

301002

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

ENTERED
Office of Proceedings
August 20, 2020
Part of
Public Record

DOCKET NO. MCF 21050

**NOTICE OF EVANS DELIVERY CO., INC. WITHDRAWAL FROM
NORTH AMERICAN CHASSIS POOL COOPERATIVE, LLC**

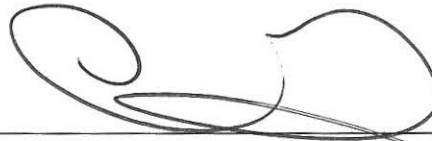
Chris Giltz
Evans Delivery Co., Inc.
110-110 W Columbia Street
Schuylkill Haven, PA 17972
Phone 5780-385-9048
Fax 570-385-2241
Email chris.giltz@evansdelivery.com

Dated: August 12, 2020

On January 17, 2013, the Surface Transportation Board granted the pooling application filed by North American Chassis Pool Cooperative, LLC ("NACPC") and also approved a streamlined notification procedure for withdrawing members. That Decision provided that entities seeking to withdraw from NACPC shall file with the Board a notice that includes a reference to this proceeding's docket number (MCF 21050) and a showing that the carrier agrees to be bound by the terms of the approved pooling agreement.

In accordance with said Decision, Evans Delivery Co., Inc. ("Evans"), hereby states that it seeks to withdraw from NACPC. As indicated by the signature below, Evans agrees to be bound by the terms of the approved pooling agreement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Chris Giltz', written over a horizontal line.

Chris Giltz
Senior Vice President of Operations
Evans Delivery Co., Inc.

CERTIFICATE OF SERVICE

I certify that I have, on August 21, 2020, served copies of this Notice of Evans Delivery Co., Inc. Withdrawal From North American Chassis Pool Cooperative, LLC on all of parties of record in this proceeding.

/s/ Samantha Williams

Samantha Williams

Attorney for North American Chassis Pool Cooperative, LLC

CLASS A UNIT REDEMPTION AGREEMENT

This CLASS A UNIT REDEMPTION AGREEMENT ("Agreement") is made and entered into as of August 10, 2020 by and among **North American Chassis Pool Cooperative, LLC**, a Delaware limited liability company (the "Company"), and **Evans Delivery Company, Inc.** (the "Seller"). Capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to them in the Company Agreement (defined below).

WITNESSETH:

WHEREAS, Seller is the owner of three (3) Class A Units (the "Units") of the Company pursuant to the Limited Liability Company Agreement of the Company dated January 17, 2013, as amended (the "Company Agreement");

WHEREAS, in 2013, the Seller made a capital contribution of \$30,000 in exchange for the Units;

WHEREAS, the Seller desires to dispose of all of its Units in the Company (the "Redeemed Units");

WHEREAS, Section 11.2(a) of the Company Agreement provides that "a Member may Dispose of ... its Units only if the Disposition is to the Company, pursuant to Section 11.2(d)."

WHEREAS, the Seller desires to sell the Redeemed Units to the Company in exchange for thirty thousand dollars (\$30,000); and

WHEREAS, the Company desires to purchase such Redeemed Units from Seller on the terms stated herein.

NOW, THEREFORE, in consideration of the premises and the respective mutual agreements, covenants, representations and warranties herein contained the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I PURCHASE AND SALE OF REDEEMED UNITS

I.1 Purchase and Sale of Redeemed Units; Consideration. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer and convey the Redeemed Units to the Company, and the Company hereby agrees to purchase the Redeemed Units from Seller. The purchase price for the Redeemed Units shall be \$30,000 (Thirty Thousand Dollars) in cash (the "Purchase Price"). The Purchase Price shall be paid by check payable to the order of or by wire transfer to an account specified by Seller within two days after the Closing.

I.2 The Closing. The closing with respect to the purchase and sale of the Redeemed Units shall take place at the offices of the Company on August 12, 2020 (the "Closing") with the Closing to be effective on August 12, 2020.

I.3 Deliveries. At the Closing, Seller shall execute and deliver an assignment of the Redeemed Units, in form and substance satisfactory to the Company.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to the Company the following, as of the date of Closing and the effective date of this Agreement:

II.1 Title to Redeemed Units. As of the date hereof, Seller has full right, title and interest in and to the of the Redeemed Units, and each of the Redeemed Units is free and clear of all liens, claims, options, charges, encumbrances, equities, proxies or voting or other agreements whatsoever.

II.2 No Violations. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will require any consent, approval or notice under, or result in a violation or breach of, or constitute (with or without due notice of lapse of times or both) a default under any terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which Seller is a party, or by which Seller or any of Seller's properties or assets may be bound, which may give rise to any litigation or other proceeding involving the Redeemed Units, or would prohibit or restrict the sale of the Redeemed Units to the Company or any other transaction contemplated by this Agreement. Seller has all the necessary power and authority and has taken all necessary action to execute and deliver this Agreement and consummate the transactions contemplated hereby.

II.3 Validity of Agreement. This Agreement has been duly and validly executed and delivered by Seller as of the date hereof, and this Agreement constitutes the valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of creditors' rights generally.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF COMPANY

The Company hereby represents and warrants to Seller the following as of the date of Closing and the effective date of this Agreement:

III.1 No Violations. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will require any consent, approval or notice under, or result in a violation or breach of, or constitute (with or without due notice of lapse of times or both) a default under any terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which the Company is a party, or by which the Company or any of the Company's properties or assets may be bound, which may give rise to any litigation or other proceeding involving the Redeemed Units, or

would prohibit or restrict the sale of the Redeemed Units to the Company or would prohibit or restrict the payment of the Purchase Price or any other transaction contemplated by this Agreement.

III.2 Validity of Agreement. This Agreement has been duly and validly executed and delivered by the Company as of the date hereof, and this Agreement constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except to the extent that enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforceability of creditors' rights generally.

ARTICLE IV CONDITIONS

IV.1 Sellers' Conditions. The agreement by Seller to sell the Redeemed Units and to consummate the transactions hereunder is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. All of the Company's representations and warranties in this Agreement shall have been accurate in all material respects as of the date of this Agreement and shall be accurate in all material respects as of the Closing as if made on the day of Closing.

(b) Covenants. All of the covenants and obligations that the Company is required to perform or to comply with pursuant to this Agreement at or prior to the Closing, and each of these covenants and obligations, must have been performed and complied with in all material respects.

(c) No Injunction. There must not be in effect any legal requirement or any injunction or other order that prohibits the sale of the Redeemed Units by Seller to Company.

IV.2 Company's Conditions. The agreement by the Company to purchase the Redeemed Units and to consummate the transactions hereunder is subject to the satisfaction of the following conditions precedent:

(a) Representations and Warranties. All of Seller's representations and warranties in this Agreement must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing as if made on the day of Closing.

(b) Covenants. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing, and each of these covenants and obligations, must have been performed and complied with in all material respects. Without limiting the generality of the foregoing, Seller shall be required to sell the Redeemed Units and the Company shall have no obligation to consummate the contemplated transaction if less than all of the Redeemed Units are delivered at Closing.

(c) No Injunction. There must not be in effect any legal requirement or any injunction or other order that prohibits the sale of the Redeemed Units by Seller to Company.

ARTICLE V MISCELLANEOUS

V.1 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflicts of law principles thereof.

V.2 Notices. Any notice, request, demand and other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) when faxed, provided that transmittal is confirmed electronically, (c) one day after sending next business day delivery with a nationally recognized overnight delivery service, or (d) three days after deposit in the United States mail, by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Seller:

Evans Delivery Company, Inc.
Attn: Chris Giltz
100-110 West Columbia Street
Schuylkill Haven, Pennsylvania 17972

If to Company:

North American Chassis Pool Cooperative, LLC
Attn: David Manning
22 Stanley Street
Nashville, Tennessee 37210

or to such other addresses as the parties hereto may from time to time give written notice thereof to the others.

V.3 Entire Agreement; Amendment. This Agreement and the exhibits and other documents delivered pursuant hereto constitutes the entire agreement among the parties hereto and supersede all prior agreements, understandings, negotiations and discussions, both written and oral, among the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified in any way except by a written instrument executed by all of the parties hereto.

V.4 Benefits; Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and permitted assigns.

V.5 No Assignment. No party may assign their respective rights or delegate their respective obligations under this Agreement unless and until any such assignment or delegation shall have first been consented to in writing by the other party.

V.6 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly so provided.

V.7 Severability. In the event that any one or more of the terms, provisions, covenants or restrictions contained in this Agreement shall be declared invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

V.8 Expenses. Except as otherwise provided in this Agreement, all legal, accounting and other fees, costs and expenses incurred in connection with this Agreement and any of the transactions contemplated hereby shall be borne and paid by the party incurring such fees and costs and no party shall be obligated for any cost or expense incurred by any other party. All references to money or \$ shall mean U.S. dollar.

V.9 Litigation; Prevailing Party. In the event of any litigation with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party, and the non-prevailing party shall immediately pay, all reasonable fees and expenses of counsel for the prevailing party, including fees and expenses in one or more appeals.

V.10 Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provisions of this Agreement.

V.11 Counterparts. This Agreement may be executed in any number of counterparts by the parties hereto, each of which shall be deemed to be one and the same instrument.

V.12 Publicity. Except as otherwise required by law, no press release or other public announcement or disclosure, written or oral, related to this Agreement or the transactions contemplated hereby, shall be issued by any party without the prior written approval of the other parties.

V.13 Survival. Article II, Article III and Article V shall survive the closing of the transactions contemplated by this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

SELLER:

Evans Delivery Company, Inc.



Name:

Its:

COMPANY:

North American Chassis Pool Cooperative, LLC



Name: David Manning

Its: President

LETTER OF RESIGNATION

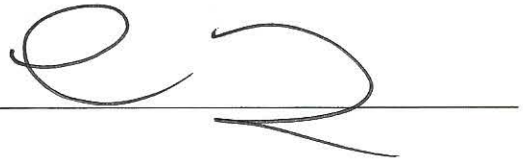
August 12, 2020

To the Board of Governors of North American Chassis Pool Cooperative, LLC (the "Company"):

I, the undersigned, hereby resign from the position I hold as a member of the Board of Governors, including all committees thereof, of the Company and any of its direct or indirect subsidiaries. This resignation is to be effective as of date of the redemption by the Company of the Class A Units held by Evans Delivery Company, Inc., and without the need of acceptance or any further action by the Company.

This letter is intended to comply with any relevant provisions of the organizational documents of the Company and with the relevant provisions of the laws of the State of Delaware.

Chris Giltz

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final horizontal stroke, positioned above a horizontal line.

Williams, Samantha

From: Williams, Samantha
Sent: Wednesday, August 19, 2020 5:37 PM
To: Grindon, Tonya Mitchem; 'dmanning@tcwonline.com'; 'chris.giltz@evansdelivery.com'
Subject: NACPC - Service of Notice to STB
Attachments: NACPC - Notice of Evans Delivery Co, Inc Withdrawal (Doc. No. MCF 21050).pdf

Dear Party of Record,

We are writing on behalf of North American Chassis Pool Cooperative, LLC ("NACPC"). Pursuant to Surface Transportation Board's ("STB") decision (Docket Number No. MCF 21050), NACPC is required to file notice with the STB upon the withdrawal of any member from NACPC. The NACPC intends to notify the STB of the withdrawal of Evans Delivery Co., Inc. from NACPC. The attached documentation shall be filed as the notice to the STB. This correspondence shall constitute service of the notice to the parties of record as required by the STB.

Please contact us with any questions or comments.

Best,

Samantha N. Williams

Associate

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
901 K Street, N.W., Suite 900
Washington, D.C. 20001
Direct: 202.508.3432
Fax: 202.220.2280
Email: swilliams@bakerdonelson.com
www.bakerdonelson.com

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represents clients across the U.S. and abroad from offices
in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, South
Carolina, Tennessee, Texas, Virginia and Washington, D.C.

Williams, Samantha

From: Williams, Samantha
Sent: Thursday, August 20, 2020 2:18 PM
To: Calender, John
Cc: Grindon, Tonya Mitchem
Subject: NACPC - Service of Notice to STB
Attachments: NACPC_Notice of Evans Delivery Co. Inc., Withdrawal.pdf

Dear Party of Record,

We are writing on behalf of North American Chassis Pool Cooperative, LLC ("NACPC"). Pursuant to Surface Transportation Board's ("STB") decision (Docket Number No. MCF 21050), NACPC is required to file notice with the STB upon the withdrawal of any member from NACPC. The NACPC intends to notify the STB of the withdrawal of Evans Delivery Co., Inc. from NACPC. The attached documentation shall be filed as the notice to the STB. This correspondence shall constitute service of the notice to the parties of record as required by the STB.

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Best,

Samantha N. Williams

Associate

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in Alabama, Florida, Georgia, Louisiana, Maryland, Mississippi, South
Carolina, Tennessee, Texas, Virginia and Washington, D.C.

Williams, Samantha

From: Williams, Samantha
Sent: Thursday, August 20, 2020 2:20 PM
To: 'sam@farruggio.com'
Cc: Grindon, Tonya Mitchem
Subject: NACPC - Service of Notice to STB
Attachments: NACPC_Notice of Evans Delivery Co. Inc., Withdrawal.pdf

Dear Party of Record,

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Best,

Samantha N. Williams

Associate

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