EFFECTIVE
OCT 20 2000
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

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) other than the addition of new members, 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. In any telex, telephone or telefax poll, action on matters subject to binding vote of the parties shall require a three quarters vote of the parties responding to the poll in the manner and within the time specified in the poll.

8.3 Quorum at full meetings of the Agreement shall require the presence of one half of the parties (either directly or through proxy.) Quorum for purposes of a telex, telephone or telefax poll shall be one half of all parties to the Agreement.

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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.

8.6 Subject to the other provisions of this Agreement, Associate Members shall have a vote on substantive and organizational matters discussed in the committees in which they are authorized to participate. Associate Members shall not have a vote on the following: amendments to the Agreement, ~~the admission of new members and~~membership matters, and administrative and expense related matters.

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

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Ocean Carrier Equipment
Management Association
FMC No. 202-011284-042

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 202-011284-040 hereby agree, this ___ day of October 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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Ocean Carrier Equipment
Management Association
FMC No. 202-011284-042

SIGNATURE PAGE (Continued)

Orient Overseas Container Line Limited

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

Australia-New Zealand
Direct Line

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

Evergreen Marine Corp. (Taiwan) Ltd.

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

Contship Containerlines
Limited

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

Hamburg Sudamerikanische
Dampfschifffahrtsgesellschaft
Eggert & Amsinck

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

Contship Med/Gulf Line Ltd.

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

Lykes Line Limited LLC

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

Mexican Line Limited

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

American President Lines, Ltd.

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

Hyundai Merchant Marine
Co. Ltd.

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

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