217-011324-004

TRANSPACIFIC SPACE UTILIZATION AGREEMENT **APPENDIX A**
FMC Agreement No. _____

TRANSPACIFIC WESTBOUND RATE AGREEMENT PARTIES

American President Lines, Ltd.
1111 Broadway, 9th Floor
Oakland, California 94607

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

A.P. Moller - Maersk Line
50, Esplanaden
DK-1098 Copenhagen K

Mitsui O.S.K. Lines, Ltd.
1-1, Toranomon, 2-Chome,
Minato-Ku
Tokyo 105-91 Japan

Neptune Orient Lines, Ltd.
NOL Building, 456 Alexandra Rd.
Singapore 0511

Nippon Liner System, Ltd.[1/]
Palaceside Building
1-1 Hitotubashi 1-Chome,
Chiyoda-Ku, Tokyo 100 Japan

Nippon Yusen Kaisha, Ltd.
Yusen Building
3-2, Marunouchi 2-Chome
Chiyoda-Ku, Tokyo 100 Japan

Sea-Land Service, Inc.
379 Thornall Street Centre
Edison, New Jersey 08837

EFFECTIVE
OCT 01 1991
Federal Maritime Commission

1/ Effective 10/01/91, Nippon Liner System, Ltd. ("NLS") will cease to be a party to this Agreement. In order to implement the decision of Nippon Yusen Kaisha ("NYK") and NLS to consolidate their services and operate as a single entity under the name of Nippon Yusen Kaisha, the memberships of NYK and NLS (including any service contract rights to the payment of liquidated damages by shippers pursuant to the terms of service contracts is the Agreement) shall be consolidated in and transferred to NYK, effective 10/01/91. As of such date, NLS shall no longer be a party hereto, provided that NLS shall continue to be bound by, and a party to, applicable Conference tariffs and service contracts until completion of all voyages and delivery of shipments is accomplished in the trades conducted under its individual name, and NYK, on such date and thereafter, shall continue to be a party hereto with all of the rights and obligations of an individual party hereto (including those rights obtained from NLS as a result of the said merger), provided, however, that the foregoing transfer or membership shall not be a withdrawal from membership for purposes of Article 7 (B) or (C) hereto. This amendment shall not eliminate any obligations or liabilities of NLS incurred or contracted in accordance with the provisions of Article 17 prior to 10/01/91 or during the term for completion of the above-indicated voyages.

FMC Agreement No.: 011324-004 Effective Date: Tuesday, October 1, 1991
Downloaded from WWW.FMC.GOV on Monday, April 26, 2021

I hereby certify that the Amendment to Appendix A (Transpacific Westbound Rate Agreement Parties) of the Transpacific Space Utilization Agreement has been adopted by the Parties to the Agreement. Pursuant to the delegation of authority contained in Article 6, I hereby execute this amendment on behalf of the Parties.

Dated: Sep 25, 1991

RONALD B. GOTTSHALL
MANAGING DIRECTOR

FMC Agreement No.: 011324-004 Effective Date: Tuesday, October 1, 1991
Downloaded from WWW.FMC.GOV on Monday, April 26, 2021