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U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MARITIME COMMISSION

Equipment Interchange
Discussion Agreement
FMC No. 202-011284-032
First Revised Page No. 2

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. See also Article 7.1.

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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5.6 Voluntary agreements reached hereunder may be published in the applicable tariffs of the parties. The parties are authorized to discuss, share information, and reach agreements with respect to matters within the subjects included in Article 5 hereof which are pending before or were decided by other carrier agreements to which one or more of the Parties hereto are a party. The parties are further authorized to agree to adopt similar provisions for their respective agreement or individual tariffs or to recommend actions to other agreements through common members. 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.

5.7 Subject to Article 5.3 hereof, the parties are authorized to enter into implementing and interstitial arrangements, writings, understandings, procedures and documents within the scope of the authorities set forth in this Article 5 in order to carry out the authorities and purpose hereof.

5.8 Two or more of the parties are authorized, but not required, to meet with the owners or operators of inland depots, equipment pools, or inland terminals to discuss and agree upon

matters, including terms, conditions, and procedures, related to the use of inland depots, pools, and terminals, and the use, receipt, lease, storage, repair and interchange of equipment. Subject to any restrictions in the Shipping Act of 1984, as amended, the parties may also discuss and agree upon joint contracts, joint purchase and joint lease of inland depot services, pools, equipment, terminals, and other facilities.

5.9 In furtherance of the authority contained in Article 5.8, the parties are authorized to obtain, compile, maintain, and exchange among themselves, information related to any aspect of inland depots, pools, terminals and/or equipment use. Such information may include records, statistics, studies, compilations, projections, costs, and documents of any kind or nature whether prepared by the parties or obtained from outside sources relating to matters authorized by Article 5.8.

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

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 or any agreement of ocean common carriers formed under section 4 of the Shipping Act of 1984, as amended, is eligible for membership in this Agreement. In the event an agreement of ocean common carriers becomes a party hereto, all members of such agreement shall also individually be listed in Appendix A hereto and shall be deemed parties hereto for purposes of all activities undertaken pursuant to Articles 5 and 8.1 hereof.

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

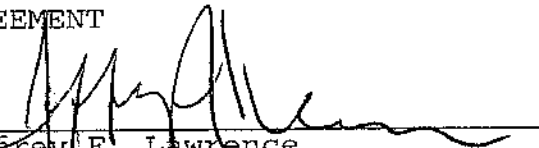
7.3 Expulsion - A party may be expelled from this Agreement for a material breach of this Agreement or failure to maintain an ocean common carrier service in the Trade.

7.4 Associate Member - A party may join the Agreement as an Associate Member. An Associate Member is authorized to participate in all Agreement discussions and agreements on matters within the scope of Article 5, with the exception of free time and detention charges. Associate Members shall share in Agreement expenses on a per capita basis, except that Associate Members shall not be allocated a share of Agreement expenses related to free time and detention matters. There shall be no increase in Associate Members' share of expenses without thirty (30) days written notice prior to the date an increase becomes effective. Associate Members shall be designated as such under Article 3 hereof.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties to Agreement No.
202-011284 hereby agree this 4th day of December, 1998, to amend
the Agreement as per the attached First Revised Page 2, First
Revised Page 4a, First Revised Page 5 and First Revised Page 5a,
and to file same with the U.S. Federal Maritime Commission.

EQUIPMENT INTERCHANGE DISCUSSION
AGREEMENT



Jeffrey F. Lawrence
Counsel to Agreement No. 202-011284
Authorized to Execute
Modification Pursuant to
Article 6.2 of Agreement