203-011284

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FEDERAL MARITIME COMMISSION
OFFICE OF THE SECRETARY

NAME: EQUIPMENT INTERCHANGE DISCUSSION AGREEMENT

FMC NO.:

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

EFFECTIVE
JUL 6 1990
Federal Maritime Commission

EFFECTIVE
JUN 6 1990
Federal Maritime Commission

FMC Agreement No.: 011284 Effective Date: Friday, July 6, 1990
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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Equipment Interchange Discussion Agreement.

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to permit the parties to discuss, evaluate and reach agreement with respect to matters pertaining to the interchange of carrier equipment for the direct or indirect account of shippers or consignees.

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 the "Trade").

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ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, the parties are authorized, but not required to discuss and agree upon all matters in the Trade relating to the interchange of carrier equipment with shippers and/or consignees, their agents or contractors, which directly or indirectly affect the rates, charges, or other terms of transportation made available to shippers or consignees, including uniform or differential terms pertaining to insurance, liability for loss or damage (whether of or to equipment, or the person or property of third parties) maintenance and repair, credit and billing practices, free time, detention charges, and other terms of equipment interchange agreements and all conditions, classifications, rules, and practices pertaining to the availability, lease, use, delivery, acceptance, interchange, refusal, handling, documentation, transfer, storage, inland transportation, and delivery of equipment whether moving under through bill of lading or otherwise, by direct service or transshipment, and whether moving under tariffs, service contracts or otherwise.

5.2 The parties may exchange information, statistics, reports, studies and other data pertaining to matters within the scope of Article 5.1.

5.3 Without limitation, any agreement reached on rate or service items subject to tariff filing pursuant to Section

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8(a) of the Shipping Act of 1984 shall be a matter of voluntary adherence by each party and nothing in this Agreement shall prevent any party from departing from such agreement at any time upon 24 hours prior written notice to the Agreement.

5.4 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.

5.5 For purposes hereof, references to "equipment" shall mean containers, trailers, chassis, and other intermodal equipment.

5.6 Voluntary agreements reached hereunder may be published in the applicable tariffs of the parties. If a party's applicable tariff is published by a conference, such party may bring the agreement reached hereunder to the conference for consideration and adoption by it. The parties may agree to publish a tariff(s) under the auspices of the Agreement covering subjects authorized by this Article in which all or some of the parties may participate.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 From time to time, the parties shall designate a chairman and a five person Executive Committee from among the

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members. The Chairman shall officiate at full meetings of the parties and the Executive Committee. The Executive Committee shall make recommendations to the parties on administrative and organizational matters. The Executive Committee may appoint a Secretary to act as administrator of the Agreement.

6.2 In addition to the Chairman and Secretary, Agreement counsel (including attorneys with Counsel's law firm) 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 in the Trade is eligible for membership in this Agreement.

7.2 Withdrawal - Any party may withdraw from this Agreement at any time by thirty (30) days prior written notice to the Agreement.

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

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ARTICLE 8: VOTING

8.1 Except as provided for in Articles 8.2 and 5.3, any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree. An agreement 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) membership, expulsion from membership and termination of this Agreement; (b) administrative matters, including allocation of expenses, appointment of chairman and committees, and scheduling of meetings; and (c) 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.

8.3 Quorum at full meetings of the Agreement 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 meet and reach agreements in such committees.

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ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall continue in effect indefinitely, and the parties may terminate the Agreement at any time.

ARTICLE 10: POLICING

At the request of any party, the Agreement shall engage the services of an independent neutral body to fully police the obligations of the Agreement and the parties.

ARTICLE 11: PROHIBITED ACTS

The Agreement shall not engage in conduct prohibited by Section 10(c)(1) or 10(c)(3) of the Shipping Act of 1984.

ARTICLE 12: CONSULTATION

Shippers' requests and complaints may be submitted directly to any party for consideration by the Agreement. A shipper's request or complaint shall be considered by the Agreement and the Agreement shall promptly thereafter notify the shipper of its decision. By action of the parties, the Chairman or Secretary may consult with shippers to prevent and eliminate malpractices and resolve disputes commercially.

ARTICLE 13: INDEPENDENT ACTION

See Articles 5.3 and 8.2.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement or counterparts hereof to be executed by their authorized representative.

A. P. Moller-Maersk Line

Signed By: Jeffrey F. Lawrence

Title: Attorney-in-Fact

Date: June 5, 1990

Signature: _____

Nippon Yusen Kaisha Line

Signed By: Jeffrey F. Lawrence

Title: Attorney-in-Fact

Date: June 5, 1990

Signature: _____

Sea-Land Service, Inc.

Signed By: Jeffrey F. Lawrence

Title: Attorney-in-Fact

Date: June 5, 1990

Signature: _____

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement or counterparts hereof to be executed by their authorized representative.

Hapag-Lloyd Aktiengesellschaft

Signed By: Jeffrey F. Lawrence

Title: Attorney-in-Fact

Date: June 6, 1990

Signature: _____

Orient Overseas Container Lines

Signed By: Jeffrey F. Lawrence

Title: Attorney-in-Fact

Date: June 6, 1990

Signature: _____

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SIGNATURE PAGE

Party's Name: P&O Containers Limited

Signed By: Paul E. DuVoisin

Title: Vice President & General Mgr. Europe Trade

Date: June 5, 1990

Signature: Paul E. DuVoisin

TOTAL P.02

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APPENDIX A

PARTIES TO AGREEMENT

A. P. Moller-Maersk Line
50, Esplanaden
DK-1098 Copenhagen, Denmark

Hapag-Lloyd Aktiengesellschaft
Ballindam 25
2000 Hamburg 1, West Germany

Nippon Yusen Kaisha Line
3-2, Marunouchi 2-Chome,
Chiyoda-ku
Tokyo 100, Japan

Orient Overseas Container Line
31st Floor
Harbour Centre
25 Harbour Road
Wan Cai
Hong Kong

P&O Containers Limited
65 Willowbrook Boulevard
Wayne, New Jersey 07470

Sea-Land Service, Inc.
P.O. Box 800
Iselin, New Jersey 08830

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PARTIES TO AGREEMENT

A. P. Moller-Maersk Line
50, Esplanaden
DK-1098 Copenhagen, Denmark

Nippon Yusen Kaisha Line
3-2, Marunouchi 2-Chome,
Chiyoda-ku
Tokyo 100, Japan

P&O Containers Limited
65 Willowbrook Boulevard
Wayne, New Jersey 07470

Sea-Land Service, Inc.
P.O. Box 800
Iselin, New Jersey 08830

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