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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PARTIES TO AGREEMENT

1. ~~A.P. Moller Maersk A/S trading under the name of~~ Maersk Line A/S
50, Esplanaden
DK-1098 Copenhagen, Denmark

*2.a. APL Co. Pte Ltd.
~~456 Alexandra Road~~ 9 North Buona Vista Drive
~~#06-00 NOL Building~~ #14-01
~~Singapore 119962~~ The Metropolis Tower 1
Singapore 138588

b. American President Lines, Ltd.
16220 N. Scottsdale Road
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Scottsdale, AZ 85254-1781

*3.a. China Shipping Container Lines Co., Ltd.
27/F, Suntime International Mansion
450 Fushan Road, Pu Dong New Area
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People's Republic of China

b. China Shipping Container Lines (Hong Kong) Co., Ltd.
69/F, The Center
99 Queen's Road Central
Central, Hong Kong

4. CMA CGM S.A. ("CMA CGM")
4, Quai D'Arenc
P.O. Box 2409
13215 Marseiles Cedex 02
France

*5.a. Compania Sud Americana de Vapores, S.A.
Plaza Sotomayor 50
2360171 Valparaiso, Chile

* Parties shall be treated as one party for all purposes under this Agreement.

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