

SCHEDULE 2
SPONSORSHIP AGREEMENT

Name of Licensee (“Sponsor”):

Name and Port Pass # of Sponsored Independent Operator (together with an eligible employee of the Sponsored Independent Operator, the “Sponsored IO”)

Name:

Telephone #:

Email:

Port Pass #:

Pursuant to the Sponsor’s application for an Access Agreement and a Container Trucking Services Licence, the Sponsor and the Sponsored IO hereby apply for Sponsorship.

The Sponsor and the Sponsored IO acknowledge and agree that:

- 1) the capitalized terms in this Schedule have the same meaning as those terms are defined in the Container Trucking Services Licence issued to the Sponsor;
- 2) the Sponsorship will not be effective unless and until the Commissioner confirms his or her approval of same in writing;
- 3) the Sponsored IO is bound by all of the covenants of the Sponsor contained in the Licence issued by the Commissioner to the Sponsor. For greater certainty, but without limitation, the Sponsor and the Sponsored IO are subject to all of the provisions of the Container Trucking Legislation;
- 4) the Sponsored IO is on the I/O List held and administered by the OBCCTC;
- 5) if the Sponsored IO uses the services of another person to undertake Container Trucking Services, that sole person must be an employee of the Sponsored IO and identified in the form attached as Appendix 1;
- 6) the Sponsored IO may not employ more than one person at a time to undertake Container Trucking Services;
- 7) all data respecting trucks must be provided in accordance with the Commissioner’s and the Vancouver Fraser Port Authority’s application processes;
- 8) all data submitted to the Commissioner must be kept current. It is the Sponsor’s obligation to notify the Commissioner forthwith if any of the information of the Sponsor, the Sponsored IO or the Sponsored IO’s employee changes;
- 9) either the Sponsor or the Sponsored IO may terminate the Sponsorship at any time, upon notice to the other party, and to the Commissioner;
- 10) the terms and continuation of the Sponsorship Agreement are subject to the Commissioner’s discretion. Any breach of the terms of the Sponsorship Agreement by the Sponsor or the Sponsored IO may lead to termination of the Sponsorship Agreement by the Commissioner.

PLEASE NOTE:

- A) APPLICATIONS WILL NOT BE CONSIDERED UNLESS THE SPONSORED IO AND ANY PERSON EMPLOYED BY THE SPONSORED IO TO UNDERTAKE CONTAINER TRUCKING SERVICES HAS SUBMITTED TO THE SPONSOR A COMPLETED CONSENT TO DISCLOSE, IN THE FORM ATTACHED AS SCHEDULE 3 TO THE CONTAINER TRUCKING SERVICES LICENCE ISSUED TO THE SPONSOR;
- B) NO ACTIONS TAKEN PURSUANT TO ANY OF THE SECTIONS ABOVE IMPACT ANY OF THE CONDITIONS OF THE ACCESS AGREEMENT;

SPONSORSHIP AGREEMENT

By signing in the space provided below, the Sponsor and the Sponsored Independent Operator confirm that they agree to the terms and conditions set out above.

Dated this ___ day of _____, 20__.

| | |
|---|---|
| <p>SPONSOR, <i>by its duly authorized signatory</i></p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <p>Company Name (please print)</p> | <p>WITNESS:</p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <hr/> <p>Address</p> |
|---|---|

| | |
|--|---|
| <p>SPONSORED INDEPENDENT OPERATOR, by <i>its duly authorized signatory or signatories, if a corporate entity</i></p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> | <p>WITNESS:</p> <hr/> <p>Signature</p> <hr/> <p>Name (please print)</p> <hr/> <hr/> <hr/> <p>Address</p> |
|--|---|

SPONSORSHIP AGREEMENT

Appendix 1: Information Re Sole Employee of Sponsored IO's

| Port Pass Number | First Name | Middle Name | Last Name |
|------------------|------------|-------------|-----------|
| | | | |