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NAME: OCEAN CARRIER EQUIPMENT MANAGEMENT ASSOCIATION

FMC NO.: 202-011284

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

**RESTATEMENT OF AGREEMENT**

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UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Ocean Carrier Equipment Management Association ("OCEMA").

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, transportation, use and operation of carrier equipment in the United States.

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").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, two or more of the parties are authorized, but not required, to meet, discuss and agree upon all matters in the Trade relating to the interchange of

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equipment with or the provision of equipment to shippers and/or consignees, their agents or subcontractors, inland carriers, and other persons or entities, 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, billing, and collection practices, terminal handling and destination delivery charges, free time, detention and demurrage charges; other charges, surcharges, or assessments to shippers, consignees, their agents or subcontractors, and other persons or entities relating to the storage, repositioning, handling, availability, interchange, or use of equipment at terminals or at facilities operated by shippers or other entities, or moving between U.S. ports and inland locations, or between inland locations in the U.S.; the pass through of all or portions of any charges, surcharges or assessments imposed in the U.S. by inland carriers, terminals, ports, or governmental or public bodies on the use, storage, or transport of loaded or empty containers; terms of equipment interchange or use agreements; and all conditions, classifications, rules, and practices pertaining to the availability or non-availability, lease, use, delivery, acceptance, interchange, costs, absorption or payment of costs, refusal, handling, documentation, transfer, storage, inland transportation, and delivery of equipment whether or not

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moving under through bill of lading or otherwise, by direct service or transshipment, and whether moving under conference or individual tariffs, service contracts or otherwise, including the terms of bills of lading, service contracts, or tariffs relating to the foregoing.

5.2 The parties may exchange information, statistics, reports, studies and other data pertaining to matters within the scope of Article 5.

5.3 Without limitation, any agreement reached on tariff rate or service items 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 with 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. Any member that withdraws from the Agreement shall be responsible to pay its share of Agreement expenses, including but not limited to Agreement dues and the cost of any Agreement policing program, through the period ending ninety (90)

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days following the effective date of its withdrawal. Payment of such amounts shall be due at the same time payment is due from the other members of the Agreement.

5.5 For purposes hereof, references to "equipment" shall mean containers, trailers, chassis, and other intermodal equipment. References to "other persons or entities" shall mean logistics providers, pool operators, marine and rail terminal operators, ports, inland freight brokers, inland carriers, operators of motor vehicles capable of hauling equipment, freight forwarders, companies engaged in the rental, lease or interchange of equipment for compensation ("rental company"), and other providers of transport services or equipment in connection with the U.S. inland portion of international movement of containerized shipments. References to "terminals" shall mean marine and inland intermodal terminals unless otherwise specified.

5.6 Voluntary agreements reached hereunder may be published in the applicable tariffs or service contracts 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

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further authorized to agree to adopt similar provisions for their respective agreements or individual tariffs or service contracts or to recommend actions to other agreements through common members. If a party's applicable tariff or service contract is published or authorized by a conference or other carrier agreement filed with the FMC, such party may bring the agreement reached hereunder to the conference or agreement for consideration and adoption by it. The parties may agree to

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publish a tariff(s) under the auspices of the Agreement covering subjects authorized by this Article in which all 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 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 inland depots, equipment pools, rental companies, or 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. Two or more of the parties are further authorized, but not required to meet, discuss and agree upon general guidelines and procedures relating to the disposition of equipment including by way of sale, purchase, lease, sublease, contribution, or otherwise by or to other parties and/or other persons or entities. 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

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operators of rail and motor carriers to discuss, negotiate, and agree upon matters, including rates, terms, conditions, procedures, and charges related to (i) insurance, (ii) the use and establishment of inland depots, pools, and

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terminals, and (iii) 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 Article 5, the parties are authorized to obtain, compile, maintain, and exchange among themselves, information related to any aspect of insurance, inland transport, 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.

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5.10(a) The parties are authorized to discuss, agree upon, adopt, revise, and implement voluntary guidelines relating to the terms and procedures of individual service contracts on subjects authorized by Article 5.1. Any such voluntary guidelines adopted by the parties shall explicitly state that the parties have the right not to follow the guidelines and shall be submitted confidentially to the Federal Maritime Commission.

(b) Any committee recommendations to the Agreement to adopt or increase charges, surcharges, or assessments to shippers or consignees, whether or not relating to individual service contracts, will be submitted confidentially to the Federal Maritime Commission.

5.11 The parties are authorized to discuss and agree upon a standard tariff for matters relating to Article 5.1 and the Parties' individual service contract terms. The Parties are also authorized to discuss and agree upon standard bill of lading terms, including without limitation, terms for cargo and equipment damage or loss, delivery and receipt of shipments, and other losses, expenses or liabilities.

5.12 The parties are authorized but not required to incorporate the Agreement as a non-profit corporation under the laws of the District of Columbia with all of the rights and authorities permitted for such entities under D.C. law. When

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established, no stock shall be issued or dividends paid, and no part of the income of the corporation shall be distributed to the members, directors, officers or any party to this Agreement. All members of the Agreement will be members of the corporation.

5.13 The parties are authorized but not required to meet, discuss, share information and agree upon matters including, but not limited to, the establishment of rates, terms, conditions, procedures and charges related to the creation and operation of equipment pools at terminals and depots, and the contribution, use, receipt, lease, storage, repair, inspection, maintenance, interchange and tracking of pooled equipment. Such pooled equipment may be interchanged with ocean carriers, marine terminal operators, rail terminal operators, container yard operators, rental companies, shippers, inland carriers, and logistics providers. The parties may also form, own and operate corporations, limited liability companies, holding companies or other entities, formed either for profit or not for profit, to establish, own and/or operate equipment pools or pool-owning companies. Such pools may be operated directly by a company formed hereunder or through contracts with third party pool management entities. Any two or more of the parties may also discuss and agree on the

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distribution or use of pool revenues in excess of costs, assessments to cover deficits in pool operations or other pool obligations; valuation of equipment for liability, loss, usage, rental, sale or other purposes; and liability, indemnity and insurance requirements

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for users, contributors, pool vendors, and inland carriers; removal of equipment deemed excess to pool requirements; and the lease of additional equipment to meet pool demands. The parties may also, themselves or with users of chassis pools, form a purchasing group within the association or form affiliated corporate or other entities to procure insurance covering liabilities arising out of or related to chassis and/or chassis pool operations.

5.14 The parties are authorized, but not required to meet, discuss, exchange information and data, and reach agreement amongst themselves or with other persons or entities regarding the establishment of industry standards or guidelines relevant to the safety, maintenance, inspection, repair, valuation, availability, or operating procedures of intermodal equipment.

5.15 The parties are authorized, but not required to meet, discuss, exchange information, and reach agreement amongst themselves or with third parties, including the owners or operators of depots and terminals, regarding the establishment of processes relating to the interchange or return of equipment pursuant to equipment interchange agreements or otherwise, and processes relating to the inspection, maintenance and repair of equipment, including processes to facilitate compliance with state and federal safety regulations. Included in such processes are the use of electronic

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communications, internet, and other information technology to transmit or receive information. In furtherance of the foregoing, the parties may also form, own and operate corporations or other business entities in order to carry out the purposes hereof.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 The Agreement shall be governed by a Senior Steering Committee ("SSC") comprised of one representative from each member line. The SSC shall have the authority to act on behalf of the Agreement with respect to admission or expulsion of members, payment of Agreement expenses, special assessments and dues, election and removal of Executive Committee members, amendments to the Agreement, and other Agreement matters. Each

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member of the Agreement shall have one vote on the SSC. A quorum to conduct business at SSC meetings (including polls and conference calls) shall be two-thirds (2/3) of the SSC membership and decisions subject to voting may be taken by a vote of at least two-thirds (2/3) of the parties.

6.2 From time to time, the parties shall designate a Chairman and one or two Vice Chairmen from among the members. The Chairman shall officiate at full meetings of the parties. In the Chairman's absence, a Vice Chairman or other Executive Committee member shall officiate. The parties may appoint an Executive Director who shall act as Secretary and serve as administrator of the Agreement. The Chairman may also appoint committees to focus on matters within the scope of the Agreement.

6.3 The SSC shall elect an Executive Committee ("ExCom") comprised of members of the SSC to manage the affairs of the corporation formed pursuant to Article 5.12. The ExCom shall oversee the corporation and Agreement budget, finances, and administration and is authorized to retain consultants, attorneys, and/or accountants on behalf of the corporation and Agreement. The ExCom may act on policy matters that arise between SSC meetings. The size of the ExCom shall be established by resolution of the SSC but, in addition to the Chairman and any Vice Chairmen, shall have no less than five (5)

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nor more than nine (9) members. The Chairman and Vice Chairmen of the Agreement shall hold the same positions within the ExCom. The ExCom may appoint such other officers and take such actions as required for the administration of the corporation. Two thirds (2/3) of the ExCom shall constitute a quorum for the transaction of business at ExCom meetings and decisions subject to voting may be taken by a majority of the ExCom members present at a meeting at which a quorum is present.

6.4 An Operations Council, comprised of representatives of all member lines, shall be a standing committee authorized to review and make recommendations to the Executive Committee and SSC on operational and related policy matters within the scope of the Agreement.

6.5 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

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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.

ARTICLE 8: VOTING

8.1 Except as provided for in Article 6, 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 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.

8.3 The parties may appoint committees from time to time to review and make recommendations to the Agreement on any

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matters within the scope of the Agreement. The parties may also meet and reach agreements in such committees.

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. The neutral body may provide consulting services for the Agreement whereby it reviews the members' systems for monitoring, billing and collecting free time and detention and provides suggestions and recommendations with respect to those systems. In connection with such consulting, the members shall cooperate with the neutral body by providing information and records with respect to their systems.

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

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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, Secretary or any committee of the Agreement may consult with shippers to prevent and eliminate malpractices and resolve disputes commercially or to discuss any matter of concern to shippers or ocean carriers which is within the scope of Article 5 hereof.

ARTICLE 13: INDEPENDENT ACTION

See Articles 6.1, 6.3 and 8.1.

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Ocean Carrier Equipment
Management Association
FMC No. 202-011284-072

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 202-011284 hereby agree this 28th day of October, 2013, to amend the Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

A.P. Moller-Maersk A/S trading under the name of Maersk Line

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Atlantic Container Line

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

APL Co. Pte Ltd

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Nippon Yusen Kaisha Line

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hapag-Lloyd AG

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hapag-Lloyd USA LLC

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Cosco Container Lines Company Limited

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Mitsui O.S.K. Lines, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

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FMC No. 202-011284-072

SIGNATURE PAGE (Continued)

Orient Overseas Container Line Limited

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Evergreen Line Joint Service Agreement FMC No. 011982

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hamburg Sudamerikanische Dampfschifffahrtsgesellschaft KG

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hyundai Merchant Marine Co. Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

American President Lines, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Hanjin Shipping Co., Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Compania Sud Americana de Vapores, S.A.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Companhia Libra de Navegacao

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-fact

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Ocean Carrier Equipment
Management Association
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SIGNATURE PAGE (Continued)

Compania Libra de Navegacion Uruguay S.A.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Norasia Container Lines Limited

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-fact

Yang Ming Marine Transport Corp.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

CMA CGM S.A.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Kawasaki Kisen Kaisha, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Zim Integrated Shipping Services, Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

China Shipping Container Lines Co. Ltd./China Shipping Container Lines (Hong Kong) Co. Ltd.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Mediterranean Shipping Company, S.A.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

Aliança Navegação e Logística Ltda.

By: _____
Name: Donald J. Kassilke
Title: Attorney-in-Fact

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b. Companhia Libra de Navegacao
Plaza Sotomayor 50
P.O. Box 49-V
Valparaiso, Chile

c. Compania Libra de Navegacion Uruguay S.A.
Plaza Sotomayor 50
P.O. Box 49-V
Valparaiso, Chile

d. Norasia Container Lines Limited
Plaza Sotomayor 50
P.O. Box 49-V
Valparaiso, Chile

6. Cosco Container Lines Company Limited
1551-1555, Chang Yang Road
Shanghai, 200090
People's Republic of China

7. Evergreen Line Joint Service Agreement FMC No. 011982
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

*8.a. Hamburg-Sudamerikanische
Dampfschifffahrtsgesellschaft KG
Willy Brandt-Strasse 59
20457 Hamburg, Germany

b. Aliança Navegação e Logística Ltda.
Rua Verbo Divino 1547 Chácara Santo Antônio - 04719-002
São Paulo - SP - Brasil

9. Hanjin Shipping Co., Ltd.
25-11, Yoido-dong, Youngdeungpo-Ku
Seoul, Korea

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*10.a. Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany

b. Hapag-Lloyd USA LLC
401 East Jackson Street, Suite 3300
Tampa, FL 33602

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11. Hyundai Merchant Marine Co., Ltd.
1-7 Yeonji-Dong, Jongno-Gu
Seoul, Korea

12. Mitsui O.S.K. Lines, Ltd.
Minato-ku
Tokyo 105-91, Japan

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

14. Orient Overseas Container Line Limited
31/F, Harbour Centre
Wanchai, Hong Kong

15. [Intentionally left blank]

16. Yang Ming Marine Transport Corp.
271 Ming De 1st road, Chidu,
Keelung, Taiwan 206, R.O.C.

17. Kawasaki Kisen Kaisha, Ltd.
Hibiya Central Building
2-9, Nishi-Shinbashi 1-Chome
Minato-ku, Tokyo 105-91
Japan

18. Atlantic Container Line
194 Wood Avenue South, Suite 500
Iselin, New Jersey 08830-4120

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19. Zim Integrated Shipping Services
9 Andrei Sakharov St. "Matam"
Scientific Industries Center
P.O.B. 1723
Haifa 31016 Israel

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