

PACER STACKTRAIN, INC.

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Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

This Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement ("UIIA") is made and entered into by and between Pacer Stacktrain, Inc., a Tennessee corporation ("Pacer Stacktrain") and the undersigned motor carrier ("Motor Carrier") and establishes additional terms and conditions applicable to Interchange of Equipment to Motor Carrier by Pacer Stacktrain.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Any term with initial capital letter(s) not specifically defined in this Addendum shall have the meaning given such term in the UIIA. Pacer Stacktrain will be entitled to all rights and benefits of an Equipment Owner or Provider under the UIIA, and such terms when used in the UIIA shall mean and include Pacer Stacktrain where appropriate. The "Agreement" means the UIIA as supplemented by this Addendum, as such documents may be in effect from time to time. If there is any difference of terms and conditions, or use of definitions, between this Addendum and the UIIA, this Addendum shall govern only to the extent that it clarifies the meaning or scope of such term or condition or use of such definition.
- 1.2 Incorporation of UIIA. This Addendum supplements the UIIA to provide specific terms and conditions concerning the Interchange of Pacer Stacktrain Equipment and Motor Carrier's use of such Equipment, and the UIIA is hereby incorporated by reference into this Addendum. Motor Carrier hereby certifies that it is a subscriber to the UIIA and will adhere to the terms and conditions of the Agreement. If Motor Carrier elects to terminate its participation in the UIIA or this Addendum, Motor Carrier will furnish written notice of such termination in accordance with the notice provisions of the UIIA.

2. TERMINATION

- 2.1 Termination. Either Pacer Stacktrain or Motor Carrier may terminate this Addendum at any time, with or without cause, by giving the other party thirty (30) days prior written notice of termination. Either party may terminate this Addendum immediately upon written notice of termination to the other party if any legislation, order or rule of any public authority should be enacted making the performance of this Addendum unlawful for either party. Pacer Stacktrain may also terminate this Addendum and/or suspend Motor Carrier's right to Interchange Pacer Stacktrain Equipment at any time immediately for cause, upon notice as required under the UIIA, if Motor Carrier fails to comply with any of the terms and conditions of the Agreement.
- 2.2 Return of Equipment upon Termination. Motor Carrier must return any Equipment in its possession to Pacer Stacktrain within seventy-two (72) hours following any termination of the Agreement. After termination or suspension of the Agreement, Motor Carrier may not use or Interchange any additional Pacer Stacktrain Equipment.

3. INSURANCE

- 3.1 Additional Insurance. In addition to the insurance coverage required by Section F.6. of the UIIA, Motor Carrier shall maintain at all times during the term of this Addendum the following insurance coverage and shall provide IANA with evidence of such coverage:
 1. cargo liability insurance with coverage of at least \$100,000 per occurrence; and
 2. physical damage insurance covering damage to Interchanged Equipment in the minimum amount of \$25,000 for intermodal chassis/containers and \$40,000 for refrigerated Equipment.
- 3.2 Additional Insured/Loss Payee Status; Insurer's Rating. Motor Carrier shall name Pacer Stacktrain as an additional insured on its commercial general liability and commercial automobile liability policies, and as a loss payee on its physical damage insurance policies, in each case as the interest of Pacer Stacktrain may appear. All insurance required under Section F.6. of the UIIA and this Addendum shall be maintained with an insurance company with a Best rating of A- or better.

4. METHOD OF DISPUTE RESOLUTION

- 4.1 Invoice and Other Disputes. Motor Carrier shall advise Pacer Stacktrain in writing of any disputed items on a Pacer Stacktrain invoice within thirty (30) days of the receipt of such invoice. Pacer Stacktrain will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges due under the Agreement. Upon notice to the Pacer Stacktrain Assistant Vice President, Maintenance & Repair within thirty (30) days after the initial Pacer Stacktrain determination, Motor Carrier may appeal such initial determination of any dispute. Pacer Stacktrain will respond to such appeals within sixty (60) days from receipt of Motor Carrier's invoice dispute notice. Any dispute that cannot be resolved by the parties, including any invoice dispute continuing after Pacer Stacktrain's response, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or shall be settled by any mandatory dispute resolution process required under the UIIA. Pacer Stacktrain reserves all rights and remedies under the Agreement, applicable law or other sources to compel payment of amounts due from Motor Carrier.
- 4.2 Suspension or Termination of Interchange Privileges. If Motor Carrier fails to pay any invoices due hereunder within the due date for payment, Pacer Stacktrain may, in addition to its rights under Sections 2.1 or 4.1, suspend or deny Motor Carrier's right to Interchange any Pacer Stacktrain Equipment, with notice as required by the UIIA, until payment of outstanding amounts are received. If Pacer Stacktrain does not receive payment of the outstanding amounts within thirty (30) days after such suspension, Pacer Stacktrain may elect to terminate Motor Carrier's right to Interchange Pacer Stacktrain Equipment. Such termination will continue until Pacer Stacktrain has received the amounts due hereunder and until Pacer Stacktrain and/or IANA notifies Motor Carrier that its Interchange rights have been reinstated. If Motor Carrier's Interchange rights are reinstated after termination, Pacer Stacktrain reserves the right to assess a \$150 reinstatement fee against Motor Carrier.

5. INTERCHANGE OF EQUIPMENT AND CONDITION UPON RETURN

- 5.1 EIR Reports and Inspection. In connection with the pre-trip inspection that Motor Carrier must conduct under the UIIA, Motor Carrier must ensure that an equipment Interchange and safety inspection form or similar document ("EIR") is completed at the time any Pacer Stacktrain Equipment arrives at or leaves a terminal through a gate. To reduce the expense and delay associated with road service repairs, Pacer Stacktrain has established roadability inspection lanes at certain terminals or yards and recommends that Motor Carrier's driver go through the Pacer Stacktrain roadability inspection lanes where available. Motor Carrier will report to Pacer Stacktrain any Equipment that does not pass the pre-trip inspection that Motor Carrier must conduct under the UIIA. Instructions for reporting bad order Equipment are set forth in the Services page of the Pacer Stacktrain website and may also be obtained by contacting a Regional M&R representative at the number listed in Schedule 2. Motor Carrier will contact the Pacer Stacktrain local terminal representative if the terminal or container yard personnel are refusing to note accurately or completely the condition of the Equipment on the EIR. Contact information for local terminal representatives can be found on the [Contact Us](#) page of the Pacer Stacktrain website and may also be obtained upon request to Pacer Stacktrain Customer Support at 1-800-876-7281. If Motor Carrier's driver has a request for a repair of an item that is denied at the terminal or yard, the Pacer Stacktrain maintenance and repair ("M&R") provider at such terminal or yard will provide signed documentation of the request and the denial, and Motor Carrier will not be responsible for any subsequent failure of this item. If the Equipment is missing license plates and/or registrations, Motor Carrier should obtain a replacement by contacting the Pacer Stacktrain Equipment Planning and Control Department at the number listed in Schedule 2 during normal business hours. Motor Carrier should obtain replacements before out-gate.
- 5.2 Reliance on EIR Information. The dates, times and information shown on the EIR may be used for, among other matters, determining free time, assessing Equipment use charges, verifying damage to Equipment and assessing the condition of the Pacer Stacktrain Equipment with respect to freight claims.
- 5.3 Responsibility for Owner Operators. Motor Carrier will be responsible to Pacer Stacktrain for the performance of the obligations in the Agreement and shall accept responsibility for all owner operators and their leased power units as if they were Motor Carrier's own employees and vehicles.
- 5.4 Direct Interchanges. A direct Interchange occurs when possession and control of Pacer Stacktrain Equipment is transferred directly from one motor carrier to another motor carrier without the return of the Equipment to a rail terminal or container yard or when, after completion of a move for a particular customer, Motor Carrier performs a new move for a different customer using the same unit of Equipment. Direct Interchanges are intended to allow for more efficient Equipment flow than would occur if Equipment were required to be returned to the location at which it was received after each movement. Pacer Stacktrain has implemented a web-based Equipment management system that allows online input and tracking of direct Interchanges. If Motor Carrier fails to record the direct Interchange of Equipment from it to another motor carrier as permitted by separate bi-lateral agreement, the Equipment will remain Interchanged to Motor Carrier under the UIIA, and Motor Carrier may be held responsible for per diem charges, M&R expense, Equipment loss or damage and similar events that occurred while the Equipment was in actual possession of another motor carrier.
- 5.5 Equipment Condition Upon Return. If the Equipment is not returned in the condition described in Section D.3.d of the UIIA, Pacer Stacktrain may assess the full actual cost of any dunnage removal, repairs, rehabilitation or cleaning, subject to a minimum charge per unit of Equipment of \$75 for dunnage removal.

6. EQUIPMENT MISUSE AND RELATED CHARGES

- 6.1 Cross-over Charge. A "cross-over" occurs when Pacer Stacktrain Equipment is returned to a Pacer Stacktrain network location that is not the same as the location from which the Equipment was taken or to a different location that has not been mutually agreed to by Pacer Stacktrain and Motor Carrier before the Equipment is returned. Motor Carrier will return Pacer Stacktrain Equipment to the same location from which it was taken or to a turn-in location mutually agreed to by Pacer Stacktrain and Motor Carrier before the Equipment is returned. If an Equipment cross-over occurs, Pacer Stacktrain may, in addition to other remedies available to it under this Agreement and applicable law, assess an Equipment cross-over charge of \$350 per container or chassis. This charge may be assessed against Motor Carrier if Motor Carrier caused the Equipment cross-over. Motor Carrier may also be responsible for additional expenses associated with such Equipment cross-over, including but not limited to repositioning costs, per diem Equipment charges, maintenance costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the Equipment.
- 6.2 Adverse Movement Charge. An "adverse movement" occurs when Pacer Stacktrain Equipment is not routed on the Pacer Stacktrain network, is used to transport shipments not authorized by Pacer Stacktrain, or is otherwise routed or used adverse to Pacer Stacktrain, regardless of the mode of transportation. Unauthorized usage of Pacer Stacktrain Equipment for local intrastate or interstate commerce that is unrelated to an immediate movement via Pacer Stacktrain in intermodal service is considered an adverse movement. Moving Pacer Stacktrain Equipment to Alaska is considered an adverse movement. Motor Carrier will not engage in adverse movements of Pacer Stacktrain Equipment. If Equipment is involved in an adverse movement, Pacer Stacktrain may, in addition to other remedies available to it under this Agreement and applicable law, assess an adverse movement charge of \$1,000 per container or chassis. This charge may be assessed against Motor Carrier if Motor Carrier caused the adverse movement. Motor Carrier may also be responsible for additional expenses associated with such adverse movement, including but not limited to the cost of returning the Equipment to Pacer Stacktrain, per diem Equipment charges, maintenance costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the Equipment.
- 6.3 Abandonment Charge. An abandonment occurs when Pacer Stacktrain Equipment is returned to or left at a location that is not on the Pacer Stacktrain network, without prior written approval of Pacer Stacktrain. Motor Carrier will not abandon Pacer Stacktrain Equipment. If its Equipment is abandoned, Pacer Stacktrain may, in addition to other remedies available to it under this Agreement and applicable law, assess an Equipment abandonment charge of \$1,000 per container or chassis. This charge may be assessed against Motor Carrier if Pacer Stacktrain records shown that it was the motor carrier to which the Equipment was last Interchanged. Motor Carrier may also be responsible for additional expenses associated with such abandonment, including but not limited to the cost of returning the Equipment to Pacer Stacktrain, per diem Equipment charges, maintenance costs, repositioning costs, drayage expenses, transloading charges, storage costs, parking tickets, fines, penalties and other amounts required to be paid to retrieve or obtain the release of the Equipment.
- 6.4 Prohibited Commodities. Motor Carrier is expressly prohibited from knowingly using any Pacer Stacktrain Equipment in moving any hazardous wastes, municipal or solid wastes or other commodity that is defined as a Prohibited Commodity under the Rules and Procedures section of the Pacer Stacktrain Information Directory, revision date June 19, 2007, which is available at www.pacerstack.com. Any Motor Carrier that knowingly transports such commodities in the Equipment will be responsible for either returning the Equipment in a condition satisfactory to Pacer Stacktrain or paying the depreciated replacement value of such Equipment (calculated as provided in Section 7.5).

7. EQUIPMENT DAMAGE OR LOSS DURING INTERCHANGE

- 7.1 Equipment Damage While in Motor Carrier's Possession. Motor Carrier will immediately notify Pacer Stacktrain if any Pacer Stacktrain Equipment becomes damaged while in the possession and control of Motor Carrier. Damaged Equipment must be repaired to Pacer Stacktrain repair standards using parts and materials substantially similar to the original parts and materials. If the estimated cost of the repairs exceeds \$50, prior written approval of Pacer Stacktrain must be obtained before the repairs are made.
- 7.2 Wrong Repairs. Where Pacer Stacktrain ascertains that wrong or unacceptable repairs have been made to Equipment during Motor Carrier's possession, Pacer Stacktrain is entitled to receive the full cost of correcting the wrong or unacceptable repairs. If Motor Carrier does not cause the wrong or unacceptable repairs to be promptly corrected, Pacer Stacktrain is entitled to receive the cost of repairs it causes to be completed.
- 7.3 Availability of Road Service Repairs. Pacer Stacktrain provides owner-related repairs to Pacer Stacktrain Equipment as required under the UIIA, but after the Equipment has been Interchanged to Motor Carrier, such repairs shall be performed subject to the terms and conditions of Pacer Stacktrain's road service policy and the repairs must be handled through the applicable road service repair vendor identified in Schedule 1.
- 7.4 Rules Regarding Equipment Damage After Unloading
1. Damage Discovered After Unloading. If a loaded container or chassis is discovered to have damage after unloading that was not visible to the driver at the time of out-gate (i.e., damage to roofs, floors) or the container or chassis has a temporary or improper repair that would make it unsuitable for re-loading, Motor Carrier may either return that container or chassis to a facility authorized by Pacer Stacktrain or arrange and pay for any necessary repairs, after obtaining Pacer Stacktrain's prior authorization if the repairs will exceed \$50.
 2. Alternate Containers; M&R Cooperation. If the container must be returned for repair, Pacer Stacktrain will endeavor, upon request, to provide an alternate container for reloading. If the container is needed for reloading and the container's location is more than 50 miles from a Pacer Stacktrain facility, the Pacer Stacktrain M&R representative is authorized to work with Motor Carrier to find a mutually acceptable means of obtaining out-gate repairs for this container. This will require a call directly to the appropriate Pacer Stacktrain M&R representative. Contact information for the regional Pacer Stacktrain M&R representative are listed in Schedule 2.
- 7.5 Lost or Destroyed Equipment. Motor Carrier will notify the Pacer Stacktrain Equipment Control and Planning Department at the contact number in Schedule 2 in writing as soon as practicable (but no later than two (2) business days) if Pacer Stacktrain Equipment is lost, stolen or destroyed while in the possession or control of Motor Carrier. If stolen, Motor Carrier will report the theft to local law enforcement authorities having jurisdiction and shall obtain a copy of the enforcement authority's incident report. After Motor Carrier has received the enforcement authority's incident report, Motor Carrier will furnish a copy of the incident report to Pacer Stacktrain immediately upon request. At any time, Pacer Stacktrain shall have the right to request that Motor Carrier redeliver to it any Equipment which Pacer Stacktrain has reason to believe has been lost, stolen, or destroyed while Interchanged to Motor Carrier. If Motor Carrier cannot redeliver the Equipment or provide evidence of Interchange to a rail carrier within ten (10) days of the request, Pacer Stacktrain shall treat the Equipment as lost. Pacer Stacktrain shall be entitled to receive the depreciated replacement value of any lost, stolen or destroyed Equipment. The depreciated replacement value will be based on the actual original purchase price for the Equipment and relevant depreciation schedules of Pacer Stacktrain or the Equipment Owner. Per diem use charges will continue to accrue up to the date that the settlement amount for the Equipment's depreciated replacement value has been received by Pacer Stacktrain. Pacer Stacktrain will provide the invoice for the depreciated replacement value and any Equipment per diem use charges within thirty (30) days after it receives written notice from Motor Carrier of the Equipment's loss, theft or destruction. Payment shall be due within thirty (30) days of the Pacer Stacktrain invoice for the depreciated replacement value. Equipment shall at all times remain the property of Pacer Stacktrain despite receiving payment of the depreciated replacement value unless Pacer Stacktrain specifically, in writing, agrees to relinquish its property as part of an invoice settlement with the party paying the depreciated replacement value.
- 7.6 Maximum Use Period. The maximum period for Motor Carrier to use Pacer Stacktrain Equipment is ninety (90) days unless Pacer Stacktrain has specifically agreed to a longer use period in writing. The period of Interchange shall commence when Motor Carrier is notified that the Equipment is available (or if notification data is not available, when the Equipment is outgated) and shall terminate when the Equipment is returned to the location from which it was taken or other mutually agreed-to location. If the Equipment is not returned within ninety (90) days of the commencement of the period of use (or such longer time specifically permitted by Pacer Stacktrain in writing), the Equipment shall be considered lost and the depreciated replacement value of the Equipment will be due and payable and other provisions of Section 7.5 shall apply. Pacer Stacktrain may waive these provisions in writing if Motor Carrier provides evidence of the actual location of the Equipment or meets other conditions established by Pacer Stacktrain in its discretion.

8. FREE TIME AND EQUIPMENT PER DIEM CHARGES.

- 8.1 Free Time. Unless otherwise agreed to in writing by Pacer Stacktrain, the following sets forth the free time periods available for use of Pacer Stacktrain Equipment:
1. For loaded Pacer Stacktrain Equipment, usage shall begin at the time of notification or discharge of the load, whichever is later. Notification or discharge that occurs on a Saturday, Sunday or Holiday will be effective as of the next working day. For empty Equipment, usage shall begin at the time of outgate of the empty Equipment. Whenever free time includes a Saturday, Sunday or Holiday, such Saturday, Sunday and Holiday shall count as additional free days. A Saturday, Sunday or Holiday that follows the expiration of free time shall be counted as billable days. Pacer Stacktrain determines whether a day is a Holiday based on the holiday schedule of the geographic location where the Equipment is located. "Holidays" for Canada, Mexico and the United States are defined in the Stacktrain Rules.
 2. Empty Pacer Stacktrain Equipment returned loaded shall receive the day of Interchange and the next two (2) working days free when the Equipment is in the state of California, Oregon, Utah or Washington. For all other states and Canada, the Equipment shall receive the day of Interchange and the next three (3) working days free.
 3. Loaded Pacer Stacktrain Equipment returned empty shall receive the day of discharge or notification, whichever is later, and the next two (2) working days free when the Equipment is in the state of California, Oregon, Utah or Washington. For all other states and Canada, the Equipment shall receive the day of notification or discharge, whichever is later, and the next three (3) working days free. In the event that discharge or notification data is not available, the day the Equipment outgates shall be considered the day of notification/discharge for the purposes of calculating free days and usage charges.

4. Loaded Pacer Stacktrain Equipment returned loaded shall receive the day of discharge or notification, whichever is later, and the next four (4) working days free when the Equipment is in the state of California, Oregon, Utah or Washington. For all other states and Canada, the Equipment shall receive the day of notification or discharge, whichever is later, and the next five (5) working days free. In the event that discharge or notification data is not available, the day the Equipment outgates shall be considered the day of notification/discharge for the purposes of calculating free days and usage charges.
- 8.2 Equipment Per Diem Charges. Unless otherwise agreed to in writing by Pacer Stacktrain, the following sets forth the use charges after expiration of free time assessed for use of Pacer Stacktrain Equipment:
1. Pacer Stacktrain Equipment 20, 40 or 45 feet in length, outgated empty and returned loaded, outgated loaded and returned empty, or outgated loaded and returned loaded, shall be charged \$30 per day from the first billable day and every day thereafter through the 10th billable day. The charge for the 11th billable day and every day thereafter will be \$80 per day.
 2. Pacer Stacktrain Equipment 48 or 53 feet in length, outgated empty and returned loaded or outgated loaded and returned empty, shall be charged \$30 per day from the first billable day and every day thereafter through the seventh billable day. The charge for the eighth billable day and every day thereafter will be \$80 per day.
 3. Pacer Stacktrain Equipment 48 or 53 feet in length, outgated loaded and returned loaded, shall be charged \$30 per day from the first billable day and every day thereafter through the 14th billable day. The charge for the 15th billable day and every day thereafter will be \$80 per day.
 4. Pacer Stacktrain Equipment of any size outgated empty and returned empty, shall be charged \$80 per day from the date of Interchange until returned. The charges set forth in Section 6 may also be assessed.

SCHEDULE 1

ROAD SERVICE REPAIR POLICY

Road Service Provider

The road service providers are Emergency Breakdown Service and Interstar N.A. (each a "Road Service Provider"). The EBS Service Center may be reached at 1-877-528-4737, 24 hours per day 7 days per week. The InterStar Service Center may be reached at 1-800-888-1001, 24 hours per day 7 days per week.

EBS (1-877-528-4737) will supply road service in the following states:

Arizona	Michigan	Oregon
California	Minnesota	South Dakota
Colorado	Missouri	Washington
Illinois	Montana	Wisconsin
Indiana	Nebraska	Wyoming
Iowa	Nevada	Utah
Idaho	New Mexico	
Kansas	North Dakota	
Kentucky	Ohio	

InterStar N.A. (1-800-888-1001) will supply road service in the following states:

Alabama	Mississippi	South Carolina
Arkansas	Maryland	Tennessee
Connecticut	New Hampshire	Texas
Delaware	New York	Virginia
Florida	New Jersey	West Virginia
Georgia	North Carolina	Vermont
Louisiana	Oklahoma	All Provinces of Canada
Maine	Pennsylvania	
Massachusetts	Rhode Island	

Road Service for Tire Problems. If the road service is necessary due to tire problems, the driver should first contact the Road Service Provider using the contact information above. Pacer Stacktrain will not be responsible for any tire repairs or replacements that are not handled through the Road Service Provider. However, in limited circumstances, Pacer Stacktrain may pay for tire repairs or replacements not handled through the Road Service Provider if the Motor Carrier contacts a Pacer Stacktrain authorized M&R representative and obtains prior written approval of such tire repair and replacement. Used tires and non-intermodal tires are **not** an acceptable replacement on Pacer Stacktrain Equipment. Motor Carrier must pay Pacer Stacktrain for the replacement of the tire applied by Motor Carrier (notwithstanding that such tire repair or replacement may have been approved in writing in advance by a Pacer Stacktrain authorized M&R representative) if it is subsequently determined that such tire does not meet FHWA standards or is a used tire or a non-intermodal tire.

Road Service for Mechanical Repairs. If the road service involves mechanical repairs of the Equipment, Motor Carrier should first contact the Pacer Stacktrain district M&R representative at the contact number listed in Schedule 2. If the district M&R representative is not available, Motor Carrier should next contact the Pacer Stacktrain M&R Audit group at the contact numbers listed in Schedule 2. Pacer Stacktrain must authorize each mechanical repair before the repair is started. Pacer Stacktrain authorization is documented through the issuance of a purchase order.

Information Required for Road Service. When contacting Pacer Stacktrain or the Road Service Provider for road service, the following information will be requested:

- Driver Name
- Tractor #
- Company Name
- Terminal City
- Company phone #
- Cellular phone number to driver if applicable
- Chassis and container #
- Breakdown city and state
- Exact breakdown location (i.e. business name and address or Interstate and exit number)

- Repair required
- Position to be worked on
- Apparent Cause
- If Tire,
 - Defect (Flat, Peeled cap)
 - Position on unit (**RFI, RFO**)
 - Tire Size
 - Rim Type

Allocation of Fees for Shared Repairs. If Pacer Stacktrain and Motor Carrier are both responsible for some portion of the repairs on the call, the road service dispatch fee and service call will be split between Pacer Stacktrain and Motor Carrier. Each party will pay for those repairs for which it is responsible directly to the Road Service Provider.

Chicago Airing Station. Pacer Stacktrain offers airing stations at Chicago area terminals. Hours of operation are set forth in the table below. To reduce the expense and delay associated with road service tire repairs, Pacer Stacktrain recommends that drivers have all eight tires aired up before exiting the terminal.

<u>Terminal Location</u>	<u>Airing Station Hours</u>
UP Global 1	24 hrs a day, 7 days a week
UP Dolton	24 hrs a day, 7 days a week
McCook	6 am to 11pm M-F, 6 am to 4 pm Sat.

Motor Carrier's Responsibility for Dry Run Charges. If the Road Service Provider calls a repairman to the site at the request of Motor Carrier and Motor Carrier subsequently dismisses the Road Service Provider's repairman in order to use a different tire supplier, Motor Carrier will be responsible for Road Service Provider's full service charge for the dry-run.

SCHEDULE 2
CONTACT INFORMATION

Pacer Stacktrain Regional M&R Representatives

The regional Pacer M&R representative are as follows:

Central Region:	Office	Cell
Chuck Griffin		630-649-1603
Chris Munsell		630-699-6057
Greg Keefner	708-387-1227	708-426-9419.
Eastern Region:		
John Sullivan	973-820-0048	201-218-1646
Southern Region:		
Dylan Jordan	770-350-8323	404-435-1214
Texas		
Mike Johnson	214-421-0915	214-243-0028
Western Region:		
Jerry Quarle	209-983-2748	209-321-7807
Don Day		323-833-8435

Pacer Stacktrain and American President Lines (APL) are engaged in a chassis pool agreement. In the event you are pulling a load for APL regardless of the chassis, Motor Carrier must contact an APL representative from below list, and determine how they want the repair accomplished.

Southern Region:

Jeff Gurnik 404-351-9749 Ext 224
Off dock supplier contact Bill Hoole 630-645-3015

Eastern Region:

Mace Smallwood 973-465-5951
Off dock supplier contact Bill Hoole 630-645-3015

Central Region:

Jim Berry 773-650-7158
Off dock supplier contact Bill Hoole 630-645-3015

Pacific Southwest Region:

Frank Moreno 310-548-8731
Off dock supplier contact John Ryan 510-508-0325

Pacific Central Region:

Steve Larripa 510-272-2041
Off dock supplier contact John Ryan 510-508-0325

Pacific Northwest Region:

Jim Jacobes 206-933-4666
Off dock supplier contact John Ryan 510-508-0325

Pacer Stacktrain M&R Audit Representatives

(630) 645-5384

Pacer Stacktrain Equipment Planning and Control Department

(925) 887-1400

Effective: October 1, 1999
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