

Article 1: Name of Agreement

The name of this agreement shall be the South Atlantic Chassis Pool Agreement (hereinafter, the “Agreement”).

Article 2: Purpose of Agreement

The purpose of the Agreement is to provide for the formation of a regional Chassis Pool that is intended to improve the quality and efficiency of operations relating to the use and operation of intermodal chassis in the Southeastern 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 the Georgia Ports Authority, [Jacksonville Port Authority](#), [North Carolina State Ports Authority](#), and the South Carolina State Ports Authority (the “Ports”), any other Marine Terminal Operator parties listed in Appendix A (the “Marine Terminal Operator Parties”), the Ocean Carrier Equipment Management Association, Inc. (“OCEMA”), its affiliate Consolidated Chassis Management LLC (“CCM”) and Affiliates, OCEMA’s member ocean common carriers, and the other ocean common carriers listed in Appendix A. OCEMA, CCM, Affiliates, the members of OCEMA, and the other ocean common carriers listed in Appendix A shall be referred to collectively as the “Ocean Carrier Parties.”

Article 4: Geographic Scope of Agreement

The scope of the Chassis Pool formed under this Agreement shall include Marine Terminals located in the States of Florida, Georgia, North Carolina, and South Carolina, and Inland Intermodal Terminals located in the States of Alabama, Mississippi, Florida, Georgia, North Carolina, South Carolina, and Tennessee, and other locations in the United States at

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.

6.5 Inland Transport. 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 the Chassis Pool may engage a motor carrier or carriers to reposition or recover Chassis within the scope of this Agreement. Agreements hereunder with an owner or operator of a Marine Terminal or Inland Intermodal Terminal with respect to siting of the Chassis Pool, or the use, license or lease of its property for the establishment or operation of the Chassis Pool, shall not be deemed to be an agreement with respect to transportation within the United States.

Article 7: Administration, Voting, and Delegation of Authority

7.1 Administration and Voting.

A. This Agreement may be administered and implemented by meetings, decisions, memoranda and other communications between the Parties to enable them to effectuate the purposes, or carry out the authority, of this Agreement.

B. Decisions with respect to membership herein or amendment to this Agreement shall ~~be taken by the unanimous vote of the Ports and OCEMA. The vote and decisions of~~

require the affirmative vote of OCEMA and at least two Ports that together represent at least 60% of the Ports' total loaded gate move volume in and out of each port facility in the prior

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calendar year as reported by the Chassis Pool. The vote and decisions of OCEMA under this Article 7 shall be determined pursuant to the voting provisions of the OCEMA agreement.

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C. Subject to Article 5.2 hereof, decisions with respect to any contract or other matter arising under Articles 5 or 6 of the Agreement regarding formation, establishment, operation or implementation of the Pool shall be taken by a vote of the Ocean Carrier Parties that are members of OCEMA. They may delegate such decisions to CCM or any Affiliate through their respective Governing Boards.

D. Decisions with respect to sharing of Agreement expenses by Parties shall be by agreement of OCEMA and the Ports; provided that an Associate Member or Marine Terminal Operator Party 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.

7.2 Governing Board. The Governing Board of the Chassis Pool is authorized to meet, discuss and agree upon matters relevant to the Chassis Pool, and the requirements for decisions of such Governing Board shall be determined by the applicable corporate documents governing the Chassis Pool.

7.3 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 Federal Maritime Commission (“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

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APPENDIX A

PARTIES TO THE AGREEMENT

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

CONSOLIDATED CHASSIS MANAGEMENT LLC (“CCM”)

AFFILIATES:

SOUTH ATLANTIC CONSOLIDATED CHASSIS POOL LLC

CONSOLIDATED CHASSIS ENTERPRISES LLC

CCM POOLS LLC

PORTS:

Georgia Ports Authority
GPA Administration Building
P.O. Box 786
Savannah, GA 31402

South Carolina State Ports Authority
PO Box 22287
Charleston, SC 29413

[Jacksonville Port Authority](#)
[P. O. Box 2110](#)
[Jacksonville, Florida 32206](#)

[North Carolina State Ports Authority](#)
[P. O. Box 9002](#)
[Wilmington, NC 28402](#)

OTHER MARINE TERMINAL OPERATOR PARTIES:

N/A

~~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.~~

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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
- *2. a. CMA CGM S.A.
4, Quai D'Arenc
P.O. Box 2409
13215 Marseille Cedex 02
France
- b. APL Co. Pte Ltd.
9 Buona Vista Drive, #14-01
The Metropolis Tower 1
Singapore 138588
- c. American President Lines, Ltd.
16220 N. Scottsdale Road
Suite 300
Scottsdale, AZ 85254-1781

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