the settlement value is paid in full. If CSXIT requests the salvage of damaged General Purpose Equipment, then Motor Carrier shall return it to the Terminal of Interchange. With any return of General Purpose Equipment to the Terminal for salvage, the unit must not be unnecessarily cut up to facilitate handling.
2. The settlement value of General Purpose Equipment for the purpose of this Addendum shall be the depreciated replacement value less salvage value except in the case of Hazardous Substances. The depreciated replacement value and salvage value shall be determined by the Owner of the General Purpose Equipment, in accordance with one or another of the standards broadly utilized for valuing General Purpose Equipment in these circumstances and the Motor Carrier will be advised of the depreciated replacement value and salvage value. In the event lost or stolen General Purpose Equipment is recovered after settlement has occurred, Motor Carrier may recover from CSXIT the settlement value (but only to the extent CSXIT actually recovers the same from the owner of the subject General Purpose Equipment, as applicable) only after Motor Carrier has returned the General Purpose Equipment to CSXIT in good condition and paid all user charges incurred from the date of the original notice until the date of return to the Terminal of Interchange.

G. Hazardous Substances and Discharges

Motor Carrier, at Motor Carrier's sole expense, shall comply with all applicable laws, regulations, rules and orders with respect to the use, handling, transportation, storage or disposal of hazardous substances, including properly displaying all required placards and properly disposing of any such remaining hazardous materials or residues in connection with Equipment interchanged hereunder and shall furnish satisfactory evidence of such compliance to CSXIT upon request.

If General Purpose Equipment is not returned in the condition described in Section D.3 d of the UIIA, CSXIT may assess the full actual cost of any dunnage removal, repairs, rehabilitation or cleaning, subject to a minimum charge per unit of Equipment of \$100.00 for dunnage removal.

Motor Carrier is expressly prohibited from knowingly using General Purpose Equipment in moving hazardous wastes, municipal or solid wastes or other hazardous commodity prohibited under the CSXIT Service Directory 1 (<http://www.CSXIT.com/share/CSXITservices/main/docs/servdir1-REF10281.pdf>) . Any Motor Carrier that knowingly transports such commodities in the General Purpose Equipment will be responsible for either returning the General Purpose Equipment in a condition satisfactory to the CSXIT or paying the depreciated replacement value of the General Purpose Equipment.

Should any discharge, leakage, spillage, emission, or pollution of any type or of any substance, whether or not it is a substance regulated under 49 CFR 100-149, occur in connection with the use, handling, transportation, or storage of Equipment while in Motor Carrier's possession, Motor Carrier, at Motor Carrier's sole expense, shall be responsible for cleaning and remediation of all property affected thereby to the satisfaction of any government body having jurisdiction thereof. Provided, however, that if such a discharge should take place on CSXIT's terminal, Motor Carrier shall immediately notify terminal management.

H. Method of Invoice Dispute Resolution

1. Charge Billing CSXIT will provide invoices to Motor Carrier for repair and replacement charges. Payment in full of an invoice shall be made by Motor Carrier within thirty (30) days from the date of the invoice. In the event Motor Carrier contests any portion of an invoice, Motor Carrier shall provide a written explanation and submit substantiating documentation for such contest to CSXIT

within the thirty (30) day time period. Motor Carrier promises to pay such contested charges within thirty (30) days of resolution of the contest, through Agreement, arbitration, or otherwise. Electronic or handwritten J-1's shall be considered sufficient supporting documentation for the purposes of this paragraph. Payment for all portions of the invoice not being contested shall be made by Motor Carrier within the initial thirty (30) day time period. If CSXIT does not receive payment from Motor Carrier as set forth herein, Motor Carrier agrees to reimburse CSXIT any and all costs it may incur in the collection from Motor Carrier of such amounts, including, but not limited to, reasonable attorneys' fees and collection agency fees.

2. Unresolved Disputes All unresolved disputes regarding invoices shall be resolved in accordance with the following procedures. In the event any dispute arises in connection with an invoice, the parties shall promptly confer in good faith to resolve such dispute. If the dispute is not resolved within thirty (30) days after it arises, either party may submit it to binding arbitration, as follows:
 - a. The initiating party shall deliver written notice (the "Arbitration Notice") to the other party that it desires such arbitration of the dispute, which arbitration shall be held in Jacksonville, Florida or other mutually agreeable location, in accordance with the rules of the American Arbitration Association. A panel of three (3) arbitrators shall be named, CSXIT and Motor Carrier each selecting one arbitrator within fifteen (15) days after delivery of the Arbitration Notice, and the two (2) selected arbitrators selecting a third arbitrator within fifteen (15) days of their appointment. If the two (2) arbitrators previously appointed by CSXIT and Motor Carrier cannot agree upon the third arbitrator within fifteen (15) days, then either party may apply to the presiding judge of any court of competent jurisdiction in Jacksonville, Florida for appointment of the third arbitrator. In the alternative, the parties may agree on a sole arbitrator.
 - b. The panel of arbitrators (or sole arbitrator, as appropriate) shall thereafter meet within ten (10) days of the date of selection of the final arbitrator and the claims and matters in dispute shall be presented by the parties and heard by the panel in accordance with the applicable rules for arbitration of commercial disputes of the American Arbitration Association (or such other arbitration rules as are agreed to by the parties or imposed by applicable law). The decision of the arbitrators so chosen shall be given within a period of ten (10) days after such meeting. The decision and award rendered by all or a majority of the arbitrators shall be final and binding and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
3. The arbitrators shall have no power to modify any of the provisions of this Addendum, and their jurisdiction is limited accordingly.
4. Each of the parties shall be responsible for the expenses incurred by the arbitrator appointed by said party, and the expenses, fees and cost of the third arbitrator, or sole arbitrator, as applicable, shall be borne equally between the parties. Each party shall be responsible for its own attorneys' fees.

FORM 11A

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the date first above written.

CSX INTERMODAL TERMINALS, INC.

Signed By: _____

Name: _____

Title: _____

Address: _____

Tel. No.: _____

Fax No.: _____

MOTOR CARRIER (Please provide company name, address, telephone and fax numbers as indicated below, and have authorized officer or other representative sign on behalf of Motor Carrier.)

Company Name: _____

Signed By: _____

Name: _____

Title: _____

Address: _____

Tel. No.: _____

Fax No.: _____

Motor Carrier is responsible for advising CSXIT and UIIA of address/telephone/fax change.

REVISION EFFECTIVE: June 26, 2010