Original Title Page

Consolidated Chassis Management Pool Agreement

FMC Agreement No. 011962-007

A Cooperative Working Agreement

2nd Edition

Expiration Date: None

Withdrawn on
11/04/2013

EFFECTIVE
DEC 2 9 2011
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

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AMENDMENT PENDING SUBJECT TO RESPONSE TO FMC REQUEST FOR ADDITIONAL INFORMATION

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Article 1: Name of Agreement

The name of this agreement shall be the Consolidated Chassis Management Pool Agreement (hereinafter, the "Agreement").

Article 2: Purpose of Agreement

The purpose of the Agreement is to provide for a cooperative working arrangement pursuant to the Shipping Act of 1984, as amended, for the formation and operation of local, metropolitan, and/or regional Chassis Pools. The Chassis Pools are intended to improve the quality and efficiency of intermodal chassis operations for the movement of intermodal containers in the United States.

Article 3: Parties to the Agreement

The Parties to the Agreement (hereinafter referred to individually as a "Party" and collectively as "Parties") include: (a) the Ocean Carrier Equipment Management Association, Inc. ("OCEMA"), Consolidated Chassis Enterprises LLC ("CCE"), CCM Pools LLC ("CCMP"), Consolidated Chassis Management LLC ("CCM"), and other Affiliates (together the "OCEMA Parties"), (b) OCEMA's member ocean common carriers (the "OCEMA Members"), (c) the other ocean common carriers listed in Appendix A (the "Non-OCEMA Carriers"), and (d) the Marine Terminal Operator parties listed in Appendix A (the "Marine Terminal Operator Parties"). The OCEMA Parties, the OCEMA Members, and Non-OCEMA Carriers shall be referred to collectively as the "Ocean Carrier Parties."

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Article 4: Geographic Scope of Agreement

The scope of this Agreement shall include Marine Terminals and Inland Intermodal Terminals located within the United States at which containers moving to or from Marine Terminals in the foreign commerce of the United States, or chassis which transport such containers, are received, delivered, handled, stored, repaired, maintained, loaded, unloaded, inspected, or interchanged. Loaded or empty containers moved on Pool Chassis via such Marine Terminals or Inland Intermodal Terminals may be moving to or from any origins, or to or from any destinations, within the United States, its territories or possessions.

Article 5: Establishment and Operation of Chassis Pools

5.1 Definitions. As used in this Agreement -

A. The "Act" shall mean the Shipping Act of 1984, as amended, 46 App. U.S.C. § 1701 et seq.

B. "Affiliate" means a corporation, limited liability company, or other business entity owned by CCE including indirect subsidiaries under common ownership and control of CCE. For clarification, all of the limited liability companies owning Chassis Pools listed in Appendix B hereto are indirect subsidiaries of CCE.

C. "Chassis Equipment Supplier" or "CES" means an entity that is in the business of supplying chassis for the carriage of international intermodal shipping containers in the United States pursuant to a lease, rental, or similar supply agreement with an ocean carrier, pool, shipper, or Non-Regulated Entity.

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D. "Chassis Pool" or "Pool" means a pool of Chassis considered, under development, established, owned, or operated by CCE or an Affiliate and shown in Appendix B to this Agreement.

E. "Contributor" means an Entity that provides Chassis to a Chassis Pool for the use of Chassis Pool Users pursuant to a written contribution agreement with the Pool.

F. "Entity" means a person, partnership, corporation, association, or limited liability company.

G. "Inland Intermodal Terminals" shall mean rail terminals, container yards, container freight stations, intermodal equipment storage areas, container depots, and similar facilities.

H. The "FMC" or the "Commission" shall mean the Federal Maritime Commission.

I. "Governing Board" shall mean the board of directors, board of managers, or other similar governing entity of CCMP.

J. "Marine Terminal" shall mean a marine terminal at which a marine terminal operator furnishes wharfage, dock, warehouse, or other terminal facilities in connection with a common carrier subject to the Act .

K. "Non-Regulated Entities" shall mean domestic water carriers, inland motor and rail carriers, logistics companies, intermodal marketing companies, and other Entities not subject to the regulatory jurisdiction of the FMC pursuant to the Act.

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L. "Pool Charges" shall mean rates, charges, fees and credits for the use and/or contribution of Pool Chassis.

M. "Pool Chassis" or "Chassis" means an intermodal chassis designed for use for over-the-road transportation of international shipping containers in the United States, which chassis has been contributed to a Chassis Pool by a Contributor and which is made available to Users through a Chassis Pool.

N. "User" means an entity that has executed a written agreement with the Chassis Pool authorizing it to use Pool Chassis.

5.2 General Authority. The Parties, or any two or more of them, or through any Chassis Pool or Affiliate, are hereby authorized to meet, discuss, exchange information and data, negotiate, and agree upon all matters related to the establishment, operation and use of Chassis Pools including but not limited to:

A. Terms, conditions, procedures, operating rules, and charges governing pool operations and the contribution, use, receipt, storage, inspection, repair, maintenance and interchange of Chassis.

B. Determination, establishment, and assessment of Pool Charges. Pool Charges may be uniform or differential, on a per diem or other basis, and may reflect the costs for maintenance, repair, inspection, storage, repositioning, insurance, administration, other Pool expenses. Pool Charges may also reflect the value of the use of Chassis contributed to the Chassis Pool by a Contributor through the application of differential rates, credits, or other

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appropriate means, as determined by the Governing Board. Per diem or other charges may also reflect other operational or economic factors or objectives relevant to the Pool (e.g., utilization of Chassis in excess of set percentages of a Contributor's contribution or of a User's or the Pool's estimate of use, market rates for the lease of chassis, incentives or penalties to ensure adequate supply or avoid wasteful or costly practices, encouraging safety practices, and/or avoiding excessive costs for maintenance and repair) as may be determined by the Governing Board from time to time. Charges may be made for damages to or repositioning of Chassis, as well as other expenses, as set forth in the contracts governing the use of Pool Chassis.

C. The compensation of CCM, an Affiliate, and/or another party for efforts or costs incurred in connection with Pool establishment or development, management, operation, or general efforts to promote or further chassis pooling.

D. All other terms and conditions under which Chassis will be (a) provided to Users and/or (b) contributed to the Chassis Pool by Contributors or CES's. Users must also be Contributors, unless and to the extent otherwise determined by the Governing Board.

E. Insurance, indemnification, and allocation of liability for claims with respect to damage to or loss of equipment, property damage, financial losses, personal injury or death, or other liability relating to or arising out of use of Chassis, contribution of Chassis to a Pool, maintenance, repair, inspection, storage or other aspects of pool operation and management.

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F. Establishment of target chassis inventory and chassis utilization levels for Chassis Pools and the development and implementation of procedures for right-sizing the chassis inventory and for the addition and/or withdrawal of chassis from Chassis Pools.

G. Determination of criteria or requirements for the eligibility or non-eligibility of Parties and/or non-Parties to participate as Users, Contributors, CES's, or in any other capacity in a Chassis Pool and the terms and conditions under which they may participate, if deemed eligible, including but not limited to criteria or requirements based upon operational standards, volume, size and type of contributed equipment, business purpose or manner of chassis usage, net worth or other measure of financial responsibility, history of payment of financial obligations, credit history, establishment of bond or other form of financial security or guarantee, membership in this Agreement, safety record, liability risk, assumption of liability and indemnity obligations, adequacy of insurance to cover potential liabilities under agreements with the Chassis Pool, and minimum and maximum chassis use and/or contribution levels. The primary purpose of this Agreement is to provide for the pooling of equipment for use by or on behalf of ocean carriers, provided however, that for operational or efficiency reasons, the Governing Board, in its discretion, and subject to such terms, conditions, and charges as it may adopt, may, but is not required to, also authorize participation in a Chassis Pool as User and/or Contributor by one or more shippers, CES's, or Non-Regulated Entities engaged in the transport, use, lease, or ownership of intermodal Chassis.

H. Establishment and promulgation of operating rules for a Chassis Pool.

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I. Maintenance of records and reports relating to the inspection, maintenance and repair of chassis, pool financial data, chassis supply and utilization, and other aspects of the Chassis Pool.

J. Determination of the replacement value of lost or destroyed chassis.

K. Data processing and storage systems, information systems, hardware, software development, and procedures for electronic data interface between a Pool and its Users, Contributors, vendors, or other third parties.

L. Personnel and facility matters.

M. Chassis Pool audit and accounting functions.

N. Allocation of Chassis Pool revenues, including without limitation any revenues in excess of expenses to reduce per diem or other charges to all or any category of Users.

O. Payment of Chassis Pool expenses to vendors, suppliers, and others.

P. Billing and collection to Users, Contributors, and others owing money to a Pool or against whom a Pool may have a claim.

Q. Purchasing by a Chassis Pool or its vendors or contractors of parts, equipment, and supplies for maintenance or repair of Pool Chassis.

R. Initiating or defending any legal action, or filing reports or applications with any government agency.

S. Actions and measures to address reliability of supply, over usage, and availability of adequate chassis at given locations, including without limitation prioritizing,

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restricting, or denying access to Chassis in the event of shortages, requirements to add or withdraw Chassis in a Pool, and all arrangements with terminals and vendors related thereto.

T. Actions to right size pool inventory when a Pool has more chassis than are needed to meet demand.

U. Determination of (a) the locations(s) to be included in a Chassis Pool, (b) the timing or phase-in of Chassis Pool startup, and (c) the rates, terms, conditions, operating rules, safety requirements, insurance, indemnification, allocation of liability, and any other terms that might be included in an agreement for a license or access to, and occupancy of, premises on Marine Terminals or Inland Intermodal Terminals or other facilities at which Chassis Pools will be operated or Pool Chassis will be located, interchanged, maintained, or repaired.

V. All other matters necessary for or relevant to the management and operation of a Chassis Pool.

5.3 Use and Control of Pool Chassis. A Chassis Pool shall have the right to the full and exclusive use and control of such Chassis for Pool operations during the period a Chassis is contributed to the Chassis Pool by a Contributor, as provided for in the Pool's agreement with the Contributor or CES. Chassis made available to a User shall not be assigned, sub-leased, or rented by the User to any other Entity absent the prior written consent of the Governing Board.

5.4 Data and Information. In furtherance of the authority contained in this Article 5, one or more of the Parties are authorized to obtain, compile, maintain, share, and exchange among themselves, or with one or more third parties, information related to any aspect of intermodal transport, equipment use, inland or marine terminals, operations, cargo throughput, transportation or traffic volumes, equipment use, and/or other information pertaining to matters

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authorized under this Article 5. Such information may include records, statistics, studies, compilations, projections, costs, data, and electronic or paper documents of any kind or nature whether prepared by a Party or the Parties or obtained from outside sources, relating to matters authorized by Article 5.

5.5 Meetings and Agreements With Third Parties. Any of the Parties, the Governing Board, the Pool Manager, or any committee designated by the Governing Board or its Chairman, may meet, discuss, exchange information and data, and reach agreement with one or more owners, operators or other representatives of ocean, rail, and motor carriers, Marine Terminals, Inland Intermodal Terminals, equipment lessors, pool management companies, and/or maintenance and repair vendors, or affiliates of any of the aforementioned, with respect to any matter set forth in this Article 5 in connection with the establishment and operation of a Chassis Pool. The Chassis Pools or Affiliates may obtain bids from, negotiate with, select, and enter into contracts or agreements with such parties in connection with Chassis Pools, including but not limited to: pool management; inspection, maintenance and repair of chassis; storage; access to, license, or lease of facilities on which Chassis Pools are to be operated; supply of equipment to a Chassis Pool; and use or contribution of Chassis to a Chassis Pool; motor carrier service for the repositioning of Chassis Pool equipment; provision or maintenance of computers, information systems, or networks; and any other goods or services that may be required in connection with the operation of a Chassis Pool; including all financial, operational, liability and other terms and conditions of such contracts.

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5.6 Insurance. One or more of the Parties may act as a purchasing group of Users and Contributors to procure insurance covering liabilities arising out of or related to chassis and or chassis pool operations.

5.7 Exclusivity. (a) Any contract or agreement entered into hereunder to form a Chassis Pool, locate or operate it at any one or more Inland Intermodal Terminal(s) or Marine Terminal(s), engage vendors to a Pool, or in connection with operation of a Pool, or otherwise authorized under this Agreement, may be entered into on an exclusive or non-exclusive basis at any or all such facilities.

(b) No ocean common carrier shall be required to participate in a Pool because it is a member of OCEMA or because it is participating in any other Pool owned or operated by CCE or any Affiliate.

Article 6: Management of Chassis Pools and Use of Chassis

6.1 Organization. (a) Each Chassis Pool shall be owned by an Affiliate . Operating rules for each Chassis Pool, and the Pool Charges will be established for the Chassis Pool by the Governing Board. The Governing Board may delegate all or any part of such authority to any Affiliate or a Pool Manager.

(b) The Governing Board will be selected by CCE in its discretion. Only (1) Contributors or (2) OCEMA Members that receive chassis from a Pool through an agreement to procure chassis from a Contributor, shall be eligible to serve on the Governing Board or a Pool Board. A majority of the Governing Board and each Pool Board shall be OCEMA members.

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(c) Associate Members and Non-Regulated Entities shall have the right to provide advice and make recommendations to CCE regarding pool operations and regarding the selection of the Governing Board. Without limitation, OCEMA may discuss and agree on policies or other matters relating to the establishment or operation of Chassis Pools and may communicate same to CCE, an Affiliate, or other Entity formed to own or operate the Chassis Pool.

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6.2 Manager. CCM is authorized to manage and operate any Chassis Pool itself or, with the approval of the Governing Board, may select, negotiate with, and contract with an entity, which may be an Affiliate or an unaffiliated independent contractor, to be the pool manager (hereinafter, the "Pool Manager") on its behalf. The Pool Manager may negotiate with, contract with, and/or oversee vendors to inspect, maintain, repair, and store the Pool Chassis. The Pool Manager may also track and reposition chassis, provide software and information systems, open and manage bank accounts on behalf of the Chassis Pool, collect fees and disburse payments in connection with Chassis Pool operations and/or perform such other administrative and operational functions relating to the Chassis Pool to the full extent provided for under this Agreement and as the Governing Board may from time to time determine.

6.3 Advisory Council. The Governing Board is authorized, but not required, to form an advisory council consisting of representatives of Contributors and Users of a Chassis Pool, which may provide input to the Pool Manager or Governing Board on issues of interest and concern to such Contributors and Users. Contributors who are ocean carriers or Non-Regulated Entities shall be eligible for the advisory council and shall be appointed by vote of the Governing Board. Members of the advisory council can attend Governing Board meetings at the invitation of the Governing Board chairman.

6.4 Operation and Control of Terminals. A Chassis Pool developed under this Agreement will have no responsibility or authority with respect to the general operation and control of the terminals or ancillary facilities from which it operates. The terminal or other facility owner and/or operator shall retain control of the management, operations, practices,

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services, and use of and/or access to its facilities, subject to any legal or contractual obligations it may have with the Pool, provided that the Pool or its vendors or subcontractors may undertake certain operational or other responsibilities with respect to Pool operation on a terminal facility.

6.5 Hiring of Inland Carriers. Notwithstanding any other provision hereof, this Agreement does not authorize the Parties to jointly negotiate, agree upon, or jointly contract for freight rates or charges, or other terms of the transportation of cargo to be paid by any person to rail carriers, motor carriers, or other domestic carriers for transportation within the United States; provided that a Chassis Pool may engage a motor carrier or carriers to reposition or recover Chassis within the scope of this Agreement. Nothing herein prohibits the assessment of Pool Charges to Non-Regulated Entities.

6.6 Agreements hereunder with an owner or operator of a Marine Terminal or Inland Intermodal Terminal with respect to siting of a Chassis Pool, or the use, license or lease of its property for the establishment or operation of a Chassis Pool, shall not be deemed to be an agreement with respect to transportation within the United States.

6.7 Intentionally left blank.

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6.8 In addition, the Governing Board is authorized to implement rules, charges and other terms applicable to Non-Regulated Entities, Ocean Common Carriers, and Marine Terminals who utilize or take possession of Pool Chassis without contractual authorization from a Pool or the Pool Manager.

Article 7: Administration of the Agreement

7.1 Agreement Organization. This Agreement shall be implemented by meetings, decisions, memoranda and other communications between two or more of the Parties to enable them to effectuate the purposes, or carry out the authority, of this Agreement. The chairman of CCE shall be the Chairman of this Agreement, and the Board of Directors of CCE shall be the Executive Committee of this Agreement. The Executive Committee may designate such other officers or administrators as it deems necessary for the administration of the agreement. The Executive Committee may also establish such standing, advisory, and ad hoc committees as it deems desirable for the furtherance of the purposes of the Agreement. The Executive Committee is authorized to retain consultants, attorneys, or accountants on behalf of the Agreement and may also act on behalf of the Agreement on pending legislative or regulatory matters.

7.2 Decisions and Decision making. Decisions with respect to formation, location, or operation of a Pool, membership in this Agreement, or Agreement administrative matters shall be taken by a vote of two-thirds (2/3) of the members of the Executive Committee. Decisions with respect to sharing of Agreement expenses and amendments to this Agreement shall be by

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two-thirds (2/3) vote of the Parties that are members of OCEMA; provided that an Associate Member shall be given 45 days prior written notice before it is obligated for any Agreement expenses or before its share of such expenses are increased. For purposes of this paragraph, each Party shall have one vote regardless of how many Chassis Pools that Party participates in as a User or Contributor.

7.3 CCMP and Individual Chassis Pools. The Governing Board is authorized to meet, discuss and agree upon any or all matters described in this Agreement relevant to one or more Chassis Pools, and the requirements and procedures for decisions of the Governing Board shall be determined by the applicable corporate documents governing CCMP.

7.4 Delegation of Authority. The following persons shall have authority on behalf of a Party to sign and file this Agreement, any subsequent modifications thereto, and any supporting information with the FMC or any other governmental entities with jurisdiction over this Agreement and to respond to any requests for information from the FMC, and such persons are also authorized to delegate such authority:

1. A designated senior executive of each Party; or

2. Legal counsel for the Agreement. Legal counsel may also function as secretary or assistant secretary of the Agreement, CCE or any Affiliate and may be authorized to execute documents in such capacity.

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This Agreement and any subsequent modification hereto may be executed in writing by separate counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

Article 8: Term, Termination, Membership and Withdrawal

8.1 Term. This Agreement shall become effective in accordance with the Shipping Act of 1984, as amended, and shall continue indefinitely thereafter unless terminated by agreement of the Parties.

8.2 Membership. Any Ocean Carrier Party and any Marine Terminal Operator Party participating in any manner in the Chassis Pool shall be eligible for membership in this Agreement. All members of OCEMA, FMC Agreement No. 202-011284, as it may be amended from time to time, shall also automatically be Parties individually to this Agreement. Membership in this Agreement shall not be construed in and of itself to establish or imply a contractual relationship between any Party and a Chassis Pool with respect to Pool Chassis, including the use, contribution, maintenance, repair, or the operation or management of the Chassis Pool, unless such a relationship has been established by a written agreement between the Party, on the one hand, and the Chassis Pool on the other.

8.3 Associate Membership. An Ocean Carrier Party to this Agreement that is not a member of OCEMA, and any Marine Terminal Operator Party, shall be considered an Associate Member. Associate Members may participate as Users and Contributors in Chassis Pools

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established hereunder and such other activities as are provided for herein, but shall have no right to vote on Agreement matters, including without limitation amendments to this Agreement.

8.4 Non-Regulated Entities. Non-Regulated Entities may participate as Users and Contributors in a Chassis Pool if permitted to do so in the discretion of the Governing Board. Provided, however, that a Non-Regulated Entity's participation in this Agreement does not bring it under the Commission's jurisdiction nor does it confer antitrust immunity under Section 7 of the Act for any activities it conducts under the Agreement; provided further, that the inclusion of such Non-Regulated Entities as Users or Contributors in a Chassis Pool shall not affect the regulatory jurisdiction of the Commission or the antitrust immunity pursuant to Section 7 of the Act for activities described in this Agreement and applicable hereunder for the Ocean Carrier Parties and the Marine Terminal Operator parties to this Agreement; and provided further that nothing in this Agreement shall confer a right on a Non-Regulated Entity to participate as a User and Contributor in any Chassis Pool absent a determination by the Governing Board in its exclusive discretion.

8.5 Withdrawal of Parties. Any Party may withdraw from this Agreement upon 30 days written notice to the other Parties hereto; provided that this right to withdraw is without prejudice or limitation of any liabilities or obligations accrued hereunder or under any contractual undertaking entered into by such Party prior to the effective date of its withdrawal. Withdrawal from a Chassis Pool established hereunder shall be governed by the policies and procedures established for that Pool and shall not in and of itself constitute withdrawal from this Agreement.

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Article 9: Applicable Law

This Agreement is authorized by and is subject to the Shipping Act of 1984, as amended, and regulations issued pursuant thereto. Subject to the requirements of the Act, to the extent state law disputes arise hereunder, this Agreement and all provisions hereof shall be subject to the laws of the State of New Jersey, excluding any choice of law or conflict of laws principles that would direct the substantive law of another jurisdiction to apply. Litigation arising out of or connected with such disputes may be instituted and maintained only in the state or federal courts of New Jersey, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 10: Non-Assignment

A Party may not assign any of its rights or obligations under this Agreement without the prior written consent of the ocean common carrier parties that are members of OCEMA pursuant to a vote under the procedures in Article 7.

Article 11: Miscellaneous

In construing this Agreement, references to the singular shall include the plural and references to the plural shall include the singular, unless otherwise dictated by the context. The provisions of this Agreement are not intended, and shall not be construed, to abridge or otherwise limit any rights, privileges, or authority the Parties may have under any other agreements filed and in effect with the Federal Maritime Commission or under any provisions of

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the Shipping Act of 1984, as amended, or regulations promulgated thereunder. This Agreement shall be interpreted and read as such that its authorities for action by the Parties are not limited to any Article or sub-Article.

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APPENDIX A

PARTIES TO THE AGREEMENT

OCEAN CARRIER EQUIPMENT MANAGEMENT ASSOCIATION, INC. ("OCEMA")

CONSOLIDATED CHASSIS ENTERPRISES LLC (CCE)

CCM POOLS LLC (CCMP)

CONSOLIDATED CHASSIS MANAGEMENT LLC ("CCM")

SUBSIDIARIES OF CCMP:

CHICAGO OHIO VALLEY CONSOLIDATED CHASSIS POOL LLC (COCP)

DENVER CONSOLIDATED CHASSIS POOL LLC (DCCP)

GULF CONSOLIDATED CHASSIS POOL LLC (GCCP)

MID-SOUTH CONSOLIDATED CHASSIS POOL LLC (MCCP)

MIDWEST CONSOLIDATED CHASSIS POOL LLC (MWCP)

SOUTH ATLANTIC CONSOLIDATED CHASSIS POOL LLC (SACP)

OCEAN COMMON CARRIER PARTIES IN THEIR INDIVIDUAL CAPACITY AND AS MEMBERS OF OCEMA:

1. A.P. Moller-Maersk A/S trading under the name of Maersk Line
50, Esplanaden
DK-1098 Copenhagen, Denmark

*2.a. APL Co. Pte Ltd.
456 Alexandra Road
#06-00 NOL Building
Singapore 119962

*Parties shall be treated as one party for all purposes under this Agreement.

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b. American President Lines, Ltd.
16220 N. Scottsdale Road
Suite 300
Scottsdale, AZ 85254-1781

3. CMA CGM S.A. ("CMA CGM")
4, Quai D'Arenc
P.O. Box 2409
13215 Marseiles Cedex 02
France

*4. a. Compania Sud Americana de Vapores, S.A.
Plaza Sotomayor 50
2360171 Valparaiso, Chile

b. Companhia Libra de Navegacao
Plaza Sotomayor 50
P.O. Box 49-V
Valparaiso, Chile

c. Compania Libra de Navegacion Uruguay S.A.
Plaza Sotomayor 50
P.O. Box 49-V
Valparaiso, Chile

d. Norasia Containers Lines Limited
Plaza Sotomayor 50
P.O. Box 49-V
Valparaiso, Chile

5. Cosco Container Lines Company Limited
1551-1555, Chang Yang Road
Shanghai, 200090
People's Republic of China

6. Evergreen Line Joint Service Agreement FMC No. 011982
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

*Parties shall be treated as one party for all purposes under this Agreement.

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*7. a. Hamburg-Sudamerikanische
Dampfschifffahrtsgesellschaft KG
Willy Brandt Strasse 59
20457 Hamburg, Germany

b. Aliança Navegação e Logística Ltda.
Rua Verbo Divino, 1547 Chácara Santo Antônio - 04719-002
São Paulo - SP - Brasil

8. Hanjin Shipping Co., Ltd.
25-11, Yoido-dong, Youngdeungpo-Ku
Seoul, Korea

*9. a. Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany

b. Hapag-Loyd USA
401 East Jackson Street
Suite 3300
Tampa, Florida 33602

10. Hyundai Merchant Marine Co., Ltd.
1-7 Yeonji-Dong, Jongno-Gu
Seoul, Korea

11. Mitsui O.S.K. Lines, Ltd.
Minato-ku
Tokyo 105-91, Japan

12. Nippon Yusen Kaisha Line
3-2, Marunouchi 2-Chome,
Chiyoda-ku
Tokyo 100, Japan

13. OOCL (USA) Inc.
2633 Camino Ramon, Suite 400
San Ramon, California 94583

*Parties shall be treated as one party for all purposes under this Agreement.

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14. Yang Ming Marine Transport Corp.
53 Hwai Ning Street, 5th Floor
Taipei, Taiwan 100
Republic of China

15. Kawasaki Kisen Kaisha, Ltd.
Hibiya Central Building
2-9, Nishi-Shinbashi 1-Chome
Minato-ku, Tokyo 105-91
Japan

16. Atlantic Container Line
194 Wood Avenue South, Suite 500
Iselin, New Jersey 08830-4120

17. China Shipping Container Lines Co., Ltd.
27/F, Suntime International Mansion
450 Fushan Road, Pu Dong New Area
Shanghai 200122
People's Republic of China

18. Mediterranean Shipping Co., S.A.
40, Av. Eugene Pittard
1206 Geneva
Switzerland

19. Zim Integrated Shipping Services Ltd
9 Andrei Sakharov St.
"Matam" - Scientific Industries Center
P.O.B. 1723
Haifa 31016
Israel

FMC Agreement No.: 011962-009 Effective Date: Pending
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NON-OCEMA OCEAN COMMON CARRIER PARTIES:

1. Matson Navigation Company
555 12th Street
Oakland, CA 94607

2. Westwood Shipping Lines
840 South 333rd Street
Federal Way, WA 98003

MARINE TERMINAL OPERATOR PARTIES:

N/A

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APPENDIX B

POOLS UNDER DEVELOPMENT, ESTABLISHED, AND/OR OPERATED
UNDER THIS AGREEMENT AND AREAS OF POTENTIAL COVERAGE*

Denver Consolidated Chassis Pool LLC (covering Denver, CO and surrounding areas and other Rocky Mountain locations, including Salt Lake City, UT)

Mid-South Consolidated Chassis Pool LLC (covering Memphis, TN, Nashville, TN, and surrounding areas)

South Atlantic Consolidated Chassis Pool LLC (covering one or more ports in the States of North Carolina, South Carolina, Georgia, and Florida range, and inland areas in the Southeastern United States)

Midwest Consolidated Chassis Pool LLC (covering Kansas City, MO, St. Louis, MO. and surrounding areas)

Gulf Consolidated Chassis Pool LLC (covering one or more ports in the States of Louisiana, Texas, Mississippi, and Alabama, and inland areas in Texas and the Gulf of Mexico region of the United States.

Chicago Ohio Valley Consolidate Chassis Pool LLC (covering Chicago, IL, Cincinnati, OH, Cleveland, OH, Columbus, OH, Marysville, OH, Milwaukee, WI, Detroit, MI, Indianapolis, IN, Louisville, KY and surrounding areas)

-- All Pools shown may cover all or part of the geographic scope shown. Inclusion of a Pool herein does not constitute a requirement to establish a Pool at a particular location or to do so on a particular date.

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Signature Page

IN WITNESS WHEREOF, the Parties to Agreement No. 011962 hereby agree this 24th day of January, 2013, to amend the Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

A.P. Moller-Maersk A/S trading under the name of Maersk Line

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

APL Co. Pte Ltd.
American President Lines, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Compania Sud Americana de Vapores, S.A.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Companhia Libra de Navegacao

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Compania Libra de Navegacion Uruguay S.A.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Norasia Containers Lines Limited

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

CMA CGM S.A. ("CMA CGM")

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Cosco Container Lines Company Limited

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

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Evergreen Line Joint Service Agreement
FMC No. 011982

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hamburg-Sudamerikanische

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hanjin Shipping Co., Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Aliança Navegação e Logística Ltda.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hyundai Merchant Marine Co., Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hapag-Lloyd AG

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Nippon Yusen Kaisha Line

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Mitsui O.S.K. Lines, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

OOCL (USA) Inc.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

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Kawasaki Kisen Kaisha, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Yang Ming Marine Transport Corp.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

China Shipping Container Lines Co., Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Atlantic Container Line

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hapag Lloyd USA

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Mediterranean Shipping Co., S.A.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Westwood Shipping Lines

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Matson Navigation Company, Inc.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Zim Integrated Shipping Services, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Ocean Carrier Equipment Management Association, Inc.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

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Consolidated Chassis Management LLC

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Consolidated Chassis Enterprises LLC

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

CCM Pools LLC

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

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