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.
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
ARTICLE 8: VOTING

8.1 Except as provided for in Articles 9.2 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) 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.
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, 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
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
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