

**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~~ United Intermodal Enterprises LLC (“UIECCE”), UIECCM Pools LLC (“UIEPCMP”), Consolidated Chassis Management LLC (“CCM”), and the other Affiliates listed in Appendix A (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”) as listed in Appendix A, 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 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 ~~CCEUIE~~ including indirect subsidiaries under common ownership and control of ~~CCEUIE~~. For clarification, all of the limited liability companies owning Chassis Pools listed in Appendix B hereto are indirect subsidiaries of ~~UIECE~~.

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.

D. “Chassis Pool” or “Pool” means a pool of Chassis considered, under development, established, owned, or operated by ~~CCCEUIE~~ 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 ~~CCMPUIEP~~.

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.

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 ~~CCEUIE~~ or an Affiliate.

P. “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

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.

5.8 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 ~~CEU~~ 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 an Affiliate or the Pool Manager of any specific Pool LLC. The Governing Board will be selected by ~~CCEUIE~~ in its discretion. Only OCEMA Members 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 ~~CCEUIE~~, an Affiliate, or other Entity formed to own or operate the Chassis Pool.

6.9 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 ~~CCEUIE~~ shall be the Chairman of this Agreement, and the Board of Directors of ~~CCEUIE~~ 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



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 CCMPUIEP 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 CCMPUIEP.

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, ECEUIE or any Affiliate and may be authorized to execute documents in such capacity.

**APPENDIX A**

**PARTIES TO THE AGREEMENT**

OCEAN CARRIER EQUIPMENT MANAGEMENT ASSOCIATION, INC. (“OCEMA”)

~~CONSOLIDATED CHASSIS ENTERPRISES LLC (CCE)~~UNITED INTERMODAL ENTERPRISES LLC (“UIE”)

~~CCM POOLS LLC (CCMP)~~UIE POOLS LLC (“UIEP”)

CONSOLIDATED CHASSIS MANAGEMENT LLC (“CCM”)

SUBSIDIARIES OF ~~CCMP~~UIEP:

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. Maersk A/S  
50, Esplanaden  
DK-1098 Copenhagen, Denmark
- b. Hamburg-Sudamerikanische  
Dampfschiffahrtsgesellschaft KG  
Willy Brandt Strasse 59  
20457 Hamburg, Germany

---

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