



CCM Pools LLC (CCMP)
Operations Manual

Version 2.8

Effective Date: January 1, 2019

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Change Control:

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

After the final version of the first CCM Standardized Operations Manual is approved by the required parties, revisions will be noted in the document's Change Control table below and re-issued.

Date	Version No.	List of Changes	Updated By
08/01/08	Draft v1.2	<ul style="list-style-type: none"> • None – Board Review 	C. Tiersten
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 	C. Tiersten
10/01/08	1.1	<ul style="list-style-type: none"> • Removed LLC Pool Appendices 	C. Tiersten
10/01/08	1.2	<ul style="list-style-type: none"> • Corrected effective date 	J. Stein
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 	C. Tiersten, J. Stein
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 	C. Tiersten, S. Bushey, Sher & Blackwell, M. Mitchell

Date	Version No.	List of Changes	Updated By
		<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 	M. Mitchell
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. • Exhibit B, Section 4.1.2 – amended to reflect weekly declarations for swapping activity versus monthly 	M. Mitchell

Date	Version No.	List of Changes	Updated By
		<ul style="list-style-type: none"> 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. 	P. Wojcik
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. 	P. Wojcik
12/01/12	1.9	<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. Section 14 Insurance: Transferred common practice from Pool Ops Manuals and defined insurance expense. Section 18 Pool Management Fee: Transferred from Pool Ops Manuals. 	P. Wojcik

Date	Version No.	List of Changes	Updated By
		<ul style="list-style-type: none"> • 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	2.0	<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	2.1	<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	2.2	<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	2.3	<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 • 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. 	P. Wojcik, M. Mitchell

Date	Version No.	List of Changes	Updated By
		<ul style="list-style-type: none"> • 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	2.4	<ul style="list-style-type: none"> • Section 20.3 - Extended Peak Season for the SACP through October 31st. • General numbering and verbiage refinements 	M. Mitchell
07/01/16	2.5	<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 • Section 21.5 - amended to reference Exhibit C and MCCP 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 	M. Mitchell, J. Poelma
09/01/17	2.6	<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 	M. Mitchell J. Polema

Date	Version No.	List of Changes	Updated By
04/01/18	2.7	<ul style="list-style-type: none"> • Section 20.2 – renumbered for consistency • 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 	M. Mitchell
01/01/19	2.8	<ul style="list-style-type: none"> • Section 7.6 – amended to exclude swapping in arrears 	M. Mitchell

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 in the Pools' Operations Manuals. 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.

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- 1.8 Non-Common Facilities** are those facilities designated as such in the Pools' Operations Manuals. The Pool Manager may or may not arrange M&R services and/or perform stock control at these 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** is the optimum Utilization Level for the Pool, as determined by the CCMP Board.
- 1.17 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.
- 1.18 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.
- 1.19 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.
- 1.20 User** shall mean an entity that has entered into a written Master Chassis Use Agreement with a pool.

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

2 Governance Structure

2.1 CCM Pools LLC owns and oversees the following entities (Pool LLC's):

Denver Consolidated Chassis Pool LLC
South Atlantic Consolidated Chassis Pool LLC
Midwest Consolidated Chassis Pool LLC
Mid-South Consolidated Chassis Pool LLC
Gulf Consolidated Chassis Pool LLC
Chicago Ohio Valley Consolidated Chassis Pool LLC

3 Operational Committees

3.1 **Advisory Committee (AC)** is a senior advisory committee comprised representatives appointed by the CCMP Board. To be eligible to serve on the AC, a member must be a pool participant that (i) contributes chassis to one or more CCM pools and (ii) is not represented by an individual serving on the CCMP Board. The AC's role will be to provide advice and comment on matters set forth in the CCM Operations Manual and make recommendations on various issues of interest to pool participants for consideration by the CCMP Board.

3.2 **Maintenance and Repair (M&R) Committee** is comprised of management level personnel from Participants, appointed by the Pools' COO. The M&R Committee's function is to provide research and recommendations on:

- Common M&R policy.
- Cost savings initiatives.
- Regulatory and safety related operational improvements.

3.3 **Local Operating Committee (LOC):** Each Pool has an LOC consisting of one working level representative appointed by each Participant in the Pool. The purpose of the LOC is to serve as a conduit for the communication of local, day-to-day operational matters between the Participants and the Pool Manager. Duties include:

- 3.3.1 Provide local knowledge of operations.
- 3.3.2 Assist with solving operational and system issues.
- 3.3.3 Attend scheduled operational conference calls and meetings.
- 3.3.4 Establish basic working procedures in cooperation with the Pool Manager to support the day to day operation of the Pool.
- 3.3.5 Review of Pool service levels.

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- 3.3.6 Make recommendations to the AC, COO, and Pool Management to improve pool efficiencies.
 - 3.3.7 Such other duties as may be determined by the CCMP Board or COO.

4 Pool Management

- 4.1 **Chief Operating Officer (COO)**, as authorized by the CCMP Board, will oversee the management of the Pool.
- 4.2 **The Pool Manager** will be responsible for the day to day operations of the Chassis Pool:

- 4.2.1 **Pool Manager Policies.** The Pool Manager shall work within the operational policies and procedures of the participating terminals, CCMP Operations Manual, Pool Operations Manuals and M&R Manual.

- 4.2.2 **Chassis Logistics.** The Pool Manager shall be responsible for chassis logistics which includes chassis repositioning, stock management, storage, and assembling and communicating demand forecasting.

- 4.2.3 **Chassis Inspection, Maintenance and Repair.** The Pool Manager shall be responsible for arranging for the systematic inspection, maintenance and repair of all Pool Chassis.

- 4.2.4 **Pool Manager Daily Operations and Reporting.** The Pool Manager will be responsible for the following daily operations and reporting:

- 4.2.4.1.1 Acceptance of chassis into the Chassis Pool;

- 4.2.4.1.2 Maintaining a master list identifying all Pool Chassis;

- 4.2.4.1.3 Coordinating and managing the flow of data in the Pool Manager's data base between TOs and Pool data and reporting systems, as well as any data that needs to be transmitted from these systems to the Users which will include the following "in" and "out" activity and on-terminal usage of chassis for each Pool Chassis entering or leaving the terminals, including:

- 1. Chassis unit number
 - 2. Container unit number
 - 3. User

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4. Date of activity
 5. Time of activity
 6. Motor carrier for off terminal usage
 7. Damage Indicator (Y/N) (as available)
- 4.2.4.1.4** Provide gate flow data for Chassis by Contributor and User; and
- 4.2.4.1.5** Provide data on mounting and dismounting of containers.

5 Reporting

5.1 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. Utilization levels will also be reported to the COO and Pool on a weekly and monthly basis.

The Pool Manager will compile and monitor statistics on a regular basis including, but not limited to the items below.

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

1. Chassis Utilization Percentage by User by size
2. Number of Chassis out of service
3. Stock levels and utilization by pool region
4. Chassis placed on hold due to involvement in a Claim Occurrence by location.

5.1.2 On a monthly basis no later than ten (10) working days after the month:

1. Percentage of chassis trip without a flip
2. Number of loads serviced
3. Chassis contribution monthly trends
4. Utilization monthly trends
5. M&R expense trends
6. General operations expense trends
7. Repositioning expense trends
8. Number of tires per chassis annualized
9. Weekly M&R expenses paid and M&R expenses pending payment

5.1.3 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:

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1. Overall summary / results of operation
 2. Operational review
 - M&R expense and trend comments
 - Repositioning commentary
 - General operations commentary
 - Service quality performance
 - General/Safety/Environmental commentary.

5.2 Forecasting. The Pool Manager shall work with the Terminals to obtain inbound container volumes, and with Users to obtain outbound container volumes, in a standardized format to be established by the Pool Manager, adhering to the following requirements:

- 5.2.1 Volume projections should be aggregated by the Pool Manager to protect individual Users' confidential information.
- 5.2.2 Report data should be communicated electronically in a mutually-agreed upon format, and should be provided to the Pool Manager by 10 AM (pool manager's time)
- 5.2.3 Inbound reports must contain current on-terminal container volumes (including defective chassis) and containers expected within 24 hours, 48 hours, and 72 hours at each Common Facility.
- 5.2.4 Outbound reports should be provided to include the number of mounted containers throughout the pool and those expected to create chassis availability from outbound moves.

6 Contributing Chassis to the Pool

6.1 Acceptance

- 6.1.1 **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.
- 6.1.2 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.

6.1.3 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.

6.1.4 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.

6.2 Additional Requirements

6.2.1 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.**)

6.2.2 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 "GCCP") measuring 4 inches in height on the side rails and 2 inches in height on the front and rear bolsters.

6.2.3 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.

6.3 Exclusion of Chassis from Pool

6.3.1 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.

6.3.2 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.

6.4 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.

7 Adjustments to Pool Inventory

7.1 Thresholds. The CCMP Board shall establish the Target Utilization Range, Stress Triggers and Target Utilization for the Pool. Adjustments to Stress Triggers must be also approved by the COO. These thresholds will be documented in the Pool's Operations Manual.

7.2 Pool Sizing. The Pool Manager shall determine if additional chassis are needed to bring the Pool to the Target Utilization.

7.3 Addition of Chassis by Users

7.3.1 Once the Pool Manager determines additional chassis are necessary to meet Target Utilization, the Pool Manager shall inform over-utilizing User(s) of the need to supply additional chassis.

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

7.3.3 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.

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- 7.3.4** 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.
- 7.3.5** New Pool Participants who add chassis into the Pool are exempt from the restrictions in sections 7.3.2., 7.3.3 and 7.3.4 for 60 days from the time the new Participant enters the Pool.

7.4 Infusion of Additional Chassis by Pool

- 7.4.1** 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.
- 7.4.2 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.

7.5 Removal of Excess Chassis

- 7.5.1** 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.
- 7.5.2** 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.
- 7.5.3** 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.

7.5.4 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.

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

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

7.6.2 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 communicated to the Pool Manager in writing.

7.6.3 Transactions may only be cancelled or amended up to seven (7) calendar days after the Swap Week.

7.6.4 Utilization measurements will be based on the adjusted contribution.

7.6.5 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.

7.6.6 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.

7.7 Voluntary Withdrawal of Chassis

7.7.1 Subject to limitations in a Contributor's Agreement with the Pool, 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.

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- 7.7.2** 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 for the account of the Pool through its M&R expense allocation formula.
- 7.7.3** 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.
- 7.7.4** The Pool Manager will, to the extent reasonably possible, place chassis on hold in depots and terminals.
- 7.7.5** Once chassis are on hold the Contributor will be advised by email.
- 7.7.6** The Contributor will have 5 days to remove the chassis from the facility.
- 7.7.7** 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.

7.8 Withdrawal from Pool

- 7.8.1** Upon notifying the Pool Manager of its intent to withdraw entirely from Pool participation, 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 removal of all contributed Chassis.
- 7.8.2** 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.
- 7.8.3** The withdrawing Participant will continue to be responsible for expenses of Chassis not returned, but not limited to maintenance & repairs expenses, insurance expenses and management fees.

7.8.4 Subject to mutual agreement between the Pool Manager and Participant, a build down period may be mutually agreed in order to facilitate an orderly, realistic and measurable withdrawal of the Participant's chassis.

7.9 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.

7.10 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.

8 Use of Pool Chassis

8.1 Users will confirm whether their usage includes usage of Chassis on-terminal and /or off Terminal at each pool location.

8.2 Users are required to provide a list of their Customers prior to the Customer's use of Pool Chassis. The Customer information to be provided to the Pool Manager by the User shall include the following:

- SCAC Code of Customer
- Customer Company Name
- Customer Contact Name
- Customer Telephone Number
- Customer Email Address
- Designation of On-Terminal and/or Off-Terminal authorized Usage at location level
- Designation of whether Customer's Off-Terminal Usage is exclusive to User, or, with exceptions.
- Effective Date

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

-
- SCAC Code of Customer
 - Is customer authorized to receive Chassis as Customer of User (Yes or No)
 - (Optional) Reason if invalid, e.g. "insurance".
 - Facility(ies) covered.

8.4 Pool Management may confirm Section 8.2 details with Customer.

8.5 All identifiable usage by non-approved entities using pool chassis will be assigned to the immediately preceding last known User

8.6 Calculation of Usage Days at Common Facilities.

Except as specified in sub-sections 8.6.1 below, at all Common Facilities, the calculation 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 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.

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).

For loaded container usage cycles at start stop locations, on terminal use will be assigned to the corresponding off terminal User.

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 alternate methodology for calculation of Usage Days.

- 8.6.1** The Union Pacific and BNSF facilities in Denver and the Union Pacific facility in Salt Lake City will be excluded from the counting of on-terminal Usage Days for the purpose of measuring utilization and pool operating expense calculations.

8.7 Calculation of Usage Days at other than Common Facilities.

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

8.7.2 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.

8.7.3 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.

8.8 Calculation of Usage Days on the day of interchange. No on-terminal Usage Days will be applied on the day of interchange at either Common Facilities or Non-Common Facilities.

9 Chassis Damage Recovery

9.1 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.

9.2 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.

9.3 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.

9.4 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.

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

10 Maintenance & Repair

10.1 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.

10.2 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.

10.3 Over the Road Repairs.

10.3.1 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.

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

10.4 Repair Data Reporting. All repair Vendors will be required to input repair data into the designated Pool Management system in a timely and accurate manner.

11 Migrations and Repositioning

11.1 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.

11.1.1 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.

11.1.2 In the case of a Chassis that has migrated out for 60 days and which has been returned to another CCM pool, the Pool Manager will contact that pool's Manager for reconciliation of migrated chassis. If chassis belonging to the same Contributor have migrated between the two said pools, only the net difference will be considered as 'migrated chassis'. It will be the responsibility of

the Pool Managers to ensure that data has been verified for accuracy. This may involve physical verification of chassis movements.

- 11.1.3** 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.
- 11.1.4** 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.
- 11.1.5** Costs to reposition migrated chassis will be allocated to the Users responsible for migration.
- 11.1.6** 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.
- 11.1.7** 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.
- 11.1.8** 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.

11.2 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.

11.3 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.

11.3.1 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.

11.3.2 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.

12 Lost/Stolen/Total Loss Chassis

12.1 Lost/Stolen Chassis. User shall immediately notify the Pool of 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. Pool Manager shall notify Contributor that the Chassis has been lost or stolen and the Chassis shall be removed from the Pool. The pool will pay the Contributor and invoice User to recover the Depreciated Replacement Value (DV) of the Chassis as defined in the Master Contribution Agreement (Form B).

12.1.1 Chassis Deemed Lost. If a Chassis is out over 90 days, the Pool Manager will notify the User that the Chassis must be returned. If the same Chassis is out for an additional 30 days (total 120 days), Pool Manager will inform Contributor. In its discretion, Contributor may elect to monitor the status of the Chassis for up to an additional 60 days (total 180 days) or declare the Chassis lost by notifying the Pool Manager in writing and providing an invoice to the Pool for the Depreciated Replacement Value (DV) of the Chassis as defined in the Master Contribution Agreement (Form B).

12.1.2 Upon receipt of Contributor's written declaration, the Pool will no longer consider the chassis to be contributed for the purposes of calculating Contribution Days or apportioning Pool costs. The Pool will invoice the User to recover the DV and subsequently

pay the Contributor. Usage Days will continue to accrue until the date the DV invoice has been paid by the User. Upon receipt of DV payment, the Chassis shall be removed from the Pool. If Contributor does not elect to declare the Chassis lost after the additional monitoring period provided for above, the Chassis shall be removed from the Pool.

12.1.3 In instances where the Contributor and the User are the same, the Pool Manager will notify the Contributor that the unit will be de-cooped from the Pool after a total of 120 days of inactivity, and the Pool removed as the Intermodal Equipment Provider (IEP).

12.2 Total Loss Chassis. When a Chassis repair cost exceeds the Depreciated Replacement Value, or Pool Management 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's inventory. The Contributor shall be responsible for all costs associated with the storage and removal of the Chassis from a CCM Pool Location from the date the Chassis was removed from the Pool's inventory.

12.3 Recovered Chassis. If a Chassis declared lost by the Contributor and for which the DV has already been paid is subsequently located and the Contributor desires the chassis to be returned:

12.3.1 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).

12.3.2 Pool will invoice Contributor for the current DV.

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

12.3.4 If a Chassis is under Usage, the User shall be responsible for all recovery costs, such as the amount of the current DV and associated recovery costs, e.g., fines, repositioning, storage, damages (excluding normal wear and tear) and any necessary repairs needed to return the Chassis to Pool standards. If Chassis is NOT under Usage, User is responsible for all recovery costs including any maintenance and repairs required to meet Pool standards.

12.4 Facility Responsibility. If a Facility loses or mis-releases a chassis, the Pool Manager will put the Facility on notice that the chassis must be returned. If the

same chassis remains out or missing for 30 days after notification, Pool Manager will inform Contributor of the option to remove the Chassis from its contribution. In its discretion, Contributor may elect to monitor status of the Chassis for up to an additional 60 days (total of 90 days) or declare the Chassis lost by notifying the Pool Manager in writing and providing an invoice to the Pool for the DV. If Contributor elects to declare DV, Pool Manager will adjust contribution on the date upon receipt of the DV invoice. If Contributor does not elect to declare the Chassis lost after the additional monitoring period provided for above, the Chassis shall be removed from the Pool.

12.5 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.

13 Invoicing

13.1 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, at the rates defined in the Pool Operations Manuals or a reasonable estimate of expenses as determined by the Pool Manager.

13.2 Monthly Invoices to Participants

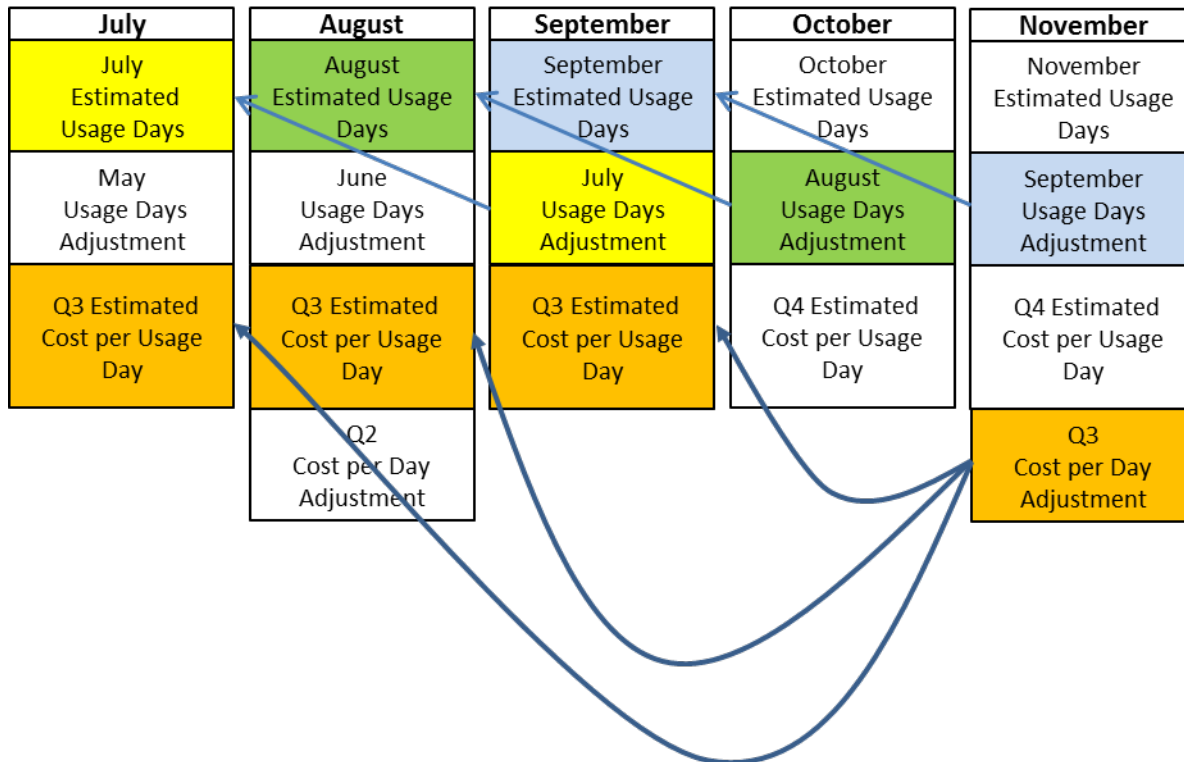
13.2.1 Participants will be invoiced each month for their estimated Pool Management, M&R, Repositioning, Shared General Operating Expenses and any other regular monthly expenses or credits based on the average of their actual usage and contribution incurred expenses over the preceding three months for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

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

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

13.2.4 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:



13.3 Dispute Resolution

13.3.1 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. **13.3.2** 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.

13.3.3 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.

13.4 Delinquent Payments

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.

13.4.1 If a Participant has undisputed amounts owing to the Pool that have not been paid in 30 days, a 1% per month interest charge (Tier one) will be assessed on the delinquent amount beginning on the 31st day from the original invoice.

13.4.2 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.

13.4.3 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% per month interest charge (Tier two), assessed on the delinquent amount.

13.4.4 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.

13.4.5 Delinquent Account Funds Distribution

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:

$$\begin{array}{r} \text{Non-delinquent Participant's Invoice Due Date} \\ - \text{ Invoice Payment Date} \\ + \quad 1 \\ \hline = \quad \text{Participant's Earned Days} \end{array}$$

$$\begin{array}{r} \text{Participant's Earned Days} \\ \times \text{Participant's Total Invoiced} \\ \hline = \text{Participant's Earned \$ Days} \end{array}$$

$$\begin{array}{r} \text{Participant's Earned \$ Days} \\ \div \text{Total Earned \$ Days} \\ \hline = \text{Participant's Percentage} \end{array}$$

$$\begin{array}{r} \text{Participant's Percentage} \\ \times \text{Total Late Fees} \\ \hline = \text{Participant's Share} \end{array}$$

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.

14 Insurance Expense Apportionment

14.1 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.

15 Shared General Operating Expense Apportionment

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

- Gate fees to in-gate or out-gate bare chassis.
- Routine Flip (lift on / lift off) expenses such as those resulting from spot shortages, and flips required to replace damaged chassis.
- Chassis stacking and unstacking expense not directly related to transport.
- Dray off expenses to/from an Overflow Facility or Non Common Facility performed for the benefit of multiple Pool Participants.
- Other expenses incurred determined by Pool Manager as common.

15.2 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.

15.3 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:

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

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

15.3.3 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.

15.3.4 Bare Chassis Storage

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

$$\text{Assessment} = \frac{\text{(Participant's Monthly Contribution Days minus Participant's Monthly Usage Days)}}{\text{Pool's Overall Non-Used Contributed Days}}$$

The Pool's Overall Non-Used Contribution Days will be determined subtracting the overall Participant's usage days from the overall Participant's contribution days. This serves to provide the percent of the total storage amount to be apportioned to the Participant.

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

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:

- Chassis held at a Participant's request for off-hire.
- Chassis held at a Participant's request for sale.
- Chassis held for a claim.
- Chassis held for relocation to another pool.

16 Trucking / Drayage Expense Apportionment

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

16.2 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.

16.3 Summary of trucking and drayage expenses:

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

16.3.2 Dray off expenses to be distributed to Participants using that facility and apportioned via the General Operating Expense apportionment formula.

16.3.3 Drayage expense to long-term storage facilities to be added to the Participant's storage cost.

16.3.4 In the DCCP (DCCS) Salt Lake City only, because there is only one start stop location, 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.

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.

$$\begin{aligned} & \text{Theoretical Cost to Resolve a User's Imbalance} \\ & \div \text{Total of All Theoretical Repositioning Costs} \\ & \hline & = \text{Allocated Repositioning Percentage} \end{aligned}$$

$$\begin{aligned} & \text{Allocated Repositioning Percentage} \\ & \times \text{Total Actual Repositioning Expense for Pool} \\ & \hline & = \text{Repositioning Assessment} \end{aligned}$$

16.4 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.

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

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:

17.1 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).

17.2 If the Pool is unable 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 a third-party 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.

17.3 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.

17.4 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.

17.5 Toll Charges: CCM 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:

- 17.5.1** CCM will provide a fleet file to service along with the regular updates of chassis coming out of the Pools.
- 17.5.2** 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.
- 17.5.3** 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.
- 17.5.4** CCM will process 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.
- 17.5.5** Administrative fees will be communicated to all members.
- 17.5.6** 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.
- 17.5.7** Each User should ensure that administrative fees for tolls are covered in their motor carrier agreements.
- 17.5.8** In the event that the User and Motor Carrier cannot be determined through CCM data and research, toll charges and fees will be assigned and share, include in General Operations.

18 Maintenance & Repair Expense Apportionment

- 18.1 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:

Actual Cost to Maintain Participant's Contributed Chassis

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

18.2 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.

$$\begin{aligned} & \div \quad \frac{\text{User's M\&R Assessment}}{\text{Total of Pool's M\&R Costs Assessed}} \\ & = \quad \text{User's Monthly M\&R\%} \\ & \times \quad \frac{\text{User's Monthly M\&R \%}}{\text{Pool's Actual M\&R Costs (surplus/deficit)}} \\ & = \quad \text{User's M\&R Difference Allocation (surplus/deficit)} \end{aligned}$$

18.3 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.

18.4 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 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 CCMP Board, certain types of maintenance expense may be excluded from inclusion in the M&R Apportionment Formula and apportioned in a separate manner.

19 Pool Management Expense Apportionment

19.1 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.

20 Over Utilization Expense Apportionment

20.1 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).

20.2 Over-Utilization Charges

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

20.2.1 If a User's Utilization Percentage is under 100% in any given week and the pool is operating below the Stress Trigger, no Over-Utilization charges will be assessed for that week.

20.2.2 If the pool is operating below the Stress Trigger, but a User's Utilization Percentage is greater than 100%, the User will be assessed an Over-Utilization charge of \$5.00 for each of User's Usage Days that exceed the 100% threshold.

20.2.3 If the pool is operating above the Stress Trigger, the User will be assessed a fee of \$5.00 for each chassis Usage Day that the User's Utilization Percentage is above the Stress Trigger, up to 100% Utilization Level.

20.2.4 If the pool is operating above the Stress Trigger, the User will be assessed \$9.00 for each Chassis Usage Day that the User's Utilization Percentage is above 100%.

20.3 Peak Period Over Utilization Penalties. Beginning July 1 and through September 30 (dates subject to adjustment by CCMP Board); for SACP only, the period extends through November 30. During peak season over utilization penalties will increase as follows:

Level 1: If the pool is operating above the Stress Trigger, the User will be assessed a fee of \$20.00 for each chassis Usage Day that the User's Utilization Percentage is above the Stress Trigger, up to 100% Utilization Level.

If the pool is operating above the Stress Trigger, the User will be assessed \$30.00 for each Chassis Usage Day that the User's Utilization Percentage is above 100%.

Level 2: If a User is over utilized for two consecutive weeks, then beginning the third week:

If the pool is operating above the Stress Trigger, the User will be assessed a fee of \$30.00 for each Usage Day that the User's Utilization Percentage is above the Stress Trigger, up to 100% Utilization Level.

If the pool is operating above the Stress Trigger, the User will be assessed \$50.00 for each Usage Day that the User's Utilization Percentage is above 100%.

20.4 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.

20.4.1 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.

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.

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.

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.

The Pool Manager shall notify the Local Operating Committee, explaining the plan for selective grounding, the reasons, and the projected time frame.

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

20.5 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.

$$= \frac{\text{User's Over-Utilized Chassis Days}}{\text{Total Over-Utilized Chassis Days}} \text{ User's Percentage of Over-Utilization Expense}$$

$$= \frac{\text{User's Percentage of Over-Utilization Expense}}{\text{Total Over-Utilization Expense}} \text{ User's Over-Utilization Expense Assessment}$$

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.

20.6 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.

Participant's Contribution Days

$$\frac{\text{Participant's Usage Days}}{\text{Participant's Contributed Excess}}$$

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.

$$\frac{\text{Participant's Contributed Excess}}{\text{Total of all Participants' Contributed Excess}}$$

$$= \text{Participant's Distribution Percentage}$$

$$\frac{\text{Participant's Distribution Percentage}}{\text{Monies to be Disbursed}}$$

$$= \text{Participant's Over-Utilization Distribution}$$

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.

21 Chassis Use Fee Apportionment

21.1 This section is applicable to the following Pools with effective dates as listed below. If Section 21 has been implemented in a Pool, then Sections 20.1, 20.2, 20.3, 20.5 and 20.6 herein (Over-utilization) do not apply.

Effective Date

MCCP	April 1, 2013
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21.2 Each Participant will be assessed a Chassis Usage Fee for each Usage Day. Chassis Usage Fees as set forth in Exhibit C are determined by the CCMP Board. Chassis Usage Fees are tiered as follows:

1. the Pool is operating at or over its Stress Trigger;
2. the Pool is operating within its Target Utilization Range;

3. the Pool is operating below its Target Utilization Range.

21.3 Calculation of a Pool's Utilization Percentage will occur on a weekly basis (defined as Sunday through the following Saturday) by region.

21.4 Chassis Usage Fees collected from Participants in a Pool will be credited to Participants based on their pro rata share of Contribution Days in the Pool.

Example E:

Participant	Contribution	Usage	Utilz	Usage Fee Total	Contrib Credit	Net
A	100	75	75%	\$ 300	\$ 322	\$ 22
B	200	190	95%	\$ 760	\$ 644	\$ (116)
C	150	120	80%	\$ 480	\$ 483	\$ 3
D	300	220	73%	\$ 880	\$ 966	\$ 86
E	250	200	80%	\$ 800	\$ 805	\$ 5
	1000	805	81%	\$ 3,220	\$3,220	\$ -

Fee = \$4 per Usage Day

21.5 The Chassis Usage Fee will be invoiced monthly. Please refer to exhibit C for applicable rates and to the MCCP Operations manuals for usage bands at which rates apply.

22 Incident Reporting and Claims Management

22.1 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
For GCCP: GCCPRISK@ccmpool.com
For COCP: COCPRISK@ccmpool.com

In addition, notice must also be provided to:

Stephen Bradshaw
Director, Risk Management
500 International Drive, Ste. 130
Budd Lake, New Jersey 07828

Telephone: 973-446-7900
Facsimile: 973-298-8939
E-Mail: sbradshaw@ccmpool.com

Jeffrey Lawrence / Joshua Stein
CCM General Counsel
C/O Cozen O'Connor
1627 I Street, NW, Ste. 1100
Washington, D.C. 20006

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.

22.2 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.

22.3 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.

22.4 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.

23 Insurance Requirements

23.1 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:

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

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

23.1.3 Occurrence based.

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.

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.

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.

Certificates of Insurance should be sent to:

Mr. Stephen Bradshaw
Director, Risk Management
500 International Drive, Ste. 130
Budd Lake, New Jersey 07828
Telephone: 973-446-7900

Facsimile: 973-298-8939
E-Mail: sbradshaw@ccmpool.com

23.2 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.

24 Amendments

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 hr 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): _____

1. CIR Chassis Exclusion Conditions

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

1.1 General Condition:

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

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

- 1.2.1 Bolsters
- 1.2.2 Main rails
- 1.2.3 Bogie rails
- 1.2.4 Coupler plate assembly
- 1.2.5 Suspension components

1.3 Design

- 1.3.1 Chassis with non-west coast axle settings
- 1.3.2 3 or 4 hole hub cap axles
- 1.3.3 Old style suspension with cast hangers
- 1.3.4 Chassis with more than 3 leaf springs
- 1.3.5 Flush back non sliding 23' bogie chassis
- 1.3.6 Chassis with worn brakes
- 1.3.7 Chassis with 4 single brake chambers
- 1.3.8 Chassis with Budd style wheels.
- 1.3.9 40 foot chassis with main rails of less than 12 inches in height
- 1.3.10 20 foot chassis with main rails of less than 10 inches in height
- 1.3.11 Chassis with gooseneck rails exceeding 6 inches in height
- 1.3.12 Open faced or "C" Channel front bolsters
- 1.3.13 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 and will be paid to the Contributor/lessee by the responsible party.

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 reimbursement.

Exhibit C: CHASSIS USE FEES PER USAGE DAY

Pool	Region / Metro Area	Size	Usage Fee per Day when Pool Utilization Percentage is below lower limit	Usage Fee per day when Pool Utilization Percentage is within target zone	Usage Fee per day at or above Stress Trigger
MCCP	All	20'	\$0.25	\$4.00	\$6.00
MCCP	All	40'/45'	\$0.25	\$4.00	\$6.00

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 each confirm:
 - a. Chassis numbers to be transferred (and not to be transferred) as follows:
 - i. Includes whether to include or exclude chassis with pending major damage chassis
 - ii. Includes whether to include or exclude chassis on hold for claims or other reasons
 - iii. Includes whether to include or exclude overdue units, over (to be defined) days in same status.
 - iv. List of chassis from above will be assembled by Pool Management, who will maintain master list for subsequent monitoring of progress.
 - b. Desired transfer date
 - c. Geographic scope of transferred units (all Pool locations, partial, and/or out of Pool scope?)
 - d. Clarification of how pool is to assign usage of open cycles at transfer date.
 - e. Future relationship of Surrendering and Acquiring Participants regarding assignment of usage. For example, will on-terminal for surrendering Participant now be assigned to acquiring participant?
 - f. Acceptance of Pool switching invoicing of all expense allocations from Surrendering Participant to Acquiring Participant effective as of the transfer date.
 - g. Who is responsible for payment of previously invoiced amounts for period beyond transfer date. For example, with transfer date of June 1, Surrendering Participant may have already received estimate invoice for month of June.
 - h. Specification of any new data feeds or reports.
2. **Transferring Pool Participant** must confirm:
 - a. Disposition of units not being transferred, i.e. capture for off hire and continue to accept expenses to manage those units.
 - b. That they may continue to receive invoices for expenses incurred or alternatively 3rd party billing credit on activity that occurred prior to the transfer date.
3. **Transferring Pool Participant, Acquiring Pool Participant and Pool Management** will agree on locations, notifications, measurements, Pool Management responsibility and assignment of cost of any off hire program.
4. **Acquiring Pool Participant** must confirm Acquiring Participant's billing party and local contact information.

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5. **Acquiring Pool Participant and Pool Management** will agree on process for any installation of new chassis license plates.
 6. **Pool Management** will confirm the target date of the fleet transfer upon provision of all of the above information.