Sea Girt Chassis Cooperative, L.L.C.
Limited Liability Company Agreement
FMC Agreement No. 203-011638-003
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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 28, 1998, the date the Article 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 representative as of the date written below.

CMA CGM, S.A., Contributor

By: ____________________________
Title: Agreement Counsel
Date: ____________________________

China Ocean Shipping Container Lines Co., Ltd.,
COSCO Container Lines (Hong Kong) Co., Ltd., Contributor

By: ____________________________
Title: Agreement Counsel
Date: ____________________________
Sea Girt Chassis Cooperative, L.L.C.
Limited Liability Company Agreement
FMC Agreement No. 203-011638-003
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Mediterranean Shipping Company, Contributor

By: ____________________________
Title: Agreement Counsel
Date: __________________________

Compania Sud Americana de Vapores, S.A., Contributor

By: ____________________________
Title: Agreement Counsel
Date: __________________________
Sea Girt Chassis Cooperative, L.L.C.
Limited Liability Company Agreement
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SCHEDULE "A"

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Initial Representative</th>
<th>Alternate Representative</th>
<th>Address</th>
<th>US TIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>China Ocean Shipping Container Lines Co., Ltd.</td>
<td>Mark Martinez</td>
<td>Gene Johnson</td>
<td>1551-1555 Chang Yang Road, Shanghai, People's Republic of China 2000080</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6-8/F CHT Tower Terminal 8 East Container Port Road South Kwai Chung NT</td>
<td>Hong Kong</td>
</tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Mediterranean Shipping Company</td>
<td>John Mullaney</td>
<td>Maribel Parducci</td>
<td>420 Fifth Avenue New York, NY 10018-2702</td>
<td>98-007293</td>
</tr>
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<tr>
<td>CMA CGM, S.A.</td>
<td>Joel Haka Ed O'Callaghan</td>
<td>Francois Lelievre</td>
<td>5701 Lake Wright Drive 2900 Sabre Street Norfolk, VA 23502 Suite 50</td>
<td></td>
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</thead>
<tbody>
<tr>
<td>Compania Sudamericana de Vapores, S.A.</td>
<td>Bruce McMillan</td>
<td></td>
<td>99 Wood Avenue South 9th Floor</td>
<td>Iselin, NJ 08830</td>
</tr>
</tbody>
</table>