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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Consolidated Chassis Management Pool Agreement
FMC Agreement No. 011962-010011
~~First~~ Second Revised Page 2
2nd Edition

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-chassis Pools~~pools. The ~~Chassis-chassis Pools~~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.”

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~~ C 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.

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. “Third Party Pool Chassis” means an intermodal chassis designed for use for over-the-road transportation of international shipping containers in the United States, which chassis is made available for use through a Third Party Chassis Pool.

O. “Third Party Chassis Pool” means a pool of Third Party Pool Chassis considered, under development, established, owned, or operated by an entity other than CCE or an Affiliate.

NP. “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

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, development, licensing, or maintenance of computers, information systems, software, 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.

5.6 Agreements with Third Party Chassis Pools. 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, submit bids to, negotiate with, and enter into contracts or agreements with the owners, operators or other representatives of Third Party Chassis Pools in connection with the operation or establishment of a Third Party Chassis Pool for the provision, development, licensing, or maintenance of computers, information systems, software, or networks; including all financial, operational, liability and other terms and conditions of such contracts.

5.7 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.

5.7-8 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. 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 CCM or the Manager of any specific Pool LLC. The Governing Board will be selected by CCE in its discretion. Only OCEMA Members that are Contributors and Users shall be eligible to serve on the Governing Board. Associate Members and Non-Regulated Entities shall not have the right to participate in 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.

6.2 Management of Chassis Pools. 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 Management of Third Party Chassis Pools. An Affiliate is authorized to manage and operate Third Party Chassis Pools (in such capacity, a "Third Party Pool Manager") and to meet, discuss, exchange information and data, and reach agreement with the owner, operator, or other representative of a Third Party Chassis Pool as to terms for the provision of pool management services or the establishment of a Third Party Chassis Pool. A Third Party Pool Manager hereunder shall have the same authority with respect to establishment, management, operation, or use of Third Party Chassis Pools and Third Party Pool Chassis as is provided to any of the Parties, the Governing Board, the Pool Manager, or any committee designated by the Governing Board or its Chairman, with respect to Chassis Pools or Chassis under Articles 5 or 6 of this Agreement.

6.34 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.

6.45 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,

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.

6.56 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.

6.67 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.

6.78 Intentionally left blank.

6.89 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