



Ocean Carrier Equipment
Management Association
FMC No. 202-011284-36
First Revised Page No. 6
Third Edition

inland depots, equipment pools, or inland terminals to discuss, negotiate, and agree upon matters, including rates, terms, conditions, procedures, and charges related to the use of inland depots, pools, and terminals, and the use, receipt, lease, storage, repair and interchange of equipment. Subject to the Shipping Act of 1984, as amended, two or more of the parties are authorized, but not required, to meet with the owners or operators of rail and motor carriers to discuss, negotiate, and agree upon matters, including rates, terms, conditions, procedures, and charges 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, negotiate and agree upon joint contracts, joint purchase and joint lease of inland transport services, inland depot services, pools, equipment, terminals, and other facilities. The Parties are authorized to meet, discuss and agree among themselves on matters included in this paragraph; provided, however, that notwithstanding any other provision hereof, this Agreement does not authorize the parties to negotiate, agree upon, or jointly contract for freight rates or compensation to be paid by the parties to motor carriers and/or port truck drivers.

5.9 In furtherance of the authority contained in

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Article 5, the parties are authorized to obtain, compile, maintain, and exchange among themselves, information related to any aspect of inland transport, inland depots, pools, terminals and/or equipment use. Such information may include records, statistics, studies, compilations, projections, costs, and



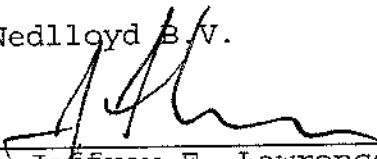
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 202-011284-036 hereby agree, this 13th day of July, 2000, to amend the Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

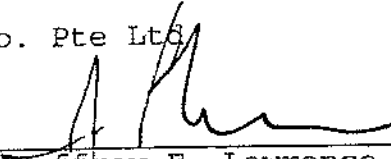
A.P. Moller-Maersk Sealand

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

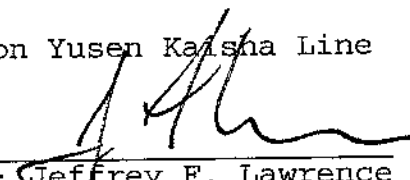
P&O Nedlloyd B.V.

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

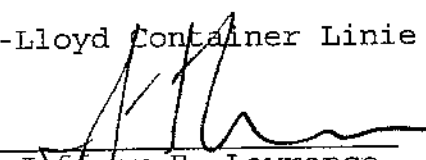
APL Co. Pte Ltd

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

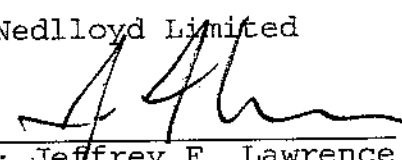
Nippon Yusen Kaisha Line

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

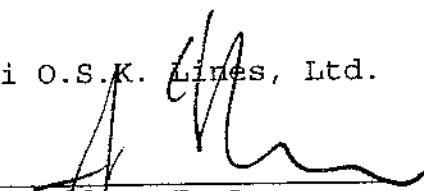
Hapag-Lloyd Container Linie GmbH

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

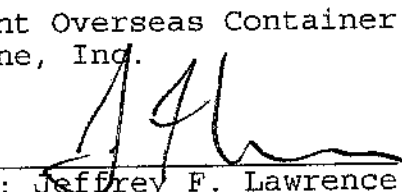
P&O Nedlloyd Limited

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Mitsui O.S.K. Lines, Ltd.

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

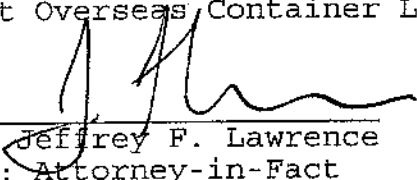
Orient Overseas Container
Line, Inc.

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

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SIGNATURE PAGE (Continued)

Orient Overseas Container Line (UK) Ltd.

By: 
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact