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Original Title Page

NAME: OCEAN CARRIER WORKING GROUP AGREEMENT

FMC NO.: 203-011405-007

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

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Federal Maritime Commission

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Ocean Carrier Working
Group Agreement
FMC No. 203-011405-010
First Revised Page No. 1

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Ocean Carrier Working Group Agreement ("Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide a forum for the members thereof to meet, discuss, evaluate and reach agreement with respect to matters pertaining to compiling, creation, publication, filing (where required), retrieval, storage, dissemination, and use of electronic and other tariff and service contract information and to meet, discuss, reach agreement and advocate common positions before governmental and other bodies on any matter pertaining to the Shipping Act of 1984, amendments thereto or any other legislative or regulatory matter of interest to them.

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ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are listed in Appendix A hereto.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the trades between all United States ports, and all U.S. points served via those ports, (including, without limitation, ports and points in Puerto Rico and U.S. territories and possessions), and ports and points in all other countries worldwide (hereinafter referred to as the "Trade").

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ARTICLE 5: AGREEMENT AUTHORITY

5.1 The parties are authorized, but not required, to meet, discuss and agree upon all matters pertaining to the transition to, implementation of, and regulations to be proposed or promulgated under the Ocean Shipping Reform Act of 1998, and may also agree to advocate common positions before governmental and other bodies on any such matter or any other legislative or regulatory matter of interest to them.

5.2 The parties are further authorized, but not required, to meet, discuss and agree upon all matters relating to the compiling, creation, publication, filing (where required), retrieval, storage, access, dissemination, use, and reuse of tariff data published or filed or to be filed with government agencies or non-government data bases, including:

(a) Uniform or differential procedures, systems, applications, software, hardware, requirements, standards, protocols, terms, conditions, rules, and practices;

(b) Uniform or differential classifications, codes, identifications, names, and categories for cargo, equipment, type of service, geographic locations, and transportation routings;

(c) The establishment and operation of non-governmental data bases by the parties, by the parties

in conjunction with third parties, or solely by third parties, for the storage and retrieval of tariff data;

(d) joint negotiations, joint contracts or other agreements with private vendors for tariff services, the operation of or access to non-governmental data bases, and costs and charges for the publication, maintenance of and access to tariff data in non-governmental data bases;

(e) Common standards, designs and types of computer and related equipment for the publication, filing (where required), retrieval, or storage of tariff data;

(f) Development and use of uniform or differential terms and definitions for tariff and service contract rules and algorithms; and

(g) Training and the development of training materials for the parties and their customers.

5.3 The parties may individually or jointly exchange, develop and contract for information, statistics, reports, studies and other data pertaining to matters within the scope of

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this Agreement. The parties may meet, discuss, negotiate and reach agreements with shippers, vendors, government officials and others for purposes of matters within the scope of Agreement.

5.4 This Agreement is intended to permit the parties to discuss and agree upon a variety of matters relating to the publication of tariff data, transition issues resulting from amendments to the Shipping Act of 1984, as amended, and other legislative or regulatory matters. It is recognized that certain agreements reached hereunder (e.g., commodity classifications and the design of algorithms) may impact commercial terms. However, the Agreement does not provide authority to directly discuss or agree upon the dollar amounts of cargo rates or dollar amounts of assessorial charges for transport services to be paid for by a shipper.

5.5. The parties may agree upon any routine administrative matters relating to the operation or implementation of this Agreement. The parties shall allocate costs incurred hereunder and pay their respective shares thereof in a timely manner.

5.6 References to "tariff data" in this Agreement shall mean tariff and service contract information and provisions (in data, text, or other format), whether subject to or exempt from publication or filing with the Federal Maritime Commission or any other U.S. or foreign government agency or department. Without limitation, tariff data includes rates, charges,

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surcharges, rules, terms and conditions relating to the receipt, handling, loading, unloading, storage, transportation, and delivery of cargo by ocean common carriers in the Trade.

5.7 Voluntary agreements reached hereunder with respect to tariff/transition issues may be published in the applicable tariffs (including service contract essential terms publications) of the parties. If a party's applicable tariff is published by a conference, such party may bring any agreement reached or proposal considered hereunder to the conference for consideration and adoption by it. Similarly, if an individual carrier is a member of a conference which is not a party hereto, the carrier may bring agreements reached or proposals considered by said conference to the Agreement for consideration and adoption by the parties hereto. Nothing herein shall authorize the parties to discuss or agree upon rates or rate levels.

5.8 The parties may agree to publish general reference materials or publications under the auspices of the Agreement covering subjects authorized by this Article 5. All or some of the parties may participate or subscribe to such general reference materials or publications. The parties shall submit to the FMC within thirty (30) days of the end of each calendar quarter a summary report on Agreement activities undertaken in that calendar quarter.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 The parties may designate a Chairman or Executive Committee or other agents, officers or Committees. The Chairman may be an employee of an ocean common carrier party to this Agreement. The Chairman, or in the Chairman's absence, his designee, shall

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officiate at full meetings of the parties and the Executive Committee and are authorized to carry out the decisions of the parties. The Executive Committee or other Committee may make recommendations to the parties on administrative, organizational, and substantive matters.

6.2 The Chairman, his designee, or Agreement counsel shall have the authority to execute and file this Agreement, any modifications to this Agreement, and any forms in support of the foregoing on behalf of the parties, upon appropriate vote taken by the parties.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL AND EXPULSION

7.1 Membership - Any ocean common carrier, conference, or discussion agreement of ocean common carriers in the Trade is eligible for membership in this Agreement upon execution of a counterpart hereof, provided that a prospective party will not become a party to this Agreement until an amendment to this Agreement providing for such membership is effective pursuant to the Shipping Act of 1984, as amended. Such an amendment may be filed at the direction of the Chairman, or his designee.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time upon 30 days' prior written notice to the Agreement.

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7.2 Withdrawal - Any party may withdraw from this Agreement at any time upon 30 days' prior written notice to the Agreement.

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7.3 Expulsion - A party may be expelled from this Agreement for material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

ARTICLE 8: VOTING

8.1 Except as provided for in Article 8.2, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree. Any meetings held or agreements reached may include all or any portion of the membership.

8.2 The following matters shall be subject to binding vote of the parties: (a) expulsion from membership and termination of this Agreement; (b) administrative matters, including allocation of expenses, appointment of officers and committees, and scheduling of meetings; and (c) except for membership changes, amendments to this Agreement. Action on such matters shall require a three-quarters vote of the parties present. Voting may also take place through telex, telephone or telefax polls. Notwithstanding the foregoing, if a party does not wish to participate in specific Agreement projects involving significant costs, it may so advise the Chairman in writing prior to the Agreement's incurring the expenditure and, in such event, such party shall not be liable for same.

8.3 Quorum at full meetings of the Agreement (including polls) shall require the presence of one-half of the parties (either directly or through proxy.)

8.4 At least two business days written notice shall be given to the parties of meetings of the Agreement unless waived by three-quarters of the parties entitled to vote.

8.5 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any matters within the scope of the Agreement. The parties may also reach agreements in committees on matters authorized under Article 5.

ARTICLE 9: TERMINATION AND DURATION

This Agreement may be terminated by the parties in accordance with Article 8.2. The Agreement does not have a limited duration.

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PARTIES TO THE AGREEMENT

Conference and Agreement Parties

The Latin America Agreement
- Central America Discussion Agreement
- Hispaniola Discussion Agreement
- Caribbean Shipowners Association
- Venezuela Discussion Agreement
- ABC Discussion Agreement
- Montemar Maritima S.A. d/b/a Pan American Independent Line
- West Coast of South America Discussion Agreement
- Inland Shipping Service Association
- Zim Integrated Shipping Services, Ltd.

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Israel Trade Conference
- Farrell Lines, Inc.
- Zim Integrated Shipping Services, Ltd.
- P&O Nedlloyd Limited

Trans-Atlantic Conference Agreement
- A. P. MOLLER-MAERSK A/S trading under the name of Maersk Sealand
- Atlantic Container Line AB
- Hapag-Lloyd Container Linie GmbH
- Mediterranean Shipping Company S.A.
- Nippon Yusen Kaisha
- Orient Overseas Container Line Limited
- P&O Nedlloyd Limited

Transpacific Stabilization Agreement
- American President Lines, Ltd.
- APL Co. Pte Ltd.
- CMA CGM S.A.
- COSCO Container Lines Company Ltd.
- Evergreen Marine Corp. (Taiwan) Ltd.
- Hanjin Shipping Co., Ltd.
- Hapag-Lloyd Container Linie GmbH
- Hyundai Merchant Marine Co., Ltd.
- Kawasaki Kisen Kaisha, Ltd.
- Mitsui O.S.K. Lines, Ltd.
- Nippon Yusen Kaisha
- Orient Overseas Container Line Limited

P&O Nedlloyd Limited
P&O Nedlloyd B.V.
Yangming Marine Transport Corp.

United States Australasia Discussion Agreement
- Australia New Zealand Direct Line, a division of CP Ships (UK) Limited
- Hamburg Sudamerikanische Dampfschifffahrts Gesellschaft KG
- P&O Nedlloyd Limited
- CMA CGM S.A.
- Lykes Lines Limited, LLC
- Wallenius Wilhelmsen Lines AS
- A.P. MOLLER-MAERSK A/S trading under the name of Maersk Sealand
- FESCO Ocean Management, Ltd.
- Compagnie Maritime Marfret S.A.

United States/South Europe Conference
- A. P. MOLLER-MAERSK A/S trading under the name of Maersk Sealand
- P&O Nedlloyd Limited
- Hapag-Lloyd Container Linie GmbH

Westbound Transpacific Stabilization Agreement
- American President Lines, Ltd.
- APL Co. Pte Ltd.
- COSCO Containerlines Company Limited
- China Shipping Container Lines Co., Ltd.
- Evergreen Marine Corp. (Taiwan) Ltd.
- Hanjin Shipping Co., Ltd.
- Hapag-Lloyd Container Linie GmbH
- Hyundai Merchant Marine Co., Ltd.
- Kawasaki Kisen Kaisha, Ltd.
- Mitsui O.S.K. Lines, Ltd.
- Nippon Yusen Kaisha
- Orient Overseas Container Line Limited
- P&O Nedlloyd Limited
- P&O Nedlloyd B.V.
- Yang Ming Marine Transport Corp.

Middle East Indian Subcontinent Discussion Agreement

- National Shipping Company of Saudi Arabia
- A.P. MOLLER-MAERSK A/S trading under the name of Maersk Sealand
- United Arab Shipping Company (S.A.G.)
- CMA CGM SA
- P&O Nedlloyd Limited
- Contship Containerlines, a division of CP Ships (UK) Limited
- American President Lines, Ltd.

Carrier Parties

A.P. MOLLER-MAERSK A/S trading under the name of Maersk Sealand

Contship Containerlines, a division of CP Ships (UK) Limited

Evergreen Marine Corporation (Taiwan) Ltd.

King Ocean Service de Venezuela, S.A.

Star Shipping A/S

Tropical Shipping & Construction Company, Limited

Wallenius Wilhelmsen Lines AS

Zim Integrated Shipping Services, Ltd.

Hapag-Lloyd Container Linie GmbH

Ocean Carrier Working
Group Agreement
FMC No. 203-011405-017

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to the Ocean Carrier Working Group Agreement hereby agree this 30th day of September, 2004, to amend this Agreement as per the attached pages and to file same with the Federal Maritime Commission.

The Latin America Agreement

By: Marc J. Fink
Title: Attorney-in-Fact

Trans-Atlantic Conference Agreement

By: Marc J. Fink
Title: Attorney-in-Fact

United States Australasia Agreement

By: Marc J. Fink
Title: Attorney-in-Fact

Westbound Transpacific Stabilization Agreement

By: Marc J. Fink
Title: Attorney-in-Fact

Israel Trade Conference

By: Marc J. Fink
Title: Attorney-in-Fact

Transpacific Stabilization Agreement

By: Marc J. Fink
Title: Attorney-in-Fact

United States/South Europe Conference

By: Marc J. Fink
Title: Attorney-in-Fact

Middle East Indian Subcontinent Discussion Agreement

By: Marc J. Fink
Title: Attorney-in-Fact

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Ocean Carrier Working
Group Agreement
FMC No. 203-011405-017

Signature Page (continued)

A.P. MOLLER-MAERSK A/S trading under the name of Maersk Sealand

By: Marc J. Fink
Title: Attorney-in-Fact

Star Shipping A/S

By: Marc J. Fink
Title: Attorney-in-Fact

Contship Containerlines, a Division of CP Ships (UK) Limited

By: Marc J. Fink
Title: Attorney-in-Fact

Zim Integrated Shipping Services, Ltd.

By: Marc J. Fink
Title: Attorney-in-Fact

Evergreen Marine Corporation (Taiwan) Ltd.

By: Marc J. Fink
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Hapag-Lloyd Container Linie Gmbh

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