LIMITED LIABILITY COMPANY OPERATING AGREEMENT

of

SEA GIRT CHASSIS COOPERATIVE, L.L.C.

Dated: October 29, 1998

FMC AGREEMENT No. 203-011638

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BUILDING 3200
PORT NEWARK/ELIZABETH MARINE COMPLEX
ELIZABETH, NJ 07201

FMC Agreement No.: 011638 Effective Date: Saturday, December 19, 1998
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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of the agreement is the Sea Girt Chassis Cooperative, L.L.C. Limited Liability Company Operating agreement.

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to authorize the parties hereto to establish, operate, utilize and administer a chassis pool.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are as set forth in Schedule "A" hereto and are hereinafter referred to individually as "Party" and collectively as the "Parties."

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement shall pertain to chassis supplied to the pool and used in connection with the transportation of cargo in trades between the Sea Girt Marine Terminal and all U.S. ports and points served via the Sea Girt Marine Terminal on the one hand, and ports and points in all other countries worldwide on the other hand (the "Trade").

ARTICLE 5.0: OVERVIEW OF AUTHORITY

5.0.1 Binding Nature of Agreement. This limited liability company operating agreement has been executed as of the 29th day of October, 1998 and is by and between those members listed on Schedule "A" as well as those added pursuant to Section 5.1.7 (identified herein individually as a "Contributor" and collectively as "Contributors") and **Equipment Management Services, L.L.C.** (the "Manager).

5.0.2 Intention of the Parties. (a) The Contributors desire to enter into a co-operative agreement to establish a container chassis pool designed to facilitate the effective management and utilization of the container chassis owned or controlled by the Contributors which primarily service the Sea Girt Marine Terminal, Baltimore, Maryland. For purposes of this Agreement, the entity formed hereby shall be referred to herein as the "Co-Op", the chassis pool formed pursuant hereto shall be referred to as the "Chassis Pool", the container chassis the use of which is contributed to the Chassis Pool shall be referred to herein as "Pool Chassis", the Sea Girt Marine Terminal shall be referred to as the "Terminal" and a user of a Pool Chassis who is not a Contributor shall be referred to as a "Non-Contributor".

(b) The Contributors desire the Co-Op to constitute a Limited Liability Company which is taxed as a partnership for purposes of Federal (U.S.) taxation.

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(c) Pool Chassis are to be utilized by the Contributors and others at agreed daily usage rates.

(d) The Contributors desire that a supervisory board comprised of a representative from each of the Contributors be formed to oversee the operations of the Chassis Pool (the "Supervisory Board").

(e) Net revenues from the Chassis Pool are to be shared amongst the Contributors in proportion to the number of Pool Chassis contributed by each Contributor to the Chassis Pool.

(f) It is intended that the Contributors will contribute all 20 ft., slider, and 40 ft. goose neck chassis utilized by that person or entity in servicing the Terminal to the Chassis Pool. No 40 ft. straight chassis, 45 ft., 48 ft., any gen-set, tri-axle, heavy-duty or other specialty chassis shall be contributed to the Chassis Pool without the consent of the Supervisory Board.

ARTICLE 5.1: FORMATION AND OPERATION OF CO-OP

5.1.1 Formation of Co-Op. The Contributors hereby organize the Co-Op as a limited liability company pursuant to the Maryland Limited Liability Company Act for the purposes hereinafter expressed. The Contributors shall constitute the "members" of this limited liability company as such term is defined in the Maryland Limited Liability Company Act and the Manager shall constitute the "manager" of this limited liability company as such term is defined in the Maryland Limited Liability Company Act. The name of the Co-Op shall be the Sea Girt Chassis Cooperative, L.L.C.

5.1.2 Management. (a) By The Manager. Except to the extent provided to the contrary hereinafter, the management of the business and affairs of the Co-Op shall be vested in the Manager, subject to the direction of and control by the Supervisory Board.

5.1.3 Supervisory Board. (a) Constitution of the Board. A Supervisory Board shall be established consisting of the following members:

(i) each Contributor shall have the right to appoint one (1) voting representative to the Supervisory Board; and

(ii) Manager shall have the right to appoint one (1) nonvoting representative to the Supervisory Board.

(b) Chairperson. The voting members of the Supervisory Board shall select a representative of a Contributor to act as its chairperson who shall serve for a one (1) year period and who will be eligible for re-election (the "Chairperson").

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(c) Duties & Responsibilities. The Supervisory Board shall have the following duties and responsibilities:

(i) supervise Chassis Pool utilization levels and the number of chassis required to be contributed or removed from time to time by each Contributor to the Chassis Pool;

(ii) establish the daily usage rates and other charges to be billed by the Co-Op to Contributors and Non-contributors;

(iii) supervise all billings for Pool Chassis usage and all maintenance and repair charges incurred by the Co-Op;

(iv) provide the Manager with such direction regarding the management of the affairs of the Co-Op as the Supervisory Board may determine to be appropriate; and

(v) exercise all other authority and duties set forth elsewhere in this Agreement.

(d) Quorum & Voting. (i) A meeting of the Supervisory Board duly called shall not be organized for the transaction of business unless a majority of the voting members are present.

(ii) No action shall be considered the action of the Supervisory Board unless authorized by a majority of the voting members of the Supervisory Board.

(e) Meetings. The Supervisory Board shall meet no less frequently than quarter with all meetings taking place at such locations as the Chairperson shall determine. Meetings shall be called by the Chairperson with no less than ten (10) days written advance notice being provided to all members except in situations where the Chairperson shall determine that circumstances mandate immediate action in which event a meeting may be called by the Chairperson with one (1) days notice which shall be sent by telephonic facsimile. Meetings may also be called by the Manager.

One or more persons may participate in a meeting of the Supervisory Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section shall constitute presence in person at the meeting.

(f) Action Without Meeting. Any action, which could be taken at a meeting can be taken without a meeting if there is written consent of a majority of the voting members of the Supervisory Board.

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5.1.4 Allocation of Net Revenues. (a) Except as provided in Subsection (b), the net of:

(i) revenues generated from usage of Pool Chassis, less

(ii) commissions, management and administrative fees and costs, maintenance and repair costs and other charges allocable to the Chassis Pool or the Co-Op.

shall be distributed quarterly to the Contributors proportionately based upon the ratio of the sum of the average number of Pooled Chassis that each Contributor shall have in the Chassis Pool each calendar month during the calendar quarter over the sum of the average number of all Pooled Chassis in the Chassis Pool each calendar month during the calendar quarter.

5.1.5 Term. The term of the Co-Op shall be for a one (1) year period beginning on the date the Articles of Organization are filed with the Secretary of State of Maryland (the "Commencement Date"). The term shall be automatically renewed for an unlimited number of succeeding one (1) year periods until terminated by the Supervisory Board.

5.1.6 Withdrawal. This Agreement shall not be cancelable unilaterally by any Contributor. Any Contributor, however, shall have the right to withdraw from the Co-Op and remove all of its Pooled Chassis from the Chassis Pool by giving ninety (90) days notice of the withdrawal to the Manager and the chairperson of the Supervisory Board. Any such notice may be unilaterally withdrawn at any time before the effective date stated in the notice . A withdrawing Contributor who satisfies the foregoing conditions shall not be libel to the Co-Op or the remaining Contributors by virtue of such withdrawal, regardless of the affect such withdrawal might have on the Co-Op or remaining Contributors.

A withdrawing Contributor will endeavor to return all Pool Chassis not contributed by the withdrawing Contributor prior to the effective date of withdrawal and agrees to be liable for the use and return after withdrawal (including payment of daily use and other charges) of any such Pool Chassis not so returned prior to the effective date of the withdrawal in the same manner as a Non-contributor if there are Non-contributor users and if not, such use shall be subject to an additional charge per day equal to the Contributor over utilization rate provided for in Subsection 5.2.4(d).

5.1.7 Required Contribution & Additional Contributors. (a) All Chassis. Unless specifically agreed by the Supervisory Board, any person or entity identified as a Contributor herein as well as any person or entity desiring to become a Contributor after the execution hereof must contribute all chassis of the type and size specified by the Supervisory Board utilized by that person or entity in servicing the Terminal to the Chassis Pool. All chassis shall be contributed as provided in Section 5.2.1.

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All Contributors must have no less than fifty (50) Pool Chassis in the Chassis Pool at all times. If any Contributor shall average less than fifty (50) Pool Chassis in the Chassis Pool in any calendar month, unless the Contributor promptly contributes a sufficient number of chassis to the Chassis Pool or continued membership in the Co-Op is specifically authorized by the Supervisory Board, the membership of the Contributor in the Co-Op shall cease as of the end of the following calendar month.

For purposes hereof, the contribution of a chassis shall not entail the transfer of legal title in and to the chassis to the Co-Op but only the transfer of possession and the right to use the chassis. Nothing contained in this Agreement shall or is intended to affect the title to or ownership of any Pooled Chassis. The risk of loss and liability for the Pooled Chassis will remain with the Contributor contributing the chassis except to the extent expressly provided for elsewhere herein. Nothing contained in this agreement shall limit the ability of a Contributor to sell, transfer or encumber any Pool Chassis it has contributed to the Co-Op with the exception that no Pool Chassis may be removed from the Co-Op except as provided in this Agreement.

(b) Additional Contributors. Prospective Contributors may be added to the Co-Op, provided the following conditions are satisfied:

(i) such prospective Contributor contributes all of its chassis of the type and size specified by the Supervisory Board used in such Contributor's operation at the Terminal on the date such Contributor becomes a member of the Co-Op to the Chassis Pool;

(ii) the Supervisory Board shall have reasonably determined that all such chassis meet FHWA, age and any other appropriate standards set by the Supervisory Board and are otherwise in satisfactory condition (this does not eliminate the chassis by chassis inspection specified in Section 5.2.1);

(iii) the insurance requirements specified in Section 5.2.4 are satisfied; and

(iv) such Contributor executes a joinder agreement indicating that it shall comply with and be bound by the terms of this Agreement, which such joinder agreement shall include an updated Schedule "A" and Schedule "5.2.1" a copy of each of which shall be provided to all Contributors.

All added Contributors shall be entitled to the same rights and be subject to the same responsibilities as the other Contributors.

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ARTICLE 5.2: FORMATION AND OPERATION OF CHASSIS POOL

5.2.1 Acceptance of chassis as Pool Chassis. (a) Initial Contributors. On the Commencement Date, each of the Contributors shall supply to the Chassis Pool all chassis of the type and size specified by the Supervisory Board used in the Contributor's respective operations at the Terminal. The contributed chassis must meet FHWA, age and any other appropriate standards set by the Supervisory Board as determined by the inspection of the chassis pursuant to a procedure determined by the Supervisory Board and the Manager. The Manager shall endeavor to have all such inspections conducted within ten (10) days of the latter of the first (1st) day the chassis is present in the Terminal or the Commencement Date if the chassis is already on the Terminal. Any chassis not meeting FHWA and any other mandated standards shall either be immediately removed from the Terminal by the Contributor or, at the owner's option and expense, be brought up to such FHWA and such other standards by the Manager in a manner consistent with Subsection 5.2.4(g).

(b) Additional Contributors. Upon becoming a Contributor as provided in Subsection 5.1.7(b) the new Contributors shall supply to the Chassis Pool all chassis of the type and size specified by the Supervisory Board used in the Contributor's respective operations at the Terminal. The contributed chassis must meet FHWA, age and any other appropriate standards set by the Supervisory Board as determined by the inspection of the chassis pursuant to a procedure determined by the Supervisory Board and the Manager. The Manager shall endeavor to have all such inspections conducted within ten (10) days of the latter of the first (1st) day the chassis is present in the Terminal or the date the new Contributor joins the Co-Op if the chassis is already on the Terminal. Any chassis not meeting FHWA and any other mandated standards shall either be immediately removed from the Terminal by the Contributor or, at the owner's option and expense, be brought up to FHWA and such other standards by the Manager in a manner consistent with Subsection 5.2.4(g).

(c) Additional Chassis. (i) Except as provided in Subsection (ii), any chassis in the Contributor's system and which belongs to (or is under long term rental by) the Contributor will become part of the Chassis Pool when the chassis enters the Terminal, subject to acceptance in a manner consistent with Subsection (b) as if the Contributor was a new Contributor.

(ii) Chassis in the Contributor's system which are not Pool Chassis which enter and exit the Terminal on the same day with the same trucker shall not become part of the Chassis Pool unless the Contributor informs the Manager that such chassis is intended to become a Pool Chassis.

(d) Identification. All chassis accepted into the Chassis Pool shall be clearly marked as a Pool Chassis by having such mark or letters as the Supervisory Board may specify painted in a clear manner on the front bolster and main rails of the Pool

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Chassis.

(e) Records. A Schedule "5.2.1" shall be prepared which shall identify and classify each Contributor's Pool Chassis as 20 ft. or 40 ft. chassis and shall also indicate if same is an extendible chassis.

(f) Transfer Credit. Each Contributor may direct the Manager to have any number of the Pool Chassis of such Contributor deemed to be contributed to the Chassis Pool by another Contributor for such period of time as such Contributor may specify. Such direction may not be made more than ten (10) days in arrears and must be in writing.

(g) Cost of Inspection and Painting. Each Contributor shall pay for the cost of the inspection of and painting of its Pool Chassis.

5.2.2 Utilization. Each Contributor's utilization of Pool Chassis shall be determined by the Manager on a calendar monthly basis and shall be calculated for each chassis size (20 ft., 40 ft., *etc.*).

Utilization shall be determined on a monthly basis for each size of Pool Chassis by dividing the number of days of use of that size Pool Chassis by the number of Pool Chassis of that size contributed to the Chassis Pool multiplied by the number of days said Pool Chassis were in the Chassis Pool for said month.

5.2.3 Adjustments to the Pool. (a) The target Chassis Pool utilization level for each size of chassis (with each size being considered separately) will be seventy percent (70%). The actual utilization level will be supervised and adjusted by the Supervisory Board quarterly or at such other more frequent intervals as the Supervisory Board may determine.

(b) In the event the Chassis Pool inventory is too high the Supervisory Board will determine the number of chassis of each size to be removed from the Chassis Pool to bring the Chassis Pool to an appropriate level. The number of chassis each Contributor will be required to remove shall be determined as follows:

(i) Each Contributor whose usage of chassis of a particular size in the three (3) consecutive month period immediately preceding the determination was lower than seventy percent (70%) of the total amount of its contributed chassis of that size shall remove sufficient chassis of that size to bring its percentage of usage up to seventy percent (70%).

(ii) After the adjustment is made pursuant to Subsection (i) above there may be need to remove additional chassis of a particular size from the Chassis Pool in order to achieve the appropriate level. In such event, each Contributor shall remove chassis of the specified size from the Pool in the proportion of the number of its chassis of that size in the Chassis Pool to the total number of chassis of that size in the Chassis

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Pool.

(c) All chassis removed from the Chassis Pool must be removed from the Terminal. The chassis to be removed from the Terminal shall be identified and removed by the respective Contributors within thirty (30) days of the notice given them by the Supervisory Board. Chassis returned to a Contributor shall be in FHWA Standard and it shall be the Co-Op's responsibility to see that returned chassis meet that standard.

Notwithstanding the foregoing, in lieu of removing chassis, a Contributor with extendible chassis in the Chassis Pool may have the Co-Op adjust the length of the chassis to a size which would not require removal.

(d) In the event the Chassis Pool inventory of chassis of a specific size is too low the Supervisory Board will determine the additional number of chassis of that size necessary to bring the Chassis Pool to an appropriate level. The number of chassis of that size each Contributor will be required to add will be determined as follows:

(i) Each Contributor whose usage of chassis of that size in the three (3) consecutive month period immediately prior to the determination exceeded one hundred percent (100%) of the total number of its contributed chassis of that size shall add a sufficient number of chassis of that size to bring its percentage of usage down to eighty percent (80%).

(ii) After the adjustment is made pursuant to Subsection (i) above there may be need to add additional chassis of a specific size to the Chassis Pool in order to achieve the appropriate level. In such event, each Contributor will add chassis of the requisite size to the Chassis Pool in the proportion of its chassis of that size in the Chassis Pool to the total chassis of that size in the Chassis Pool.

(e) The respective Contributors shall identify and commit the additional chassis to the Chassis Pool within thirty (30) days of the notice given by the Supervisory Board of the number of chassis to be added by the respective Contributor to the Chassis Pool.

Notwithstanding the foregoing, in lieu of adding chassis, a Contributor with extendible chassis in the Chassis Pool may have the Co-Op adjust the length of the chassis to a size which would have to be contributed.

(f) A Contributor may remove any particular Pool Chassis or particular group of Pool Chassis from the Chassis Pool by sending the Manager a telephonic facsimile notice of its desire to remove such Pool Chassis and by actually removing same from the Terminal. The effective date of a removal shall be the later of the date of the Manager's receipt of the facsimile or the actual removal of same from the Terminal.

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(g) If a Contributor fails to comply with the provisions of this Section 5.2.3 in a timely manner its participation in the Co-Op may be restricted or terminated by the Supervisory Board.

5.2.4 Agreements Pertaining to the Use of Pooled Chassis. (a)(i) Contributors. Contributors may use Pool Chassis in conjunction with their intermodal operations at the Terminal and shall pay the Co-Op the per diem and other rates specified by the Supervisory Board. A Contributor shall be deemed a Contributor only to the extent it uses chassis of the same size it contributes to the Chassis Pool and shall be considered a non-Contributor to the extent it uses chassis of any other size.

(ii) Non-contributors. The Co-Op shall enter into usage agreements with Non-contributor users of the Terminal in conjunction with such Non-contributor's intermodal operations at the Terminal and shall charge such Non-contributor the per diem and other rates specified by the Supervisory Board.

(iii) Use. For purpose of this Agreement, usage of a Pool Chassis shall commence when a user's container is lifted onto the Pool Chassis at the Terminal or the Pool Chassis is removed bare from the Terminal and shall terminate when the user's container is lifted off the Pool Chassis or the Pool Chassis is returned bare to the Terminal. The daily usage rate shall be imposed for every day, or part thereof, a Pool Chassis is or may be utilized by or for the benefit of a user. Termination of the use of a Pool Chassis shall also occur when a Contributor provides the Manager with notice (in accordance with Section 5.5.1) that a Pool Chassis is no longer to be included in the Chassis Pool with the per diem terminating as of the day of the Manager's receipt of such notice. Notwithstanding the foregoing, on Terminal use of a Pool Chassis (except for use incidental to the entry and exit of a Pool Chassis on the day of entry or exit, as the case may be) shall not be considered usage for purposes of this agreement unless the Manager is notified by the terminal operator or the Contributor that such on terminal use was authorized by the Contributor.

(b) Basic Daily Usage Rates. Subject to the authority of the Supervisory Board to adjust rates, the initial base per diem rates to be charged for the use of a Pool Chassis shall be as follows:

User Category	On Terminal Usage	Off Terminal Usage
Contributor	$1.00 (M&R Accrual)	$1.00 (M&R Accrual)
Large Volume Non-contributor	$ *	$ *
Small Volume Non-contributor	$ *	$ *

* Currently not applicable. To be set by Supervisory Board if necessary.

For purposes of charges for the use of Pool Chassis by Non-contributors, the

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status as a "Large Volume Non-contributor" or a "Small Volume Non-contributor" shall be determined each calendar month based upon the number of usage days of Pool Chassis in such calendar month. The requisite number of usage days to qualify as a Large Volume Non-Contributor shall de determined, from time to time, by the Supervisory Board.

The Supervisory Board may also enter into arrangements with Non-contributors which provide reduced usage rates due to volume or such other criteria as the Supervisory Board may deem appropriate.

(c) Adjustment of Contributor Per Diem Rate. The per diem usage rate charged to Contributors is intended to cover anticipated average daily maintenance and repair charges for Pool Chassis. Therefore, except to the extent specified by the Supervisory Board, the per diem usage rate for Contributor usage will be adjusted monthly at the beginning of each calendar month to reflect the actual average daily Chassis Pool maintenance and repair expenses for the preceding month. After the first three (3) months of Chassis Pool operations, the per diem usage rate for Contributors will be adjusted quarterly at the beginning of each calendar quarter to reflect the actual average daily Chassis Pool maintenance and repair expenses for the preceding quarter. The per diem usage rate for Contributors shall also be adjusted, if necessary, to assure adequate revenues for the payment of Manager's fees.

(d) Contributor Penalty Rate. (i) Except as provided in Subsection (ii) and subject to the authority of the Supervisory Board to adjust rates, in the event that during any billing month a Contributor's average usage of any specific size of Pool Chassis exceeds one hundred ten percent (110%) of the total amount of its average number of contributed chassis of that size, the Contributor will be required to pay an additional usage fee (in excess of all other sums due hereunder) of $8.00 per utilization day for the average number of utilization days for chassis of that size in excess of one hundred ten percent (110%) of the average number of its contributed chassis days of that size during that month multiplied by the number of days in that month. Any revenues generated from the payment by any Contributor of penalties for over utilization shall be utilized by the Co-Op in the same manner as other per diem charges imposed by the Co-Op for use of Pooled Chassis.

(ii) During the first two (2) months a Contributor is a member of the Co-Op, the contributor penalty rate shall only be applicable to the extent average utilization days for any size chassis during such two (2) months exceeds one hundred ten percent (110%) of the average number of its contributed chassis days of that size during said two (2) months.

(e) Order of Priority for Use. Where at any given time the number of Pool Chassis available is not sufficient to meet all requests for use, the available chassis shall be used in accordance with the following priority schedule to the extent such priorities are consistent with the most efficient operation of the Terminal:

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User Category	Priority
Low Utilization Contributor	1st
High Utilization Contributor	2nd
Large Volume Non-contributor	3rd
Small Volume Non-contributor	4th

(f) Maintenance and Repair. (i) The Co-Op shall generally be responsible for performing all on Terminal maintenance and repair of Pool Chassis, including FHWA inspections and tire switches.

(ii) All on Terminal maintenance and repair for Pool Chassis will be performed for the Co-Op by such vendor or vendors as may be selected by the Co-Op. The Co-Op shall enter into such agreements with such vendors and other service providers as the Manager and Supervisory Board shall deem appropriate.

(iii) The Co-Op will not be responsible for any maintenance or repair expense for a Pool Chassis when it is off Terminal. Notwithstanding the foregoing, the Co-Op shall reimburse a user-Contributor for off Terminal maintenance and repair if the user-Contributor can reasonably demonstrate and document that such maintenance and repair was the sole result of the negligence of the owner, Co-Op or the M&R vendor providing maintenance for the Co-Op.

(iv) While maintenance and repair is to be performed by the co-op, the cost of all normal wear items will be the responsibility of owner of the Pool Chassis and are not covered by the M&R Accrual. Major normal wear items include:

- modification of size of extendible chassis
- major brake repairs and components including tanks, chambers, slack adjusters, frozen cams, shoes (brake jobs), leaking seals,
- any rust-related damage or any damage caused by metal fatigue, improper welds, cracked welds or improper repairs
- warranty claims
- premature paint or coating failure
- modification repairs
- repairs to electrical system wiring due to excessive chafing, bare or frayed insulation
- mud flaps & repair of significant damage to brackets
- suspension repairs
- rails/ICC step
- dolly shoes, wheels and axles
- bolsters

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- tires
- tire mount/dismount (on rim)

(v) Repairs and maintenance to be performed and paid for by the Co-Op shall include the following:

- minor repairs and adjustments to mud flap brackets
- safety hold downs including twistlocks, index pins & hold downs
- lights including replacement of 7 way plug, bulbs and lenses as well as routine wiring repairs
- brake adjustments including glad hands, hoses, valves and hub caps
- tire air pressure maintenance & mount/dismount (on chassis)
- repair/replace leg braces and sandshoes
- FHWA preventive maintenance & inspections

(g) Insurance Prerequisite. (i) While possession and the right to use Pooled Chassis shall rest with the Co-Op, nothing contained herein shall or is intended to affect the title to or ownership of any Pooled Chassis. The risk of loss and liability for the Pooled Chassis will remain with the Contributor owning the chassis except to the extent expressly provided for elsewhere herein.

(ii) As a prerequisite to becoming a Contributor and a participant in the Chassis Pool, a person or entity must provide the Co-Op with evidence that the person's or entity's trailer interchange agreements require insurance limits of no less than $250,000/$500,000 for bodily injury and $250,000 for property damage, or single limit bodily injury and property damage of at least $1,000,000. The insurance requirements may be increased by the Supervisory Board.

(h) Replacement Value Lost Chassis. In the event that a Pool Chassis is lost, or deemed in the reasonable opinion of the Contributor-owner to be a total constructive loss, the user of the Pooled Chassis responsible for the loss will pay to the Contributor-owner the depreciated value of the Pooled Chassis. The sum to be paid will be based on the standard replacement value specified herein and will be calculated assuming that the value of the Pooled Chassis shall be decreased by five percent (5%) per annum since the date of manufacture, down to a minimum residual value of forty percent (40%).

For purposes of this Section the standard replacement values of the equipment are as follows:

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Chassis Size/Type	Std. Replacement Value
20' Chassis	$ 7,500.00
40' Chassis	$ 7,800.00

5.2.5 Indemnification. (a) Primary. It is the intention of the Contributors that the user of a Pool Chassis shall be primarily responsible for all damage and injury resulting from, relating to or occurring during its use of the Pool Chassis. Accordingly, each Contributor using a Pool Chassis shall indemnify the Manager and each of the other Contributors (including, but not limited to, the Contributor owning the Pool Chassis) as well as their officers, agents and employees as well as all claiming by and through them for any claims, demands, liabilities and expenses (including reasonable attorney's fees) resulting from: (a) bodily or other injury to any person, including injury resulting in death; or (b) damage to property, when such injury or damage arises out of, relates to and/or occurs during such Contributor's use of a Pool Chassis.

(b) Secondary. (i) Except as provided in Subsection (iii), each Contributor agrees to defend, indemnify and hold harmless Manager (and all former Managers), its agents, servants and employees as well as all claiming by or through the Manager from and against any and all claims, demands, actions, suits, proceedings, costs, expenses, damages and liability, including attorney's fees, arising out of or relating to the respective Contributor's chassis as well as the presence of the respective Contributor's agents, servants or employees at the Terminal.

(ii) Except as provided in Subsection (iii), each Contributor agrees to defend, indemnify and hold harmless all other Contributors, their agents, servants and employees as well as all claiming by or through the other Contributors from and against any and all claims, demands, actions, suits, proceedings, costs, expenses, damages and liability, including attorney's fees, arising out of or relating to the respective Contributor's chassis as well as the presence of the respective Contributor's agents, servants or employees at the Terminal.

(iii) Notwithstanding the provisions of Subsections (i) and (ii), such provisions shall be supplemental to the requirement of indemnification provided for in Subsection (a) and shall only apply with regard to claims, demands, liabilities and expenses (including reasonable attorney's fees) resulting from: (A) bodily or other injury to any person, including injury resulting in death; or (B) damage to property, when such injury or damage arises out of, relates to and/or occurs during a Contributor's use of a Pool Chassis if the Contributor using the Pool Chassis fails to indemnify as provided in Subsection (a).

5.2.6 Certain Provisions Not Effective Pending FMC Approval. Counsel has advised the Co-Op that this Agreement should be filed with the Federal Maritime Commission ("FMC") because this Agreement provides in Section 5.2.3 for a pool

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adjustment mechanism which would require removal of chassis from the pool and the Terminal in certain instances (the "Pool Adjustment Provision") and in Section 5.2.4 for the usage of chassis to Non-contributors at rates which are different than the usage rates charged to Contributors (the "Non-Contributor Use Provision"). Counsel has further advised the Co-Op that any party desiring to become a member of the Co-Op in the future should also file this Agreement, with the addition of such party as a member of the Co-Op, with the FMC. It is therefore agreed that the Pool Adjustment Provision and the Non-Contributor Use Provision shall not be operative or implemented as to any party hereto, current or future, unless and until this Agreement, with the inclusion of the Pool Adjustment and Non-Contributor Use Provision, becomes effective as to such party.

ARTICLE 5.3: APPOINTMENT, REMOVAL AND DUTIES OF MANAGER

5.3.1 Appointment & Removal of Manager. Equipment Management Services, L.L.C. ("EMS") shall be the manager of the Co-Op. EMS and any successor manager may be removed and replaced in accordance with the terms of such management and other agreements as may exist between the Co-Op and EMS or such successor manager.

5.3.2 Maintenance, Repair & Claims for Damage. (a) As provided in Subsection 5.2.4(g), all on Terminal maintenance and repair for Pool Chassis will be performed by such M&R vendors or such other independent contractor(s) as may be selected from time to time by the Supervisory Board.

(b) The Co-Op will not be responsible for any maintenance or repair expense for a Pool Chassis when it is off Terminal.

ARTICLE 5.4: LIMITED LIABILITY COMPANY PROVISIONS

5.4.1 Liability of the Members. Except to the extent applicable law mandates liability despite provisions to the contrary in the limited liability company operating agreement, the Contributors and the Manager shall not be personally liable to any third party for any debt, obligation or liability of the Company.

5.4.2 Transfers of Interest in the Co-Op. No Contributor may Transfer, in whole or in part, with or without consideration, an interest in the Co-Op or any right to participate in the management of the business and the affairs of the Co-Op without: (a) the consent of the Supervisory Board and Manager which such consent may be granted, denied and/or conditioned in the sole and absolute discretion of each; and (b) satisfaction by the transferee of all the conditions specified in Section 5.1.7. For purposes hereof, "Transfer" shall mean any and all types of transfers including, but not limited to, any sale, conveyance, assignment, disposition, distribution, encumbrance, pledge, mortgage, hypothecation or gift.

5.4.3 Capital Accounts. Capital accounts shall be established, maintained and

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adjusted in accordance with the provisions of 26 USC §704(b) and Treasury Regulation §1.704-1(b)(2) (as amended or any successor thereto) and to the extent any provision of this Agreement is inconsistent with said regulations, the said regulations shall control. Notwithstanding the foregoing, no Contributor shall be responsible to restore a debit balance in the Contributor's Capital Account.

5.4.4 Tax Matters. The Co-Op shall prepare or cause to be prepared and shall file on or before the due date (as same may be extended) any Federal, state and/or local tax returns required to be filed by the Co-Op. The Co-Op shall provide each Contributor with all information and/or forms as may be mandated by the Internal Revenue Code and any other applicable state or local law within the time parameters specified in said Code or such other law. The Contributor represented by the Chairman shall be designated as the Tax Matters Partner for the Co-Op.

5.4.5 Termination & Liquidation. In the event of a termination of the Chassis Pool the Supervisory Board shall liquidate all of the assets of the Co-Op utilizing same first for the payment of all expenses of the Co-Op, including deferred fees, and then distributing same first to proportionally reduce all positive Capital Accounts to zero and then to the Contributors in proportion to the average number of Pool Chassis each had in the Chassis Pool during the calendar month prior to the terminaiton of the Chassis Pool or such other period as the Supervisory Board may deeem appropriate. Under no event shall any Contributor be responsible to restore a debit balance in the Contributor's Capital Account.

ARTICLE 5.5: GENERAL PROVISIONS

5.5.1 Notices. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if sent by: hand delivery, certified mail, return receipt requested; overnight express delivery service; telegram; telex; or telecopy to the addresses specified on Schedule "A" (or any superseding addresses specified by proper notice) with all postage or other charges of conveyance prepaid and shall be effective upon the earlier of: the actual receipt thereof; or second day (excluding weekends and Federal (U.S.) holidays) after the proper sending thereof.

5.5.2 Applicable Law. This Agreement and all provisions hereof shall be governed by the laws of the State of Maryland.

5.5.3 Amendment. This Agreement may be modified and amended by the Supervisory Board with the consent of the Manager.

5.5.4 Agreement. This Agreement, including all schedules and exhibits hereto which are hereby incorporated herein, contains all of the covenants, stipulations and agreements of the parties. No party shall be bound by nor liable for, any statement, representation, promise or agreement not set forth herein.

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5.5.5 Force Majeure. No party shall be liable to any other for any failure or delay in the performance of any obligation hereunder due to events beyond its reasonable control, including but not limited to fire, storm, flood, earthquake, explosion, accidents, acts of the public enemy, sabotage, riots, civil disorder, strikes, lockouts, labor disputes, labor shortage, work stoppages, transportation embargoes or delays, failure or shortage of materials, supplies or equipment (except as otherwise expressly indicated herein), acts of God, and acts or regulations or priorities of any government or its branches or agencies.

5.5.6 Venue. Venue with respect to any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be in the appropriate state court in the County of Hudson, New Jersey or (if same shall have jurisdiction) at the option of any party to the action, the United States Federal District Court for the District of New Jersey, Newark vicinage. Notwithstanding the foregoing, the parties hereto agree to waive the foregoing venue requirement for the limited purposes of the granting of a temporary restraining order, injunction, order of specific performance or other equitable remedy or to the extent necessary to enforce any judgement or court order.

5.5.7 Severability. Should any terms, covenant, condition or provision in this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant, provision or condition of the Agreement shall be valid and enforceable to the extent permitted by law.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY

6.1 The Parties are authorized to establish a supervisory board comprised of representatives of the Parties to oversee the operations of the Chassis Pool as provided in Section 5.1.3.

6.2 Upon actions taken by the Parties in accordance with this Agreement, Scott H. Schley, Esquire, and Thomas D. Wilcox, Esquire, as co-agreement counsel, shall each independently be authorized to execute and file amendments to the Agreement with the Federal Maritime Commission on behalf of the Parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

7.1 Any ocean common carrier which: (a) is regularly engaged in ocean common carrier service in the Trade, directly or by transshipment; (b) has chassis at the terminal at which the chassis pool is established that meet the requirements specified pursuant to Subsection 5.1.7(b)(ii); and (c) who otherwise meets the requirements specified in Subsection 5.1.7(b), may become a party to this Agreement. Membership of any ocean common carrier shall be effective upon filing of an amendment to this Agreement with the Federal Maritime Commission.

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7.2 Any Party may withdraw from this Agreement upon at least ninety (90) days written notice as provided in and in accordance with Section 5.1.6.

ARTICLE 8: VOTING

All operational matters pertaining to the Chassis Pool shall be subject to the agreement of the Supervisory Board as provided in and envisioned by Section 5.1.3.

ARTICLE 9: DURATION AND TERM OF THE AGREEMENT

As provided in Section 5.1.5, the initial term of this Agreement shall expire two (2) years from October 27, 1998, the date the Articles of Organization were filed with Maryland and shall automatically be renewed for additional one (1) year periods unless terminated as proved in Section 5.1.5.

ARTICLE 10: MODIFICATIONS TO THIS AGREEMENT

This Agreement may be modified as provided in Section 5.5.3. Any amendments hereto may be executed in counterpart, each of which shall be deemed and original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers as of the date first written above.

Atlantic Container Lines, Contributor

By: Brian M Burke

Title: Vice-President NAM Logistics

Date: 10/27, 1998

China Ocean Shipping Company, Contributor

By:

Title: Vice President

Date: October 19, 1998

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Mediterranean Shipping Company, Contributor

By: _____

Title: Senior Vice President

Date: 10, 19, 1998

Polish Ocean Line, Contributor

By: _____

Title: VP CONTAINER LOGISTICS

Date: 20th October, 1998

Equipment Management Services, L.L.C., Manager

By: _____

Title: MEMBER, MAHER CHASSIS MANAGEMENT, L.L.C.

Date: OCTOBER 29, 1998

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SCHEDULE "A"

INFORMATION CONCERNING CONTRIBUTORS
(Name, Initial Representative, Address & U.S. TIN)

Name	Atlantic Container Lines
Initial Representative	Brian McBride
Alternate Representative	Kevin Moran
Address	50 Craigwood Road South Plainfield, NJ 07080
US TIN	13-2840074

Name	China Ocean Shipping Company
Initial Representative	Mark Martinez
Alternate Representative	Gene Johnson
Address	100 Lighting Way Secaucus, NJ 07094
US TIN	

Name	Mediterranean Shipping Company
Initial Representative	John Mullaney
Alternate Representative	Maribel Parducci
Address	420 Fifth Avenue New York, NY 10018-2702
US TIN	98-0072923

Name	Polish Ocean Line
Initial Representative	Leslaw Grzybowski
Alternate Representative	Mike Sokolowski
Address	1001 Durham Avenue South Plainfield, NJ 07080
US TIN	13-5097320

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SCHEDULE "5.2.1"

LIST OF POOL CHASSIS BY CONTRIBUTOR

To be provided by each Contributor to Manager.

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JOINDER AGREEMENT

JOINDER AGREEMENT made this 29th day of October, 1998 by and between **Sea Girt Chassis Cooperative, L.L.C.**, a Maryland limited liability Company (the "Co-Op") and **Company Maritime d'Affretement** ("New Contributor").

WHEREAS New Contributor desires to become a member in the Co-Op; and

WHEREAS, the Supervisory Board has consented to the admission of the New Contributor to the Co-Op.

NOW, THEREFORE, the parties hereto intending to be legally bound hereby agree as follows:

1. New Contributor represents that: (a) it has been provided with a copy of the Sea Girt Chassis Cooperative, L.L.C. Limited Liability Company Operating Agreement (the "Agreement"): (b) it has reviewed the Agreement; and (c) it understands the terms of the Agreement.

2. The New Contributor hereby agrees to comply with and be bound by the terms of the Agreement including, but not limited to, the requirements regarding the operation of the Chassis Pool.

3. The New Contributor acknowledges that it shall be considered a "Contributor" as said term is defined and utilized in the Agreement.

4. As provided in Subsection 5.1.7(b)(iv) of the Agreement, an updated Schedule "A" to the Agreement is attached hereto and New Contributor shall provide the Manager with a Schedule "5.2.1" as provided in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder Agreement on the day and year first above written.

Sea Girt Chassis Cooperative, L.L.C.
by: Equipment Management Services, L.L.C., Manager

By: [signature]
MEMBER, MAHER CHASSIS
Title: MANAGEMENT, L.L.C.

Date: OCTOBER 29, 1998

Company Maritime d'Affretement
by: CMA-CGM (America) Inc.

By: [signature] Louis J. LE GENDRE

Title: President

Date: 10/28/, 1998

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SCHEDULE "A"

INFORMATION CONCERNING CONTRIBUTORS
(Name, Initial Representative, Address & U.S. TIN)

Name	Atlantic Container Lines
Initial Representative	Brian McBride
Alternate Representative	Kevin Moran
Address	50 Craigwood Road South Plainfield, NJ 07080
US TIN	13-2840074

Name	China Ocean Shipping Company
Initial Representative	Mark Martinez
Alternate Representative	Gene Johnson
Address	100 Lighting Way Secaucus, NJ 07094
US TIN	

Name	Company Maritime d'Affretement
Initial Representative	Herve' de Tarade
Alternate Representative	Edward O'Callaghan
Address	300 Lighting Way Secaucus, NJ 07094
US TIN	

Name	Mediterranean Shipping Company
Initial Representative	John Mullaney
Alternate Representative	Maribel Parducci
Address	420 Fifth Avenue New York, NY 10018-2702
US TIN	98-0072923

Name	Polish Ocean Line
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