

FORM AGREEMENT B

MASTER CHASSIS CONTRIBUTION AGREEMENT

THIS CHASSIS CONTRIBUTION AGREEMENT (this "Agreement") is made as of this ____ day of _____, 20__, by and between (CCM POOL LLC), a Delaware limited liability company ("CCM POOL NAME"), and _____, (the "Contributor"). Whereby the parties mutually agree to the terms and conditions set forth in the following pages, in witness thereof, the parties have executed this Agreement through their duly authorized representatives.

(CCM POOL LLC)

By: _____

Print Name: _____

Title: _____

CONTRIBUTOR

By: _____

Print Name: _____

Title: _____

SAMPLE

RECITALS

R-1 Contributor uses intermodal chassis or rents or leases intermodal chassis to its Customers for over-the-road transport of containerized cargoes, primarily in international commerce.

R-2 (CCM POOL NAME) has established a pool of intermodal chassis for use in over-the-road transportation of international shipping containers (the "Chassis Pool") to be utilized in connection with intermodal activities at Terminals operated by one or more Terminal Operators.

R-3 Contributor desires to contribute chassis to the Chassis Pool and to participate as a User in the Chassis Pool so that it can use Pool Chassis or make Pool Chassis available to its Customers.

R-4 (CCM POOL NAME) desires to have such Chassis available for use by the Users of the Chassis Pool to facilitate the movement of cargo to and from the Terminals.

R-5 (CCM POOL NAME) and Contributor desire to set forth the terms and conditions upon which Contributor will contribute Chassis to (CCM POOL NAME) for use in the Chassis Pool.

ARTICLE 1. DEFINITIONS.

The following terms shall have the following meanings in this Agreement:

"Chassis" or "Pool Chassis" shall mean one or more of the types of chassis for over-the-road transportation of shipping containers listed on **Exhibit 1** to this Agreement, as it may be amended from time to time, and which have been contributed to the Chassis Pool.

"CIR" shall mean a Chassis Induction Report in substantially the form provided for in the (CCM POOL NAME) Operations Manual.

"Customer" shall mean an entity that rents or leases one or more Chassis from a User.

"License Agreement" shall mean a License and Access Agreement which has been entered into by (CCM POOL NAME) and one or more Terminal Operators relating to access to and operations within one or more Terminals.

"Major Maintenance and Repairs" means the maintenance and repair to Chassis supplied by Contributor required to repair the defects described on **Exhibit 2** to this Agreement.

"(CCM POOL NAME) Operations Manual" shall mean the (CCM POOL NAME) Operations Manual for the Chassis Pool as it may be amended from time to time.

"Pool Manager" shall mean the Manager appointed from time to time by (CCM POOL NAME) pursuant to the

"(CCM POOL NAME) Management and Agency Agreement."

"Replacement Cost" means the replacement cost of a Chassis stated in the (CCM POOL NAME) Operations Manual.

"Standards" shall mean with respect to (i) the operating condition of each Chassis, and (ii) each

item of the maintenance and repair of each Chassis, the more stringent of (a) the then current U.S. Department of Transportation safety requirements (including, but not limited to, Federal Motor Carrier Safety Administration and other state and federally mandated requirements then in effect); and/or (b) the documented standards for maintenance, repair, and operating condition for Chassis adopted by (CCM POOL NAME) and set forth in its Operations Manual or other written procedures.

"Terminal" or "Terminals" shall mean any one or more marine, rail, or other inland terminal facilities, and such other common start stop locations as (CCM POOL NAME) may determine in its discretion from time to time to include within the Chassis Pool which will be listed in the (CCM POOL NAME) Operations Manual.

"Terminal Operator" shall mean the entity that operates a Terminal as evidenced in a License Agreement with respect to that Terminal.

"User" shall mean a user of the Chassis in the Chassis Pool who has executed a written Master Chassis Use Agreement with (CCM POOL NAME).

Now, therefore, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, (CCM POOL NAME) and Contributor agree as follows:

ARTICLE 2: CONTRIBUTION OF CHASSIS

2.1 Contribution of Chassis. Contributor shall contribute the Chassis to (CCM POOL NAME) for use in the Chassis Pool in the quantities and on the terms of this Agreement. This agreement constitutes a grant of use of Chassis by Contributor to (CCM POOL NAME) and for use of the Chassis by other Users. Such contribution does not constitute a lease, rental, or sale and does not change the ownership or lease status of the Chassis contributed.

2.2 Quantity of Chassis Contributed.

2.2.1 Contributor agrees to contribute the number and size of chassis set forth in **Exhibit 1** hereto. Contributor agrees to contribute, and (CCM POOL NAME) agrees to receive, those chassis into the Chassis Pool during the dates set forth in **Exhibit 1** and subject to the terms hereof. After such chassis are received into the Chassis Pool, no other Contributor chassis (except for special use chassis) will be left on the Terminals for regular use at the Terminals.

2.2.2 (CCM POOL NAME) may require Contributor to withdraw some of those Chassis which Contributor has contributed to the Pool from time to time in accordance with the procedures and limitations in the (CCM POOL NAME) Operations Manual.

2.2.3 (CCM POOL NAME) may require Contributor to contribute additional Chassis to the Chassis Pool. Such requirement shall be subject to the procedures in the (CCM POOL NAME) Operations Manual.

ARTICLE 3: USE OF CHASSIS

3.1 Contributor may use Chassis in the Chassis Pool subject to Contributor's execution and compliance with (CCM POOL NAME)'s Master Chassis Use Agreement. (CCM POOL NAME) is authorized to permit the use of Chassis contributed by Contributor hereunder by other Users

that have executed (CCM POOL NAME)'s Master Chassis Use Agreement, including direct Users and Customers of Users.

ARTICLE 4: TERM

4.1 The term of this Agreement ("Term") shall be one (1) year from the date first set forth above and shall automatically renew for successive one (1) year periods. Notwithstanding the foregoing, either Contributor or (CCM POOL NAME) may terminate this Agreement by giving ninety (90) days advance written notice to the other party of intent to terminate this Agreement, and this Agreement shall terminate on such date as is specified in the notice, unless (CCM POOL NAME) and Contributor agree to an earlier or later date.

4.2 (CCM POOL NAME) may terminate this Agreement for cause if: (i) Contributor commits a material breach of its obligations hereunder or fails to comply with a material requirement or duty hereunder, and fails to cure same within thirty (30) days written notice of such breach; (ii) Contributor fails to pay undisputed amounts billed to it for sums due hereunder and fails to cure same within ten (10) days written notice of such failure; and/or (iii) Contributor enters or is placed in bankruptcy, trusteeship, liquidation, or similar proceeding, voluntarily or involuntarily.

4.3 Contributor may terminate this Agreement for cause if: (i) (CCM POOLNAME) commits a material breach of its obligations hereunder or fails to comply with a material requirement or duty hereunder, and fails to cure same within thirty (30) days written notice of such breach; and/or (ii) (CCM POOL NAME) enters or is placed in bankruptcy, trusteeship, liquidation, or similar proceeding, voluntarily or involuntarily.

4.4 If not otherwise terminated this Agreement shall terminate upon the termination of Chassis Pool operations as determined by (CCM POOL NAME) in its discretion.

4.5 Notwithstanding a termination of this Agreement, both parties shall be responsible for all obligations, costs, and liabilities incurred hereunder with respect to matters occurring through the effective date of the termination, including but not limited to any obligation of indemnification provided for under this Agreement. Neither party shall be responsible for obligations arising after the effective date of termination; provided, however, that upon termination of this Agreement, (CCM POOL NAME) shall promptly return all of Contributor's Chassis to Contributor as those Chassis are returned to the Terminals by Users pursuant to the procedure in the (CCM POOL NAME) Operations Manual. Until such return of all of Contributor's Chassis to the Contributor, Contributor and (CCM POOL NAME) shall be responsible for all obligations, costs, and liabilities provided for hereunder with respect to such Chassis for matters occurring through the date of the return of such Chassis to Contributor, as provided herein, including but not limited to all obligations of insurance and indemnification provided for under Article 8 of this Agreement.

ARTICLE 5: PROCEDURES FOR CONTRIBUTION AND REMOVAL OF CHASSIS

5.1 Contribution of Chassis. Chassis shall be delivered and accepted into (CCM POOL NAME) at the Terminal and in such quantities specified by (CCM POOL NAME) in accordance with the procedures for contributing Chassis to the Pool set forth in the (CCM POOL NAME) Operations Manual.

5.2 Voluntary Withdrawal of Chassis. If a Contributor desires to retrieve a Chassis and remove it from the Chassis Pool, (CCM POOL NAME) shall endeavor to make the Chassis available to the Contributor for retrieval by the Contributor. The Contributor may specify which

Chassis it desires to be returned, as long as those Chassis are unladen and on a Terminal. Notwithstanding the foregoing, however, Contributor may not remove more than three percent (3%) of the total number of Chassis in the Chassis Pool in any three (3) month period without (CCM POOL NAME)'s prior written approval, which will not be withheld as long as such withdrawal will not in the reasonable judgment of (CCM POOL NAME) materially impair the availability of Chassis to Users of the Chassis Pool. Such withdrawal is subject to the procedures and additional limitations in the (CCM POOL NAME) Operations Manual.

5.3 Pool Identification Number. When a chassis is accepted into the Chassis Pool, (CCM POOL NAME) shall identify the chassis using a Pool Identification Number which shall (i) be plainly visible and which shall be conspicuously displayed on the Chassis, and (ii) be used in connection with (CCM POOL NAME)'s Chassis management program. The Pool Identification Number may be the number already assigned and marked on the chassis by the Contributor.

ARTICLE 6: CHASSIS MANAGEMENT

6.1 (CCM POOL NAME) shall maintain records of, among other items, the serial number and Pool Identification Number of each Chassis, the date each Chassis was received by (CCM POOL NAME), the date each Chassis was returned to Contributor, maintenance, repair, and inspection activities, and the serial numbers of Chassis that were rejected by (CCM POOL NAME). Such records may, in (CCM POOL NAME)'s discretion, be combined with or subsumed under (CCM POOL NAME)'s master record-keeping system for Chassis. Such records may be kept solely in electronic form in (CCM POOL NAME)'s discretion. Upon reasonable notice and at reasonable times, Contributor may inspect such records pertaining to its contributed equipment. If the computerized system permits, in (CCM POOL NAME)'s discretion (CCM POOL NAME) may allow Contributor to have read-only access to such electronic Chassis records. (CCM POOL NAME) may place identifying markings on the Chassis.

6.2 (CCM POOL NAME) represents and warrants to Contributor that it will operate the Chassis Pool in a prudent and safe manner, will take commercially reasonable actions to protect the Chassis from damage and improper use, and will implement a systematic inspection, maintenance and repair process meeting mandatory federal requirements and that such systems will be based upon the Standards. (CCM POOLNAME) will require Users of Chassis to covenant to use the Chassis only for the over-the-road transport or repositioning of freight containers, or repositioning of the Chassis, and, if moved by motor carriers, to use motor carriers having in effect the UIIA or comparable interchange agreement (including comparable insurance and indemnity requirements at least meeting the minimum criteria set forth in the UIIA). If (CCM POOL NAME) moves Chassis over the road, then (CCM POOL NAME) will use motor carriers having in effect the UIIA or comparable interchange agreement (including comparable insurance and indemnity requirements).

ARTICLE 7: MAINTENANCE AND REPAIR OF CHASSIS; OPERATING EXPENSES; CASUALTY, THEFT, AND LOSS

7.1. General Maintenance and Repairs. (CCM POOL NAME) shall be responsible for maintenance and repair of the Chassis while in its possession as provided for in the procedures in the (CCM POOL NAME) Operations Manual. However, any repairs required by the initial inspection of a Chassis and all Major Maintenance and Repairs required prior to the completion of or pursuant to a CIR, unless such Major Maintenance and Repairs result from use of the Chassis after induction into the Chassis Pool beyond normal wear and tear, shall be for the account of the Contributor. After the completion of a CIR, (CCM POOL NAME) shall pay for the

cost of all other maintenance and repairs required for the Chassis to conform to the Standards. This post-induction maintenance and repair period shall extend for six (6) months if Major Maintenance and Repair is required to be performed on chassis axles, normal wear and tear excepted. This provision solely governs repair cost liability and is not an ongoing warranty as to the condition of the Chassis after induction into the pool, such warranty being limited to the terms of Article 9.

7.2. Operating Expenses and Registrations.

7.2.1 (CCM POOL NAME) shall pay all operating expenses accruing in the ordinary course of use of the Chassis (excluding, however, licensing, license plating, and state registration compliance which is not by law the Chassis Pool's responsibility), but only to the extent they are directly attributable to the period after such Chassis have been delivered to and accepted into the Chassis Pool, as reflected in (CCM POOL NAME)'s records and before return to Contributor. (CCM POOL NAME) shall not be liable for any taxes relating to the chassis, including without limitation, taxes pertaining to ownership, possession, interchange, rental, leasing or use of the Chassis, but shall be responsible for sales and use taxes, if any, relating to maintenance and repair of the Chassis if such maintenance and repair is otherwise (CCM POOL NAME)'s responsibility.

7.2.2 (CCM POOL NAME) or Manager or a maintenance vendor shall register with the FMCSA as the responsible providers for chassis accepted into the Chassis Pool to the extent such registration is permitted by federal law.

7.3. Casualty, Theft, and Loss.

7.3.1. If a Chassis is damaged beyond repair, destroyed, or lost through casualty, theft, or causes other than defects or causes attributable to Contributor during a period when the chassis is the responsibility of a User, (CCM POOL NAME) shall deliver notice thereof to Contributor {the "Loss Notice"). If a loss occurs while the Chassis is interchanged to or on behalf of a User, (CCM POOL NAME) shall bill the User for the Replacement Cost as provided in the (CCM POOL NAME) Operations Manual. (CCM POOL NAME) shall pay the Replacement Cost of the Chassis to the Contributor immediately upon receipt of payment from the User, and the Chassis shall be removed from the Chassis Pool.

7.3.2. The (CCM POOL NAME) Operations Manual terms shall govern as to when a Chassis shall be deemed a loss. Contributor shall be notified in writing immediately upon such determination.

7.3.3. In the event User is not liable for a loss, within ten (10) days after a Loss Notice, Contributor shall notify (CCM POOL NAME) as to whether Contributor intends to file an insurance claim with respect to such loss and, if so, the name of the insurer and claims administrator and applicable policy number(s). Contributor shall promptly notify (CCM POOL NAME) upon the disposition of any such claim, including the amount paid by the insurance to Contributor or, if the claim is denied, the reason for such denial.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

8.1 Insurance. (CCM POOL NAME) and Contributor shall procure and maintain in force during the term of this Agreement the insurance described in the (CCM POOL NAME) Operations Manual. All policies of insurance must be provided to (CCM POOL NAME) for review and be acceptable to (CCM POOL NAME) in form and substance. If Contributor fails to maintain the insurance described in this paragraph, without limitation of other remedies available to it,

(CCM POOL NAME) may, by written notice to Contributor, either: (i) obtain such insurance and/or continue to pay the premiums therefor, and add such premiums to the payments due from Contributor to (CCM POOL NAME); or (ii) immediately terminate this Agreement.

8.2 Hold Harmless and Indemnification by Contributor. Contributor shall indemnify, defend and hold harmless (CCM POOL NAME), Manager, Users, their successors and assigns, and their respective members, officers, employees, and agents from and against any and all claims, liabilities, suits, demands, causes of action, damages adjudged due or claims reasonably settled, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising from or in connection with breach of this Agreement, including without limitation any agreement, representation, warranty, or covenant, by Contributor.

8.3 Hold Harmless and Indemnification by (CCM POOL NAME). (CCM POOL NAME) shall indemnify, defend and hold harmless Contributor from and against any and all claims, liabilities, suits, demands, causes of action, damages adjudged due or claims reasonably settled, penalties, fines, costs and expenses (including reasonable attorneys' fees) (collectively ("Claims") caused by breach of this Agreement by (CCM POOL NAME), or negligence, gross negligence, or willful act by (CCM POOL NAME); provided, however, that (CCM POOL NAME)'s liability under this paragraph shall be limited to the risks covered by and the amount of insurance coverage available to it under the policy it is required to maintain under this Agreement. Except as provided for in this indemnity, (CCM POOL NAME) shall have no further liability to Contributor, whether in tort or by indemnity, whether such indemnity is found to be applicable pursuant to contract, in equity, or at law.

8.4 Third Party Beneficiary. The parties hereto acknowledge and agree that the above indemnitees provide or will provide substantial benefits to (CCM POOL NAME) and Contributor in connection with the Chassis to be contributed under this Agreement. Accordingly, it is expressly acknowledged and agreed that said indemnitees, other than (CCM POOL NAME), shall be deemed to be third party beneficiaries of this Agreement, and shall have the right to sue on, recover under, and enforce all provisions of this Agreement applicable to them as if they were signatories hereto. There are no other third-party beneficiaries of this Agreement. Without limiting the generality of the foregoing, under no circumstance shall a motor carrier be a third party beneficiary of this Agreement or any term, warranty, representation, or covenant in this Agreement, except to the extent a motor carrier is acting as a User and then only with respect to such use.

ARTICLE 9- REPRESENTATIONS AND WARRANTIES BY CONTRIBUTOR

9.1 Notwithstanding any other provision hereof, Contributor represents, warrants, and covenants to (CCM POOL NAME) that all Chassis delivered to (CCM POOL NAME) for induction into the Chassis Pool shall conform to the Standards when presented to (CCM POOL NAME) for induction into the Chassis Pool.

9.2 With respect to each Chassis Contributor submits for induction into the Chassis Pool, Contributor warrants (i) that it owns the Chassis, (ii) that it is the lessee of the Chassis and the terms of such lease allow the submission of the Chassis to the Chassis Pool without the consent of the lessor of the Chassis, or (iii) if consent of a lessor or lien holder on a chassis is required for submission of the chassis into the Chassis Pool, that it has obtained or will obtain all such consents in writing prior to the submission of the Chassis into the Chassis Pool.

9.3 Contributor shall at its own cost and expense keep all of the Chassis' licensing, license plating, and state registration current and otherwise in compliance with applicable law. Contributor shall pay all taxes relating to the Contributor's ownership or lease of the Chassis.

ARTICLE 10: CUSTOMERS OF CONTRIBUTORS

10.1 Contributor is contributing Chassis to the Pool so that it can function as a User and thereby use Pool Chassis or make available Pool Chassis to its Customers. To the extent that the Customers of a Contributor affect, carry out, or are otherwise involved in Contributor's performance or fulfillment of its obligations under this Agreement, Contributor shall be responsible, irrespective of any actual knowledge, fault or negligence on Contributor's part, at all times for all acts and omissions of any of its Customers, and an act or omission of a Customer shall be considered an act or omission of Contributor for purposes of breach, termination, representations, warranties, indemnities, and all other purposes under this Agreement.

ARTICLE 11: GENERAL PROVISIONS

11.1 (a) Applicable Law and Forum Selection. This Agreement and all provisions hereof shall be governed by the laws of the State of New Jersey without regard to any choice of law or conflict of laws principles that would direct the substantive law of another jurisdiction to apply. User and (CCM POOL NAME) agree all disputes, litigation, and claims between the parties based on or arising out of this Agreement shall be adjudicated in a State Court or the United States District Court for the District of New Jersey.

(b) Cost Disputes . Notwithstanding the provisions of Article 11.1(a) above, the parties will seek to amicably resolve between themselves any disputes with respect to the amount of applicable costs for repairs performed on Chassis pursuant to this Agreement or the liability for said costs. If such dispute cannot be resolved within ninety (90) days of the invoice date for the repairs, either party may seek, by written notice to the other party, a binding resolution of the dispute pursuant to the small claims procedures of the rules of the Society of Maritime Arbitrators, New York, New York.

11.2 Amendment. No modification or amendment to this Agreement shall be effective unless reduced to writing and executed by (CCM POOL NAME) and Contributor.

11.3 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.

11.4 Successors and Assigns. This Agreement and the rights and obligations set forth herein shall bind and inure to the benefit of (CCM POOL NAME) and Contributor's respective successors and assigns.

11.5 (CCM POOL NAME)'s Pool Manager . In performing its obligations under this Agreement, (CCM POOL NAME) may act through its Pool Manager or other contractors or vendors.

11.6 Assignment; Interchange. The Contributor may not assign its duties under this Agreement without the prior written approval of (CCM POOL NAME) which will not be unreasonably withheld. In the event of a merger or acquisition of Contributor, such consent will be granted subject to the new entity executing a copy of this Agreement. (CCM POOL NAME) may not assign this Agreement without Contributor's prior written approval, which will not be unreasonably withheld. (CCM POOL NAME) may, from time to time and without Contributor's consent, pursuant to a User Agreement, as it may be amended from time to time, interchange to

Users any and all Chassis supplied by Contributor and such interchange shall not be deemed to be an assignment.

11.7 Notices. All notices permitted or required to be sent under this Agreement shall be effective if in writing and if sent via one of the following methods to the addresses specified below: (i) personal delivery; (ii) certified mail, return receipt requested; (iii) or nationally recognized overnight delivery service, such as Federal Express. Such notice shall also be effective if sent by electronic mail to the addresses listed below. However, if the sending party receives a message or other notification indicating that an electronic transmission was unsuccessful, such as "delivery failure" or words to that effect, such electronic notice shall not be effective, and the sending party shall communicate such notice pursuant to the methods above. Notices may also be sent via facsimile and shall be deemed effective upon successful transmission, provided that notice is also sent simultaneously via one of the other methods set forth above. Either party may change its notice address or facsimile number by providing written notice of such change in accordance with this paragraph.

If to Contributor:

Contributor's Name:

Attn: _____

Telephone: _____

Facsimile: _____

E-mail: _____

If to (CCM POOL NAME):

Consolidated Chassis Management, LLC
(CCM POOL NAME) Pool Manager
Attn: Michael R. Mitchell
500 International Drive, Ste. 130
Budd Lake, NJ 07828

Telephone: (973) 298-8930

Facsimile: (973) 298-8939

E-mail: contracts@ccmpool.com

Copy to (CCM POOL NAME) Counsel:
Attn: Jeffrey Lawrence/Josh Stein

Cozen O'Connor
1200 19th Street NW
Washington, DC 20036
Telephone: (202) 463-2500
Facsimile: (202) 618-4858
E-Mail: jlawrence@cozen.com
jstein@cozen.com

11.8 Consequential Losses. Notwithstanding any other provision hereof, in no event shall (CCM POOL NAME) be liable for loss of profits or indirect, consequential, or liquidated damages of any nature arising from or in connection with this Agreement.

11.9 No Joint Venture. This Agreement establishes a contract between the parties and shall not be construed to create a partnership or joint venture between the parties hereto. Contributor shall not have any ownership rights or interest in the assets of the Chassis Pool or (CCM POOL NAME) other than chassis it contributes. (CCM POOL NAME) shall not be deemed to have any ownership or leasehold interest in Contributor's Chassis in the Chassis Pool.

11.10 (CCM POOL NAME) Operations Manual. The terms of the (CCM POOL NAME) Operations Manual as amended from time to time, shall apply to the contribution, acceptance, use, maintenance, repair, and withdrawal of Chassis and all other activities contemplated for Chassis under this Agreement as if set forth herein. The Operations Manual may be modified from time to time at the discretion of the (CCM POOL NAME) Board of Managers, provided that written notice of any amendments shall be given to the Contributor.

SAMPLE

Exhibit 1 to Chassis Contribution Agreement

Types of Chassis

45' chassis

Minimum: _ _

40' gooseneck chassis (no 40' open bolsters)

Minimum: _ _ _

20' standard and slider chassis (no 20' flushbacks)

Minimum: _

Other Equipment Types: _____

Minimum:;...: _ _ _ _

Exhibit 2 to Chassis Contribution Agreement

Major Items of Maintenance and Repair

PART	Problem
Brakes	Missing or worn components, such as air lines and chambers; brake liner less than ¼ inch at centers
Broken wheel studs	Any studs broken or missing
Wheel bearings	Bearings are not in good condition.
Axles	Bent, misaligned, or malfunctioning
Oil Seals	Leakage

SAMPLE