

BEFORE THE
SURFACE TRANSPORTATION BOARD



DOCKET NO. MC 21034

POOLING APPLICATION
FILED PURSUANT TO
49 U.S.C. SECTION 14302

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CLEAN TRUCK COALITION, LLC JUN 3 2009
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Dated: June 3, 2009

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BEFORE THE
SURFACE TRANSPORTATION BOARD



DOCKET NO. MC-_____

POOLING APPLICATION
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49 U.S.C. SECTION 14302

CLEAN TRUCK COALITION, LLC

This Pooling Application ("**Application**") is filed pursuant to 49 U.S.C. Section 14302. It seeks approval by the Surface Transportation Board ("**the Board**") of the proposed joint venture operating agreement ("**Operating Agreement**" or "**Pooling Agreement**") between the participating motor carriers to engage in a pooling of certain traffic, services, equipment, and operations as described herein. The Operating Agreement is appended hereto as Appendix 1¹. The proposed effective date of the pooling arrangement is August 1, 2009. In accordance with the requirements of 49 C.F.R. Part 1184, *Motor Carrier Pooling Operations* ("**Part 1184**"), applicants respectfully submit the following:

¹ The Operating Agreement relates to the formation by the subject motor carriers of Clean Truck Coalition, LLC, a California limited liability company, as the corporate methodology to effectuate their joint enterprise.

I.

**IDENTIFICATION OF ALL CARRIERS PARTY
TO THE JOINT VENTURE OPERATING AGREEMENT
(49 C.F.R. PART 1184.2(a))**

The motor carrier parties to the pooling arrangement include: (i) **Green Fleet Systems, LLC**, a Delaware limited liability company; (ii) **California Intermodal Associates, Inc.**, a California corporation; (iii) **Fox Transportation, Inc.**, a California corporation; (iv) **Golden State Express, Incorporated**, a California corporation; (v) **Harbor Division, Inc.**, a California corporation; (vi) **Overseas Freight Inc.**, a California corporation; (vii) **Pacific 9 Transportation, Inc.**, a California corporation; (viii) **Progressive Transportation Services, Inc.**, a California corporation; (ix) **Southern Counties Express, Inc.**, a California corporation; and, (x) **Total Transportation Services, Inc.**, a California corporation (hereinafter sometimes collectively referred to as “**applicants**,” “**members**,” or “**participating motor carriers**”). Each motor carrier is a member of the Clean Truck Coalition, LLC, a California limited liability company (“**CTC**”), and as such, is a party and subject to the terms and conditions of the Operating Agreement attached hereto. For purposes of this Application, the term “clean truck” or “clean trucks” shall refer to a motor vehicle tractor that is equipped with a 2007 or newer diesel engine or an engine powered by alternative fuel such as liquefied natural gas (“**LNG**”), compressed natural gas (“**CNG**”), or a hybrid electric/diesel system, and which is compatible with the protocols of the Clean Truck Program described below.

II.

**GENERAL DESCRIPTION OF THE TRANSACTIONS
(49 C.F.R. PART 1184.2(b))**

Each of the participating motor carriers generally conducts regional transportation operations with a specialized interest as duly licensed, registered, and

qualified companies to serve the Ports of Los Angeles and Long Beach (collectively, "Ports" and individually, "Port") as part of a comprehensive Clean Truck Program ("Program") to operate vehicles to and from these facilities. The Program is an environmental program aimed at reducing air pollution caused by the trucks used to transport cargo to and from each Port facility.²

Generally, the participating motor carriers pick up or deliver containers at and to facilities of each Port. The containers have had a prior movement, often in interstate commerce by rail and motor or, internationally, by ocean carrier. The overall delivery territory varies by each participating motor carrier, depending on customer requirements, container stationing and warehouse locales throughout Southern California and beyond. As such, each motor carrier is a participant in the Program through the overarching San Pedro Bay Ports Clean Air Action Plan ("**Clean Air Action Plan**").³

The applicants are duly qualified to meet and satisfy stringent clean truck requirements in connection with their access to and from the Ports of Los Angeles and Long Beach as part of a comprehensive strategy to dramatically cut air pollution, reduce health risks associated with air pollution and mitigate traffic for a global seaport complex. The Clean Air Action Plan seeks to develop and implement:

- A truck replacement program which will phase out all "dirty" diesel trucks from the Ports within five (5) years;

² The Clean Air Action Plan was implemented by the Board of Harbor Commissioners, City of Los Angeles, at a meeting held on October 23, 2008, pursuant to Order No. 08-6973, amending Tariff Circular No. 36 to Port of Los Angeles Tariff No. 4. Likewise, the Port of Long Beach took similar action after it added Rule 34-J, Section 10, Clean Air Action Plan, to Port of Long Beach Tariff No. 004. Information on the Clean Trucks Program is available at the Ports' websites, <http://www.polb.com/cleantrucks> and <http://www.portoflosangeles.org/cleantrucks>.

³ By way of explanation, it is estimated that approximately forty percent (40%) of the United States' import and export container traffic flows through the Ports of Los Angeles and Long Beach, making them critical components of the nation's economy. Containers unloaded and loaded at the Ports are transported, or drayed, by trucks to and from off-port terminals, rail yards, and other locations outside of the Ports at the expense of the cargo's owners. Overall, these drayage operations are critical to the Ports' operations and functions and involve thousands of trucks and drivers. The participating motor carriers are part of the drayage carrier community.

- Replacement of "dirty" diesel trucks with a new generation of clean or retrofitted vehicles;
- Aggressive milestones with measurable goals for air quality improvements;
- Recommendations to eliminate emissions of ultra-fine particulates; and,
- A technology advancement program to reduce greenhouse gases.

The Program is a strategic part of the Clean Air Action Plan and is designed to provide grants and financial incentives that allow selected trucking companies to replace older, high-polluting trucks with newer, cleaner trucks. The Program also aims at creating a more consolidated network of so-called "Concessionaires" who can be held accountable for performing regular maintenance on trucks in a manner that helps ensure lower emissions output over the life of the truck.⁴

The Clean Air Action Plan represents an investment by the Port of Los Angeles and the Port of Long Beach of hundreds of millions of dollars. A portion of that investment has been channeled to the Program. Within the Program, the applicants collectively represent less than ten percent (10%) of the overall monthly truck activity to and from Long Beach and Los Angeles harbor facilities. By volume of monthly container activities to and from the Ports, each carrier represents:

⁴ In the latest "preemption case" involving the Program, entitled American Trucking Associations, Inc. v. The City of Los Angeles, et al., CV08-04920 CAS (TX) ___ F.Supp. 3d ___ (2009), 2009 U.S. Dist LEXIS 40656, Judge Christina Snyder issued an injunction against the enforceability of certain portions of the standard Concession Agreement as preempted under the Federal Aviation Administration Authorization Act, 49 U.S.C. Section 145019(c)(2)(A). However, the scope of the injunction did not include that portion of the Clean Trucks Program related to clean trucks and the vehicle replacement aspects thereof as described herein. See also, American Trucking Associations, Inc. v. City of Los Angeles, 557 F. Supp. 2d 1110 (C.D. Cal. 2008), 2008 U.S. Dist. LEXIS 99691. rev. and amended by American Trucking Associations, Inc. v. City of Los Angeles, 559 F. 3d 1046 (2009), U.S. App. LEXIS 5827 (9th Cir. Cal. 2009), the predecessor cases to Judge Snyder's latest decision on the subject of the Program.

<u>Carrier</u>	<u>Monthly # of Containers</u>
C.I.A.	900
Fox	3,780
GSL	1,300
Green Fleet	3,240
Harbor Division	540
Overseas	2,800
Pac 9	7,700
Progressive	3,360
Southern Counties	6,750
TTSI	6,480
TOTAL	36,850

This cumulative number is miniscule when compared to the total container activity at either Port. Each Port provides overall yearly and monthly activity which is available at the website referred to in footnote 5 below.⁵

The participating carriers are regarded as small- to mid-sized companies. Individually, they use either employee drivers or independent contractors (under comprehensive lease contracts geared to the Program) to operate their own vehicles, including those clean trucks as defined herein, acquired by each applicant under the Clean Air Action Plan. Each participating carrier has been certified under the Program as a Licensed Motor Carrier ("LMC").

⁵- See www.portoflosangeles.org/stats/stats_2009/2009km; and, www.polb.com/economics/stats/teus_archive.asp.

The Program is a critical component of the Clean Air Action Plan in establishing a critical mass of clean alternative fuel drayage trucks serving each Port. The Program promotes the purchase, fueling and maintenance of on-road clean heavy duty trucks as a means of reducing air pollution on a very aggressive timeline. Each applicant operates clean trucks through the Program thereby providing a common operating symmetry which naturally leads to this proposal to use the specialized equipment on a shared basis to better maximize the overall short- and long-term goals of the Clean Air Action Plan. In this regard, both Ports have adopted "rolling truck bans" under which certain older trucks are gradually prohibited from providing drayage services at each respective Port.⁶ As a result, the expanded opportunity for each applicant to use the other applicants' clean trucks becomes more critical as these standards are implemented by each Port.

To further achieve the Program's goals, each Port has imposed on cargo owners a Clean Truck Fee of Thirty-Five Dollars (\$35.00) for each loaded 20-foot container transported to a Port by a dirty truck. The fee for a 40-foot container is Seventy Dollars (\$70.00). The Ports intend to use the money raised by these fees, along with other state and local government subsidies, to fund a program to support the replacement of older vehicles. Each of the participating motor carriers has purchased clean trucks for the Program and are parties to related Concession Agreements with each Port.

Through the proposed pooling operation, and without interrupting their own carrier services, the motor carrier participants will establish an area network of service providers consisting of a class of strong and reliable asset-based regional operators within the context of their own clean truck programs. These motor carrier participants share as a common denominator amongst them their status as specially qualified and

⁶ Beginning with a ban on pre-1989 trucks that commenced October 1, 2008 and culminating January 1, 2012 with a ban on all trucks that do not meet Environmental Protection Agency 2007 Truck Emission Standards.

licensed entities which serve the particular market area utilizing the clean truck resources on a collaborative basis.

Accomplishing these joint goals and efficiencies will require the coordination and combination of the applicants' information technology, operations, leased equipment, vendor contacts and resources, maintenance facilities, vehicles and related administration. This structure, likewise, will require the development of an internal and external communication and joint management plan; the training of representatives to best maximize this opportunity; and, the implementation of ways to cross-sell and promote each others' services as licensed operators with access to the Ports.

The participating motor carriers anticipate that their joint efforts will facilitate the most efficient allocation and utilization of their specialized clean truck equipment between them, allowing for better operating efficiency and operation of the vehicles without the need to add new equipment, thereby economically enhancing the common goals and purposes of the Port of Los Angeles and the Port of Long Beach and reducing the health risks to the local population and the environment.

Through the proposed form of Operating Agreement, the applicants have developed, and seek to achieve, a coordinated network of information to better utilize shared technology for tracking clean fuel vehicles; coordinate internal invoicing on vehicle leases between them; and, jointly purchase necessary equipment and materials on a group basis, increasing leverage to obtain better maintenance equipment and services at a lower cost that would not otherwise be available to a single operator.

Each of the applicants has been selected and qualified as a Concessionaire for purposes of participating in the Program. As a group, they share the unique qualifications necessary for operating clean trucks consistent with the goals of the Program. Individually, the applicants have made a significant investment in clean trucks through the purchase of over six hundred (600) of such units using their own funds. One

of the purposes of the Pooling Agreement is to provide a mechanism whereby each member of the LLC has access to the inventory of these vehicles on a continuous basis. The clean trucks purchased by the applicants include vehicles powered by alternative fuels such as LNG, as well as vehicles powered with the 2007 diesel engine technology (the most up-to-date clean-burning diesel technology available). Because the applicants are committed to the goals of the Clean Air Action Plan, they would welcome the opportunity to augment their fleets with additional clean trucks, but are currently financially unable to do so. Instead, they intend to create a clean truck clearinghouse between them to monitor trucks available so that a member may have access to such equipment when its own fleet is otherwise committed to existing shipments. The trucking suppliers of clean truck vehicles assure that there is a consistent use of the equipment to promote the goals of the Program.

The best alternative is for the applicants to be able to pool their clean trucks. In this way, the applicants can maximize the utility of the clean trucks they already own. Each trip made by a clean truck that would otherwise have been idle without the pooling arrangement, represents a trip not made by a "dirty" truck and a further reduction in particulate emissions pursuant to the goals of the Clean Air Action Plan. Together, the participating carriers currently represent a fleet of 626 new clean trucks, allocated between them as follows:

<u>Carrier</u>	<u>Clean Trucks</u>
C.I.A.	15
Fox	70
GSL	15
Green Fleet	60
Harbor Division	10
Overseas	40
Pac 9	110
Progressive	61
Southern Counties	125
TTSI	120
TOTAL	626

Overall, there are approximately 5,000 clean trucks currently operating within the Ports.

Within the network established between them, the participating motor carriers will have the means to offer better and more coordinated transportation services to their customers from and to these critical service points, with the goal of offering service superior to that which may be achieved through the typical interline counterparts.

III.

STANDARDS FOR REVIEW

In accordance with 49 U.S.C. § 14302(c)(2), when a pooling application is made, the Board undertakes to make a determination as to "whether the agreement or combination is of major transportation importance and whether there is substantial likelihood that the agreement or combination will unduly restrain competition." If it is

determined that neither of these two factors exists, then the Board may approve and authorize the agreement without a hearing. 49 C.F.R. § 1184.3.

The statutory standards for approval are that the agreement: "(1) will be in the interest of better service to the public or of economy of operation; and, (2) will not unreasonably restrain competition". 49 U.S.C. § 14302(b). See ICC Ex. Parte No. MC-141, Policy Statement on Motor Carrier Pooling Application, 127 MCC 746 (decided March 30, 1981).

IV.

SPECIFIC DESCRIPTION OF THE OPERATING AUTHORITIES SOUGHT TO BE POOLED (49 C.F.R. PART 1184.2(c))

To achieve their joint plan, the participating motor carriers will rely on the commonality of their current U.S. Department of Transportation (DOT) registrations under 49 U.S.C. Sections 13901, 13902. Each has been and must continually remain *duly qualified and certified as Concessionaires by the ports of Los Angeles and Long Beach to be part of the far-reaching Clean Air Action Plan to reduce particulate matter emissions from all sources associated with the transportation functions carried on at the Ports, while mandating the use of alternative fuel services.* Together, both requirements create a common operating focus.

The involved operating registrations for each applicant are identified in Appendix 1 hereto. By virtue of these registrations, each applicant is authorized to transport general commodities throughout the United States. Within the scope of their origin Los Angeles and Long Beach port operations, the applicants propose to augment their present service from a separate to a joint regionalized service to most efficiently use and operate their special equipment between them, without abandoning their own individual services. The Plan will be an extension of such services.

V.

**BASIS AND STRUCTURE AS
A GENUINE POOLING ARRANGEMENT
(49 C.F.R. PART 1184.2(d))**

To achieve their common operating goals and efficiencies, the participating motor carriers will depend on each other to pool and/or divide specialized clean truck equipment and corresponding traffic, as necessary, to conduct the contemplated joint operations, with a specific emphasis on exchanging vehicles to fill traffic lanes, including a lease arrangement between them to distribute these specialized vehicles to cover loads to and from the Port facilities. Likewise, the participating motor carriers will use collective purchasing options for fuel, equipment, and materials to better manage costs of operations through a central buying mechanism established among and available to the applicants.

In order to provide a structure to best facilitate and manage their joint efforts, the participating motor carriers will proceed to formalize CTC. Each carrier is a member of CTC, with an equal ownership interest in this entity. In effect, CTC will operate as a joint venture within a limited liability company structure.

Having formed CTC, the applicants, in turn, have agreed to manage their respective interests therein through an Operating Agreement, a copy of which is attached hereto as Appendix 2. The terms of the Operating Agreement are largely typical of such limited liability company arrangements and serve to solidify the joint operating and lease commitments between the applicants to implement and manage the enterprise, as LMC carriers, collectively extending to each other the continuous availability to access and use each other's specialized equipment clean truck assets.

The arrangement between them creates a viable opportunity for the participating motor carriers to cross-sell and promote each other's services, to leverage clean truck equipment utilization, with or without drivers, and to maximize the significant investment

necessary to qualify for and continue in the Program. Overall, the Operating Agreement contemplates the implementation of a seamless transportation functionality within the relevant service area.

VI.

RELEVANT TRANSPORTATION MARKETS AFFECTED BY THE PROPOSED POOLING ARRANGEMENTS (49 C.F.R. PART 1184.2(e))

The Clean Air Action Plan necessarily defines the relevant market: shipments transported to and from the Ports of Los Angeles and Long Beach using clean trucks. The outbound deliveries will generally be to designated rail and truck container yards, nearby distribution facilities, and other regional service points. Inbound shipments will represent traffic moving in the reverse direction.

The participating motor carriers will continue to conduct their own transportation operations. Essentially, each will continue to serve the Ports of Los Angeles and Long Beach in the most efficient and economical manner, consistent with established custom and practice. By sharing freight and equipment opportunities among them to enhance these operations, the participating motor carriers expect to expand their own equipment utilization, load factors, operating efficiencies, and related revenue within this market area, particularly when circumstances prevent or compel direct service by one or more of the applicants.

VII.

THE COMPETITIVE ROUTING AND SERVICE ALTERNATIVES REMAINING IF THE POOLING AGREEMENT IS APPROVED (49 C.F.R. PART 1184.2(f))

To the extent that each applicant may operate vehicles not otherwise qualified as clean trucks in the course of their own operations, each participating motor carrier will

continue existing interchange arrangements with other carriers as to traffic moving on such regular, "non-clean" diesel tractors. Only the clean fuel vehicles are subject to this pooling application. Their individual qualification as LMCs in accordance with the Program and the Clean Air Action Plan creates a necessary operating distribution as a function of the Program. By necessity, this portion of the applicants' operations are particular to the Program and do not affect the existing routing and service alternatives offered by carriers using standard diesel tractors. The applicants' clean trucks represent a small percentage of the available routing and service alternatives. The applicants' participation in the proposed pooling arrangement will have a negligible, if any, effect on the competitive alternatives.⁷ In fact, there are several major trucking companies who are also LMCs and provide similar services as the Applicants. To that extent, the joint arrangements of the members will help to meet the competition of the larger carriers.

VIII.

AN ESTIMATE OF THE PUBLIC BENEFITS THAT WILL ACCRUE FROM APPROVAL OF THE PROPOSED AGREEMENT (49 C.F.R. PART 1184.2(g))

The Clean Air Action Plan is an example of a significant investment in public policy designed to protect the health of people and the environment in a critical metropolitan region. As integral stewards of the policy, the participating motor carriers have come together to find common ground to jointly support and enhance this investment. Approval of the proposed agreement will allow the applicants to maximize

⁷ In Federal Maritime Commission v. City of Los Angeles, ___ F. Supp. 2d ___ (DC 2009), 2009 U.S. Dist. LEXIS 32403, Case No. 08-1895 (RJL) (D.D.C., April 15, 2009), the District Court denied a request by the FMC to enjoin portions of the Program. The FMC argued that the Program created two classes of carriers: those that qualified as a LMC, and those that did not. As a result, the FMC contended that the Program was anti-competitive. The Court rejected that position finding that access to the Program resulted in an "unconcentrated market." Likewise, the Court rejected the notion that LMCs could artificially raise prices and rates for services. Overall, the Court found that the Program did not "harm competition in the drayage market" as between LMC and non-LMC carriers and, moreover, as between the population of LMC drayage companies.

their participation in the Program by lowering the cost barriers to such participation. For example, the ability to jointly purchase materials and equipment specialized for clean trucks allows the applicants to leverage their collective buying power and frees the applicants' resources for further expansion of the overall Program. The more clean trucks the applicants can presently use and, ultimately, afford to operate, the fewer "non-clean" trucks will be needed to service the same transportation needs. Reduced combustion of diesel fuels, in turn, reduces emissions of particulates targeted by the Program and directly improves the health of the people and the environment in and around the Ports of Los Angeles and Long Beach. It would be difficult to estimate the public benefits arising from these proposed pooling arrangements, but they are obviously significant.

IX.

EFFECT OF THE POOLING ARRANGEMENT ON PRESENT AND FUTURE COMPETITION (49 C.F.R. PART 1184(h))

One of the principal purposes of the pooling agreement is to facilitate seamless transportation utilizing a special class of vehicles amongst a diverse group of carriers admitted to the Program. It is the Clean Air Action Plan that defines the universe of eligible carriers and, ultimately, the competitive landscape. No large body of carriers could or would participate in the pooling agreement for the simple reason that inter-governmental action circumscribed the segment of the industry which is eligible to operate the clean vehicles. That determination is not the product of any overt action by the applicants. Instead, they undertook to apply for and become part of the Program. Having achieved that goal, among many other carriers, the applicants will take the opportunity one step further in order to provide a higher level of service to their

customers who require continuous access to critical port facilities, and to create an environment in which to leverage the greatest use of clean vehicles.

Further, because the preponderance of clean trucks is currently owned by larger trucking companies, this pooling arrangement will allow the smaller and mid-sized applicants greater access to clean trucks. This improved access to clean truck technology will increase the ability of the smaller companies to compete with larger trucking operations and will ultimately further the goals of the Program and the Clean Air Action Plan. There are approximately 1,200 LMCs serving the Ports of which only ten (10) would be parties to this pooling arrangement. Some of the non-members are considerably larger than any of the ten (10) participating motor carriers. There are no significant barriers to entry into this market.

As already determined by the District Court in the FMC case, *supra*, (see fn. 7), given the foregoing, there can be no adverse competitive outcome from the pooling proposal.

X.

**CERTIFICATION THAT RATES FOR POOLING
OPERATIONS WOULD NOT VIOLATE
THE RESTRICTIONS ON COLLECTIVE RULEMAKING
(49 C.F.R. PART 1184.2(i))**

It is hereby certified that the rates set for traffic and the joint assimilation of equipment under the agreement do not violate the restrictions on collective ratemaking contained in 49 U.S.C. Subtitle IV and Board regulations.

XI.

**THE RELATIVE TRANSPORTATION IMPORTANCE
OF THE POOLING AGREEMENT AS IT WOULD
AFFECT THE PUBLIC AND THE NATIONAL TRANSPORTATION SYSTEM
(49 C.F.R. PART 1184.2(j))**

With the investment made by the Port of Los Angeles and the Port of Long Beach, it is only natural that those carriers with whom the Ports have associated to

implement their environmental mandate come together to maximize the use of all available clean trucks between them. The Clean Air Action Plan is premised on a significant investment in mitigating pollution attributable to heavy vehicles. The applicants are an integral part of this movement.

The applicants' commitment to the goals of the Program as part of a new category of service creates a unique opportunity to economically and expeditiously support this local and national plan to the benefit of the public interest. Approval of the proposed pooling arrangement would allow the applicants to take full advantage of the opportunities to benefit public health offered by the Program. Maximizing the benefits to public health offered by the Program obviously increases the Program's success as measured by its goals and increases the likelihood that other segments of the national transportation system will follow suit to the greater enhancement of the public good.

XII.

NON-POOLING CARRIERS NOT INCLUDED IN THE POOLING ARRANGEMENT (49 C.F.R. PART 1184.2(k))

For the reason that the common denominator between the transportation motor carriers is their sanction from the Port of Los Angeles and the Port of Long Beach under the Program, as opposed to so-called regular, commercial carriers using vehicles outside of the Program, the applicants are uniquely positioned to integrate a common service and equipment plan. There are currently in existence other similarly sanctioned carriers who are not part of the proposed pooling arrangement. Applicants are mindful that other similarly-situated Program-approved carriers could further enhance competition by streamlining the applicants' operations and the applicants are willing to consider, with approval by the Board, additional participants who are also qualified and meet the criteria of the Operating Agreement.

As the pooling operation gets underway, the applicants, consistent with the principles of competition, and as permitted by the Board as well as the mandates of the Program, are willing to include suitable, authorized and qualified nonpool carriers capable of providing the services and conducting the operations necessary to meet the common operating criteria they have established between themselves.

XIII.

POTENTIAL ENERGY AND ENVIRONMENTAL EFFECTS OF THE PROPOSED POOLING ARRANGEMENTS (49 C.F.R. PART 1184.2(l))

It is a safe assumption that the implementation of the proposed pooling agreement will have dramatic positive effects on the environment and with respect to energy usage. At present, the carriers have at their disposal specialized equipment to meet a legislative and service mandate, all of which is designed to meet major environmental prerogatives.

This application goes hand-in-hand with a major investment in safe and environmentally-sound transportation services. The success of the investment will result in dramatic improvements in environmental quality, particularly air quality, and a reduction in the particulate matter emissions. These improvements in environmental quality will beneficially impact public and environmental health.

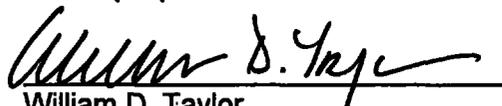
In the end, the pooled regional operations will provide a more economic and efficient method of facilitating traffic to and from the principal service area on a much more integrated, seamless basis.

XIV.

CERTIFICATION BY APPLICANTS (49 C.F.R. PART 1184.2(m))

I, William D. Taylor, counsel for applicants, do hereby certify that the representations made herein for pooling authority submitted on behalf of each of the

named applicants are, to the best of my knowledge and belief, true and correct.

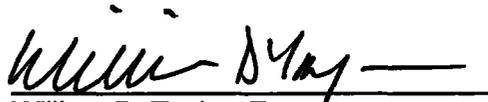

William D. Taylor

XV.

CONCLUSION

For all of the foregoing reasons, applicants, jointly and severally, respectfully submit that the pooling agreement filed herewith will further the National Transportation Policy by enabling them to better leverage their investment in clean vehicles as part of the Program. Accordingly, it is requested that the Pooling Agreement be approved without a hearing.

Respectfully submitted,


William D. Taylor, Esq.
Wendy Tauriainen, Esq.
Hanson Bridgett LLP


James A. Calderwood, Esq.
Zuckert, Scoutt & Rasenberger, LLP

APPENDICES

1. **Copies of the registrations ("authorities") of each carrier taken from the website of the Federal Motor Carrier Safety Administration**
2. **Operating Agreement**
3. **A caption summary for Federal Register publication**

APPENDIX 1

FMCSA Motor Carrier



USDOT Number: 1716527
Docket Number: MC629533
Legal Name: GREEN FLEET SYSTEMS LLC
DBA (Doing-Business-As) Name

Addresses

Business Address: 19530 SOUTH ALAMEDA ST
RANCHO DOMINGUEZ, CA 90221
Business Phone: (310) 816-0610 Business Fax: Fax: (310) 830-4217
Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: NO

Authorities:

Common Authority:	ACTIVE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO	Cargo Required:	YES	Cargo on File:	YES		
BOC-3:	YES	Bond Required:	NO	Bond on File:	NO		

Blanket Company: OKLAHOMA TRUCK PLATES & PROCESS AGENTS LLC

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 12/21/2007
Policy/Surety Number: CA0384603	Coverage From: \$0	To: \$1,000,000
Effective Date: 01/25/2008	Cancellation Date:	

Insurance Carrier: WILLIAMSBURG NATIONAL INS CO.
Attn: SHARON WALKER
Address: 12641 E. 166TH STREET
CERRITOS, CA 90701 US
Telephone: (800) 229 - 8790 Fax: (562) 404 - 4792

Form: 34	Type: CARGO	Posted Date: 01/22/2009
Policy/Surety Number: 5000JMA14011170	Coverage From: \$0	To: \$5,000*
Effective Date: 01/25/2009	Cancellation Date:	

Insurance Carrier: UNDERWRITERS AT LLOYDS LONDON
Attn: LLOYD'S ILLINOIS INC
Address: 181 W. MADISON, SUITE 3870
CHICAGO, IL 60602 US
Telephone: (312) 407 - 6208 Fax: (312) 407 - 6229

FMCSA Motor Carrier

USDOT Number: 1156236
Docket Number: MC465891
Legal Name: CALIFORNIA INTERMODAL ASSOCIATES, INC
DBA (Doing-Business-As) Name



Addresses

Business Address: 6666 E WASHINGTON BL
COMMERCE, CA 90040
Business Phone: Business Fax: Fax: (323) 201-3030
Mail Address: 6666 E WASHINGTON BL
COMMERCE, CA 90040
Mail Phone: Mail Fax: Undeliverable Mail: NO

Authorities:

Common Authority:	NONE	Application Pending:	NO		
Contract Authority:	ACTIVE	Application Pending:	NO		
Broker Authority:	NONE	Application Pending:	NO		
Property:	YES	Passenger:	NO	Household Goods:	NO
Private:	NO	Enterprise:	NO		

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$1,000,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO	Cargo Required:	NO	Cargo on File:	NO		
BOC-3:	YES	Bond Required:	NO	Bond on File:	NO		

Blanket Company: ALL AMERICAN AGENTS OF PROCESS

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 10/08/2007
Policy/Surety Number: CA0330398	Coverage From: \$0	To: \$1,000,000
Effective Date: 10/12/2007	Cancellation Date:	

Insurance Carrier: WILLIAMSBURG NATIONAL INS CO.
Attn: SHARON WALKER
Address: 12641 E. 166TH STREET
CERRITOS, CA 90701 US
Telephone: (800) 229 - 8790 Fax: (562) 404 - 4792

Rejected Insurances:

Form:	Type:	Coverage From: \$0	To: \$0
Policy/Surety Number:		Received:	Rejected:
Rejected Reason:			

FMCSA Motor Carrier

USDOT Number: **1388780**
Docket Number: **MC528670**
Legal Name: **FOX TRANSPORTATION INC**
DBA (Doing-Business-As) Name



Addresses

Business Address: **8610 HELMS AVENUE
RANCHO CUCAMONGA, CA 91730**
Business Phone: **(909) 477-6777** Business Fax: **Fax: (909) 481-0257**
Mail Address:

Mail Phone: _____ Mail Fax: _____ Undeliverable Mail: **NO**

Authorities

Common Authority:	NONE	Application Pending:	YES	
Contract Authority:	ACTIVE	Application Pending:	YES	
Broker Authority:	NONE	Application Pending:	YES	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$750,000
Cargo Exempt:	NO	Cargo Required:	YES	Cargo on File:	YES		
BOC-3:	YES	Bond Required:	YES	Bond on File:	NO		

Blanket Company: **TRUCK PROCESS AGENTS OF AMERICA, INC**

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 01/27/2009
Policy/Surety Number: RICCA0002302	Coverage From: \$0	To: \$750,000
Effective Date: 02/01/2009	Cancellation Date:	

Insurance Carrier: **REDLAND INSURANCE CO.**
Attn: **CHUCK BOLTON**
Address: **7 TIMES SQUARE 36TH & 37TH FLR
NEW YORK, NY 10036 US**
Telephone: **(212) 805 - 9709** Fax: **(212) 805 - 9801**

Form: 34	Type: CARGO	Posted Date: 02/04/2008
Policy/Surety Number: 2099330242	Coverage From: \$0	To: \$5,000*
Effective Date: 02/01/2008	Cancellation Date:	

Insurance Carrier: **THE CONTINENTAL INSURANCE CO.**
Attn: **DARRELL EVANS**
Address: **2405 LUCIEN WAY
MAITLAND, FL 32751 US**
Telephone: **(407) 919 - 3122** Fax: **(407) 670 - 0090**

FMCSA Motor Carrier

USDOT Number: 1130136
Docket Number: MC459461
Legal Name: GOLDEN STATE EXPRESS, INC.
DBA (Doing-Business-As) Name



Addresses

Business Address: 19600 S ALAMEDA STREET
RANCHO DOMINGUEZ, CA 90221
Business Phone: (310) 667-5204 Business Fax: Fax: (310) 668-2096
Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: NO

Authorities

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	ACTIVE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO			Cargo Required:	YES	Cargo on File:	YES
BOC-3:	YES			Bond Required:	NO	Bond on File:	NO

Blanket Company: ABSOLUTE TRUCKING AUTHORITY

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 12/30/2008
Policy/Surety Number: DTP7400055	Coverage From: \$0	To: \$1,000,000
Effective Date: 12/19/2008	Cancellation Date:	

Insurance Carrier: DELOS INSURANCE COMPANY
Attn: JOE RAIA
Address: 120 WEST 45TH ST, 36TH FLOOR
NEW YORK, NY 10036 US
Telephone: (212) 702 - 3700 Fax:

Form: 34	Type: CARGO	Posted Date: 04/18/2008
Policy/Surety Number: 3444044	Coverage From: \$0	To: \$5,000*
Effective Date: 04/18/2008	Cancellation Date:	

Insurance Carrier: LEXINGTON INSURANCE COMPANY
Attn: EDWARD T. FOX
Address: 100 SUMMER ST., 30THFLR
BOSTON, MA 02110-2103 US
Telephone: (617) 330 - 8261 Fax: (866) 463 - 1826

FMCSA Motor Carrier

USDOT Number: 279458
Docket Number: MC195568
Legal Name: HARBOR DIVISION, INC.
DBA (Doing-Business-As) Name



Addresses

Business Address: 920 E PACIFIC COAST HWY
WILMINGTON, CA 90744
Business Phone: (310) 707-9122 Business Fax: Fax: (310) 707-9124
Mail Address: PO BOX 21907
LONG BEACH, CA 90801
Mail Phone: Mail Fax: Undeliverable Mail: NO

Authorities:

Common Authority:	ACTIVE	Application Pending:	NO	
Contract Authority:	ACTIVE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO			Cargo Required:	YES	Cargo on File:	YES
BOC-3:	YES			Bond Required:	NO	Bond on File:	NO

Blanket Company: PROCESS AGENT SERVICE COMPANY, INC.

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 11/25/2008
Policy/Surety Number: TP 9891777 01	Coverage From: \$0	To: \$1,000,000
Effective Date: 12/01/2008	Cancellation Date:	

Insurance Carrier: THE INSURANCE CO OF THE STATE OF PENNSYLVANIA
Attn:
Address: 70 PINE STREET
NEW YORK, NY 10270 US
Telephone: (877) 399 - 6442 Fax: (866) 797 - 1077

Form: 34	Type: CARGO	Posted Date: 02/23/2009
Policy/Surety Number: MXI98309773	Coverage From: \$0	To: \$5,000*
Effective Date: 02/23/2009	Cancellation Date:	

Insurance Carrier: FIREMAN'S FUND INSURANCE CO.
Attn: STEPHANIE RENERI, FIREMAN'S FUND MCGEE MARINE
Address: 777 SAN MARIN DRIVE
NOVATO, CA 94998 US
Telephone: (415) 899 - 2000 Fax: (415) 899 - 3600

FMCSA Motor Carrier

USDOT Number: **380698**
Docket Number: **MC265005**
Legal Name: **OVERSEAS FREIGHT, INC.**
DBA (Doing-Business-As) Name



Addresses

Business Address: **1525 SEABRIGHT AVENUE
LONG BEACH, CA 90813**
Business Phone: **(562) 980-1811** Business Fax: **Fax: (562) 980-1808**
Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: **NO**

Authorities:

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	ACTIVE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$1,000,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO	Cargo Required:	NO	Cargo on File:	NO		
BOC-3:	YES	Bond Required:	NO	Bond on File:	NO		

Blanket Company: **TRUCK PROCESS AGENTS OF AMERICA, INC**

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 05/30/2007
Policy/Surety Number: CA0372307	Coverage From: \$0	To: \$1,000,000
Effective Date: 06/01/2007	Cancellation Date:	

Insurance Carrier: **WILLIAMSBURG NATIONAL INS CO.**
Attn: **SHARON WALKER**
Address: **12641 E. 166TH STREET
CERRITOS, CA 90701 US**
Telephone: **(800) 229 - 8790** Fax: **(562) 404 - 4792**

Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Received:	Rejected:		
Rejected Reason:					

FMCSA Motor Carrier

USDOT Number: 1274552
Docket Number: MC496960
Legal Name: PACIFIC 9 TRANSPORTATION INC.
DBA (Doing-Business-As) Name



Addresses

Business Address: 21900 ALAMEDA STREET
LONG BEACH, CA 90810
Business Phone: (310) 603-6011 Business Fax: Fax: (310) 603-6012
Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: YES

Authorities:

Common Authority:	NONE	Application Pending:	NO	
Contract Authority:	ACTIVE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO			Cargo Required:	NO	Cargo on File:	NO
BOC-3:	YES			Bond Required:	NO	Bond on File:	NO

Blanket Company: EVILSIZOR TRANSPORTATION SERVICES

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 05/11/2009
Policy/Surety Number: TP 9891921 01	Coverage From: \$0	To: \$1,000,000
Effective Date: 05/17/2009	Cancellation Date:	

Insurance Carrier: THE INSURANCE CO OF THE STATE OF PENNSYLVANIA
Attn:
Address: 70 PINE STREET
NEW YORK, NY 10270 US
Telephone: (877) 399 - 6442 Fax: (866) 797 - 1077

Rejected Insurances:

Form:	Type:	Coverage From: \$0	To: \$0
Policy/Surety Number:		Received:	Rejected:
Rejected Reason:			

FMCSA Motor Carrier

USDOT Number: **910195**
Docket Number: **MC394156**
Legal Name: **PROGRESSIVE TRANSPORTATION SERVICES, INC.**
DBA (Doing-Business-As) Name



Addresses

Business Address: **5450 BANDINI BLVD**
BELL, CA 90201
Business Phone: **(323) 488-8316** Business Fax: **Fax: (323) 488-8327**
Mail Address:

Mail Phone: _____ Mail Fax: _____ Undeliverable Mail: **NO**

Authorities:

Common Authority:	ACTIVE	Application Pending:	NO	
Contract Authority:	NONE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$1,000,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO			Cargo Required:	YES	Cargo on File:	YES
BOC-3:	YES			Bond Required:	NO	Bond on File:	NO

Blanket Company: **EVILSIZOR TRANSPORTATION SERVICES**

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 08/03/2007
Policy/Surety Number: CA0329982	Coverage From: \$0	To: \$1,000,000
Effective Date: 08/01/2007	Cancellation Date:	

Insurance Carrier: **WILLIAMSBURG NATIONAL INS CO.**
Attn: **SHARON WALKER**
Address: **12641 E. 166TH STREET**
CERRITOS, CA 90701 US
Telephone: **(800) 229 - 8790** Fax: **(562) 404 - 4792**

Form: 34	Type: CARGO	Posted Date: 08/03/2007
Policy/Surety Number: 2686848	Coverage From: \$0	To: \$5,000*
Effective Date: 08/01/2007	Cancellation Date:	

Insurance Carrier: **LEXINGTON INSURANCE COMPANY**
Attn: **EDWARD T. FOX**
Address: **100 SUMMER ST., 30THFLR**
BOSTON, MA 02110-2103 US
Telephone: **(617) 330 - 8261** Fax: **(866) 463 - 1826**

FMCSA Motor Carrier

USDOT Number: **568488**
Docket Number: **MC250680**
Legal Name: **SOUTHERN COUNTIES EXPRESS, INC.**
DBA (Doing-Business-As) Name



Addresses

Business Address: **18020 S SANTA FE AVE**
RANCHO DOMINGUEZ, CA 90220
Business Phone: **(310) 900-2160** Business Fax: **Fax: (310) 605-6755**
Mail Address:

Mail Phone: _____ Mail Fax: _____ Undeliverable Mail: **NO**

Authorities:

Common Authority:	INACTIVE	Application Pending:	NO	
Contract Authority:	ACTIVE	Application Pending:	NO	
Broker Authority:	NONE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$1,000,000	BIPD on File:	\$1,000,000
Cargo Exempt:	NO			Cargo Required:	YES	Cargo on File:	YES
BOC-3:	NO			Bond Required:	NO	Bond on File:	NO

Older process agent filings may not be shown in the database. To inquire if a carrier has process agents, even if they are not shown here, please call (202)358-7069.

Comments: **FILED FOR GENERAL COMMODITY AUTH. IN 48 STATES IN SUB 0**

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 05/12/2008
Policy/Surety Number: CA0395403	Coverage From: \$0	To: \$1,000,000
Effective Date: 01/01/2008	Cancellation Date:	

Insurance Carrier: **WILLIAMSBURG NATIONAL INS CO.**
Attn: **SHARON WALKER**
Address: **12641 E. 166TH STREET**
CERRITOS, CA 90701 US
Telephone: **(800) 229 - 8790** Fax: **(562) 404 - 4792**

Form: 34	Type: CARGO	Posted Date: 07/31/2008
Policy/Surety Number: 43923472	Coverage From: \$0	To: \$5,000*
Effective Date: 08/01/2008	Cancellation Date:	

Insurance Carrier: **LEXINGTON INSURANCE COMPANY**
Attn: **EDWARD T. FOX**
Address: **100 SUMMER ST., 30THFLR**
BOSTON, MA 02110-2103 US
Telephone: **(617) 330 - 8261** Fax: **(866) 463 - 1826**

FMCSA Motor Carrier

USDOT Number: 1345451
Docket Number: MC508870
Legal Name: TOTAL TRANSPORTATION SERVICES, INC
DBA (Doing-Business-As) Name



Addresses

Business Address: 18735 SOUTH FERRIS PLACE
RANCHO DOMINGUEZ, CA 90220
Business Phone: (310) 816-3027 Business Fax: Fax: (310) 984-3195
Mail Address:

Mail Phone: Mail Fax: Undeliverable Mail: NO

Authorities:

Common Authority:	ACTIVE	Application Pending:	NO	
Contract Authority:	ACTIVE	Application Pending:	NO	
Broker Authority:	ACTIVE	Application Pending:	NO	
Property:	YES	Passenger:	NO	Household Goods: NO
Private:	NO	Enterprise:	NO	

Insurance Requirements:

BIPD Exempt:	NO	BIPD Waiver:	NO	BIPD Required:	\$750,000	BIPD on File:	\$2,000,000
Cargo Exempt:	NO			Cargo Required:	YES	Cargo on File:	YES
BOC-3:	YES			Bond Required:	YES	Bond on File:	YES

Blanket Company: ALL AMERICAN AGENTS OF PROCESS

Comments:

Active/Pending Insurance:

Form: 91X	Type: BIPD/Primary	Posted Date: 03/03/2008
Policy/Surety Number: 9798975	Coverage From: \$0	To: \$2,000,000
Effective Date: 03/01/2008	Cancellation Date:	

Insurance Carrier: NATIONAL UNION FIRE INS. CO. OF PITSBGH. PA
Attn:
Address: 70 PINE STREET
NEW YORK, NY 10270 US
Telephone: (877) 399 - 6442 Fax: (866) 797 - 1077

Form: 34	Type: CARGO	Posted Date: 02/28/2008
Policy/Surety Number: 1089509	Coverage From: \$0	To: \$5,000*
Effective Date: 11/01/2007	Cancellation Date:	

Insurance Carrier: LEXINGTON INSURANCE COMPANY
Attn: EDWARD T. FOX
Address: 100 SUMMER ST., 30THFLR
BOSTON, MA 02110-2103 US
Telephone: (617) 330 - 8261 Fax: (866) 463 - 1826

APPENDIX 2

**OPERATING AGREEMENT
OF
CLEAN TRUCK COALITION, LLC,
a California limited liability company**

This Operating Agreement of Clean Truck Coalition, LLC, a California limited liability company ("**Agreement**"), dated for reference purposes only May ____, 2009, is entered into by and between: (i) Green Fleet Systems, LLC, a Delaware limited liability company ("**Green Fleet**"); (ii) California Intermodal Associates, Inc., a California corporation ("**CIA**"); (iii) Fox Transportation, Inc., a California corporation ("**Fox**"); (iv) Golden State Express, Incorporated, a California corporation ("**Golden State**"); (v) Harbor Division, Inc., a California corporation ("**Harbor Division**"); (vi) Overseas Freight Inc., a California corporation ("**Overseas Freight**"); (vii) Pacific 9 Transportation, Inc., a California corporation ("**Pacific 9**"); (viii) Progressive Transportation Services, Inc., a California corporation ("**Progressive**"); (ix) Southern Counties Express, Inc., a California corporation ("**Southern Counties**"); and, (x) Total Transportation Services, Inc., a California corporation ("**TTSI**"). Green Fleet, CIA, Fox, Golden State, Harbor Division, Overseas Freight, Pacific 9, Progressive, Southern Counties, and TTSI re referred to in this Agreement collectively as "**Members**" and separately as "**Member**".

Recitals

A. The Members are motor carriers who conduct regional transportation operations in the Los Angeles, California and Long Beach, California areas. Each Member is a participant in the San Pedro Bay Ports Clean Air Action Plan and the related Clean Truck Program ("**Program**"). The Program is a component of a Clean Air Action Plan whose goal is to reduce emissions generated by transportation operations in the area surrounding the San Pedro Bay Ports. Each Member is and at all times shall be a Licensed Motor Carrier ("**LMC**") under the Program established by the Port of Los Angeles and the Port of Long Beach, respectively.

B. The Members desire to enter into this Operating Agreement in order to facilitate their ability to leverage their resources for the benefit of the Members with regard to the Program and their respective participation in same. Specifically, the Members desire to enhance each Member's ability to participate in the Program by interchanging the specialized, environmentally-sound equipment and creating a purchasing program for equipment, materials, and other operating assets including insurance and leased vehicles.

NOW, THEREFORE, the Members agree as follows:

Agreement

1. Effective Date. This Agreement shall be effective as of the date that the U.S. Surface Transportation Board approves the Agreement.

2. Organization.

2.1 Formation. The Members hereby agree to form a California limited liability company ("**LLC**"), which LLC shall be governed by and in accordance with the provisions of the Beverly-Killea Limited Liability Company Act, as set forth in Sections 17000, *et seq.*, of the California Corporations Code ("**Act**").

2.2 Name. The LLC's name shall be "Clean Truck Coalition, LLC", and the LLC's business shall be conducted under such name.

2.3 Principal Place of Business. The LLC's principal place of business shall be located at: (i) 19530 Alameda Street, Rancho Dominguez, California, 90221; or, (ii) such other place or places in California as the Members may determine from time to time.

2.4 Filings.

2.4.1 Articles of Organization. The Members have: (i) executed (or caused to be executed) articles of organization ("Articles") in the form required by the Act; and, (ii) filed (or caused to be filed) such Articles with the Secretary of State of California. The Members shall: (i) amend the Articles, if and to the extent required by the Act; and, (ii) file, or cause to be filed, such amended Articles with the Secretary of State of California.

2.4.2 Biennial Statement. Within ninety (90) days after the Articles are filed with the Secretary of State of California pursuant to Section 2.4.1 above, the Members shall: (i) execute a statement pursuant to Section 17060 of the Act ("Biennial Statement"); and, (ii) file (or cause to be filed) such Biennial Statement with the Secretary of State of California. The Members shall file (or cause to be filed) a renewed Biennial Statement with the Secretary of State of California on a biennial basis in accordance with the Act.

2.4.3 Pooling Application. The Members shall be and are parties to the proceeding before the Surface Transportation Board for approval of a Pooling Application pursuant to 49 U.S.C. § 14302.

2.5 Term. The LLC shall: (i) commence on the date the Articles are filed with the Secretary of State of California pursuant to Section 2.4.1 above; and, (ii) continue until December 31, 2060, unless sooner terminated in accordance with Section 11 below.

2.6 Purpose and Business. Together with Section 14 hereof, the LLC's business ("Business") shall be to manage the pooling of Member assets and resources in order to: (i) among other things, promote Member participation in the Program by providing a mechanism for load balancing, sharing of equipment and purchasing power for equipment and materials; and, (ii) to acquire, own, operate, manage, and/or hold for investment such assets, if any, which the Members deem advisable from time to time. The LLC shall have the power to do all acts and things in furtherance of, and incidental to, such Business. For these purposes, the Members agree that each will lease clean trucks owned and operated by each Member to the other Members pursuant to this Agreement and in accordance with applicable federal law and regulation.

2.7 Percentage Interests. As used in this Agreement, a Member's "Percentage Interest" shall mean the percentage set forth below opposite such Member's name:

Green Fleet	10%
CIA	10%
Fox	10%
Golden State	10%
Harbor Division	10%
Overseas Freight	10%

Pacific 9	10%
Progressive	10%
Southern Counties	10%
TTSI	10%

As used in this Agreement, "**Percentage Interests**" shall mean the aggregate of the foregoing percentages, if and to the extent appropriate in the context.

3. **Capital.**

3.1 Initial Capital Contributions. In connection with the formation of the LLC, the Members shall each contribute _____ Thousand and no/100ths Dollars (\$____,000.00) to the capital of the LLC for which each Member shall receive a corresponding credit to its Capital Account (as defined below).

3.2 Additional Capital Contributions.

3.2.1 No Obligation. No Member shall be obligated to contribute additional capital to the LLC.

3.2.2 Members' Discretion. If those Members who hold a majority of the Percentage Interests held by all Members ("**Majority of Percentage Interests**") determine that the LLC requires additional funds or assets to conduct its business, then a Majority of Percentage Interests may obtain such funds by one or more of the following methods:

(a) A Majority of Percentage Interests may cause the LLC to borrow the required funds or assets from third parties upon such terms and conditions as the Majority of Percentage Interests deems to be commercially reasonable at the time;

(b) A Majority of Percentage Interests may permit one or more Members to make one or more loans to the LLC (collectively, "**Member Loans**" and separately, "**Member Loan**"). Each Member Loan shall be evidenced by the LLC's promissory note. The principal balance of a Member Loan, outstanding from time to time, shall bear interest at an annual rate equal to the most recent prime rate published in the Wall Street Journal from time to time ("**Prime Rate**"), plus five percent (5%), payable monthly. The LLC shall repay the entire principal balance of each Member Loan, together with interest thereon, prior to making distributions to any Member under Sections 4.2 or 11.3(c) below. All payments which the LLC makes on a Member Loan shall be treated as payments made to a partner not acting in its capacity as a partner under Section 707(a) of the Internal Revenue Code of 1986, as amended ("**Code**");

(c) A Majority of Percentage Interests may make a call on all Members to contribute the necessary funds or assets to the capital of the LLC. In such event, each Member shall have the right, but not the obligation, to contribute to the capital of the LLC that portion of the required additional funds or assets that is in the same proportion as the Percentage Interest of such Member is to the aggregate Percentage Interests of all Members. A Majority of Percentage Interests shall give written notice to each Member of: (i) the total amount of required additional capital; and, (ii) such Member's proportionate share thereof. Each Member shall have fifteen (15) days from the date such notice is given to contribute its proportionate share of the required additional capital to the LLC. If any Member

contributes less than its proportionate share of the required additional capital, each other Member may contribute that portion of the resulting deficiency ("**Deficiency Contribution**") which is in the same proportion as the Percentage Interest of such other Member is to the aggregate Percentage Interests of all Members who desire to contribute such deficiency. Each Member shall receive a credit to its Capital Account in an amount equal to the fair market value, net of liabilities, of any additional capital which such Member contributes to the LLC pursuant to this subsection (c).

3.3 No Withdrawal. Except as expressly provided otherwise in this Agreement, no Member shall have the right, without the other Members' prior written consent, to: (i) withdraw from the LLC; or, (ii) withdraw all or any part of the Member's capital contributions from the LLC. A Member's withdrawal, or attempt to withdraw, from the LLC in violation of this Section 3.3 shall constitute such Member's default under this Agreement.

3.4 Return of Capital/Distributions. No Member guarantees: (i) the return of any other Member's capital contributions or any other investment in the LLC; or, (ii) the LLC's distribution of any amounts under Section 4.2 or 11.3(c) below. Each Member acknowledges and understands that the other Members have not, at any time, expressly or implicitly represented, guaranteed, or warranted that: (i) any amount of profit will be realized as a result of an investment in the LLC; or, (ii) any cash distributions from LLC operations or otherwise will be made to Members (or any of them) by any specific date or will be made at all.

3.5 Capital Account. The LLC shall establish and maintain an individual capital account for each Member (collectively, "**Capital Accounts**" and separately, "**Capital Account**"), which Capital Account shall be determined and maintained in accordance with the provisions set forth in Treasury Regulations Section 1.704-1(b)(2)(iv).

4. Distributions.

4.1 Cash Available for Distribution. As used in this Agreement, "**Cash Available for Distribution**" shall mean the amount of cash which a Majority of Percentage Interests deems available for distribution to the Members, taking into account, among other factors: (i) all LLC obligations then due and payable (including, without limitation, any compensation payable under Section 6.5 below); (ii) anticipated LLC expenditures; (iii) amounts placed into reserves to satisfy customary and usual claims with respect to the LLC's business; and, (iv) anticipated LLC investments.

4.2 Manner of Distribution. During the term of the LLC, the LLC shall distribute Cash Available for Distribution to the Members in the following order of priority:

(a) First, to the Members, pro rata, in proportion to their respective unreturned Deficiency Contribution made pursuant to Section 3.2.2(c) above, until each Member shall receive distributions under this subsection (a) in an amount which, in the aggregate, equals the Member's Deficiency Contribution;

(b) Second, to the Members, pro rata, in proportion to their respective unreturned capital contributions, until each Member has received distributions under this subsection (b) in an amount which, in the aggregate, equals the Member's capital contributions; and,

(c) Thereafter, to the Members, pro rata, in accordance with their respective Percentage Interests.

4.3 Time of Distribution. Subject to Section 4.4 below, the LLC shall distribute Cash Available for Distribution to the Members pursuant to Section 4.2 above at such times as a Majority of Percentage Interests shall determine.

4.4 Limitations on Distributions. The LLC may not make a distribution pursuant to this Section 4 if, after giving effect to such distribution: (i) the LLC would not be able to pay its debts as they become due in the usual course of business; or, (ii) the LLC's total assets would be less than the sum of its total liabilities. This Section 4.4 is intended to comply with Section 17254 of the Act and shall be construed consistently therewith.

4.5 Recontribution of Distributions. The Members understand and acknowledge that they are obligated to recontribute LLC distributions to the extent required by Section 17254(e) of the Act. Each Member shall pay to the LLC that portion of any required recontribution that is in the same proportion as the total amount of distributions which such Member has received over the entire term of the LLC is to the aggregate amount of distributions which all Members have received over such period.

4.6 Withholding. The LLC shall withhold and pay all withholding taxes to the California Franchise Tax Board in accordance with the provisions set forth in Section 18662 of the California Revenue & Taxation Code. Any Member who is or who becomes a nonresident of California within the purview of Section 18662 of the California Revenue & Taxation Code shall notify the LLC and the other Members in writing of his or her status as a non-resident Member no later than the date by which the LLC must make the requisite withholdings. If a nonresident Member fails to so notify the LLC, then such nonresident Member shall indemnify, defend, and hold harmless the LLC and the other Members from and against any and all losses, claims, expenses, damages, or liabilities, of any kind (including taxes, interest, assessments, or penalties), arising out of, or in connection with, the LLC's failure to withhold on behalf of such nonresident Member in accordance with this Section 4.6.

5. Profits and Losses.

5.1 Determination. LLC profits and losses shall be determined in accordance with Sections 703 and 704 of the Internal Revenue Code of 1986, as amended ("**Code**"), and the Treasury Regulations promulgated thereunder.

5.2 Allocation.

5.2.1 Profits. Subject to Section 5.3 below, LLC profits shall be allocated to the Members in the following order of priority:

(a) First, to the Members in the amount of any losses previously allocated to them under Sections 5.2.2(b) and 5.2.2(c) below (to the extent such losses have not been offset by prior profit allocations under this subsection (a)). Allocations pursuant to this subsection (a) shall be made in proportion to the respective amounts required to be allocated to each Member under this subsection (a); and,

(b) Thereafter, to the Members, pro rata, in accordance with their respective Percentage Interests.

5.2.2 Losses. Subject to Section 5.3 below, LLC losses shall be allocated to the Members in the following order of priority:

(a) First, to the Members in the amount of any profits previously allocated to them under Section 5.2.1(b) above (to the extent such profits have not been offset by prior loss allocations under this subsection (a)). Allocations pursuant to this subsection (a) shall be made in proportion to the respective amounts required to be allocated to each Member under this subsection (a);

(b) Thereafter, to the Members, pro rata, in accordance with their respective Percentage Interests; and,

(c) Notwithstanding subsections (a) and (b) immediately above, loss allocations to a Member shall be made only to the extent that such loss allocations will not create a deficit Capital Account balance for that Member in excess of an amount, if any, equal to such Member's share of "LLC Minimum Gain" (which term shall have the same meaning as the term "Partnership Minimum Gain" as defined in Treasury Regulations Section 1.704-2(d)) that would be realized on a foreclosure of the LLC's property. Any loss not allocated to a Member because of the foregoing provision shall be allocated to the other Members (to the extent the other Members are not limited in respect of the allocation of losses under this subsection (c)). Any loss reallocated under this subsection (c) shall be taken into account in computing subsequent allocations of income and losses pursuant to this Section 5, so that the net amount of any item so allocated and the income and losses allocated to each Member pursuant to this Section 5, to the extent possible, shall be equal to the net amount that would have been allocated to each such Member pursuant to this Section 5 if no reallocation of losses had occurred under this subsection (c).

5.3 Special Allocations.

5.3.1 Minimum Gain Chargeback. If there is a net decrease in LLC Minimum Gain during any LLC fiscal year, each Member shall be specially allocated items of LLC income and gain for such fiscal year (and, if necessary, in subsequent fiscal years) in an amount equal to the portion of such Member's share of the net decrease in LLC Minimum Gain that is allocable to the disposition of LLC property subject to a "Nonrecourse Liability" (as defined in Treasury Regulations Section 1.752-1(a)(2)), which share of such net decrease shall be determined in accordance with Treasury Regulations Section 1.704-2(g)(2). Allocations pursuant to this Section 5.3.1 shall be made in proportion to the respective amounts required to be allocated to each Member under this Section 5.3.1. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(f). This Section 5.3.1 is intended to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

5.3.2 Chargeback of Minimum Gain Attributable to Member Nonrecourse Debt. If there is a net decrease in LLC Minimum Gain attributable to a "Member Nonrecourse Debt" (which term shall have the same meaning as the term "Partner Nonrecourse Debt" as defined in Treasury Regulations Section 1.704-2(b)(4)) during any LLC fiscal year, each Member who has a share of the LLC Minimum Gain attributable to such Member Nonrecourse Debt (which share shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(5)) shall be specially allocated items of LLC income and gain for such fiscal year (and, if necessary, in subsequent fiscal years) in an amount equal to that portion of such Member's share of the net decrease in LLC Minimum Gain attributable to such

Member Nonrecourse Debt that is allocable to the disposition of LLC property subject to such Member Nonrecourse Debt (which share of such net decrease shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(5)). Allocations pursuant to this Section 5.3.2 shall be made in proportion to the respective amounts required to be allocated to each Member under this Section 5.3.2. The items to be so allocated shall be determined in accordance with Treasury Regulations Section 1.704-2(i)(4). This Section 5.3.2 is intended to comply with the minimum gain chargeback requirement contained in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

5.3.3 Nonrecourse Deductions. Any nonrecourse deductions (as defined in Treasury Regulations Section 1.704-2(b)(1)) for any fiscal year or other period shall be specially allocated to the Members, pro rata, in accordance with their respective Percentage Interests.

5.3.4 Member Nonrecourse Deductions. Items of LLC loss, deduction, or Code Section 705(a)(2)(B) expenditures attributable to Member Nonrecourse Debt for any fiscal year or other period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such items are attributable in accordance with Treasury Regulations Section 1.704-2(i).

5.3.5 Qualified Income Offset. If a Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)-(d)(4), (5), or (6), or any other event creates a deficit balance in such Member's Capital Account in excess of such Member's share of LLC Minimum Gain, items of LLC income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate such excess deficit Capital Account balance as quickly as possible. Any special allocations of items of income and gain pursuant to this Section 5.3.5 shall be taken into account in computing subsequent allocations of income and gain under this Section 5 so that the net amount of any item so allocated and the income, gain, and losses allocated to each Member under this Section 5 to the extent possible, shall be equal to the net amount that would have been allocated to each such Member under this Section 5 if such unexpected adjustments, allocations, or distributions had not occurred.

5.3.6 Code Section 704(c) Allocations. Notwithstanding any other provision in this Section 5 to the contrary, income, gain, loss, and deduction with respect to any property contributed to the capital of the LLC shall, solely for tax purposes, be allocated between the Members so as to take account of any variation between the adjusted basis of such property to the LLC for federal income tax purposes and its fair market value on the date of contribution, in accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder. Allocations pursuant to this Section 5.3.6 are solely for purposes of federal, state, and local taxes. As such, they shall not affect nor be taken into account in computing a Member's Capital Account or share of profits, losses, or other items of distributions pursuant to any provision of this Agreement.

5.3.7 Curative Allocations. The special allocations set forth in this Section 5.3 and Section 5.2.2(c) above ("**Regulatory Allocations**") are intended to comply with certain requirements of the Treasury Regulations. It is the Members' intent that, to the extent possible, all Regulatory Allocations be offset with either: (i) other Regulatory Allocations; or, (ii) special allocations of other items of LLC income, gain, loss, or deduction pursuant to this Section 5.3.7. Therefore, notwithstanding any other provision of this Section 5.3 to the contrary (other than the Regulatory Allocations), the Members shall make such offsetting special

allocations in whatever manner the Members determine reasonably appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance each Member would have had if the Regulatory Allocations were not part of this Agreement and all LLC tax items were allocated pursuant to Section 5.2 above. In exercising its discretion under this Section 5.3.7, the Members shall take into account future Regulatory Allocations under Sections 5.3.1 and 5.3.2 above which, although not yet made, are likely to offset other Regulatory Allocations previously made in accordance with the provisions of this Section 5.3.

6. Members' Rights and Powers.

6.1 In General. Each Member represents and warrants to each other Member that it is an entity duly organized and validly existing and in good standing under the laws of the State of California. The execution, delivery and performance of this Agreement by each Member has been duly and validly authorized by all necessary company actions on the part of each Member and all required consents or approvals have been duly obtained. This Agreement is a legal, valid and binding obligation of each Member and is enforceable against each Member in accordance with its terms. Except as expressly provided otherwise in this Agreement: (i) each Member shall participate in the control, management, and direction of the LLC's business; (ii) all LLC matters shall be decided by a Majority of Percentage Interests; and, (iii) all acts which require the Members' consent under this Agreement or otherwise shall require the consent of a Majority of Percentage Interests. Without limiting the generality of the foregoing provisions, the Members shall have the right to do each of the following on behalf of the LLC on such terms and conditions as the Majority of Percentage Interests deems to be in the LLC's best interests:

- (a) Negotiate and execute all contracts, leases, option agreements, notes, deeds of trust, grant deeds, agreements for sale, escrow instructions, releases, easements, maps, construction contracts, and other documents and instruments in connection with the LLC's Business, including, without limitation, any amendments thereto;
- (b) Acquire LLC assets;
- (c) Sell, lease, exchange or otherwise dispose of all or any part of the LLC's property;
- (d) Borrow money;
- (e) Encumber all or any part of the LLC's assets;
- (f) Repay (in whole or in part), refinance, increase, modify, or extend any LLC obligation;
- (g) Incur costs and liabilities;
- (h) Disburse funds to pay costs and liabilities;
- (i) Place amounts into reserves for the LLC to satisfy customary and usual claims with respect to the LLC's Business;

- (j) Employ or discharge, at the LLC's expense, such agents, employees, independent contractors, attorneys and/or accountants;
- (k) Operate and maintain LLC property;
- (l) Obtain insurance necessary for the proper protection of the LLC and the Members;
- (m) Alter the primary business of the LLC;
- (n) Lend LLC funds;
- (o) File a petition for bankruptcy for the LLC or avail the LLC of any insolvency proceeding under state law; and,
- (p) Generally perform daily management duties as required by this Agreement, including without limitation, the pooling objectives set forth herein, as well as the Application to the Surface Transportation Board, which is incorporated herein by this reference.

6.2 Unanimous Consent Required. Notwithstanding Section 6.1 above, no Member shall do any of the following without the prior written consent of all Members:

- (a) Pledge or hypothecate the credit of the LLC for any purpose other than in furtherance of the LLC's Business;
- (b) Do any act detrimental to the LLC's best interests or which would make it impossible for the Members to carry on the ordinary business of the LLC, except as otherwise expressly provided in this Agreement;
- (c) Possess LLC property or assign a Member's rights in specific LLC property, for other than an LLC purpose;
- (d) Compromise or release any LLC claim without payment in full;
- (e) Confess a judgment for the LLC;
- (f) Submit an LLC claim or liability to arbitration or reference; or,
- (g) Do any act in contravention of this Agreement.

6.3 No Officers. The LLC shall have no officers, unless such officers are approved in writing by a Majority of Percentage Interests. The LLC may have a President and one or more Vice Presidents who may, but need not, be a Member. An officer shall serve in office until he or she resigns or is removed from office. An officer may resign from office at any time upon thirty (30) days' written notice to the Members. A Majority of Percentage Interests may remove an officer from office at any time upon written notice to such officer. The Members may provide for additional officers of the LLC and may alter the powers, duties, and

compensation of the officers of the LLC as a Majority of Percentage Interests may approve in writing.

6.4 Board of Governors. The LLC may, but need not, be managed by a Board of Governors. Such Board shall consist of no fewer than three (3) governors. Each Governor shall be elected by a Majority of Percentage Interests and shall serve in office until he or she resigns or is removed from office. A Governor may resign from office at any time upon thirty (30) days' written notice to the Members. A Majority of Percentage Interests may remove a Governor from office at any time upon written notice to such Governor. The Members may provide for additional Governors to serve on the Board of Governors of the LLC and may alter the powers, duties, and compensation of the Governors of the LLC as a Majority of Percentage Interests may approve in writing.

6.5 Compensation.

6.5.1 In General. No Member shall be entitled to receive compensation for services rendered to the LLC, unless such compensation is: (i) commercially reasonable under the facts and circumstances; and, (ii) approved in writing by a Majority of Percentage Interests.

6.5.2 Contracts with Affiliates. The LLC may enter into an agreement with an affiliate of a Member for the performance of services, provided such agreement: (i) provides for commercially reasonable fees or other monetary payments; and, (ii) is approved in writing by a Majority of Percentage Interests.

6.5.3 Tax Treatment. Any compensation which the LLC pays to a Member pursuant to this Section 6.5 shall be treated as a payment made under Code Section 707(a) or 707(c), as the case may be.

6.6 Reimbursement of Expenses. Each Member shall be entitled to reimbursement from the LLC for those out-of-pocket expenses which the Member reasonably incurs in the proper conduct of the LLC's business, provided the Member itemizes all reimbursable expenses in reasonable detail.

6.7 Contracts with Affiliates. The LLC may enter into an agreement with an affiliate of any Member for the performance of services, provided such agreement provides for commercially reasonable fees and/or other monetary payments. "Affiliate" with respect to any Member shall mean: (i) any person or entity directly or indirectly controlling; controlled by, or under common control with, the Member; (ii) any person or entity owning or controlling ten percent (10%) or more of the outstanding voting interests of the Member; (iii) any officer, director, manager, or general partner of the Member; or, (iv) any party who is an officer, director, manager, general partner, trustee, or holder of ten percent (10%) or more of the voting interests of any person or entity described in subsections (i) through (iii) of this sentence. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

6.8 Indemnification by LLC. The LLC shall bear the cost of all expenditures and liabilities which a Member incurs in the proper conduct of the LLC's business. To the extent of its assets, the LLC shall indemnify, defend, and hold harmless each Member from and

against any and all liabilities of every kind, arising in any manner out of, or in connection with, the operation of the LLC's business, except as to those matters arising by reason of the Member's own negligence, fraud, willful misconduct, gross negligence, or breach of this Agreement, whether related to the Agreement, the pooling operations and/or the direct services of each Member.

6.9 Time and Opportunities.

6.9.1 Devotion of Time to LLC Business. No Member shall be obligated to devote all of his or her business time to the LLC. Each Member shall devote to the LLC only such time as is reasonably necessary and appropriate to carry out his or her obligations under this Agreement in a diligent, proper, and business-like manner. Each Member may operate the business of the Member in the normal and consistent custom and practice.

6.9.2 Participation in Non-LLC Activities. During the term of the LLC, each Member may engage in any business activity, including transportation for its own profit or advantage without the other Members' consent, regardless of whether such activity is similar to or in competition with the LLC's business. Neither the LLC nor the other Members shall have any right by virtue of this Agreement in or to such independent ventures of a Member or income which such Member derives therefrom.

6.9.3 Limited Liability of Members. No Member shall be personally liable for the debts, obligations, and/or liabilities of the LLC, except: (i) as expressly agreed otherwise in writing by the Member; or, (ii) as provided by law.

7. Administrative Matters.

7.1 Accounting Method. The LLC's books shall be kept on the method of accounting which the Members select, provided the LLC is permitted under the Code and the Treasury Regulations thereunder to use such method. The LLC shall prepare, or cause to be prepared, financial statements for financial reporting purposes on such method of accounting, using those accounting principles used to prepare the LLC's federal income tax returns, consistently applied.

7.2 Bank Accounts. The LLC shall maintain a bank account(s) in which all LLC funds shall be deposited. Withdrawals of LLC funds from such bank account(s) shall be made only by checks requiring the signature of such person(s) as a Majority of Percentage Interests may designate from time to time.

7.3 Book and Records.

7.3.1 Obligation to Maintain. The Members shall keep, or cause to be kept, at the LLC's expense, each of the following in compliance with Section 17058 of the Act:

(a) A current list setting forth, in alphabetical order: (i) the full name and last known business or residence address of each Member and Economic Interest Holder (as defined below); (ii) the aggregate amount of capital contributed with respect to each Member's and Economic Interest Holder's interest in the LLC; and, (iii) the Percentage Interest attributable to each Member's and Economic Interest Holder's interest in the LLC;

(b) A copy of the Articles, together with copies of any amendments thereto, and any powers of attorney pursuant to which the Articles and/or amendments thereto were executed;

(c) A copy of this Agreement, together with copies of any amendments thereto, and any powers of attorney pursuant to which this Agreement and/or amendments were executed;

(d) Copies of the LLC's federal, state and local income tax and/or information returns and reports, if any, for the six (6) most recent taxable years;

(e) Copies of the financial statements of the LLC, if any, for the six (6) most recent fiscal years, and,

(f) Accurate books and records of the LLC's internal affairs for the current and four (4) immediately preceding fiscal years.

7.3.2 Right to Inspect. The Members shall: (i) maintain those books, records and documents listed in Section 7.3.1 above at the LLC's principal place of business; and, (ii) make such items available at ordinary business hours for inspection and copying by each Member and Economic Interest Holder (or his or her designated agent or attorney) for purposes reasonably related to the interest of such Member or Economic Interest Holder. Any copies which a Member or Economic Interest Holder makes pursuant to this Section 7.3.2 shall be at such Member's or Economic Interest Holder's expense.

7.3.3 Obligation to Deliver. Upon the request of any Member or Economic Interest Holder, the Members shall deliver, or cause to be delivered, at the LLC's expense, to such Member or Economic Interest Holder copies of those items described under Sections 7.3.1(a), 7.3.1(b), 7.3.1(c) and 7.3.1(d) above; provided, however, such request must be reasonably related to such Member's or Economic Interest Holder's interest in the LLC.

7.4 Fiscal Year. The fiscal year of the LLC shall be: (i) the calendar year; or, (ii) such other fiscal year as the Majority of Percentage Interests deems to be in the LLC's best interests, provided the LLC is permitted under the Code and the Treasury Regulations promulgated thereunder to use such other fiscal year.

7.5 Tax Matters.

7.5.1 Tax Returns. The Members shall prepare and file, or cause to be prepared and filed, at the LLC's expense, all federal and state tax returns on behalf of the LLC in a timely manner. The Members shall deliver, or cause to be delivered, a copy of each return for any taxable year of the LLC to each Member and Economic Interest Holder within ninety (90) days after the end of each taxable year (subject to any applicable extensions).

7.5.2 Tax Elections. A Majority of Percentage Interests may cause the LLC to make any tax elections available to the LLC under the Code or any state revenue or taxation law.

7.6 Meetings. LLC meetings and/or votes without a meeting, may be (but shall not be required to be) called for any matter on which the Members are entitled to vote in accordance with the provisions set forth in Section 17104 of the Act.

8. Transfer of LLC Interests.

8.1 Transfer Rights and Restrictions.

A Member may not sell, assign, pledge, hypothecate, or otherwise transfer or encumber all or any part of its Member interest except as provided herein and without the other Members' unanimous prior written consent. Any attempted sale, assignment, pledge, hypothecation, or other transfer or encumbrance of a Member's interest in the LLC in violation of this Section 8.1 shall: (i) constitute such Member's default under this Agreement; and, (ii) be invalid and of no force or effect. Accordingly, such Member shall not be relieved of any of the Member's obligations under the Agreement, and the proposed transferee shall not acquire any rights as a member of this LLC, as such rights are set forth in the Agreement and/or conferred by law.

8.2 Conditions of Transfer. Any transferee who acquires an interest in the LLC in accordance with this Section 8 shall satisfy each of the following conditions:

(a) The transferee must execute a written agreement whereby such transferee agrees to be bound by all of the terms and conditions set forth in this Agreement;

(b) The transferee must obtain the consent of the Members to the form of assignment and other documentation pursuant to which the transferee acquires an interest in the LLC;

(c) The transferee must reimburse the LLC for all reasonable legal and accounting fees and other costs which the LLC incurs a result of the transaction; and,

(d) The transferee must be an LMC concessionaire and operate clean trucks in accordance with the Program discussed herein and be willing to participate in the pooling arrangements between the Members.

8.3 Status of Transferee.

8.3.1 Status as Member. Upon a transferee's acquisition of a Member's interest in the LLC pursuant to Section 8.1 above and satisfaction of those conditions set forth in Section 8.2 above, the transferee shall succeed to the LLC interest of the transferor Member in the same capacity as the transferor Member held in the LLC. Accordingly, the transferee shall acquire all rights and obligations with respect to title, management, capital, allocations, and distributions which the transferor Member held in the LLC, as such rights and obligations are set forth in this Agreement and/or conferred by law.

8.3.2 Status as Economic Interest Holder. If a transferee acquires all or any part of a Member's interest in the LLC in violation of Section 8.1 above or if any of the conditions set forth in Section 8.2 above are not satisfied by the transferee or waived in writing by the Members, then: (i) the transferor Member shall not be relieved of any of the Member's obligations as a member of the LLC (as such obligations are set forth in this Agreement and/or conferred by law); and, (ii) the transferee shall not be entitled to any rights of a Member (as such rights are set forth in this Agreement and/or conferred by law), other than the right to receive to the extent assigned, those LLC distributions and allocations which the transferor

Member otherwise would be entitled to receive under this Agreement. Such a transferee shall be referred to in this Agreement as an "Economic Interest Holder".

9. Additional Members.

9.1 In General. A person or entity who meets all of the qualifications set forth in Section 8.2 may be admitted as an additional member of the LLC (i.e., pursuant to the acquisition of an ownership interest directly from the LLC in exchange for a capital contribution) only with the written consent of all Members, which consent may be withheld for any reason or for no reason at all.

9.2 Amendment. Upon the admission of an additional member in accordance with Section 9.1 above, such additional member shall execute an amendment to this Agreement evidencing: (i) such additional member's consent to be bound by the terms and conditions set forth in this Agreement; and, (ii) the Members' new interests in LLC profits, losses, distributions, and voting.

9.3 No Dissolution. The LLC shall not dissolve by reason of either: (i) the admission of an additional member to the LLC pursuant to this Section 9; or, (ii) the death of a Member.

9.4 STB Approval. The admission of an additional member is contingent upon the approval by the Surface Transportation Board ("STB") and the additional Member's agreement to be bound by this Agreement and any pooling arrangements approved by the STB.

10. Buy-Out Rights.

10.1 Defined Terms.

10.1.1 Terminating Event and Redemption of Member Interest. For purposes of this Section 10, a "Terminating Event" shall mean any of the following events which occurs with respect to a Terminated Party (the "Terminated Party"):

(a) The Terminated Party is in bankruptcy. "Bankruptcy" for these purposes shall mean the institution of any proceedings under federal or state laws for relief of debtors, including, without limitation: (i) the filing of a voluntary or involuntary petition under the Federal Bankruptcy Law; (ii) an adjudication as insolvent or bankrupt; (iii) an assignment of property for the benefit of creditors; (iv) the appointment of a receiver, trustee, or conservator of any substantial portion of assets; or, (v) the seizure by a sheriff, receiver, trustee, or conservator of any substantial portion of assets, and the failure, in the case of any of these events, to obtain the dismissal of the proceeding or removal of the conservator, receiver, or trustee within one hundred twenty (120) days of the event;

(b) The Terminated Party breaches any material provision contained in this Agreement and such breach remains uncured for a period of at least thirty (30) days from the date another Member gives written notice of the breach to the Terminated Party; provided, however, if the nature of the breach is such that it cannot be cured within said thirty (30)-day period, the Terminated Party shall have such additional time as may be reasonably necessary to cure such breach provided, and for so long as, the curing of such breach is begun promptly and is pursued with diligence to completion;

(c) The Terminated Party fails to: (i) comply with all applicable federal and state laws and regulations governing the operation of the Terminated Party's business; (ii) maintain its status as a licensed motor carrier; (iii) fails to maintain appropriate safety ratings and classifications in compliance with Federal Motor Carrier Safety Administration rules and regulations;

(d) A majority interest in the stock or assets of the Terminated Party and sold to a third-party;

(e) The Terminated Party is no longer an LMC;

(f) The Terminated Party no longer operates any clean trucks in accordance with the Program;

(g) The Terminated Party forfeits or relinquishes any and all federal and state operating registrations or permits necessary to the operations of the Terminated Party;

(h) The Terminated Party conducts its business contrary to applicable laws and regulations related to the activities of a motor carrier; and,

(i) The Terminated Party refuses or fails to actively and financially support and participate in the joint programs developed by the Members to support the activity to engage in beneficial pooling operations and services.

10.1.2 Terminated Membership Interest. For purposes of this Agreement, "**Terminated Membership Interest**" shall mean any interest which a Terminated Party possesses in the LLC.

10.2 LLC's Right to Liquidate. Upon the occurrence of a Terminating Event, the LLC shall liquidate the Terminated Party's Member Interest in accordance with the following provisions:

(a) Within thirty (30) days after the Terminating Event, the Terminated Party (his or her executor, administrator, or personal representative, as the case may be) shall give written notice of such Terminating Event to the LLC;

(b) The LLC may liquidate the entire Terminated Membership Interest for an amount equal to the then outstanding balance of the Capital Account attributable to the Terminated Membership Interest, as determined after adjusting such Capital Account by the Terminated Membership Interest's allocable share of all LLC income and losses up to the date of the Terminating Event, including any income or loss which the LLC would have recognized if it were to sell its assets for their then fair market value. Fair market value for these purposes shall be determined in accordance with Section 10.4.1 below, less ten percent (10%) of such amount. The Members agree that such discount constitutes their reasonable estimate of the cost of borrowing money, additional legal and accounting fees, and a margin of error due to the forced nature of the transaction;

(c) Amounts payable in liquidation of the Terminated Membership Interest shall be paid in accordance with Section 10.4.2 below.

10.3 Terms of Buy-Out Upon Termination.

10.3.1 Redemption price. Except as the LLC and Terminated Member may otherwise agree with the consent of a majority of non-liquidating Members, for purposes of Section 10.2 above, the LLC and the Terminated Seller shall determine the fair market value of the LLC's assets. For purposes of Section 10.3 above, the purchasing Member(s) and the Terminated Seller shall determine the fair market value of the Terminated Membership Interest. For purposes of this Section 10.4, the term "Purchaser" shall refer to the purchasing party. If the Purchaser and the Terminated Seller cannot agree upon a fair market value within thirty (30) days after the Purchaser gives written notice to the Terminated Seller of its election, independent appraisers shall determine such fair market value in the following manner:

(a) The Purchaser shall select one (1) appraiser and send written notice thereof to the Terminated Seller within thirty (30) days after the end of the thirty (30)-day period described above. The Terminated Seller shall either: (i) agree to the appraiser which the Purchaser has selected; or, (ii) select a second appraiser by giving written notice thereof to the Purchaser within thirty (30) days after the end of said thirty (30)-day period. The Terminated Seller's failure to give such notice within said thirty (30)-day period shall constitute its agreement to the appraiser which the Purchaser has selected. Each appraiser selected in accordance with this subsection (a) shall: (i) be a member of a recognized professional organization for appraisers; and, (ii) have at least ten (10) years' experience in appraising assets similar to the LLC's assets;

(b) The appraiser(s) selected in accordance with subsection (a) above shall determine the fair market value of the Terminated Membership Interest or the LLC's assets, as the case may be, within sixty (60) days after the last appraiser is selected;

(c) If the Purchaser's appraiser is the only appraiser selected pursuant to subsection (a) above, then the fair market value set forth in the appraiser's appraisal shall constitute the fair market value of the Terminated Membership Interest or the LLC's assets, as the case may be;

(d) If two (2) appraisers are selected pursuant to subsection (a) above and the fair market values set forth in their respective appraisals are within ten percent (10%) of one another, then the fair market value of the Terminated Membership Interest or the LLC's assets, as the case may be, shall equal the average of the two (2) appraisals;

(e) If two (2) appraisers are selected pursuant to subsection (a) above and the fair market values set forth in their respective appraisals are not within ten percent (10%) of one another, then the two (2) appraisers shall appoint a third appraiser. Any third appraiser shall: (i) be a member of a recognized professional organization for appraisers; and, (ii) have at least ten (10) years' experience in appraising assets similar to the LLC's assets. Such third appraiser shall determine the fair market value of the Terminated Membership Interest or the LLC's assets, as the case may be, within thirty (30) days after his or her appointment. The two (2) appraisals which are nearest in amount shall be retained and the third appraisal shall be discarded. The fair market value of the Terminated Membership Interest or the LLC's assets, as the case may be, shall equal the average of the two (2) retained appraisals; provided, however, if one (1) appraisal is the average of the other two (2) appraisals, such appraisal shall constitute the fair market value of the Terminated Membership Interest or the LLC's assets, as the case may be;

(f) The Purchaser and the Terminated Seller shall bear the cost of their respective appraisers. The Purchaser and the Terminated Seller shall each bear one-half (1/2) of the cost of any third appraiser; and,

(g) At any time during the appraisal process and prior to final determination: (i) a party may accept the other party's value; or, (ii) the parties may negotiate a mutually agreeable value, whereupon the appraisal process shall terminate.

10.3.2 Payment of Redemption Price. The Purchaser shall pay the purchase price for a Terminated Membership Interest as follows: the Purchaser shall pay at least fifteen percent (15%) of the purchase price in cash at closing and the balance by his or her promissory note. The promissory note shall: (i) be in a form reasonably satisfactory to the Terminated Seller and the Purchaser; (ii) mature not later than the earlier of five (5) years following closing or the date on which the LLC sells all or substantially all of its property; (iii) be payable in equal monthly installments of principal and interest; (iv) provide for the first payment due and payable thirty (30) days following closing; (v) bear interest at an annual rate equal to the long-term Applicable Federal Rate for the month in which the closing occurs; (vi) provide for prepayment without a prepayment penalty; and, (vii) be secured by a security interest against the Terminated Membership Interest.

10.3.3 Closing. Any liquidation or purchase pursuant to this Section 10 shall close not later than thirty (30) calendar days after the final determination of fair market value of the Terminated Membership Interest or the LLC's assets, as the case may be, in accordance with Section 10.4.1 above (subject to any required confirmation of the sale by the court having jurisdiction over a Terminated Member's estate).

10.3.4 Costs/Prorations. Subject to Section 10.4.1(f) above, the Purchaser and the Terminated Seller shall each bear the cost of fifty percent (50%) of any and all expenses incurred in connection with the liquidation or sale of the Terminated Membership Interest pursuant to this Section 10; provided however, each party shall bear the cost of its own attorneys' fees and accountants' fees.

10.4 Limitation. Notwithstanding any provision in this Section 10 to the contrary, the LLC shall have no right to liquidate a Terminated Membership Interest and the Members shall have no right to purchase a Terminated Membership Interest if the Terminated Membership Interest will be transferred to a transferee approved or permitted under Section 8.1 above. In such event, the transfer of the Terminated Membership Interest shall be subject to the terms and conditions set forth in Section 8.2 above.

10.5 Loss of Voting Rights. Notwithstanding any other provision in this Agreement to the contrary, but subject to Section 10.5 above, those Members who are not a Terminated Party may elect, by a Majority of the Percentage Interests and by giving written notice thereof to the Terminated Party (or his legal representative, as the case may be), to cause the Terminated Party to have no further right to vote on LLC matters or otherwise participate in the LLC's business upon the occurrence of a Terminating Event, upon the occurrence of a Terminating Event.

11. Dissolution, Liquidation and Termination.

11.1 Events of Dissolution. The LLC shall dissolve upon the occurrence of any of the following events:

- 2.5 above;
- (a) The expiration of the LLC's term, as set forth in Section 2.5 above;
 - (b) The written consent of a Majority of Percentage Interests to dissolve the LLC;
 - (c) Sixty (60) days after the sale or other disposition of all or substantially all of the LLC's property, unless a Majority of Percentage Interests agrees in writing to continue the LLC's Business;
 - (d) Any event which makes it unlawful for the Members to carry on the LLC's Business;
 - (e) The decree of a court of competent jurisdiction;
 - (f) The revocation of any rights granted by the STP with regard to the approved pooling arrangements of the Members; or,
 - (g) Any changes to the Program which a majority of the Members deem contrary to the purposes of the LLC.

11.2 Winding-up. Upon the LLC's dissolution, the LLC's business shall be wound up within a reasonable period of time, its assets liquidated, a final accounting made, and the LLC's books closed. The Members shall perform the winding up of the LLC's business and the liquidation of its assets.

11.3 Manner of Distribution. Those proceeds which the LLC derives from the liquidation of its assets shall be applied and distributed in the following order of priority:

- (a) First, to the payment of expenses of liquidation and LLC debts owing to creditors other than Members;
- (b) Second, to the payment of any LLC debts owing to Members; and,
- (c) Thereafter, to the Members in accordance with their positive Capital Account balances, after taking into account profit and loss allocations for the LLC taxable year during which liquidation occurs. Such liquidating distributions shall be made by the end of the LLC taxable year in which the LLC is liquidated or, if later, within ninety (90) days after the date of such liquidation.

11.4 Termination of LLC. The LLC shall terminate upon: (i) the liquidation of the LLC's assets; and, (ii) the distribution of those proceeds which the LLC derives therefrom in accordance with this Section 11.

12. Dispute Resolution.

12.1 Covered Disputes. A "Covered Dispute" is any claim or dispute regarding: (i) this Agreement; (ii) the assets or liabilities of the LLC; (iii) the management and internal affairs of the LLC; or, (iv) any claim or dispute between (A) Members and (B) Members and the LLC with regard to any business or activities of the LLC.

12.2 Method of Arbitration. All Covered Disputes shall be resolved by mediation or by arbitration.

(a) **Judicial Arbitration and Mediation Service.** The mediation and any arbitration shall be submitted to and settled by binding arbitration by Judicial Arbitration and Mediation Service ("JAMS") or a similar service acceptable to both parties if JAMS is not available. The arbitration shall be conducted in accordance with California Code of Civil Procedure Sections 1280-1294.2;

(b) **Mediation.** Before the commencement of arbitration proceedings, the parties shall attempt in good faith to settle their dispute by mediation;

(c) **Arbitrator.** The arbitrator or arbitrators shall be selected from lists of arbitrators furnished by JAMS, according to its rules;

(d) **Provisional Remedy.** The parties reserve the right to file with a court of competent jurisdiction an application for temporary or preliminary injunctive relief, writ of attachment, writ of possession, temporary protective order, and/or appointment of a receiver on the grounds that the arbitration award to which the applicant may be entitled may be rendered ineffectual in the absence of such relief;

(e) **Enforcement of Judgment.** Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof;

(f) **Discovery.** The parties may obtain discovery in aid of the arbitration to the fullest extent permitted under law, including California Code of Civil Procedure Section 1283.05. All discovery disputes shall be resolved by the arbitrator;

(g) **Consolidation.** Any arbitration under this Agreement may be consolidated by JAMS with the arbitration of any other dispute arising out of, or relating to, the same subject matter when the arbitrator determines that there is a common issue of law or fact creating the possibility of conflicting rulings by more than one arbitrator or panel of arbitrators. Any disputes over which arbitrator or panel of arbitrators shall hear any consolidated matter shall be resolved by JAMS;

(h) **Power and Authority of Arbitrator.** The arbitrator shall not have any power to alter, amend, modify, or change any of the terms of this Agreement nor to grant any remedy which is either prohibited by the terms of this Agreement or not available in a court of law;

(i) **Governing Law.** All questions in respect of procedure to be followed in conducting the arbitration as well as the enforceability of this Agreement to arbitrate which may be resolved by state law shall be resolved according to the law of the State of California and the rules of JAMS; and,

(j) **Costs.** The costs of the arbitration, including any JAMS administration fee, the arbitrator's fee, and costs for the use of facilities during the hearings, shall be borne equally by the parties to the arbitration.

13. Amendments.

13.1 Authority to Amend. This Agreement is subject to amendment only with the written consent of all Members; provided, however, that this Agreement and the Articles may be amended by a Majority of Percentage Interests, except as provided in Section 13.2 below, in order to:

(a) Admit additional Members, but only in accordance with, and if permitted by, the other terms of this Agreement;

(b) Preserve the legal status of the LLC as a limited liability company under the Act or other applicable state or federal laws, if such does not change the substance of this Agreement and the LLC has obtained the written opinion of its counsel to that effect;

(c) Cure any ambiguity, correct or supplement any provision in this Agreement which may be inconsistent with any other provision in this Agreement, clarify any provision of this Agreement, or make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement;

(d) Satisfy the requirements of the Code and Regulations with respect to limited liability companies or of any federal or state securities laws or regulations, provided such amendment does not adversely affect the Percentage Interests of Members and is necessary or appropriate in the written opinion of counsel. Any amendment under this subsection (d) shall be effective as of the date of this Agreement;

(e) Satisfy any requirements of federal or state legislation or regulations, court order, or action of any governmental administrative agency with respect to the operation or ownership of the LLC; and,

(f) Subject to the terms of Section 2.5, extend the term of the LLC.

13.2 Restrictions on Amendments. Notwithstanding Section 13.1 above, the Members shall make: (i) no amendment which would materially and adversely affect the federal income tax treatment to be afforded each Member; (ii) materially and adversely affect the Percentage Interests and liabilities of each Member as provided in this Agreement; (iii) materially change the purposes of the LLC; or, (iv) materially change the method of allocations and distributions as provided in Section 4 and Section 5, without the written consent of all of the Members.

13.3 Amendments to Articles. In making any amendments to this Agreement, the Members shall prepare, execute, and file for recording such documents amending the Articles as required under the Act.

14. Pooling Activities.

14.1 Clean Trucks. The Members agree and acknowledge that one of the primary purposes of and for this Agreement is to provide a format whereby the Members may interact with each other to facilitate and maximize the opportunity to pool their clean truck

resources to maximize the utilization by such assets consistent with the goals of the CTP. Accordingly, the Members will undertake to develop programs to foster the inter-Member lease of vehicles consistent with applicable federal and state leasing laws and regulations. To this end, the Members will develop a clearing house structure to monitor clean truck equipment availability whereby any member may augment its own fleet of such vehicles with those of another Member who may on an as-needed basis. To the extent that any Member utilizes contracted owner operators/ independent contractors, the Members will arrange through appropriate subleases or other forms of leases to make such equipment available to another Member.

14.2 Joint Purchases and Services. The Members agree that it would be beneficial to leverage the individual purchasing power of each Member on a group basis. The purchase through the LLC of maintenance equipment and materials, fuel, insurance and other related operational assets will help to reduce costs, improve efficiency and improve the quality, services and prices for customers. To this end, the Members expect to engage in cooperative information exchanges relative to clean trucks and the CTP.

14.3 Service Standards. To enhance the pooling service, and as permissible by law, the Members may unanimously set operating standards, but not pricing, which will enhance the joint services anticipated through the joint efforts of the Members.

15. Miscellaneous.

15.1 Acknowledgment Regarding Legal Representation. Legal counsel for Green Fleet, Hanson Bridgett LLP, has prepared this Agreement on behalf of Green Fleet. All other parties to this Agreement have retained, or have had the opportunity to retain, separate counsel to: (i) help them in evaluating this Agreement; (ii) assist them in determining whether the provisions contained in this Agreement are in their best interests and consistent with their objectives; and, (iii) advise them regarding their positions in the LLC from an economic, legal and tax standpoint.

15.2 Binding Effect. Subject to the restrictions set forth in this Agreement, this Agreement shall be binding upon the parties to this Agreement and their successors, assigns, and representatives.

15.3 Captions and Headings. Captions and headings used in this Agreement are for convenience purposes only. As such, they shall not control, affect, modify, amend, or change the meaning or construction of any term or provision contained in this Agreement.

15.4 Counterparts and Facsimiles. The Members may execute this Agreement simultaneously, in any number of counterparts, or on facsimile copies, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.5 Cumulative Remedies. The remedies set forth in this Agreement shall be cumulative to the extent permitted by law and in addition to any and all other remedies available at law, in equity or otherwise, they may be exercised partially, concurrently, or separately. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy.

15.6 Entire Agreement. This Agreement contains the Members' entire agreement and supersedes any prior oral or written agreements between them with respect to the subject matter contained in this Agreement. There are no representations, agreements, arrangements, or understandings (oral or written) between the Members relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

15.7 Further Documents. Each party to this Agreement agrees to execute, with acknowledgment and affidavit if required, any and all documents in writing which may be required under this Agreement or reasonably requested by another party to this Agreement in connection with the transactions contemplated in this Agreement.

15.8 General Interpretation. The terms of this Agreement have been negotiated by the parties to this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the parties to this Agreement to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction: (i) against the party causing all or any part of such instrument to be drafted; or, (ii) in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any party to this Agreement.

15.9 Governing Law. This Agreement, together with the parties' respective rights and obligations under this Agreement, shall be governed by and construed in accordance with the laws of the State of California.

15.10 Jurisdiction. Each party to this Agreement consents to be subject to the exclusive jurisdiction of the California courts as to any matter arising under, or pertaining to, this Agreement.

15.11 Notices. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon: (i) personal delivery; (ii) twenty-four (24) hours after deposit with United Parcel Service or a comparable express courier, addressed to a party at the address set forth below his signature to this Agreement; or, (iii) forty-eight (48) hours after deposit in the United States mail, by certified mail, return receipt requested, postage prepaid, addressed to a Member at the address set forth below the Member's signature to this Agreement. A Member may designate another address for notice purposes upon written notice thereof to the other Members. The LLC's address for such notice purposes shall be the address of its principal place of business.

15.12 Pronouns and Gender. Any pronouns or references used in this Agreement shall be deemed to include the masculine, feminine, or neuter gender, as appropriate. Any expression in the singular or plural in this Agreement shall, if and to the extent appropriate in the context, include both the singular and the plural.

15.13 Recitals and Exhibits. All recitals set forth above in this Agreement are true and correct and are incorporated into this Agreement by this reference. All exhibits referenced in this Agreement and attached to this Agreement are incorporated into this Agreement by this reference.

15.14 Severability. If a court of competent jurisdiction finds any provision in this Agreement to be invalid, such invalidity shall not affect the remainder of the Agreement. In such event, (i) the invalid provision shall be deemed severed from the Agreement, and (ii) the

remainder of the Agreement shall remain enforceable in accordance with its terms and of full force and effect.

15.15 Third Parties - No Interest. Nothing in this Agreement (whether express or implied) is intended to or shall: (i) confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to this Agreement and their respective successors and assigns; (ii) relieve or discharge the obligation or liability of any third person to any party to this Agreement; or, (iii) give any third person any right of subrogation or action against any party to this Agreement.

15.16 Time of Essence. Time is of the essence of this Agreement and all terms, covenants, conditions and provisions set forth in this Agreement.

15.17 Waiver. A party's waiver of any breach of any provision contained in this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of such provision or any other provision contained in this Agreement.

15.18 Representation. The Members acknowledge that pursuant to the request of each Member, the law firm of Hanson Bridgett undertook to form the LLC and to draft this Agreement. The Members also acknowledge that Hanson Bridgett is also counsel to and for Member Green Fleet Systems, LLC. Each member has entered into a Joint Representation Agreement with Hanson Bridgett which includes a waiver of conflict as to any of the services provided by Hanson Bridgett with respect to the LLC. Each Member has counsel of their own choosing and was free to consult with such resource when and as they determined.

MEMBERS

GREEN FLEET SYSTEMS, LLC, a Delaware limited liability company

By: **MOONEY ENTERPRISES, INC.**, a Delaware corporation, its Managing Member

By: _____
GARY MOONEY, President

Address:

**CALIFORNIA INTERMODAL ASSOCIATES,
INC., a California corporation**

By: _____
_____, its _____

Address:

[signatures continue on the following page]

**FOX TRANSPORTATION, INC., a California
corporation**

By: _____
_____, its _____

Address:

**GOLDEN STATE EXPRESS,
INCORPORATED, a California corporation**

By: _____
_____, its _____

Address:

**HARBOR DIVISION, INC., a California
corporation**

By: _____
_____, its _____

Address:

OVERSEAS FREIGHT, INC., a California corporation;

By: _____
_____, its _____

Address:

[signatures continue on the following page]

PACIFIC 9 TRANSPORTATION, INC., a California corporation

By: _____
_____, its _____

Address:

PROGRESSIVE TRANSPORTATION SERVICES, INC., a California corporation

By: _____
_____, its _____

Address:

SOUTHERN COUNTIES EXPRESS, INC., a California corporation

By: _____
_____, its _____

Address:

[signatures continue on the following page]

TOTAL TRANSPORTATION SERVICES, INC.,
a California corporation

By: _____
_____, its _____

Address:

APPENDIX 3

APPENDIX 3

CAPTION SUMMARY FOR FEDERAL
REGISTER PUBLICATION

DEPARTMENT OF TRANSPORTATION

[STB DOCKET NO. MC-_____]

Pooling Application – Clean Truck Coalition, LLC

A pooling application on behalf of Green Fleet Systems, LLC; California Intermodal Associates, Inc.; Fox Transportation, Inc.; Golden State Express, Incorporated; Harbor Division, Inc.; Overseas Freight Inc.; Pacific 9 Transportation, Inc.; Progressive Transportation Services, Inc.; Southern Counties Express, Inc.; and, Total Transportation Services, Inc. has been filed with the Surface Transportation Board (the "Board") in accordance with 49 U.S.C. § 14302. The Board has determined initially that the application may [be of major transportation importance] or [there is a substantial likelihood that the pooling agreement will unduly restrain competition] [or both]. In accordance with 49 C.F.R. § 1184.2 those wishing to comment should submit verified statements to the Board by _____, 2009.