



CCM Pools LLC (CCMP)
Operations Manual

Version 4.6

Effective Date: November 25, 2022

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Change Control:

Refer to **Section 23** for more details on procedures for approving amendments to the Operations Manual.

Revisions to the CCMP Operations Manual will be noted in the document’s change control table below and re-issued.

| Date | Version No. | List of Changes |
|----------------------|-------------|--|
| 08/01/08 | Draft v1.2 | <ul style="list-style-type: none"> • None – Board Review |
| 08/01/08 | Final 1.0 | <ul style="list-style-type: none"> • Change Title Page to final. • Change File Name to 2008-08-01 Final v1.0 |
| 10/01/08 | 1.1 | <ul style="list-style-type: none"> • Removed LLC Pool Appendices |
| 10/01/08 | 1.2 | <ul style="list-style-type: none"> • Corrected effective date |
| 03/25/09 | 1.3 | <ul style="list-style-type: none"> • Corrected CCM title page • Amended Section 7 from “Pollution Causing Incidents” to “Incident Management & Claims Procedures” plus changed CCM contact to P. Wojcik. • Added Exhibit D Incident Management & Claims Procedures Reporting |
| 04/20/09 to 06/26/09 | 1.4 | <ul style="list-style-type: none"> • CCM title page changed to version 1.4 • Section 16 – amended to separate Flip Expenses from Storage Expenses. • (new) Section 17 – added new section 17. Bare Chassis Storage • (new) Section 18 – added new section 18. Trucking / Drayage Expense • (new) Section 19 – added new section 19. Gate Charges • Exhibit B, Section 3.5 – Shared General Operating Expense. Revised examples of shared general operating expense and included note that Chassis Storage is not a shared general operating expense. • Amended the methodology for assessing Over Utilization and eliminated assessment of Under-Utilization Charges: <ul style="list-style-type: none"> ○ Deleted Exhibit B, Section 3.6 Pool Right Sizing and Control Limits; Section 3.7 User’s Utilization Asset Charges (UAC); 3.8.1 Utilization Charges; 3.10 Under –Utilization Charges; and 3.11 Costs Incurred as a Result of Under-Utilization; and 3.12 Under-Utilization Distribution. ○ Inserted new opening paragraph to former 3.8 Over-Utilization which is now section 3.6. ○ Amended wording on previous section 3.8.2 Limits to Chassis Usage (now section 3.6.2). ○ Deleted page |

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| | | <ul style="list-style-type: none"> • Exhibit B, last page. Deleted last page of this section titled [INTENTIONALLY LEFT BLANK]. • Revised the language to conform to existing terms and to clarify when over-utilization charges would be assessed. • Made conforming changes to the definitions and elsewhere in the document due to the deletion of previous sections dealing with MIN, MAX, underutilization, etc. • Amendments to Exhibit D: Incident Reporting and Claims Management Procedures: <ul style="list-style-type: none"> ○ Section 3.4 ○ Section 4.1 ○ Section 5.4 |
| 10/15/10 | Draft v1.5 | <ul style="list-style-type: none"> • Section 2 – omitted Exhibit 1.A CCM Organizational Chart • Section 3.2 – amended reference to CCM EVP/COO • Section 4 – amended heading • Section 5.1.4 – added new section to address Equipment Registry requirements pursuant to Federal Roadability • Section 5.4 – omitted Exhibit 1.B, CCM Fleet File Data Fields • Section 9.6.3.5 – amended to address Equipment Registry updates resulting from removal of chassis form pool • Section 11 – new section introducing alternative procedures for Third-Party Collections • Section 12.1 – added new verbiage establishing that all M&R will be compliant with CCM M&R Manual • Section 13.2 – added new section to establish that Equipment Registry must be updated to account for migrate units • Exhibit A, Section 21 update to reflect the new CCM standard CIR template • Exhibit B, Section 4 amended to incorporate allowance for weekly swaps with five working days prior notice, multiple week declarations and rate alternatives for members • Change references to Sher & Blackwell to reflect Cozen O’Connor, where appropriate |
| 01/05/11 | Final v1.6 | <ul style="list-style-type: none"> • Section 5.1.1 – amended so as to allow contribution of specialized equipment under new provisions • Section 9.6.2 – amended to clarify policy for removal of assets from pools and accountability for related expense • Section 14.1 and 14.2 – new section establishes procedure for loss declarations by a Contributor and Pool role in billing activities, as well as assignment of related expense • Exhibit B, Diagram B-14 – amended so as to remove repositioning from cost apportionment for swap purchases • Exhibit B, Section 3.3 .1 – new section speaks to exceptions to use of M&R Apportionment Formula. |

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| | | <ul style="list-style-type: none"> • Exhibit B, Section 4.1.2 – amended to reflect weekly declarations for swapping activity versus monthly • Section 11 – addition of new 11.3 to clarify applicability of new Third-Party Billing policies |
| 08/01/11 | Final v 1.7 | <ul style="list-style-type: none"> • CCM title page changed to version 1.7 • Removed Section 4.3.5 reference to Pool Manager contact information • Section 4.3.2 Added Stock Management to Pool Manager responsibilities • Section 5.1.1 Deleted “Ocean Carrier” to expand to all Contributors. • Section 7.2.3 Updated contact information • Section 9. Clarified verbiage; Added acquiring assets by Pool. • Section 9.6.3.5 Added GIER procedure • Section 9.7.2 to 9.7.4 Added withdrawal expenses responsibility • Section 10 Added on & off terminal clarification; Requirements of UPC Customer Lists; Non-authorized entities using chassis assigned to last User. • Exhibit B #1. Added language to reflect procedure for more accurate estimate billing. • Exhibit B # 3.6: Added section on cost allocation of Pool infused assets, • Exhibit B # 3.7.1: Added new Peak Season rates for Overutilization. |
| 03/01/12 | Final v1.8 | <ul style="list-style-type: none"> • Section 10.5.1 – Added to clarify calculation of utilization at DCCP common facilities. • Exhibit C – Clerical amendments to clarify Pool Manager reporting requirements. |
| 12/01/12 | v1.9 | <ul style="list-style-type: none"> • General clarification of terms used & movement of sections into a more logical order. • Section 1 Definitions: Expanded and clarified • Section 2 Governance: Updated organizational structure • Section 5 Reporting: Updated reporting requirements • Section 7.8 Swapping: Changed notification period to ease procedure of swapping. • Section 8.5.2 Designated usage: Provides for assignment of usage when a Member restricts a chassis use from pool use. • Section 9 Third Party: Inserted User responsibility for expenses for claim related damages. Added option for Admin fee for damage recovery invoices. • Section 13 Invoicing: Clarified estimate and reconciliation process. Eliminated numerous illustrations. |

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| | | <ul style="list-style-type: none"> • Section 14 Insurance: Transferred common practice from Pool Ops Manuals and defined insurance expense. • Section 18 Pool Management Fee: Transferred from Pool Ops Manuals. • Section 21 Insurance: Transferred from Pool Ops Manuals. • Appendix B DV Schedule: Added remanufacture date to be applicable for determining chassis age. Added documented leasing company invoice evidence to requirement for deviation from schedule. • Exhibit D Section 6: Added sections on releases from holds. |
| 04/01/13 | v2.0 | <ul style="list-style-type: none"> • General format, numbering and verbiage refinements • Section 1.17 added definition of Target Utilization Range • Section 7.3 added conditions on the addition of chassis to the Pool • Section 8.2 added clarification of scope of agreed usage between Users and Customers • Section 18 changed Pool Management fee allocation from based on contributed chassis days to usage days • Section 20 added Chassis Usage Fee Apportionment |
| 10/01/13 | v2.1 | <ul style="list-style-type: none"> • Removed references to Pool Boards and assigned remaining responsibilities to the CCMP Board. • Section 3.1 deleted Management Coordinating Committee and replaced with Advisory Committee • Added Section 7.9 Transfer of Fleets between Contributors and the procedures in Exhibit E. • Added Section 12.2 Total Loss Chassis • Section 12.5 Clarified how to determine chassis age • Section 13.2.4 Added 90 day limit on retroactive adjustment of contribution & use days |
| 08/01/14 | v2.2 | <ul style="list-style-type: none"> • Minor changes to 9.2, 13.4.4, 20.5 and 19.4 - Limits to chassis usage from over 100% to over Stress Trigger |
| 07/01/15 | v2.3 | <ul style="list-style-type: none"> • Updated Pool Manager reporting responsibilities in Section 5 • Section 7.7.8 – eliminated; clarified in separate article • Added Section 7.10 to address cancellation of Pool as IEP provider • Section 9 – rewritten to streamline process and clarify administrative guidance • Section 12.1 – added to clarify reporting requirements for lost/stolen chassis • Section 12.1.1 and 12.1.2 – revised to clarify procedure • Section 12.1.3 – added to address handling of long-stay chassis when both User and Contributor are the same |

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| | | <ul style="list-style-type: none"> • Section 12.4 – revised to mandate removal/de-cooping of chassis after 180 days of inactivity • Section 15 – clarified common expenses can be determined by Pool Manager. Added option to segregate high cost terminal expenses to the Users of that terminal. • Section 17 – added Payment and Reimbursement for Parking and Traffic Violations Arising out of the Use of a Chassis • Section 21 – removed and replaced with clarified guidance for claims notification and handing procedure • Appendix C – removed Incident Reporting & Claims Management Procedures |
| 10/01/15 | v2.4 | <ul style="list-style-type: none"> • Section 20.3 - Extended Peak Season for the SACP through October 31st. • General numbering and verbiage refinements |
| 07/01/16 | v2.5 | <ul style="list-style-type: none"> • Section 1.3 - definition of Common Facilities revised to reference the Pools’ Operations Manuals for application of usage, rather than include usage methodology in the definition itself • Section 1.8 - definition of Non-Common Facilities revised to reference the Pool’s Operations Manuals for application of usage, rather than include usage methodology in the definition itself; also clarifies services provided by Pool • Section 1.19 - definition of Usage Days revised to omit reference to when and where usage begins and ends • Section 8.6 - revised to clarify day of interchange usage calculation and incorporate on-terminal usage day credits • Section 8.6.2 – deleted from Section 8.6 and moved verbatim to create a new Section 8.7.2 • Section 8.7.1 – rewritten to provide more clear and concise policy when Usage Days commence at Non-Common Facilities • Section 8.7.3 – Old Section 8.7.2 rewritten to provide more clear and concise policy when Usage Days terminate at Non-Common Facilities • Section 8.8 – new section added to address calculation of Usage Days on the day of interchange • Section 13.4.5 -amended policy as it pertains to use and/or distribution of excess monies collected as penalties for late payment • Section 20.6 - amended to align with existing policy and clarify that OU will be distributed at Pool Manager’s discretion, based on the needs of the business • Section 21.1 - amended Chassis Use Fee Apportionment verbiage to clarify procedures |

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| | | <ul style="list-style-type: none"> • Section 21.5 - amended to reference Exhibit C and MCCC Operations Manual as source for rates and usage bands • Exhibit C - amended table to eliminate metro-area data (Huntsville) and replace with regional pool data |
| 09/01/17 | v2.6 | <ul style="list-style-type: none"> • Section 17 – removed former Section 17.1 and replaced with new procedures for third-party administration of toll violations • Section 20.2 – renumbered for consistency |
| 04/01/18 | v2.7 | <ul style="list-style-type: none"> • Section 7.6.1 – added to incorporate limitations on swaps in arrears • Section 8.6 – added to address handling of loaded on-terminal use allocation • Article 16.3.4 – added to differentiate drayage expense handling for DCCS (Salt Lake City) • Section 20.3 – peak period redefined for SACP only • Exhibit B – added new DV schedule and reference to AAR rules, where applicable |
| 01/01/19 | v2.8 | <ul style="list-style-type: none"> • Section 7.6 – amended to exclude swapping in arrears |
| 04/01/19 | v2.9 | <ul style="list-style-type: none"> • Section 1.21 – added to define Container Line Operator • Section 8.1 through 8.5 replaced by Sections 8.1 through 8.10, to clarify chassis use assignment when choice of provider is and is not permitted |
| 05/01/19 | v3.0 | <ul style="list-style-type: none"> • Exhibit A – updated chassis exclusions based on design specifications |
| 9/30/19 | V4.0 | <ul style="list-style-type: none"> • Section 1.8 - definition of “Non-Common Facilities” is changed to clarify that a Non-Common Facility is not a location where the Pool is making chassis available for interchange • Section 1.16 – deleted definition of “Target Utilization” • Section 2 (Governance Structure) – deleted in its entirety • Section 3 (Operational Committees) - deleted in its entirety • Section 4 (Pool Management) - deleted in its entirety • Section 2.1 (former 5.1) – Modified to reflect current Pool Manager reporting. • Section 2.2 (former 5.2) – Modified to reflect current forecasting activity • Section 3.3.3 - added to reflect chassis upgrade requirements in connection with the SACP-2 project. • Section 3.5 – added to reflect current practices relating to sub pool tracking. • Section 4.1 (former 7.1) – modified to incorporate pool thresholds previously set forth in pool operations manuals. • Section 4.4 - added to include a specific trigger for the potential lease-in of chassis by SACP in accordance with the SACP-2 Project and the methodology for apportionment of such costs. • Section 4.6 – Revised to clarify swapping methodology |

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| | | <ul style="list-style-type: none"> • Section 4.7.1 (former 7.7.1) – Revised to clarify that withdrawal of chassis is subject to swap commitments. • Section 5.8 (former 8.8) – Revised changed to reflect the current practice of assigning all on-terminal usage for a container move to a User designated via Customer choice • Section 5.11 – Added to clarify time limit for raising disputes relating to usage assignment • Sections 5.12, 5.13 and 5.14 (former 8.11, 8.12 and 8.13 respectively) – Revised to clarify that the allowance of free days is for cost apportionment purposes only • Section 10 – Deleted in its entirety • Section 7.4 – Added to set forth requirement for Users to include requirement to comply with the CCM Over the Road Repair Policy in their agreements with Customers and/or motor carriers as may be applicable. • Section 11.1.2 – Deleted in its entirety • Section 8.1.8 – Added to set forth migration requirements for chassis moving in and out of the SACP. • Section 8.3.3 – Added to set forth procedures for repositioning of chassis to/from Common Facilities within the SACP based on a bare chassis to loaded container gate move ratio as per the SACP-2 Project. • Section 9 (former Section 12) – Language clean up and clarification • Sections 12.1.1, 12.1.2, 12.1.3 and 12.4 deleted in their entirety • Section 10.4.2 (former 13.4.1) – Revised to increase the interest charge on undisputed amounts owed to the Pool that have not been paid in 30 days from the invoice date from 1% to 1.5% per month. • Section 10.4.4 (former 13.4.1) - Revised to increase the interest charge on undisputed amounts owed to the Pool that have not been paid within 60 days from the invoice date from 2% to 2.5% per month. • Section 12.1.4 - Revised to clarify drayage expense apportionment • Section 13.1 (formerly part of 15.3.4) - Revised to more accurately reflect current practice. • Section 13.3 (formerly part of 15.3.4) - Added to reflect exclusion of certain bare chassis storage expenses from apportionment via the bare chassis storage formula. • Sections 14.3.1.1 (former 16.3.2) and 14.3.1.2 (former 16.3.3) – Revised to clarify current practices. • Section 17.4 (former 18.4) has been amended and Section 17.4.1 has been added to allow for M&R costs associated with the withdrawal of chassis from the Pool to be apportioned separately |
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| | | <p>from the standard M&R expense formula when the withdrawing Participant's usage drops significantly.</p> <ul style="list-style-type: none"> • Section 19.2 (former 20.2) – Revised to reflect increased over utilization charges. • Exhibit D – Revised to simplify fleet transfer procedures |
| 04/01/20 | v 4.1 | <ul style="list-style-type: none"> • Section 4.8.1 – Revised to clarify the timeline and process for termination and withdrawal from a Pool. • Section 4.8.4 – Deleted in its entirety. • Section 17.4.1 – Revised to reflect assessment of costs for repair of withdrawn chassis to withdrawing Participant. • New Section 20– Implements alternative billing procedures for the recovery of costs in instances when a Participant voluntarily withdraws some of its chassis or upon termination and withdrawal from a Pool entirely. These procedures include a methodology for allocating to Participant a portion of costs incurred by the Pool prior to the notice of withdrawal (20.1.1) and assessment of a withdrawal fee to cover a portion of the costs associated with the reduction or termination of pool operations and projected pool management expenses for the next twelve months (20.1.2). |
| 07/20/20 | V 4.2 | <p>CCM title page changed to version 4.2</p> <ul style="list-style-type: none"> • Revised Table of Contents - Removed Exhibit G: Revised Method For Calculation Of Actual Cost To Maintain Contributed Chassis (GCCP) • Revised Table of Contents – removed Section 21 • Revised Table of Contents – Removed Exhibit C • Exhibit G – Deleted in its entirety (pages 51-52) • Section 3.2.2 – Revised to use SACP as a stencil example • Section 17.5 – Deleted in its entirety. • Section 22.1 – Deleted GCCPrisk@ccmpool.com contact information • Exhibit F – Removed reference to GCCP target utilizations and renumbered the remaining 5 pools • Exhibit E – Removed reference to MWCO • Exhibit F – Removed reference to Omaha • Section 21 – Deleted in its entirety. Chassis Use Fee Apportionment with regards to MCCP • Exhibit C – Deleted in its entirety. Chassis Use Fees per usage day with regard to MCCP |
| 09/25/2020 | V. 4.3 | <ul style="list-style-type: none"> • Section 5.12.2 – Deleted in its entirety regarding DCCP On Terminal Usage days • Exhibit F – Minor adjustments to both sub pools of DCCP (DCCD and DCCS) stress triggers for 20' and 40'/45' |

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| | | <ul style="list-style-type: none"> • Exhibit F – Minor adjustment to both sub pools of DCCP (DCCD and DCCS) lower limits for 20’ and 40’/45’ • Section 21 – Removed reference to COCP risk contact information • Exhibit F – Removed reference to COCP in its entirety • Section 21 – Updated contact information for Incident Reporting and Claims Management • Section 22.5 – Updated contact information for Certifications of Insurance |
| 11/20/2020 | V 4.4 | <ul style="list-style-type: none"> • Exhibit F – adjustments to both sub pools of DCCP (DCCD and DCCS) stress triggers for 20’ and 40’/45’ |
| 1/26/2022 | V 4.5 | <ul style="list-style-type: none"> • Section 4.6.4 – revised to allow swapping up to a period of 3 weeks after current week has ended in certain instances • Section 10.2.4 Example of Billing Timeline – modified billing diagram chart |
| 11/22/2022 | V 4.6 | <ul style="list-style-type: none"> • Section 19.2.3 Change to over utilization rates effective October 1, 2022 |

1. Definitions

1.1 All capitalized terms used throughout this Operations Manual shall be construed as defined in the relevant Pool documents (Form Agreements A through F). To the extent that any conflicts exist between definitions in the Operations Manual and the Pool documents, the Pool documents shall govern.

1.2 **Claim Occurrence** is defined as any incident involving a Pool Chassis that results in personal injury, property damage or loss, or environmental damage, or any other incident which may result in a claim with respect to Chassis use, ownership, or possession

1.3 **Common Facilities** are those facilities designated as such on the CCM website (as may be amended from time to time). The Pool Manager arranges M&R services and stock control at these locations.

1.4 **Contribution Days** are defined as all or part of a day that a chassis is contributed for common usage in the pool.

1.5 **Contributor** means an entity that has entered into a Master Contribution Agreement with a Pool.

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

1.7 **Equipment Interchange Report (EIR) / Terminal Interchange Report (TIR)** The report completed during the ingate and outgate process that collects pertinent information including, container number, chassis number, trucking company and time of in gate/out gate. It may also include inspection information on the condition of the chassis.

1.8 **Non-Common Facilities** are those facilities designated as such on the CCM website (as may be amended from time to time). The Pool Manager may or may not arrange M&R services, perform stock control, or recognize a change in the User of a Chassis at these locations. Notwithstanding the foregoing, Non-Common Facilities are not pool locations and the Pools do not make chassis available for interchange at such locations.

1.9 **Over Flow Facilities** are facilities that the Pool Manager uses to store bare chassis. The acceptance and removal of bare chassis at these facilities are at the discretion of the Pool Manager.

1.10 **Over the Road Repair** is defined as the repair of chassis in a location other than a Common or Non-Common Facility.

1.11 **Over-Utilization** is defined as operating, either individually or collectively, at a Utilization Percentage above the Stress Trigger.

1.12 **Participant** is defined as an entity that has executed the appropriate User or Contributor Agreements to participate in the pool as a User and/or Contributor.

1.13 **Pollution Causing Incidents** are defined as accidents, incidents, or events involving a Pool Chassis which results in the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, oil or other petroleum substance or derivative (including any oil refuse or oil mixed wastes) or other irritants, contaminants or pollutants into or upon land, the atmosphere, or any watercourse or body of water.

1.14 **Shared General Operating Expenses** are operating expenses not attributable to any specific User(s).

1.15 **Stress Trigger** is the Utilization Level of a User or of a Pool above which the Pool may become stressed and begin to experience equipment shortages.

1.16 **Target Utilization Range** is the optimum range of Utilization Percentage. The lower limit is the point below which the pool is operating with excess chassis. The upper limit is the Stress Trigger. The Range is defined by the CCMP Board.

1.17 **Terminal Operator (TO)** is the operator of a CCM Pool designated Facility including Rail Terminal Operators (RTO), Marine Terminal Operators (MTO), or other operators of any other designated Pool facility.

1.18 **Usage Days** are defined as a User's use of a Pool Chassis for all or part of one calendar day, subject to the limit of one day per individual chassis per individual User regardless of the number of uses within one calendar day.

1.19 **User** shall mean an entity that has entered into a written Master Chassis Use Agreement with a pool.

1.20 **Container Line Operator** is defined as the ocean carrier that is operating the container at the time of usage.

1.21 **Utilization Percentage / Utilization Level** is defined as Usage Days divided by Contribution days for a pre-determined period of time.

2. **Reporting**

2.1 **Pool Manager Reporting.** The Pool Manager shall provide each User with a weekly report indicating that User's utilization percentage as well as the overall utilization percentage of the chassis Pool. The Pool Manager will compile and monitor statistics on a regular basis including, but not limited to the items below.

2.1.1 On a weekly basis no later than three (3) working days after the week being reported:

2.1.1.1 Chassis Utilization Percentage by User by size

2.1.1.2 Number of Chassis out of service

- 2.1.1.3 Stock levels and utilization by pool region
- 2.1.1.4 Chassis placed on hold due to involvement in a Claim Occurrence by location.
- 2.1.2 On a monthly basis no later than ten (10) working days after the month:
 - 2.1.2.1 Percentage of chassis trip without a flip
 - 2.1.2.2 Number of loads serviced
 - 2.1.2.3 Chassis contribution monthly trends
 - 2.1.2.4 Utilization monthly trends
 - 2.1.2.5 M&R expense trends
 - 2.1.2.6 General operations expense trends
 - 2.1.2.7 Repositioning expense trends
 - 2.1.2.8 Number of tires per chassis annualized
 - 2.1.2.9 Weekly M&R expenses paid and M&R expenses pending payment

2.1.3 On a monthly basis, no later than seven (7) working days after the end of the month, the Pool Manager shall provide a written narrative addressing the following items:

- 2.1.3.1 Overall summary / results of operation
- 2.1.3.2 Operational review
 - a. M&R expense and trend comments
 - b. Repositioning commentary
 - c. General operations commentary
 - d. Service quality performance
 - e. General/Safety/Environmental commentary.

2.2 **Forecasting.** The Pool Manager shall coordinate with the Participants and Terminals to obtain available inbound and outbound container volumes for use in forecasting.

3. Contributing Chassis to the Pool

3.1 Acceptance

3.1.1 Contributors shall deliver chassis to the Pool at Pool designated terminals. Specialized chassis such as tank chassis and tri-axles will be excluded from the Pool except at discretion of the Pool.

3.1.2 In the event a Pool elects to include specialized chassis, they shall not be commingled. Each such chassis shall only be used by its Contributor and all costs associated with the specialized chassis shall be invoiced directly to the Contributor. All other terms and conditions of contribution and use of Pool Chassis, including those set forth in the applicable Master Chassis Use and Contribution Agreements and the Operations Manual shall apply to specialized chassis.

3.1.3 **General Acceptance.** Subsequent to the Contributor's submission of a fleet file identifying the chassis to be contributed and either a visual walk around inspection performed by the Pool Manager or reasonable evidence that a chassis in use or located at a pool location, the chassis will be considered accepted as a Pool Chassis.

3.1.4 **Chassis Identification Amendment.** Subsequent to acceptance of a chassis into a Pool, the Pool Manager shall revise the Pool's fleet designation to add the Chassis. The Pool Manager shall also make such changes in the equipment registry system used by the Pool (e.g., the Global Intermodal Equipment Registry ("GIER")) to satisfy chassis identification requirements under Federal roadability regulations. The Contributor shall assist the Pool Manager as required. To the extent a Contributor fails to take all steps necessary to allow the Pool to register as the Intermodal Equipment Provider for such equipment, the Contributor will remain liable for all costs, fines, penalties and other damages associated with compliance with roadability requirements for Intermodal Equipment Providers.

3.2 Additional Requirements

3.2.1 **Chassis Induction Report (CIR) Requirement.** All Chassis accepted into a Pool shall have a Chassis Induction Report (CIR) completed and filed with the Pool Manager before the earlier of 120 days from the date acceptance or the FMCSA expiration date. (See **Exhibit A.**)

3.2.2 **Chassis Stencil.** Once a successful CIR has been completed, Chassis will be stenciled in a contrasting color with letters denoting the Pool designation (such as "SACP") measuring 4 inches in height on the side rails and 2 inches in height on the front and rear bolsters.

3.2.3 **FMCSA Inspection.** Chassis having an FMCSA inspection set to expire within 90 days of the CIR performance date will require a full FMCSA inspection in addition to the CIR.

3.3 Exclusion of Chassis from Pool

3.3.1 **No CIR or FMCSA Inspection.** In the event that a CIR has not been completed and presented to the Pool Manager before the earlier of 120 days from the date of acceptance or the FMCSA expiration date, such Chassis may be removed from the Pool until a successful CIR and/or FMCSA, as appropriate, is completed.

3.3.2 **CIR or FMCSA Failed Inspection.** A Chassis that fails a CIR or FMCSA inspection shall be removed from service until all defects are repaired and the chassis meets all Pool and FMCSA standards.

3.3.3 SACP Upgrade Program

3.3.3.1 Any Chassis contributed to the SACP as of October 1, 2019 shall be removed from the Pool if:

- a. The Chassis has not been equipped with LED lights and radial tires by December 31, 2021;
- b. The Chassis has not been equipped with ABS brakes (with at least 5 years of remaining brake life) by December 31, 2023, or

3.3.3.2 Any Chassis contributed to the SACP as of October 1, 2019 and subsequently contributed to another Pool shall be removed from the Pool if:

- a. The Chassis has not been equipped with LED lights and radial tires by December 31, 2021;
- b. The Chassis has not been equipped with ABS brakes (with at least 5 years of remaining brake life) by December 31, 2023, or

3.4 **Fleet File.** The Pool Manager shall keep records of all Pool Chassis by each Contributor and these records will be updated regularly. These records include the initial CIR, records of inspections and/or repairs, as well as other applicable movement records.

3.5 **Sub Pool Fleet Tracking.** In those instances listed in **Exhibit E**, contribution, Usage Days, and all other Pool metrics outlined in this Operations Manual shall be tracked and reported on a sub pool basis (i.e., isolated to a particular region or facility/group of facilities within a Pool's geographic scope).

4. Adjustments to Pool Inventory

4.1 **Thresholds.** The CCMP Board shall establish the Target Utilization Range and Stress Triggers for the Pool. Adjustments to Stress Triggers must be also approved by the COO. These thresholds are set forth, by Pool, in **Exhibit F**.

4.2 **Pool Sizing.** The Pool Manager shall determine if additional chassis are needed to bring the Pool under the Stress Trigger.

4.3 **Addition of Chassis by Users**

4.3.1 Once the Pool Manager determines additional chassis are necessary to bring the Pool under the Stress Trigger, the Pool Manager shall inform over-utilizing User(s) of the need to supply additional chassis.

4.3.2 If the Pool is operating at or above the Stress Trigger, any Participant may add chassis to the Pool.

4.3.3 If the Pool is operating within the Target Utilization Range, only Participants operating at or above the Stress Trigger may add chassis to the Pool.

4.3.4 If the Pool is operating below the lower limit of the Target Utilization Range, only Participants operating above 100% utilization may add chassis to the Pool.

4.3.5 New Pool Participants who add chassis into the Pool are exempt from the restrictions in sections 4.3.3 and 4.3.4 for 60 days from the time the new Participant enters the Pool.

4.4 **Infusion of Additional Chassis by Pool**

4.4.1 At the discretion of the CCMP Board, additional chassis may be leased by a Pool in response to chronic shortages and cyclical / seasonal peaks in freight volumes. Such action on the part of the Pool may be considered only after all other operational efficiencies have been exhausted by the Pool Manager. The number of units leased, along with associated cost will be subject to the Pool COO and CCMP Board approvals.

4.4.2 **Apportionment of Leasing Cost.** Expenses associated with such lease including daily Per Diem, transportation, handling and any associated maintenance and repair expense incurred as a result of said lease will be apportioned to the Users on the basis of their overuse. Subsequent to the Pool's entry into a lease for additional chassis, should the Pool fall below the Stress Trigger, and circumstances no longer warrant the direct assignment of lease expenses to one or more over-utilizing Users, the cost will be apportioned as part of General Operating Expenses.

4.4.3 Notwithstanding the foregoing and for SACP only, if the Utilization Level exceeds the Stress Trigger by three percent (3%) or more for any Chassis size group (i.e. 20' and 40'/45' measured independently) for three consecutive weeks (the "Trigger Period"), the CCMP Board will convene and implement a plan to lower the Utilization Level including, at the Board's discretion, repositioning or redeployment of chassis or the lease of additional chassis.

4.4.3.1 All On Hire Costs for the lease of additional chassis shall be apportioned to Participants that were over-utilized during the Trigger Period as follows:

$$\begin{aligned} & \text{Participant's Usage Days in Excess of the Stress Trigger} \\ \div & \text{Pool's Usage Days in excess of the Stress Trigger} \\ = & \text{Participant's Over-Utilization Percentage} \end{aligned}$$

$$\begin{aligned} & \text{Participant's Over Utilization Percentage} \\ \times & \text{On Hire Costs} \\ \hline = & \text{On Hire Costs apportioned to the Participant} \end{aligned}$$

4.4.3.2 For the calculations set forth in 4.4.3.1:

- a. Usage Days will be the total Usage Days during the Trigger Period.
- b. Contribution Days will be the total Contribution Days during the Trigger Period excluding any swap of Contribution days;
- c. On Hire Costs will include all costs related to the lease of the chassis that are incurred from the time the chassis are first leased by the Pool until they are off hired and returned to the lessor or otherwise disposed of in accordance with the applicable lease agreement(s). Such costs will include, but are not limited to, per diem or other lease charges, maintenance and repair expense, insurance expense, the cost of chassis loss or damage to the extent it is unrecoverable by the Pool from a User, Terminal Operator, Pool vendor, or third party, and any transport, inspection or other costs related to the Pool's on hire and/or off hire of the chassis.
- d. The calculations will be performed separately for each Chassis size group.

4.5 **Removal of Excess Chassis**

4.5.1 Once the Pool is at or below the lower limit of the Target Utilization Range, the Pool Manager shall instruct under-utilizing Participant(s) to remove surplus Chassis.

4.5.2 The removal of Chassis will begin with the removal of Pool leased in units, then the Participants with the lowest Utilization and ascend until the requisite number of Chassis are removed.

4.5.3 The Participant's chassis to be removed shall be identified and removed by the Participant within 30 days of the notice given by the Pool Manager. The Participant shall be responsible for all storage charges which may accrue to Chassis that are not removed within 30 days of the notice of capture by the Pool Manager.

4.5.4 The Pool Manager may remove Chassis from the Pool to the Participant's designated CY at the expense of the Participant if the Participant does not remove the excess Chassis on its own within 30 days of being notified to remove the surplus chassis.

4.6 **Swapping or Selling Contribution Days** between two Contributors is permitted subject to the following conditions:

4.6.1 A Contributor can swap with another contributor in advance of the swap period only. No swapping in arrears will be allowed.

4.6.2 All transactions must be made in one-week increments starting on Sunday and ending on Saturday (a "Swap Week"). Declarations may be made for Swap Weeks. Swaps must be agreed to by both swapping parties and communicated to the Pool Manager in writing.

4.6.3 The number of Contribution Days being swapped in any transaction may only be increased prior to the start of the Swap Week by written agreement of both swapping parties.

4.6.4 Transactions may only be cancelled, or the number of Contribution Days being swapped in a transaction reduced, up to seven (7) calendar days after the Swap Week by written agreement of both swapping parties. Parties may engage in swap reconciliations caused by the effects of data cleansing or fleet changes that may impact usage or contribution up to a period of 3 weeks after the current week has ended.

4.6.5 Utilization measurements will be based on the adjusted contribution.

4.6.6 Compensation for the swap will be mutually agreed by the two Pool Participants and may be kept confidential and excluded from the Pool monthly billing.

4.6.7 If requested by both swapping parties, the Pool Manager may include a mutually agreed charge to the User receiving the swap on its monthly general operating invoice under a separate line item. Proceeds from the swap will be credited to the Contributor swapping the chassis out on the next month's Pool invoice.

4.7 **Voluntary Withdrawal of Chassis**

4.7.1 Subject to limitations in a Contributor's Agreement with the Pool and provided that the Contributor maintains enough contributed Pool Chassis to meet its swap commitments, a Contributor may remove its own contributed Pool Chassis from the Chassis Pool by notifying the Pool Manager of its desire to remove Chassis on a given date.

4.7.2 Contributors may remove chassis from the pool only upon thirty (30) day written notice and through coordination with the Pool Manager. Once a chassis has been removed from the Pool's inventory, any costs associated with storage, M&R, or repositioning, shall be the responsibility of the chassis Contributor. Repair of chassis to FMCSA standards and removal of the pool stencil may be performed by either the Pool or the Contributor. Cost for such repairs and removal of the pool stencil shall be determined in accordance with 17.4.1.

4.7.3 When the Pool Manager is informed of a request to remove Chassis, the Pool Manager will assist in targeting specific chassis series if the Contributor requests it.

4.7.4 The Pool Manager will, to the extent reasonably possible, place chassis on hold in depots and terminals.

4.7.5 Once chassis are on hold the Contributor will be advised by email.

4.7.6 The Contributor will have 5 days to remove the chassis from the facility.

4.7.7 If Chassis are not removed within 5 days of notification, the Pool Manager may arrange for the chassis to be moved to a local depot. All charges for drayage, gate fees, storage, will be for the account of the Contributor requesting the off hire.

4.8 Withdrawal from Pool and Termination

4.8.1 Upon notifying the Pool Manager of its intent to terminate and withdraw entirely from Pool participation or upon the Pool's notice of termination of its agreements with Participant, the withdrawing Participant must identify a single point of contact to facilitate coordination with the Pool management staff and to establish a reasonable timeline to complete the orderly, realistic and measurable withdrawal of the Participant's chassis. Except as otherwise advised by Pool Manager, such withdrawal will commence ninety (90) days after the Participant's provision of notice of its intent to terminate and withdraw from the Pool or Pool's notice of termination. Such withdrawal will occur over a period of twelve (12) months unless otherwise agreed with the Pool Manager.

4.8.2 The withdrawing Participant shall be responsible for any continued utilization of the Pool chassis and associated costs, beyond the effective date of withdrawal, until such time when all Chassis are confirmed removed by the Pool Manager.

4.8.3 The withdrawing Participant will continue to be responsible for expenses of Chassis not returned, including but not limited to maintenance & repairs expenses, insurance expenses and management fees.

4.9 **Transfer of Fleets between Contributors.** When two Contributors agree to transfer contributed chassis from one Contributor to another, the procedures detailed in **Exhibit D** shall be followed.

4.10 **Cancellation of Pool as Intermodal Equipment Provider.** As part of the removal of any Chassis from a Contributor's contribution to a Pool hereunder, including, without limitation, lost, stolen, or destroyed Chassis which are removed from the Pool, Chassis that are removed voluntarily by Contributor, or Chassis removed as part of an adjustment to Pool inventory by Pool Manager, the Pool Manager will amend the appropriate equipment registry system (e.g., GIER) to indicate the Pool is no longer the Intermodal Equipment Provider under the federal regulations. Similarly, the Contributor will confirm the change in IEP in the appropriate equipment registry system as necessary.

5. Use of Pool Chassis

5.1 Users will confirm whether their usage applies at each pool location.

5.2 Only Users and their authorized customers are permitted to use of Pool Chassis. To recognize an entity as a Customer of a User, CCM must receive the following information from the User:

5.2.1 SCAC Code of Customer

5.2.2 Customer Company Name

5.2.3 Customer Contact Name

5.2.4 Customer Telephone Number

5.2.5 Customer Email Address

5.2.6 Designation of whether usage is authorized at each Pool location

5.2.7 Effective Date of Customer designation

5.3 The above information shall be provided to the Pool Manager via email, CCM's chassis choice portal or by such other means and in such format as may be specified by the Pool Manager.

5.4 Users are required to update Customer information. No change will take effect unless an update is provided to the Pool Manager in a format designated by the Pool. Any update will include at least the following:

5.4.1 SCAC Code of Customer

5.4.2 Is customer authorized to receive Chassis as Customer of User (Yes or No)

5.4.3 (Optional) Reason if invalid, e.g. "insurance".

5.4.4 Facility(ies) covered.

5.5 Usage Days will be assigned by default to the User associated with the Container Line Operator for the container loaded on a Chassis, (i.e., to either the User itself or to the User for whom the Container Line Operator is a customer).

5.6 In the event that there is no Customer associated with a move, Chassis usage will be assigned to the immediately preceding User. In the event a motor carrier Customer uses a Pool Chassis to move a container for which the Container Line Operator is not a designated Customer, usage will be assigned to the User for which the motor carrier is a Customer.

5.7 Notwithstanding Section 5.5, under the Choice Program, Usage Days may be directed to another User when the Container Line Operator and the User for whom the Container Line Operator is a Customer authorize a deviation from the default assignment. To utilize this program, the Container Line Operator must notify CCM that it allows exceptions: at the shipment

level (based on booking or bill of lading reference); upon request and approval; based on the motor carrier (for merchant haulage moves); or for all merchant haulage moves (provided the Container Line Operator provides CCM with access to shipment data sufficient to make such assignments).

5.8 If Container Line Operator allows Usage Days to be redirected on an exception basis and the specified criteria are met, the User will be determined through CCM's chassis choice portal. In such instances, any on-terminal usage assigned following the loading of the Container Line Operator's container under 5.12.1 shall be transferred to the User determined through the chassis choice portal.

5.9 Exceptions shall be communicated to CCM in a format specified by CCM. Information indicating whether an exception was applicable to a specific movement must be communicated to CCM by the earlier of thirty (30) days after the beginning of usage or within seven (7) days of the return of a Chassis.

5.10 If Container Line Operator allows Usage Days to be directed and both a third-party Customer (for example, a beneficial cargo owner) and a motor carrier Customer claim the Usage Days for a particular move, the usage will be assigned by default to the third-party Customer.

5.11 It is the User's responsibility to review the Usage Days assigned by CCM to it pursuant to the above procedures. Such data is accessible to User in the CMS system. Pursuant to Section 10.3.1, any disputes with respect to the assignment of Usage Days pursuant to the above procedures must be raised with the Pool within 30 days of the receipt of the monthly pool invoice allocating costs to User on the basis of such Usage Day assignment.

5.12 Calculation of Usage Days at Common Facilities.

5.12.1 At all Common Facilities, Usage Days shall be assigned to a User when the User's container is placed on a Pool Chassis or a Pool Chassis is removed bare from a Common Facility and shall terminate when the container is removed from the Pool Chassis at a Common Facility or the Chassis is returned bare to a Common Facility.

5.12.2 At all Common Facilities, for the purposes of cost apportionment only, assignment of on-terminal Usage Days shall commence two days after a User's container is placed on a Pool Chassis or two days after the in-gate of a mounted chassis. On-terminal Usage Days at a Common Facility shall terminate for such purposes when a mounted Chassis is removed from a Common Facility under the control of a different User or when the container is removed from the Pool Chassis. For the avoidance of doubt, notwithstanding the foregoing, Usage Days shall continue to be assigned to Users under 5.12.1 for the purpose of identifying the User responsible for the Chassis and all liabilities and obligations related thereto.

5.12.3 At all Common Facilities, off-terminal Usage Days shall commence when a Pool Chassis (either mounted or bare) is removed from the Common Facility and shall terminate when the Pool Chassis is returned to the Common Facility (either mounted or bare). All on terminal usage following the loading of a User's container on a Pool Chassis shall be reassigned to the immediately following off-terminal User.

5.12.4 If a facility is unable to provide the data necessary for Pool to apply the above Usage Day calculations, the Pool shall notify the participants and implement an alternate methodology for calculation of Usage Days.

5.13 Calculation of Usage Days at Non-Common Facilities.

5.13.1 At all Non-Common Facilities, the calculations of on-terminal usage shall commence when a Chassis is in-gated.

5.13.2 Usage to a Participant may be applied for specific bare Chassis at a Non-Common facility where the Participant has requested that the Chassis should not be used by other Participants. Examples include Chassis on hold for withdrawal from the Pool or on hold for a claim resolution.

5.13.3 At a Non-Common Facility, a User's Usage Days will terminate when a Chassis is removed from a Non-Common facility under the control of a different User or when the facility reports that a different User's container has been mounted on the Chassis.

5.14 Calculation of Usage Days on the day of interchange. For the purposes of cost apportionment only, no on-terminal Usage Days will be applied on the day of interchange at either Common Facilities or Non-Common Facilities. For the avoidance of doubt, notwithstanding the foregoing, Usage Days shall continue to be assigned to Users for the purpose of identifying the User responsible for the Chassis and all liabilities and obligations related thereto.

6. Chassis Damage Recovery

6.1 Damage Billing to Motor Carriers. Unless User directs the Pool to the contrary, Pool shall be deemed User's agent for the purposes of damage billing to Motor Carriers. The Pool Manager will invoice the Motor Carrier for damages when supporting documentation of damage responsibility is provided as per applicable agreements. Invoices will be issued within the guidelines recommended by the UIIA or within 60 days of repair completion.

6.2 Damage Billing to Terminal Operators and Vendors. The Pool Manager will bill the Terminal Operator and Vendors for any damage to pool chassis attributable to such entities, subject to limitations that may be contained within the Pool's Facility License & Access Agreement.

6.3 Damage Billing Relating to a Claim. If a Chassis is damaged during a Claim Occurrence and the Risk Manager has opened a Claim Incident File for such Claim Occurrence, Pool Manager will notify User of same. The damage estimate amount or repaired expense amount will be invoiced to the User and not a motor carrier, terminal operator, or vendor only following the Pool Manager's release of the Chassis from hold necessitated by its ongoing investigation or monitoring of the Claims Occurrence.

6.4 Administration Fee for Damage Billing. An administration fee for the billing of damages to non-Participants may be included on the invoices to such parties in such amount as is deemed appropriate by Pool Manager in its discretion.

6.5 The damage billing amounts that are paid will be credited against each Contributor's total M&R expense.

7. Maintenance & Repair

7.1 All maintenance and repair of Pool Chassis will be performed in accordance with the terms of the CCM Maintenance & Repair Manual, as may be amended from time to time, and, in accordance with all State and Federal requirements.

7.2 **Repair Vendor Meetings.** Vendors and Pool Manager will meet regularly to assess standards of safety, sustainable operations, repair, quality, production, and additional issues that relate to the management and operation of the pool.

7.3 Over the Road Repairs.

7.3.1 Specific over the road M&R Vendors may be designated by the Pool Manager to perform over the road repairs on behalf of the pool.

7.3.2 Repairs for normal wear and tear repair expenses will be for the account of the pool.

7.4 **Over the Road Repair Policy.** All Users shall include a requirement to comply with CCM's Over the Road Repair Policy (available on CCM's website, www.ccmpool.com), as may be amended from time to time, in their agreements with Customers and motor carriers (as applicable).

8. Migrations and Repositioning

8.1 **Migration.** A chassis will be considered as migrated out of a pool if it is returned to a location outside the scope of the Pool; or if the Pool Manager is notified as such by the User or Contributor of the chassis.

8.1.1 The Pool Manager will develop a list of all chassis that have migrated out of the Pool during the previous 30 days. Chassis migrated for more than 60 days will be targeted for capture and return. Chassis migrated into a pool in another region for fewer than 60 days, but deemed by the Pool Manager to be in a location where capture may prove difficult, may be added to the list of migrated chassis targeted for capture and return.

8.1.2 The Pool Manager will coordinate with the Contributors to determine if they will take possession of the chassis at the migrated pool location. If the Contributor agrees, the chassis will be added to the gaining pool's fleet file and removed from that of the losing pool.

8.1.3 If the Contributor is not agreeable to accept the chassis "as is" at its destination point, the Pool Manager will coordinate the movement of the chassis or one of like size and type back to the originating pool. The Manager will endeavor to move the chassis back to the pool in the most timely and cost effective manner possible.

8.1.4 Costs to reposition migrated chassis will be allocated to the Users responsible for migration.

8.1.5 Migrated chassis accepted into a new pool will be stenciled with the new pool's stencil. Old stencils will be removed. Costs associated with stenciling and removing old stencils from migrated chassis will be considered as general pool operating costs of the receiving pool.

8.1.6 In the event that a chassis is migrated to a pool where a Contributor is not a Participant, the Pool Manager in the origin pool will contact the Contributor, and ask if the Contributor wishes to retain the chassis in the new location, as opposed to having it returned to the origin pool. Should the Contributor elect to retain the chassis in the new location, the stencil will be removed at Pool expense. In the event the Contributor requests the chassis be returned to the origin pool, that specific chassis will be targeted for return.

8.1.7 In the event a Chassis migrates to a non-CCM Pool location, the User will continue to be responsible for all charges accruing to the Chassis and for the return of the Chassis unless the Chassis is declared lost, stolen or destroyed.

8.1.8 Notwithstanding the foregoing, the following conditions shall apply to the migration of Chassis into or out of the SACP:

8.1.8.1 Any Chassis migrating into or out of the SACP must:

- a. Be equipped with LED lights and radial tires by December 31, 2021; and
- b. Be equipped with ABS brakes (with at least 5 years of remaining brake life) by December 31, 2023;

8.1.8.2 To allow sufficient lead time to complete required upgrades, Chassis not meeting such conditions will not be accepted for migration into or out of the SACP after September 30, 2021.

8.2 **Chassis Identification Amendment.** Subsequent to acceptance of a migrated chassis into a new pool, the Pool Manager(s) shall amend the Pool's or Pools' (as appropriate) fleet designation to add the Chassis to the receiving pool and remove it from the previous pool. The Pool Manager(s) shall also make such changes in the equipment registry system used by the Pool(s) to satisfy chassis identification requirements under Federal roadability requirements for identification of Intermodal Equipment Providers.

8.3 **Repositioning.** The repositioning of chassis between Common Facilities in order to maintain proper balance shall be administered by the Pool Manager either directly or through coordination with the concerned chassis Users.

8.3.1 Collective and individual imbalances will be reviewed by the Pool Manager on a quarterly basis, with the purpose of identifying repositioning opportunities for the overall benefit of the pool.

8.3.2 All balancing and repositioning of bare chassis between Common Facilities and/or Overflow Facilities will be arranged and paid for by the Pool and the expense will be apportioned to the Users using the methodology detailed within this Manual.

8.3.3 Without limitation to the generality of the foregoing and for SACP only, on a weekly basis the Pool Manager will calculate the ratio of bare Chassis to loaded containers at each Common Facility by dividing the total number of bare chassis at the Common Facility by the total number of out gate moves of loaded containers for each Common Facility (“Bare Chassis/Loaded Container Ratio”).

If the SACP’s Utilization Percentage exceeds the Stress Trigger by 2% for two consecutive weeks or where the Pool Manager forecasts that it will do so in the next two weeks, the Pool Manager may reposition chassis from Common Facilities with a Bare Chassis/Loaded Container Ratio greater than 1. Chassis will be repositioned from locations in order of highest to lowest Bare Chassis/Loaded Container Ratio.

9. Lost/Stolen/Total Loss Chassis

9.1 **Lost/Stolen/Destroyed Chassis.** In the event that a chassis is stolen, lost, confiscated, destroyed or damaged beyond repair during a use period, User shall immediately notify the Pool and provide proof, in such form as may be acceptable to the Pool Manager or the Contributor, of such theft, loss, confiscation, destruction or damage. For any Chassis that is lost or stolen during a use period. User shall be responsible for completing all reports or providing required necessary information to applicable law enforcement authorities. The Pool Manager shall notify the Contributor that the Chassis has been stolen, lost, confiscated, destroyed or damaged and the Chassis shall be removed from the Pool.

If the User and Contributor are not the same Participant, the Pool Manager will invoice User to recover the Depreciated Replacement Value (DV) of the Chassis as defined in the Master Contribution Agreement (Form B) and, upon receipt of payment by the User, pay the Contributor

9.2 **Total Loss Chassis.** When a Chassis repair cost exceeds the Depreciated Replacement Value, the Pool Manager deems a Chassis to be unsafe after reasonable repairs, or a Contributor wishes to remove a damaged Chassis from the Pool, the Chassis will be removed from the Pool. The Contributor shall be responsible for all costs associated with the storage and removal of the Chassis from a Pool Location from the date the Chassis was removed from the Pool.

9.3 **Recovered Chassis.** If a Chassis reported lost, stolen or confiscated by a User and removed from the Pool is subsequently recovered and the Contributor desires the chassis to be returned to a Pool contribution:

9.3.1 The current DV will be calculated for the Chassis on the date of recovery per the terms of the Master Contribution and Use Agreements (Forms B and C).

9.3.2 Pool will invoice Contributor for the current DV.

9.3.3 Pool will issue User a credit for the current DV.

9.3.4 The User is responsible for all recovery costs including any maintenance and repairs required to meet Pool standards.

9.4 **Depreciated Replacement Value Schedule** is attached as Exhibit B. The age of a chassis will be determined as follows: the **year** of the declaration less the **year** of manufacture/remanufacture.

Example: Declaration in 2013 less chassis manufactured in 2000 = 13 years.

10. Invoicing

10.1 **Initial Estimate.** Prior to the commencement of the User's participation in the Pool, the Pool shall bill each User estimated charges to cover its first month's estimated usage in an amount determined by the Pool Manager.

10.2 Monthly Invoices to Participants

10.2.1 Participants will be invoiced each month for their estimated Pool Management, M&R, Repositioning, Shared General Operating Expenses and any other regular monthly expenses or credits based on the average of their actual usage and contribution incurred expenses over the preceding three months for which such data is available and then by projecting that historical amount forward.

10.2.2 The Pool Manager may, in its discretion, utilize alternative means for calculating estimated usage where deemed necessary and appropriate.

10.2.3 Each month's invoice will be reconciled in subsequent invoices to account for the actual monthly expense, usage and contribution.

10.2.4 Adjustments to contribution or usage days resulting in billing adjustments will be made retroactive up to a maximum period of 90 days.

Example of Billing Timeline:

| Calendar Month | July | August | September | October | November |
|-------------------|--|---|--|---|--|
| Pre-Bill Activity | August Estimated Usage Days and Expenses | September Estimated Usage Days and Expenses | October Estimated Usage Days and Expenses | November Estimated Usage Days and Expenses | December Estimated Usage Days and Expenses |
| True Up Activity | June true up usage days and expenses | July true up usage days and expenses | August true up usage days and expenses | September true up usage days and expenses | October true up usage days and expenses |
| Pre-Bill Process | August expense estimate based off the average of the prior 3 months actual expenses (May, June and July) | September expense estimate based off the average of the prior 3 months actual expenses (June, July and August) | October expense estimate based off the average of the prior 3 months actual expenses (July, August and September) | November expense estimate based off the average of the prior 3 months actual expenses (August, September and October) | December expense estimate based off the average of the prior 3 months actual expenses (September, October and November) |

10.3 Dispute Resolution

10.3.1 Participants shall advise the Pool Manager, of any items in an invoice that are disputed in good faith. Disputes can only involve factual discrepancies. Disputes cannot be made on the basis of equity. Such notice shall be given in writing to customerservice@ccmpool.com within 30 days of the receipt of such invoice(s), accompanied by documentation and evidence to support the dispute with the invoiced amount. Invoice number, amount in dispute and reason for dispute must be provided. Failure to provide such written notice shall constitute waiver of any dispute by the Participant. A request for additional information to support the invoice does not constitute a dispute.

10.3.2 The Pool Manager will undertake to reconcile such disputed items within 30 days of receipt of Participant’s written notice and will either provide verification for charges as invoiced or will issue a credit to Participant’s account for any amount not properly invoiced.

10.3.3 Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges or estimates for future periods. Late payment penalties will apply to undisputed amounts.

10.4 Delinquent Payments

10.4.1 Payments by Participants shall be due at the address indicated in the Master Chassis Use Agreement and Master Chassis Contribution Agreement before the thirtieth (30th) day after the date of invoice. Failure to timely pay invoices not being disputed shall result in delinquency rates being assessed.

10.4.2 If a Participant has undisputed amounts owing to the Pool that have not been paid in 30 days, a 1.5% per month interest charge (Tier one) will be assessed on the delinquent amount beginning on the 31st day from the original invoice.

10.4.3 Each monthly interest charge will be invoiced individually and will constitute a separate amount owed distinct from the original amount owed and any other interest charges and will itself give rise to subsequent assessments if not paid timely.

10.4.4 If a Participant has undisputed amounts owing to the Pool that are more than 30 days in arrears (61st day from original invoice), it will be charged a 2.5% per month interest charge (Tier two), assessed on the delinquent amount.

10.4.5 If a Participant has undisputed amounts owing to the Pool that are more than 60 days in arrears, the Pool may, in its discretion, restrict or suspend Participant's chassis usage and/or suspend any other Pool provided service.

10.5 Delinquent Account Funds Distribution

10.5.1 The amounts collected on delinquent accounts, as provided for above, may be redistributed to the non-delinquent Participants on a quarterly basis based on the timeliness of those Participants' payments of their own invoices as follows:

$$\begin{array}{r} \text{Non-delinquent Participant's Invoice Due Date} \\ - \text{ Invoice Payment Date} \\ + \quad 1 \\ \hline = \text{ Participant's Earned Days} \\ \\ \text{Participant's Earned Days} \\ \times \text{ Participant's Total Invoiced} \\ \hline = \text{ Participant's Earned \$ Days} \\ \\ \text{Participant's Earned \$ Days} \\ \div \text{ Total Earned \$ Days} \\ \hline = \text{ Participant's Percentage} \\ \\ \text{Participant's Percentage} \\ \times \text{ Total Late Fees} \\ \hline = \text{ Participant's Share} \end{array}$$

The Pool retains discretion to distribute all or a portion of these amounts based on factors including, but not limited to the availability of funds, outstanding pool obligations, and the amount of any retention deemed necessary or prudent by the Pool to ensure sufficient cash flow in support of ongoing operations.

11. Insurance Expense Apportionment

11.1 Expenses for the coverage of pool insurance policies will be allocated to the Users on a monthly basis based on the User's pro-rata share of all Users' usage days over that period of time, or as otherwise determined by the CCMP Board.

12. Shared General Operating Expense Apportionment

12.1 Shared General Operating Expenses include activities that cannot be attributed to any one Participant. Examples would be as follows:

12.1.1 Gate fees to in-gate or out-gate bare chassis.

12.1.2 Routine Flip (lift on / lift off) expenses such as those resulting from spot shortages, and flips required to replace damaged chassis.

12.1.3 Chassis stacking and unstacking expense not directly related to transport.

12.1.4 Drayage expenses to/from an Overflow Facility due to terminal congestion or other day to day operational concerns of the Pool or Terminals and that does not involve chassis placed in storage primarily due to an increase/decrease in the Pool's overall utilization levels.

12.1.5 Other expenses incurred determined by Pool Manager as common.

12.2 Shared General Operating Expenses will be allocated to the Users on a monthly basis based on the User's pro-rata share of all Users' usage days over that period of time.

12.3 Exclusions from Shared Expense Apportionments include instances where these expenses can be attributed to an individual Participant or Participant(s). These charges shall be for the account of the identified Participant(s). Some examples include, but are not limited to:

12.3.1 Flip charges done for convenience of the User, such as placement on a private, non-pool chassis.

12.3.2 Flips caused by a volume surge that was not properly forecasted by the User.

12.3.3 Expenses levied by a specific Terminal Operator that are higher than other comparable Terminal Operators will be segregated and allocated to the Users of the higher expense Terminal Operator.

13. Bare Chassis Storage

13.1 Storage fees will be calculated monthly and apportioned to Participants in a manner consistent with the formula illustrated below:

$$\begin{array}{r} \text{(Participant's Monthly Contribution Days minus Participant's Monthly} \\ \text{Usage Days)} \\ \div \text{ Pool's Overall Non-Used Contributed Days} \\ \hline = \text{ Assessment} \end{array}$$

The Pool's Overall Non-Used Contribution Days will be determined by subtracting the Pool's total monthly usage days from the Pool's total monthly contribution days.

Participants whose usage exceeds contribution will not have their usage or contribution included in this calculation.

13.2 Storage charges that can be attributed to a specific Participant or Participants will be apportioned to those Participant(s). Examples of such storage expenses may include, but are not limited to:

13.2.1 Chassis held at a Participant's request for off-hire.

13.2.2 Chassis held at a Participant's request for sale.

13.2.3 Chassis held for a claim.

13.2.4 Chassis held for relocation to another pool.

13.3 Notwithstanding the foregoing, from time to time there may be circumstances where certain bare chassis storage expenses warrant exclusion from the expense applied to the above storage formula. At the discretion of the Pool, these expenses may be excluded from inclusion in the bare chassis storage formula and apportioned in a separate manner. In such cases, the CCMP Board will provide notice of any such exclusion to the Participants.

14. Trucking / Drayage Expense Apportionment

14.1 Normal repositioning facilitated to remedy a surplus or deficit will be calculated and apportioned in accordance with the Absolute Imbalance Formula.

14.2 Drayage to and from long-term storage facilities will be apportioned per the storage formula. These expenses will be added to all other amounts relating to the movement of chassis, and storage in a facility. In instances where these expenses can be attributed to an individual Participant, the charges shall be for the account of that Participant. A blatant pattern of use must be evident when direct billing to a Participant is pursued. Removal of chassis from long-term storage facilities will be done in the most cost effective manner, when possible, and may include draying out direct for use by pool Users, without being drayed to a short-term storage depot.

14.3 **Summary of trucking and drayage expenses:**

14.3.1 Imbalances to be charged based on the absolute imbalance formula.

14.3.1.1 Drayage expenses to/from an Overflow Facility primarily due to terminal congestion or other practical operational concerns of the Pool and/or Terminal Operators may, at the discretion of the Pool, be distributed to Participants using that facility and apportioned via the General Operating Expense apportionment formula set forth under Section 12.

14.3.1.2 Drayage expenses to/from an Overflow Facility for purposes of storage primarily due to an increase/decrease in the Pool's overall Utilization Levels (and not terminal congestion or other day to day operational concerns) to be added to the Participant's storage fees and apportioned via the formula set forth under 15.3.4.

14.3.2 In the DCCP (DCCS) Salt Lake City only, because there is only one Common Facility, shared repositioning costs will be allocated to the Users on a monthly basis based on the User's pro-rata share of all Users usage days over that period of time.

14.3.3 Costs of repositioning will be shared according to the following "absolute imbalance" formula. The Theoretical Cost to resolve a User's imbalance is based on the net imbalance among all Common Facilities.

$$\begin{array}{r} \text{Theoretical Cost to Resolve a User's Imbalance} \\ \div \text{Total of All Theoretical Repositioning Costs} \\ \hline = \text{Allocated Repositioning Percentage} \\ \\ \text{Allocated Repositioning Percentage} \\ \times \text{Total Actual Repositioning Expense for Pool} \\ \hline = \text{Repositioning Assessment} \end{array}$$

14.4 **Exceptions to Use of Absolute Imbalance Formula.** In the event that repositioning costs are incurred due to shifts in utilization rather than migration of assets, the Pool Manager is to effect repositioning necessary to compensate for same and allocate costs between responsible Users.

It is also recognized that there may be situations where a User may redirect its chassis to save costs for the pool. In these instances, the User redirecting equipment will not be charged for imbalance and will be compensated at a pre-agreed level by the pool for any additional costs connected with this diversion, provided that each case is approved, in advance, by the Pool Manager.

15. Payment and Reimbursement for Parking and Traffic Violations Arising out of the Use of a Chassis.

15.1 In certain instances, parking or automated traffic citations (including red light violations or automated speeding tickets) may be issued to the owner of a Chassis contributed to the Pool because, for example, a traffic camera captures the Chassis' license plates rather than the tractor's license plates or because the issuing authority issues a parking citation to the registered owner of the Chassis. Where such citations relate to activity that occurred during a Use Period and the citation and required documentation is received by the Pool as set forth below, the costs of the citation will be billed to the applicable User pursuant to the following procedures:

15.2 Upon receipt of parking or automated traffic citations, the Pool will process Contributor's invoice for payment and issue a charge in the same amount to the User of the Chassis during the applicable Use Period (as determined by the date and time information on the citation).

15.3 If the Pool is able to determine the motor carrier that had the Chassis in use during the applicable Use Period, upon the request of a User, the Pool will issue an invoice to the motor carrier (including any administrative charges assessed hereunder). The Pool will issue a credit to the User on its next monthly invoice in the amount of any payment received by the Pool from the motor carrier.

15.4 The Pool reserves the right to impose an administrative charge to the User for the issuance and processing of third-party invoices to motor carriers requested by User hereunder.

15.5 CCM will not be responsible for paying any late fees incurred by the equipment owner for not processing fines and/or citations in a timely manner.

16. Toll Charges

16.1 The Pool Manager will employ a service to handle all toll charges where the chassis license plate is used to determine that a CCM Pool chassis was being used and a toll went unpaid via transponder, cash, or other means. Toll charges plus fees charged by the service will be passed on to both the User of the chassis and the motor carrier who was using the chassis at the time of the toll. The process will be administered as follows:

16.1.1 CCM will provide a fleet file to service along with the regular updates of chassis coming out of the Pools.

16.1.2 The service will register the fleet with the tolling authorities. Anytime a toll is not paid via transponder, cash or other means, the license plate will be read, and the toll will be forwarded immediately to the service, on CCM's behalf. This will eliminate jurisdiction administration fees.

16.1.3 The service will provide CCM with a file of tolls incurred on a monthly basis. CCM will, in turn, review the toll to ascertain who the using motor carrier was.

16.1.4 CCM will invoice all of the tolls along with an administrative fee to the User of the chassis. Concurrently, CCM will invoice the motor carrier, on the User's behalf. Once

payment is received from the motor carrier, the User will receive credit in the monthly member's invoice.

16.1.5 Administrative fees will be communicated to all members.

16.1.6 Pool members using a similar type service for their own business should ensure that any Pool contributed chassis are not enrolled by them, under their own program. CCM must be the sole party receiving the toll invoices.

16.1.7 Each User should ensure that administrative fees for tolls are covered in their or their Customer's interchange agreements with motor carriers.

16.1.8 In the event that the User and Motor Carrier cannot be determined through CCM data and research, toll charges and fees will be included in the General Operating Expense Apportionment.

17. Maintenance & Repair Expense Apportionment

17.1 **M&R Initial Assessment:** Users will be billed actual M&R costs based on the share of the Pool's M&R expense that is attributable to the Chassis that were contributed by the User. To determine this amount, the following formulas will be applied:

$$\begin{array}{r} \text{Actual Cost to Maintain Participant's Contributed Chassis} \\ \div \text{The Number of Days the Pool Used the Participant's Chassis} \\ = \text{M\&R Cost Per Use Day} \end{array}$$

$$\begin{array}{r} \text{M\&R Cost Per Use Day} \\ \times \text{the Number of Days the Participant Used Pool Chassis} \\ = \text{Participant's Initial M\&R Assessment} \end{array}$$

17.2 **M&R Difference Allocation:** If the Pool's actual M&R costs differ from the total assessment, Users will be credited or debited on an apportioned basis.

$$\begin{array}{r} \text{User's M\&R Assessment} \\ \div \text{Total of Pool's M\&R Costs Assessed} \\ = \text{User's Monthly M\&R\%} \end{array}$$

$$\begin{array}{r} \text{User's Monthly M\&R \%} \\ \times \text{Pool's Actual M\&R Costs (surplus/deficit)} \\ = \text{User's M\&R Difference Allocation (surplus/deficit)} \end{array}$$

17.3 **M&R Total Assessment:** The total M&R assessment will be the sum of the User's Initial M&R Assessment and the User's M&R Difference Allocation.

17.4 **Exceptions to Use of M&R Apportionment Formula.** From time to time there may be circumstances where certain repair expenses warrant exclusion from the expense applied to the M&R Apportionment Formula. Examples would include, but not be limited to, such things as repairs to Chassis following a Contributor's notice of withdrawal of the Chassis from a Pool

pursuant to 17.4.1; non-standard repairs or repairs on non-standard equipment; local operating procedures that differ from the norm, but are accepted practice for a specific location; repairs that are the result of claims or incidents where some, but not all, Participants have shared interest, and occasions where a Participant requests special repairs that exceed the common pool standard. At the discretion of the Pool, certain types of maintenance expense may be excluded from inclusion in the M&R Apportionment Formula and apportioned in a separate manner.

17.4.1 M&R Apportionment following Notice of Withdrawal of Chassis.

Following a Participant's tendering of notice of withdrawal of some or all its Chassis from a Pool (including a notice of termination of pool participation), or upon Pool's notice of termination of its agreements with Participant, except where withdrawal of some of the Participant's Chassis occurs at the request of the Pool or as otherwise agreed by the Pool Manager, Manager shall prepare an estimate of the cost to repair the withdrawn Chassis to the Standards. Participant may instruct the Pool to proceed with such repairs or decline to do so, waive the pool's obligation to repair the Chassis, and accept the Chassis "as is". If Participant elects to have the Pool repair the Chassis, the costs to repair the withdrawn Chassis shall be excluded from the M&R Apportionment Formula and billed directly to the Participant.

18. Pool Management Expense Apportionment

18.1 A Pool Management fee will be assessed each month based on the total contractual cost of pool management expenses for that month. The Pool Management expense will be allocated to each Participant based on the Participant's proportional share of all Participants' Usage Days over that period of time.

19. Over Utilization Expense Apportionment

19.1 **Calculations.** Calculations for the items listed below will be based on total Usage Days on a weekly basis (defined as Sunday through the following Saturday) and by chassis size group (i.e. 20' and 40'/45' measured independently).

19.2 **Over-Utilization Charges.** Over-Utilization charges will be assessed using the following methodology.

19.2.1 Over-Utilization charges will only be assessed for any given week if either the Pool is over the Stress Trigger, or a User's Utilization Level exceeds the Stress Trigger by more than 5% (10% for SACP).

19.2.2 If the pool is operating below the Stress Trigger, but a User's Utilization Level is more than 5% over the Stress Trigger in any Pool except for SACP, or more than 10% over the stress over the Stress Trigger in the SACP, the User will be assessed an Over-Utilization charges as follows:

19.2.2.1 \$4.00 for each of the User's Usage Days that exceed the Stress Trigger by more than 5% in any Pool except for the SACP, or

more than 10% over the Stress Trigger in the SACP, up to a 100% Utilization Level; and

19.2.2.2 \$10.00 for each Usage Day that User the User's Utilization Level is above 100%.

19.2.3 If the pool is operating above the Stress Trigger, the User will be assessed Over-Utilization charges as follows:

- Member days between the stress trigger and 85% - \$4 for each day
- - Member days between 85% and 100%, \$8 for each day (plus \$4 for each day up to the 85% level) .
- - Member days over 100% - \$12 (plus \$4 for days between the stress trigger and 85%, and \$8 for days between 85% and 100%).
-

19.3 Limits to Chassis Usage. Whenever a User's weekly Utilization Percentage exceeds the Stress Trigger during the same week the Pool's Utilization Percentage exceeds the Stress Trigger the Pool may limit a User's Chassis usage until such time as the User's Utilization Percentage drops below the Stress Trigger for the week.

19.3.1 Selective Grounding. Whenever chassis demand exceeds supply at a given location and repositioning cannot be effected in time to prevent equipment shortages, the Pool Manager may implement selective grounding of Over-Utilizing User's containers until such time as the User's Utilization Percentage drops below the Stress Trigger for the week. If approved, the following procedure shall be used to selectively ground containers. This policy will require the cooperation of the Terminal Operator. Any costs incurred are for the account of the Over-Utilizing Users.

19.3.2 Procedure. Once the shortage is identified and the Pool Manager determines that there is no short term remedy, the Pool Manager will notify the Terminal Operator to selectively ground inbound equipment, by User, based on the criteria listed below.

19.3.2.1 Utilization is measured by size and type, and as a result selective grounding will be done by size and type. Users over the Stress Trigger will be grounded in order of degree of Over-Utilization where the highest Over-Utilizing Users will be the first to have their containers grounded.

19.3.2.2 Grounding will continue until the User falls back under the Stress Trigger for the week. In the event that further selective grounding of containers is required for those Users who fall under the Stress Trigger, due to severe or chronic shortages, the policy will be to pro rate the grounding in order of the highest utilized User.

Note: Pickups of chassis may also be restricted during a period of severe shortage.

19.4 Costs Incurred as a Result of Over-Utilization. In addition to Over-Utilization charges, any costs incurred as a result of overutilization which can be identified as attributable to over-utilizing Users will be assessed to those over-utilizing Users as follows:

The types of costs which will be considered include grounding charges at terminals, lift charges, terminal storage due to lack of chassis, chassis splits, and/or imbalance costs resulting from over-utilization of Pool equipment.

The above costs will be allocated based on the User's pro rata share of over-utilization, calculated by dividing the number of Chassis use days a User is Over-Utilized by the total number of chassis use days all Users are over-utilized.

$$\begin{array}{r} \text{User's Over-Utilized Chassis Days} \\ \div \text{Total Over-Utilized Chassis Days} \\ \hline = \text{User's Percentage of Over-Utilization Expense} \end{array}$$

$$\begin{array}{r} \text{User's Percentage of Over-Utilization Expense} \\ \times \text{Total Over-Utilization Expense} \\ \hline = \text{User's Over-Utilization Expense Assessment} \end{array}$$

Costs incurred as a result of usage not forecasted and costs incurred due to abnormal intra-regional volume changes that can be identified as attributable to specific Users will be apportioned to those Users by the Pool Manager.

19.5 Over-Utilization Distribution. At the discretion of the CCMP Board, monies generated from Over-Utilization may be returned to Participants proportionately based on the number of Usage Days each Participant is under their Contribution Days for a Chassis type. Swaps will be included in the calculation.

Over-Utilization monies will be distributed to Participants according to the following formula.

$$\begin{array}{r} \text{Participant's Contribution Days} \times (\text{Stress Trigger} + 5\%) \\ - \text{Participant's Usage Days} \\ \hline = \text{Participant's Contributed Excess} \end{array}$$

(FOR SACP ONLY)

$$\begin{array}{r} \text{Participant's Contribution Days} \times (\text{Stress Trigger} + 10\%) \\ - \text{Participant's Usage Days} \\ \hline = \text{Participant's Contributed Excess} \end{array}$$

If the Participant's Contributed Excess is a negative value, the Participant will not receive a share of the distributed Over-Utilization monies and Contributed Excess should be set to 0.

$$\begin{array}{r} \text{Participant's Contributed Excess} \\ \div \text{Total of all Participants' Contributed Excess} \\ \hline = \text{Participant's Distribution Percentage} \end{array}$$

$$\begin{array}{r} \text{Participant's Distribution Percentage} \\ \times \text{ Monies to be Disbursed} \\ \hline = \text{Participant's Over-Utilization Distribution} \end{array}$$

19.6 The Pool retains discretion to distribute all or a portion of these amounts based on factors including, but not limited to the availability of funds, outstanding pool obligations, and the amount of any retention deemed necessary or prudent by the Pool to ensure sufficient cash flow in support of ongoing operations.

20. Alternative Billing Procedures for Costs Associated with Withdrawal

20.1 Pursuant to Articles 3.1 and 3.3 of the Master Chassis Use Agreement, following a Participant's tendering a notice of withdrawal of some or all of its Chassis from a Pool (including a notice of termination of pool participation) or upon Pool's notice of termination of its agreements with Participant, the following alternative billing procedures shall apply as of the date of the notice and shall be deemed incurred by Participant as of that date:

20.1.1 In addition to cost allocations set out in Section 13 and Section 17.4.1, except where withdrawal of some of the Participant's Chassis occurs at the request of the Pool or as otherwise agreed by the Pool Manager, the following shall apply with respect to any formula for the apportionment of costs contained in this manual that is based (in whole or in part) on usage including, but not limited to, apportionment of costs for repositioning, insurance, shared general operating expenses, or maintenance and repair. If, during any month following notice of withdrawal or termination, there is a significant reduction in the Participant's usage then the cost of any service or charge incurred by the Pool prior to the date of notice shall be allocated to the withdrawing Participant based on its pro-rata share of Usage Days over the six months prior to the notice. With respect to M&R costs, such costs will be deemed to have been incurred prior to the notice if the last Usage Day associated with the Chassis occurred prior to the date of notice. With respect to insurance costs, such costs will include premium costs committed to by the Pool in effect as of the last policy renewal date and until the next renewal date.

As used in this section, a significant reduction in usage means more than a 50% reduction in Usage Days when compared to Participant's prior 6 month average as measured as of the date of notice or more than a 50% reduction in the Participant's percentage of total Usage Days for the Pool when compared to Participant's prior 6 month average as measured as of the date of notice.

20.1.2 Except where withdrawal of some or all of the Participant's Chassis occurs at the request of the Pool or as otherwise agreed by the Pool Manager, Participant shall be assessed a charge per withdrawn chassis based on costs associated with the withdrawal of the chassis, the reduction in the Pool fleet size (e.g., costs associated with reduction or termination of pool operations), and the Pool's projected pool management expenses for the next twelve (12) months. Participant must pay this assessment as well as any other amount due and owing to Pool prior to the release of its chassis.

21. Incident Reporting and Claims Management

21.1 Notification of Claims Occurrences. Participants will provide immediate notice of any Claim Occurrence to pool risk management staff as follows:

For DCCP: DCCPRISK@ccmpool.com
For MCCP: MCCPRISK@ccmpool.com
For SACP: SACPRISK@ccmpool.com
For MWCP: MWCPRISK@ccmpool.com

In addition, notice must also be provided to:

David Loh
KMA Zuckert
1350 Broadway , Suite 2410
New York, NY 10018

Direct: 212-991-5914
Main: 212-922-0450
E-Mail: dloh@ccmpool.com

Jeffrey Lawrence / Joshua Stein
CCM General Counsel
C/O Cozen O'Connor
1200 19th Street NW
Washington, D.C. 20036

Telephone: 202-463-2504/34
E-Mail: jlawrence@cozen.com
jstein@cozen.com

Such notice shall be provided in the format required in the Chassis Pool Incident Report form (available in the Customer Tools/Resources section of the CCM Website, <http://www.ccmpool.com>) and the instructions thereto, as may be amended from time to time. Users shall include a requirement to provide such notice in their agreements with Customers, vendors retained by the User for work associated with Chassis, or motor carriers to who Participants interchange or provide Chassis. If the incident occurs after business hours, on a weekend or holiday, in addition to any other means of notice, a verbal notice by phone is required to Director, Risk Management at the above number.

21.2 Claim Incident Files. Upon receipt of notice of a Claim Occurrence from any involved party, the Director, Risk Management will open a Claim Incident File for the investigation of the Claim Occurrence and shall direct Pool personnel to place the Chassis on hold from use, repair, or other modification as deemed necessary by the Director, Risk Management.

21.3 Discussion of Claims Occurrences. Individuals or entities affiliated with Users, Contributors, or their respective customers, agents, or vendors should not discuss Claims Occurrences outside of their respective companies or admit liability unless under the direction of CCM Counsel or the Director, Risk Management.

21.4 Service of Official Notices or Claims Correspondence. Upon receipt of legal complaint or summons, spoliation notice from a potential claimant or other communication from legal counsel for a party involved in a Claims Occurrence, or other notice of legal action, any Participant must provide immediate notice of same to the Director, Risk Management. If the legal action is the first notice of claim, the Director, Risk Management will open a Claim Incident File.

22. Insurance Requirements

22.1 **For Users and Contributors.** All Users and Contributors are required to procure and maintain Chassis Liability Insurance covering third party claims for property damage, bodily injury and death, claims for damages for physical loss and damage of equipment, and endorsed or written to cover contractual liability and indemnity obligations of Users and Contributors under Master Chassis User and Contribution Agreements with Pool. Additional requirements:

22.1.1 Limits of liability shall be not less than Thirty Million US Dollars (\$30,000,000) for combined single limit.

22.1.2 May not be cancelled or modified without thirty (30) days prior written notice to Pool.

22.1.3 Occurrence based.

22.2 If User uses its own tractor to transport Chassis over the road, then User must carry similar amounts of automobile insurance, subject to the same requirements.

22.3 User and its insurer shall waive all subrogation rights against any Contributor and any other Pool chassis Users and their insurers with respect to any liability or Claims arising from or in connection with the use of the Chassis by User during a use period.

22.4 The aforesaid policy (ies) will be endorsed to provide the Pool and its Pool Manager with thirty (30) days written notice prior to cancellation or reduction in coverage required by this Agreement. The insurance policies shall be issued by insurance companies with a Best's rating of at least B+ or equivalent, and shall be subject to the Pool and its Manager's approval, which shall not be unreasonably withheld. Users and Contributors shall provide the Pool with certificates of insurance prior to the use of Chassis.

22.5 Certificates of Insurance should be sent to:

Mr. David Loh
KMA Zuckert
1350 Broadway, Suite 2410
New York, NY 10018
Direct: 212-991-5914
Main: 212-922-0450
E-Mail: dloh@ccmpool.com

22.6 **For Pools.** Pool shall procure and maintain Chassis Liability Insurance in the amount of at least Thirty Million U.S. Dollars (\$30,000,000) covering third party claims for property damage, bodily injury and death, claims for damages for physical loss and damage of equipment, and endorsed or written to cover Pool's contractual liability and indemnity obligations under this Agreement. The aforesaid policy(ies) will be endorsed to provide CCMP Board and its manager with thirty (30) days' written notice prior to cancellation or reduction in coverage required by this Agreement. Pool shall provide User upon User's request with evidence of this insurance.

23. Amendments

23.1 The Operations Manual may be amended at the discretion of the CCMP Board of Managers. The amendments and version number of the Operations Manual will be maintained and recorded herein. The Pool Manager will notify all pool participants of any revisions in a timely manner.

Exhibit A: Chassis Induction Report


CCM CHASSIS INDUCTION REPORT

Inter-Pool Transfer
 From _____ to _____
 (Pool) (Pool)

Pool Marking: DCCP MCCP SACP
 (Circle One) MWCP GCCP COCP

Coop [] De-Coop []

 City / State

| | | |
|---|--|------------------------|
| Chassis Number: | VIN #: | |
| Chassis Contributor: | Date Manufactured: / / | License Number: |
| Facility of Inspection: | Manufacturer: | License Exp. Date: / / |
| FMCSA Date: / / | Date Re-Mac: / / | State of Registration: |
|  | Chassis Size / Type (Circle One): <u>20'</u> <u>40'</u> <u>45'</u> <u>40'/45'</u> <u>40'/45'/48'</u> <u>Tri-Axle</u> <u>Underlung/Genset Chassis</u> | |

INSPECTION NOTE:

If any exceptions are noted they must be repaired before induction into (THE POOL). All expenses resulting from this inspection and subsequent repair are for the account of the owner. Upon completion of the inspection and acceptance into (THE POOL) the chassis shall have 4" (THE POOL) stenciled on each of the main rails and 2" (THE POOL) stenciled on the front and rear bolsters in a contrasting color. This is for the account of the owner.

Limit for Automatic Repair - \$150.00 USD and the cost of 1 the plus labor to install. If the needed repairs for induction exceed this limit, the owner shall receive an estimate of repair within 24 hours of inspection and shall have 5 working days to render a decision as to whether to proceed with repairs or remove the chassis from facility where it was inspected. Completed form should be sent via email as a PDF attachment to the respective Pool Manager and M&R Manager.

| Item | Accept | Decline | Repaired | Tires | Accept | Decline | Repaired |
|--------------------------|--------|---------|----------|-------|--------|---------|----------|
| Front Bolster | | | | LIF | | | |
| Front Locking Devices | | | | LOF | | | |
| Gladhands & Connections | | | | LIR | | | |
| Air Lines | | | | LOR | | | |
| Main Rails | | | | RIF | | | |
| Main Rail Crossmembers | | | | ROF | | | |
| Landing Gear | | | | RIR | | | |
| Landing Gear Shoes | | | | ROR | | | |
| Landing Gear Mounts | | | | | | | |
| Landing Gear Braces | | | | | | | |
| Crank Handle | | | | | | | |
| Radius Rods | | | | | | | |
| Air System / Relay Valve | | | | | | | |
| Brakes / Adjustment | | | | | | | |
| Wheel Seals—Grease | | | | | | | |
| Wheel Seals—Oil | | | | | | | |
| Brake Chambers | | | | | | | |
| Slack Adjusters | | | | | | | |
| Rear Bolsters | | | | | | | |
| Rear Locking Devices | | | | | | | |
| ICC Bumper | | | | | | | |
| Mud Flaps | | | | | | | |
| Mud Flap Brackets | | | | | | | |
| Lights / Electrical | | | | | | | |

NOTE: Rims / Studs / Clamps shall also be inspected

- CIR CHECKLIST**
1. FMCSA Date <90 or >90
 2. Chassis stenciled all 4 sides of chassis
 3. Form is signed
 4. Remember repair limits
 5. Prepare estimate if over limit @ the inspection
 6. Send estimate to owner within 24 hours

▶ VENDOR COMPANY NAME: _____

▶ DATE _____ [] ACCEPTED [] DECLINED

▶ DATE ACCEPTED AFTER OWNER APPROVAL _____

▶ INSPECTOR (PRINT & SIGN): _____

CIR Chassis Exclusion Conditions

Any chassis exhibiting any of the conditions listed below are not acceptable for contribution to a CCM Pool.

A. General Condition:

- i. Chassis with design and /or manufacturing defects as may be determined.
- ii. Chassis with major damages deemed not economically repairable by contributor.

B. Corrosion. Any chassis with excessive corrosion/deterioration (rust through) to one or more primary component. Primary components to include:

- i. Bolsters
- ii. Main rails
- iii. Bogie rails
- iv. Coupler plate assembly
- v. Suspension components

C. Design

- i. (FOR SACP ONLY) Chassis without LED lights, Anti-Lock Braking Systems (with at least 5 years of remaining brake life), and radial tires.
- iii. Chassis with non-west coast axle settings
- iv. 3 or 4 hole hub cap axles
- v. Old style suspension with cast hangers
- vi. Chassis with more than 3 leaf springs
- vii. Flush back non sliding 23' bogie chassis
- viii. Chassis with worn brakes
- ix. Chassis with 4 single brake chambers
- x. Chassis with Budd style wheels.
- xi. 40 foot chassis with main rails of less than 12 inches in height
- xii. 20 foot chassis with main rails of less than 10 inches in height

- xiii. Chassis with gooseneck rails exceeding 6 inches in height
- ivx. Open faced or “C” Channel front bolsters
- xv. Chassis with small capacity single tank brake systems

Exhibit B: DEPRECIATED REPLACEMENT VALUE SCHEDULE

| Age of chassis in years from the year of manufacturer | Replacement Cost |
|--|-------------------------|
| <1 | \$11,300.00 |
| 1 | \$10,905.00 |
| 2 | \$10,510.00 |
| 3 | \$10,115.00 |
| 4 | \$9,720.00 |
| 5 | \$9,325.00 |
| 6 | \$8,930.00 |
| 7 | \$8,535.00 |
| 8 | \$8,140.00 |
| 9 | \$7,745.00 |
| 10 | \$7,350.00 |
| 11 | \$6,955.00 |
| 12 | \$6,560.00 |
| 13 | \$6,165.00 |
| 14 | \$5,770.00 |
| 15 | \$5,375.00 |
| 16 | \$4,980.00 |
| 17> | \$4,800.00 |

The above Schedule applies to chassis owned or leased by the Contributor. Depreciated Replacement Value shall be calculated from the year of manufacture, or as applicable, the year of remanufacture of the chassis. For contributed chassis that have been leased by the Contributor, the depreciated replacement value amount, when evidenced from a pre-existing contract and as invoiced by the chassis lessor to the Contributor/lessee, will be deemed to be the Replacement Cost for purposes of this Schedule.

In cases where railroad damage or loss recovery is governed by AAR rules, Contributors may be required to provide proof of purchase cost and supporting depreciation documents in order to obtain reimburseme

Exhibit D: FLEET TRANSFER WITHIN A CCM POOL

Pool Participant Fleet Transfer within a CCM Pool Procedural Requirements

1. **Transferring and Acquiring Pool Participants** must complete a fleet transfer request form (available on CCM's website) and submit the completed form, signed by both parties, to CCM.
 - A. **Acquiring Pool Participant and Pool Management** will agree on process for any installation of new chassis license plates.
 - B. **Pool Management** will confirm the target date of the fleet transfer upon provision of all of the above information.

Exhibit E: Sub Pool Fleet Tracking

Denver Consolidated Chassis Pool LLC (DCCP)

- DCCD - Denver region
- DCCS - Salt Lake City region.

Midwest Consolidated Chassis Pool LLC (MWCP)

- MWCK - Kansas City region
- MWCS - St. Louis Region

Exhibit F: Target Utilization Range and Stress Triggers

The Target Utilization Range and Stress Triggers are as follows:

1. Denver Consolidated Chassis Pool LLC (DCCP)

| Region | Equipment Type | Target Utilization Range | | Stress Trigger |
|----------------|-----------------|--------------------------|--------------------------|----------------|
| | | Lower Limit | Upper Limit/Stress Level | |
| Denver | 20' Chassis | 50% | Up to 52% | 52% |
| Denver | 40'/45' Chassis | 55% | Up to 62% | 62% |
| Salt Lake City | 20' Chassis | 55% | Up to 54% | 54% |
| Salt Lake City | 40'/45' Chassis | 50% | Up to 65% | 65% |

2. Mid-South Consolidated Chassis Pool LLC (MCCP)

| Region | Equipment Type | Target Utilization Range | | Stress Trigger |
|-------------|-----------------|--------------------------|--------------------------|----------------|
| | | Lower Limit | Upper Limit/Stress Level | |
| Entire Pool | 20' Chassis | 54% | Up to 71% | 71% |
| Entire Pool | 40'/45' Chassis | 57% | Up to 74% | 74% |

3. Midwest Consolidated Chassis Pool LLC (MWCP)

| Region | Equipment Type | Target Utilization Range | | Stress Trigger |
|-------------|-----------------|--------------------------|--------------------------|----------------|
| | | Lower Limit | Upper Limit/Stress Level | |
| St. Louis | 20' Chassis | 44% | Up to 64% | 64% |
| St. Louis | 40'/45' Chassis | 51% | Up to 76% | 76% |
| Kansas City | 20' Chassis | 55% | Up to 70% | 70% |
| Kansas City | 40'/45' Chassis | 56% | Up to 76% | 76% |

4. South Atlantic Consolidated Chassis Pool LLC (SACP)

| Equipment Type | Target Utilization Range | | Stress Trigger |
|-----------------|--------------------------|--------------------------|----------------|
| | Lower Limit | Upper Limit/Stress Level | |
| 20' Chassis | 52% | Up to 74% | 74% |
| 40'/45' Chassis | 55% | Up to 75% | 75% |