

## **Amended National Motor Freight Traffic Agreement**

The undersigned parties to the National Motor Freight Traffic Agreement, in consideration of the covenants of the other parties to said Agreement who have entered or hereafter shall enter into an agreement similar to these presents, agree that the said National Motor Freight Traffic Agreement shall be and it is hereby amended to read as follows:

### **ARTICLE I - NAME**

The name of the Association constituted by the Agreement aforesaid, hereafter shall be the National Motor Freight Traffic Association, Inc., herein called the 'Association.'

### **ARTICLE II - SCOPE**

This Association is organized not for profit, as an educational, scientific and research, commercial and trade organization of motor carriers of property for the mutual benefit of the members to:

(1) Investigate, analyze and disseminate information with respect to classifications, tariffs, rules, regulations and practices governing the transportation of property wholly or in part by motor vehicle.

(2) As Agent for the carriers participating therein, compile, distribute, issue, publish, file or contract for the compilation, publication, filing, sale and distribution of classifications, tariffs, rules, regulations and practices governing the transportation of property, together with supplements thereto and revisions thereof.

(3) Create the Commodity Classification Standards Board as an autonomous body charged with the responsibility of initiating, considering, and establishing classifications of commodities, rules, and related practices in the National Motor Freight Classification, and with the adoption and implementation of fair and open procedures for the conduct of those classification activities.

(4) Take and do such other act or acts, consonant herewith, as may be necessary to promote the welfare and interests of this Association and its members.

### **ARTICLE III - MEMBERSHIP**

(1) Any motor carrier of property shall be eligible for membership in this Association under such conditions and regulations as shall be set out in the By-Laws.

(2) Every member of this Association, in person if an individual, by a partner if a partnership, and by an officer or employee of the member whether an individual, a partnership or a corporation, shall have the right to vote for directors and upon any other question coming before the Association at any meeting thereof as from time-to-time provided in the By-Laws.

(3) Meetings of the Association shall be held as from time-to-time provided in the By-Laws, but at least once per year.

(4) Membership of any member may be terminated voluntarily or involuntarily, as from time-to-time provided in the By-Laws. If the membership of any member be terminated for any reason whatsoever, neither such member nor his or its heirs, personal representatives, successors, or assigns shall have any interest in or any claim upon the Association, its money, property or assets.

ARTICLE IV - DIRECTORS

The Board of Directors of the Association shall consist of such number not less than eleven and shall have such qualification as from time-to-time shall be fixed by the By-Laws. Such directors shall be elected as from time-to-time provided in the By-Laws. The Board of Directors shall have and exercise all the powers and authority of the Association and full and complete control and direction of its affairs and the administration of its business, including the power, but not thereby excluding any other power or authority except all powers, functions and duties described in Article II, Section (3) hereof, which shall be vested in and exercised and performed by the Commodity Classification Standards Board (hereinafter called CCSB) (and not by the Board of Directors or any other officer or committee of the Association):

(a) To cause all of the assets of the Association, subject to the payment and discharge of the liabilities and obligations of the Association, to be transferred to a corporation organized not for profit and without capital stock under the general laws of any state of the United States or the District of Columbia, which corporation shall include as members thereof all then members of this Association, and shall possess the powers specified in Article II hereof;

(b) Contract in the name and behalf of the Association and to bind its property and assets by such contract;

(c) Assume, bear and discharge all costs and expense of the CCSB incurred in the exercise, discharge or performance of the functions, duties or powers of said CCSB;

and (d) To dissolve and wind up the affairs of the Association, provided that upon dissolution of the Association its assets after the payment and discharge or adequate provisions therefor of all its liabilities and obligations shall be distributed pro rata among the then members of the Association.

ARTICLE V - AMENDMENTS

This Agreement or the By-Laws of the Association may be amended at any meeting upon thirty days' notice in writing of any such proposed change given to all members of the Association.

IN TESTIMONY WHEREOF, the parties hereto have set their hands and seals as of this.

.....day of ....., 20.....

Carrier .....

By: .....

Title: .....

Date: .....

Business Address .....  
Number Street City State Zip