

Addendum A to Master Chassis Use Billing Agreement

SACP POOL ADVANCE COMMITMENT DISCOUNT AGREEMENT

A. Basic Elements of the SACP Advance Commitment Discount Program (ACD)

1. In addition to the base rates available under the volume tiers in the SACP Tariff, Users will also have the ability to access further discounted rates based on an advance commitment to the SACP Pool pursuant to the terms set forth in this Addendum A. Except as provided herein, the SACP Tariff and Master Chassis Interchange Agreement or Master Chassis Use Billing Agreement (as applicable)(each a "User Agreement") will govern all usage subject to the ACD program discount.
2. Advance commitments to the Pool are important as they assist the Pool manager (CCM) in assessing the anticipated number of chassis that the Pool must acquire to meet anticipated demand for chassis. At the same time, accurate commitments are important to avoid unnecessary Pool costs through acquisition of excess chassis.
3. Pool Users making the advance volume chassis usage commitments to the SACP Pool will have the opportunity to receive Pool rental rates which are \$2/Usage Day lower than are available under the Base Rate Schedule for Tiers 2-5. The Base Rate Schedule is subject to adjustment from time to time pursuant to the procedures in the SACP Tariff.
4. Effective October 1, 2025, the following Advance Commitment Discount rates will apply:

Tier 2-- \$17.12/Usage Day instead of \$19.12/Usage Day
Tier 3-- \$14.43/Usage Day instead of \$16.43/Usage Day
Tier 4--\$12.38/Usage Day instead of \$14.38/Usage Day
Tier 5 --\$10.32/Usage Day instead of \$12.32/Usage Day
5. The measurement period for the purposes of application of the ACD shall restart annually as of the same date provided for in the SACP Tariff for the purposes of calculation of base rates. For the avoidance of doubt, at each restart of the measurement period, Tier 1 rates shall apply until higher volumes are achieved.

B. Qualifying for the Advance Commitment Discount

1. In order to qualify for the ACD discount rates, Users have the option to commit a specific volume of chassis Usage Days to the Pool per Pool Year (October 1- September 30) in advance for three years at Tier 2 levels and above **or** make a commitment of a percentage of their total marine intermodal chassis usage days to the Pool for which they have paid a chassis rental or lease fee within the geographic scope of the SACP Pool during each Pool Year for the same three year period. For the purposes hereof, usage of chassis within the geographic scope of the SACP Pool shall include usage of chassis transporting cargo to or from marine or rail facilities served by the SACP Pool as listed on www.ccmpool.com.

C. The Two Advance Commitment Options to Qualify for the ACD

1. Specific Volume Commitment

The \$2/Usage Day ACD discount would apply to a User's committed volume during a given Pool Year, as well as amounts within 10% above the committed volume. Shortfalls below the committed volume would be billed at \$5/Usage Day below the committed amount. For example, if User Z commits to 200,000 Usage Days, Z would get the discount for up to 220,000 Usage Days per Pool Year and the discount would not apply above this amount. User Z would pay a penalty of \$5/Usage Day for any annual shortfall below 200,000 Usage Days per Pool Year.

In years 2 and 3 of the 3-year commitment a User may adjust the volume commitment downward for the following Pool Years by up to 10% per year at the end of the first and/or second year of the 3-year commitment period. There is no limit on the volume of any annual upward adjustment.

2. Percentage Commitment

A User seeking the ACD discount of \$2/Usage Day for Tiers 2-5, but not able or willing to make an advance commitment of a specific volume, can make an advance three (3) year commitment to use the Pool for at least 95% of its total marine chassis requirements for which it paid rental or lease charges within the scope of the Pool for the relevant Pool Year.

Users signing up for this option would certify to CCM between the October 1 and November 30 period immediately following the relevant Pool Year that it has used the Pool for at least 95% of its chassis usage requirements within the SACP scope during that year as to which it was responsible for payment of rental or lease charges. The form of certification is attached to this Addendum A.

CCM shall have the right to have a third-party auditor confirm the accuracy of the certification. To the extent the Pool did not get at least 95% of the User's chassis usage for which it effectuated lease and rental payments in the just concluded Pool Year, the User shall pay \$5/Usage Day for the shortfall below 95%. In the event the certification by User was inaccurate due to knowing, intentional, or material disregard for the accuracy of the certification, or if the actual use percentage was below 85% of User chassis usage within the SACP scope, CCM in its discretion shall also have the right to a) rerate the usage amount for that Pool Year at the regular tariff rate, and/or b) terminate the ACD program participation by that User and its participating affiliates for the ensuing Pool Year(s).

3. Payment and Collection Costs

Payments for shortfall amounts and other amounts due hereunder shall be made to CCM within thirty (30) days of the date of transmission of an invoice to the User. In the case of an audit which concludes that percentage amounts were inaccurate, the costs of the audit shall be for the account of the User. With respect to amounts owed to CCM hereunder, all legal, court, and related costs of collection plus interest shall also be for the account of User. Nothing herein in any way limits remedies and rights of CCM or the SACP granted under the SACP Tariff or User Agreement, or which are otherwise available in law or equity.

4. Permitted Adjustments to ACD Commitments

A User that has made a three (3) year ACD commitment may be relieved of a penalty for failing to meet a volume or percentage commitment obligation under the Addendum for a given Pool Year to the extent such failure to meet a volume or percentage commitment was caused by a Force Majeure event (defined as war, earthquakes, hurricanes and similar severe natural disaster events, floods, fire, pandemic, and similar Acts of God beyond the control of the User, but excluding commercial contractual, business, or economic problems or developments) or to the extent the Pool is unable to supply chassis to User in a timely fashion. Any claim for a reduction in a penalty amount due to Force Majeure or failure of the Pool to supply a chassis must be validated by User completing an online form (or providing the completed form to a SACP or CCM help desk where available) within 48 hours of the Force Majeure event (or as soon thereafter as is reasonably possible to complete such a form) or the day of the claimed failure of the Pool to supply chassis.

5. Records

For all purposes hereunder the records of the SACP pool and CCM shall be the authoritative and governing records of chassis use by a User with respect to SACP chassis and information in such records shall be binding on both parties absent evidence to the contrary.

6. Pool and CCM Disclaimer of Liability

SACP and CCM shall not be responsible for any direct, indirect, consequential, compensatory, or other damages relating to or arising out of the failure of the Pool or CCM to supply chassis at any given time, place, or amount. Other limitations on liability, indemnities, and insurance requirements are set forth in the User Agreement and tariff and apply to usage hereunder.

7. Affiliated Entities

User may elect to have its volume aggregated with affiliated entities that are separately registered with CCM as Users for the purposes of meeting volume commitments, provided that User and such entities are a wholly owned parent and subsidiary or 100% commonly owned. To the extent entities elect to do so, they agree to be held jointly and severally liable under all provisions hereof and for all other provisions of the SACP Tariff and applicable User Agreement with respect to all liabilities, costs, claims, requirements, and other obligations set forth therein.

D. Termination

For the avoidance of doubt, in the event of a termination of the User Agreement by User, any User that has executed this Addendum A shall remain liable for the aggregate amount of (i) any shortfall penalties set forth herein with respect to Chassis that the User does not use, for each year of the advance commitment discount, and (ii) the difference between the base rate and the advance commitment discount rate for each Chassis that the User used during any one or more years of the advance commitment discount.

Notwithstanding the foregoing, User shall have the option of terminating this Addendum effective no earlier than the end of a Pool Year by providing thirty (30)

days written notice to CCM of intent to terminate if Pool Rates for the preceding Pool Year have been or will be increased by more than the change in the United States Department of Labor Bureau of Labor Statistics CPI (All Urban Consumers, All Items, 1982-1984, Not Seasonally Adjusted, Series I.D. CUUR0000SA0) for the twelve (12) months ending on June 30th prior to the start of the next Pool Year. In the event User exercises the option to terminate hereunder, User shall not be liable for (i) any penalty with respect to the next Pool Year for a User submitting a termination notice under this paragraph effective on or after the end of the current Pool Year, or (ii) payment of the difference between the base rate and the advance commitment discount rate for each Chassis that the User used during any one or more years of the advance commitment discount. In the event of a rate increase(s) cumulatively totaling more than the foregoing amount which are applicable during the next Pool Year, notice of termination must be submitted within sixty (60) days of filing of the rate change in the SACP Tariff. In the event of a termination under this paragraph during the final Pool Year, all obligations shall be prorated to the effective date of the Termination.

E. Amendments

For purposes of this Section E, "Permitted Amendments" means any modifications or amendments to the User Agreement that are generally applicable to all Users and (i) are required by applicable law, rule, regulation or order or (ii) other than any adverse modifications or amendments described in the preceding clause (i), are not adverse to the User party to this SACP Pool Advance Commitment Discount Agreement.

Neither this Addendum A nor the User Agreement shall be modified or amended as to User during the period of effectiveness of this Addendum, absent mutual consent, except for Permitted Amendments. For the avoidance of doubt, any generally applicable amendments to the User Agreement issued by CCM during such period shall not be effective as to User during the period of effectiveness of this Addendum, except for Permitted Amendments.

F. User's Agreement to Participate in ACD Program

1. User hereby agrees to participate in the ACD program and be legally bound by the terms set forth in this Addendum A, the SACP tariff and User Agreement (including without limitation this Addendum) applicable to the ACD program.

2. User discount options (choose one):

A. Specific Volume Commitment

1. Applicable Volume Tier (2-5) _____
2. Volume Amount _____

B. Percentage Commitment (95%) _____

[Signatures Follow]

Agreed and accepted:

[USER]

**CONSOLIDATED CHASSIS
MANAGEMENT LLC**

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

Percentage Commitment Certification Form

The undersigned responsible officer of _____ (“User”), hereby certifies that to the best of User’s knowledge based on review of company records, User has satisfied the 95% usage commitment provided for under Section C.2. of the SACP Pool Advance Commitment Discount Agreement for the end of the Pool Year ending September 30, 2025.

USER

NAME OF USER: _____

SIGNATURE OF RESPONSIBLE
OFFICER:

PRINT NAME:

TITLE: