



NEW YORK CONTAINER TERMINAL TOLL REIMBURSEMENT PROGRAM AGREEMENT

This New York Container Terminal Toll Reimbursement Program Agreement, as amended from time to time (this "Agreement"), sets forth the terms and conditions governing the use of the New York Container Terminal, LLC ("NYCT") toll reimbursement program (the "Toll Program") pursuant to which qualifying independent owner operator drivers and trucking companies having E-ZPass accounts established with any E-ZPass member agency (singularly, "Participant" and collectively "Participants") will participate in the partial reimbursement of Port Authority of New York and New Jersey ("PANYNJ") E-ZPass tolls ("Toll Reimbursements") for trucks passing over the Goethals Bridge, Outerbridge and Bayonne Bridge ("Qualified Bridges") for crossings made for the purpose of conducting business in connection with cargo originating from or being delivered to the terminal facility of NYCT, the NYCT centralized examination station or the NYCT Express Rail located at Howland Hook, Staten Island, NY (together, the "Terminal") as authorized by NYCT (a "Qualified Crossing").

Agreement and Disclosure. By completing and submitting the nycttolls.com Account Setup form and electronically signing the PANYNJ Authorization to Release Information (together the "Program Application"), Participant acknowledges that Participant has read this Agreement in its entirety and agrees to be bound by its terms and conditions. **THIS AGREEMENT SHOULD BE READ COMPLETELY AND RETAINED WITH PARTICIPANT'S RECORDS.**

Electronic Signature: Where the Program Application and PANYNJ Authorization to Release Information ("Authorization") are accessed and completed via the NYCT website www.nycttolls.com; (i) entering required information, (ii) providing an e-signature and (iii) pressing the submit button, Participant represents that such signature is intended to function as a legal signature and that where the Program Application is being submitted on behalf of a corporation or other legal entity, the person submitting the Program Application is duly authorized to submit such signed documents and enter into the Toll Program on behalf of such corporation or entity Participant.

Relevant Information: Each Participant (i) expressly authorizes NYCT to inquire, verify and obtain from any agency issuing the Participant's an E-ZPass Account and the PANYNJ, any information that is necessary or appropriate to confirm and authorize Toll Reimbursements; (ii) expressly authorizes NYCT to inquire, verify and obtain from the Participant's bank all relevant information relating to the bank account as identified through the Program Application as may be appropriate to process payment by Electronic Funds Transfer ("EFT"); (iii) represents and warrants that all information

completed and set forth in the submitted Program Application is true and correct in all material aspects and agrees to timely notify NYCT of any changes to such information via www.nycttolls.com so long as the Participant is enrolled in the Toll Program; (iv) agrees to keep NYCT informed of current email and mailing address to insure correct mailing of periodic statements to Participant; and (v) agrees to keep NYCT informed of current bank information to insure correct remittance of Toll Reimbursements via EFT.

Toll Reimbursements. Each Participant acknowledges that (i) the Participant will be entitled to receive Toll Reimbursements only for amounts as are identified and confirmed via the Toll Program as verified by the PANYNJ; (ii) the Participant will be entitled to receive a Toll Reimbursement based solely on the information provided by the PANYNJ verifying payment to E-ZPass for a Qualified Crossing which is able to be cross-referenced by NYCT with a specific transaction at the Terminal. The transaction at the Terminal must be recorded by the NYCT gate system within four (4) hours after a Qualified Crossing if such Qualified Crossing occurs between 5:00AM and 2:59PM or within 19 hours after a Qualified Crossing if such Qualified Crossing occurs between 3:00PM and 4:59AM. Whenever a tag is linked to both eligible and non-eligible toll transactions in a calendar day, the amount to be reimbursed will be established by matching the toll transaction(s) occurring closest in time to the truck's arrival time(s) at NYCT after such Qualified Crossing; (iii) the Participant will pay Qualified Bridge tolls by Participant's registered E-ZPass Account and manage E ZPass tags to ensure one E-ZPass ID Tag is available for one Qualified Crossing and for one transaction at the Terminal; (iv) Toll Reimbursements will be given only for a Qualified Crossing made for the purpose of conducting business in connection with cargo originating from or being delivered to the Terminal; (v) Toll Reimbursements will be calculated based on the difference between \$6.00 plus CPI per axle and the toll rate on the Qualified Bridges at the time the Qualified Crossing occurred. "CPI" at any given date means, using 2009 as the base year, the cumulative increase in the Consumer Price Index for All Urban Consumers - New York-Northern New Jersey-Long Island, NY-NJ-CT (All items, unadjusted 1982-84=100) published by the Bureau of Labor Statistics of the United States Department of Labor; (vi) each truck for which a Participant claims toll reimbursement must be registered as a commercial vehicle of Class 2, 3, 4, 5 or 6 and such trucks which have more than 6 axles will be reimbursed only up to the toll rate of 6 axles; (vii) Toll Reimbursements will be remitted weekly to the commercial E-ZPass account owner whose tags are used to pay the tolls as reflected on the records of PANYNJ (reimbursement may be delayed due to events not controlled by NYCT); (viii) Over-dimensional trucks or any "specials" requiring special accommodations by the Port Authority due to size, weight or other issues will not be reimbursed through this program unless they can pass through an E-ZPass toll lane. In such instance, Participant

will only receive the partial reimbursement to the base toll amount paid per axle up to 6 axles. Neither the “special” toll nor any possible escort fees will be reimbursed; (ix) Participants who are voided out by NYCT are eligible for reimbursement unless NYCT voids the transactions at the Terminal for situations where (A) the Participant is deemed to be at fault, including, but not limited to, violating any Terminal rule, failure to check container availability and/or for being at the wrong terminal, or (B) the container or chassis is not available through no fault of NYCT and (x) for instances of participant misuse, misrepresentation or violations of the Toll Program, NYCT or PANYNJ may, at its discretion, demand reparation from the participant for amounts previously reimbursed.

Toll Program Enrollment. NYCT offers the Toll Program as an accommodation only and nothing contained herein or in the Program Application or related documentation shall create any right, title or interest on part of any Participant, applicant or other person to participate in or continue to participate in the Toll Program. NYCT may terminate the Toll Program in its entirety or with regard to any Participant at any time without notice and without any right to damages or compensation on the part of any Participant. NYCT reserves the right to deny or revoke enrollment in the Toll Program to any Participant for any reason, including but not limited to the failure of any applicant to meet the criteria established from time to time by NYCT or by the PANYNJ in their sole discretion. Such criteria include but are not limited to a consistent acceptable credit payment history with E-ZPass. At any time, participants may be asked to provide additional documentation or information as deemed necessary by NYCT or PANYNJ. NYCT may require participants to revalidate E-ZPass tags on their account periodically.

Amendments to Toll Program. NYCT may amend the terms and conditions of this Agreement and the Toll Program with or without prior notice by postings on the NYCT website and all Participants shall be bound by such amendments at the time of posting. By participating in the Toll Program, Participant agrees that such participation will be governed by this Agreement as well as any amendments and disclosures as may be provided by NYCT from time to time.

Access. Participants may only receive payment of Toll Reimbursements corresponding to the E-ZPass Accounts registered in Participant’s name by EFT to Participant’s bank account designated on the Program Application. To the extent that Participant accesses the Toll Program via the internet, Participant understands that NYCT does not make any warranties on equipment, hardware, software or internet provider service, or any part of them, expressed or implied. NYCT is not responsible for any loss, injury, or damages, whether direct, indirect, special or consequential, caused by any internet access. Participant is responsible for keeping track of the status and accuracy of any Toll Reimbursements.

Termination. Participant may terminate participation in the Toll Program at any time by notifying NYCT in writing providing Participant's name and address and stating the termination date of Participant's account or by using the online tool at www.nycttolls.com Account Profile page by clicking on the "Delete User Account" button. Participant's final Toll Reimbursement will be assessed to include the last Qualified Crossing prior to the date of termination at the end of the month following the month in which the account was terminated, if applicable. Notice of termination shall not be effective until the business day after the business day on which such notice is actually received by NYCT. Termination of Participant's participation in the Toll Program will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before such termination.

Fees. NYCT does not currently charge an access fee for the Toll Program, however, Participants are responsible for all other fees that may be imposed by the PANYNJ and third parties, including but not limited to charges for web access and/or data and account fees that may be charge by Participant's bank in connection with Participant's bank account or the PANYNJ in connection with Participant's use of E-ZPass.

Participant Toll Program Responsibilities. In addition to the terms and conditions in other sections of this Agreement, Participant agrees to independently monitor Participant's Toll Reimbursements and Toll Program account information in addition to any information Participant may receive with regard to Participant's E-ZPass account from the PANYNJ, or any E-ZPass member agency. Participant agrees to keep apprised of any modifications or changes to the Toll Program by regularly visiting the NYCT website, www.nycttolls.com. Participant agrees to take every precaution to ensure the safety, security and integrity of Participant's Toll Program account. Participant agrees not to leave Participant's E-ZPass tag unattended. In the event that the Participant creates a password in order to access Participant's account(s) with the Toll Program and/or E-ZPass, Participant agrees not to disclose Participant's password or other access information for the Toll Program account or E-ZPass accounts to any other person and NYCT will not be liable for any related damage resulting from such disclosure. Participant agrees not to use any personally identifiable information when creating shortcuts to the Toll Program. Participant agrees to comply with all applicable laws, rules and regulations in connection with E-ZPass and the Toll Program. Participants are responsible for all transfers and payments Participants authorize with regard to the Toll Program account under this Agreement. If Participant permits other persons to use an EFT service, debit card, access code or otherwise obtain access to Participant's Toll Program account, Toll Reimbursements or E-ZPass accounts, Participant is responsible for any transactions they authorize or conduct with regard thereto.

NYCT Limited Liability for Use of the Toll Program. The Toll Program service is provided to Participant on an "as-is" and "as available" basis. NYCT does not make any warranties or representations with regard to E-

ZPass or that the Toll Reimbursements based on the E-ZPass information supplied to NYCT by the PANYNJ will be timely or error-free, including, without limitation, express or implied warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights and title, and any implied warranties arising from course of dealing or course of performance. Participant's sole and exclusive remedy for any error, delay, failure or non-performance of Toll Reimbursements shall be for NYCT to use commercially reasonable efforts to perform. Participants agree and acknowledge that in calculating Toll Reimbursements, NYCT requires and relies upon the receipt and confirmation of information from the PANYNJ and while NYCT will endeavor to remit Toll Reimbursements in a timely manner, NYCT is under no obligation to remit such payments within a specified time period and in no event is NYCT liable for any loss of interest income attributable to such delay. Participant agrees that NYCT shall not be responsible for any loss or damages resulting from or in connection with Participant's use of the Toll Program, whether caused by NYCT or related equipment, software, internet browser providers, Internet access providers or online service providers or by an agent or subcontractor for any of the foregoing. In no event will NYCT be liable for any consequential, indirect, incidental, special or punitive damages arising out of or in connection with Participant use of the Toll Program. Although NYCT has taken measures to provide security for communications from Participant to NYCT via the internet and may have referred to such communication as "secured," NYCT cannot and does not provide any warranty or guarantee of such security. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by law.

Disclosure of Account Information to Third Parties. NYCT agrees not to disclose information to third parties about Participant's Toll Program except when:

1. disclosure is to the PANYNJ in order to access E-ZPass information to verify Toll Reimbursement;
2. disclosure is to Participant's bank with regard to completion or verification of the Toll Reimbursement;
3. such disclosure is required by law or pursuant to government agency or court order; or
4. Participant gives NYCT written permission.

How to Notify NYCT in the Event of an Unauthorized Transaction. If Participant believes Participant's Toll Program account has been accessed or used without Participant's permission, Participant is responsible to notify NYCT by telephone at (718) 683-3245, by email at customerservice-tolls@nycterminal.com or write: New York Container Terminal, LLC, 300 Western Avenue, Staten Island, NY 10303, Attn: NYCT Toll Reimbursement Program. NYCT may not immediately receive E-mail communications, voicemails or correspondence that Participants send and NYCT will not take action based on E-mail requests until NYCT actually receives a message and has a reasonable opportunity to act.

Error Resolution Rights. Participant may make a claim for non-payment of claimed Toll Reimbursements by completing and submitting to NYCT via www.nycttolls.com Dispute A Claim Page (Non-Payment of Toll Reimbursement), (Discrepancy of Toll Reimbursement), (Toll Reimbursement for OOG Load) or (Toll Reimbursement for Void-Out Driver). Participant shall wait for 30 days after the date of Participant's Qualified Crossing before Participant submits a non-payment or discrepancy claim via www.nycttolls.com. In the event Participant disagrees with the amount of any toll reimbursement received, Participant makes a claim for any disputed amount by completing and submitting to NYCT via www.nycttolls.com. In no circumstance Participant shall wait more than 90 days after the date of Participant's Qualified Crossing to submit any claim to NYCT. NYCT will not guarantee Toll Reimbursement in cases that include multiple E-ZPass Tag IDs associated to one transaction at the Terminal. **The results of any investigation of Toll Reimbursement Claims by NYCT will be final.** NYCT will endeavor to notify Participant of the results of its investigation within sixty (60) days of submission of any claim, but such investigation relies on confirmation of information supplied by the PANYNJ among other factors and NYCT makes no guarantee as to the time required to investigate any Participant complaint or inquiry. If NYCT decides after the investigation that an error did not occur, NYCT will deliver an explanation of such findings to Participant by e-mail or by mail. Upon request by Participant, NYCT will provide Participant copies of documents (to the extent possible without violating the rights of third parties) relied upon to conclude that the error did not occur.

Reservation of Rights. Failure or delay by NYCT to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and NYCT expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

Other Agreements. Except as stated otherwise in the Agreement, this Agreement does not alter or amend any of the terms or conditions of any other agreement Participant may have with NYCT. If any part of this Agreement should be held to be unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Participant acknowledges that this Agreement, the Program Application and the Toll Program do not alter, modify, or supersede Participant's current contract with an E-

ZPass Agency or the PANYNJ volume discount program, as may be amended from time to time.

Entire Agreement. This Agreement contains the entire agreement between Participant and NYCT with regard the Toll Program and supersedes any other or oral communications and previous agreements, if any.

Governing Law. This Agreement and the Toll Program shall be governed by the laws of the State of New York without regard to conflicts of law.

Assignment. Participants may not transfer or assign their rights under this Agreement or the Toll Program or any right to receipt of the Toll Reimbursements without the prior written consent of NYCT.