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FEDERAL MARITIME COMM

THE GRAND ALLIANCE AGREEMENT II

FMC AGREEMENT NO. 203-011602-012
(3rd Edition)

(A Cooperative Working Arrangement)

Expiration Date: March 31, 2018

Original Effective Date: January 31, 1998

EFFECTIVE
APR 30 2010
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

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WITNESSETH

WHEREAS, Hapag-Lloyd AG, Hapag-Lloyd USA LLC[1], Nippon Yusen Kaisha, and Orient Overseas Container Line Inc., Orient Overseas Container Line Limited and Orient Overseas Container Line (Europe) Limited[2], the parties hereto, are each vessel operating common carriers which operate or intend to operate in various U.S. foreign trades, and

WHEREAS, the parties desire to rationalize their services in such trades,

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties, it is hereby agreed as follows:

ARTICLE 1: NAME OF THE AGREEMENT

This AGREEMENT shall be named the "The Grand Alliance Agreement II," and shall be referred to herein as "AGREEMENT."

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of this AGREEMENT is to provide legal authority for the parties to operate as a consortium under the name Grand Alliance (or such other name(s) as they may decide from time to time) and for the chartering and exchange of space on the parties' vessels and for related rationalization, coordination and cooperative activities with respect to the parties' ocean and intermodal services and operations in the Trade.

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[1] Hapag-Lloyd AG and Hapag-Lloyd USA LLC shall be treated as a single party for all purposes under this AGREEMENT, except Article 5.K.

[2] Orient Overseas Container Line Inc., Orient Overseas Container Line Limited and Orient Overseas Container Line (Europe) Limited shall be treated as a single party for all purposes under this AGREEMENT.

ARTICLE 3. PARTIES TO THE AGREEMENT

The parties to the AGREEMENT are:

HAPAG-LLOYD AG and HAPAG-LLOYD USA LLC (which shall be treated as a single party for all purposes under this AGREEMENT, except Article 5.K, and be referred to as "HL")

Addresses: Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany

Hapag-Lloyd USA LLC ("HLUSA")
401 E. Jackson Street, Suite 3300
Tampa, FL 33602

NIPPON YUSEN KAISHA ("NYK")

Address: 3-2, Marunouchi 2-chome
Chiyoda-ku, Tokyo 100-0005, Japan

ORIENT OVERSEAS CONTAINER LINE INC., ORIENT OVERSEAS CONTAINER LINE LIMITED and ORIENT OVERSEAS CONTAINER LINE (EUROPE) LIMITED (all of the foregoing shall be treated as a single party for all purposes under this AGREEMENT and be referred to as "OOCL")

Address: 31st Floor, Harbour Centre
25 Harbour Road
Wanchai, Hong Kong

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

A. The Trade. The geographic scope of this AGREEMENT shall include all ports in the countries listed in Appendix A hereto and all inland and coastal points via such ports, on the one hand, and all ports on the U.S. Atlantic and Gulf Coasts (Portland, Maine to and including Brownsville, Texas range and Puerto Rico) and U.S. Pacific Coast (also including Alaska), and inland and coastal points via such ports, on the other hand (collectively referred to in this AGREEMENT as "the Trade").

ARTICLE 5. AGREEMENT AUTHORITY

A. General Authority. Two or more of the parties are authorized to meet together, discuss, reach agreement and take all actions deemed necessary or appropriate by the parties to implement or effectuate any agreement regarding chartering or exchange of space, rationalization and related coordination and cooperative activities pertaining to their carrier operations and services, and related equipment, vessels and facilities in the Trade. In furtherance of the foregoing, the parties are authorized to engage in the following activities:

1. Vessels.

(a) Agree upon the type, capacity, speed, and total number of vessels to be used hereunder, the type, capacity, speed, and number of vessels to be contributed by each party, and the terms, conditions and operational details pertaining thereto; provided that the maximum number of linehaul vessels to be contributed for operations hereunder shall be one hundred sixty (160), such vessels to have standard operating capacities not to exceed 15,000 TEU's.

(b) Agree upon the sailing patterns, ports to be called, vessel itineraries, the number, frequency, and character of sailings at ports, transit times, and all other matters related to the scheduling and coordination of vessels;

(c) Agree upon the chartering, hiring, establishment, use, scheduling and coordination of transshipment, barge and feeder services, in conjunction with linehaul vessel operations hereunder;

(d) Agree upon the chartering of vessels by one or more parties for use in operations hereunder, or the chartering of vessels among the parties;

(e) Coordinate and agree to provide advance notice and agree upon other terms and conditions with respect to a party's withdrawal of a vessel(s) or its introduction of substitute or replacement vessels or newbuildings in the Trade;

(f) Consult and agree upon the building of new vessels and/or the acquisition of existing vessels by a party or parties and the characteristics (e.g., size, space/revenue capacity, speed, configuration, delivery date) of vessel newbuildings or vessels acquired from third parties; and

(g) Agree to provide or charter vessel(s) jointly and to nominate one of the parties to charter and/or operate each such vessel.

2. Cross Chartering. Agree to ship loaded or empty containers (including containers which they own, lease, control or receive from third parties) and noncontainerized cargo, on their own vessels and on each other's vessels, or on the vessels of third parties from which one or more of the parties charter space. In furtherance of this, the parties are authorized to exchange or allocate space, expressed in numbers of container equivalents, or as a percentage of vessel or vessel string capacity, or to otherwise charter and subcharter space to and/or from each other, on terms as they may agree from time to time. Under this paragraph, the parties are authorized to charter up to the maximum available space (as may be agreed by the parties) on their vessels operated hereunder, including space beyond standard operating capacities, when operating conditions permit.

3. Excess Space. (a) If on any given sailing a party has unused space in any trade lane, such space shall be made available to other parties needing more space for cross-chartering, subject to the prior consent of the party with such excess space, which consent shall not be unreasonably withheld. If the other parties choose not to utilize a party's excess space, after consulting with the other parties, the party having such excess space may subcharter space

on an ad hoc basis to non-party vessel operating common carriers (VOCC's), subject to any requirements or prohibitions mandatorily applicable to such subchartering arrangement under the U.S. Shipping Act of 1984, as amended, or under any other multi-carrier agreement applicable to any of the parties hereto. Subchartering arrangements of a more permanent and significant nature to non-party VOCC's shall be subject to the unanimous consent of the other parties (which shall not be unreasonably withheld).

(b) If a party needs additional space but excess space is not available from the other parties, the party needing additional space may charter space, on an ad hoc basis, on a non-party VOCC's sailing in the Trade, provided that arrangements of a more permanent and significant nature to charter space from non-parties shall be subject to the unanimous consent of the other parties (which shall not be unreasonably withheld).

4. Accounting. Except as otherwise agreed, each party shall bear all expenses for the vessels it operates in the Trade. The parties may periodically render accounts to each other on terms and with such adjustments as they may agree for services, space, equipment, and facilities provided or exchanged hereunder.

5. Expenses. The parties may share, on such terms as they may from time to time agree, taking into account the amount of vessel space provided and/or utilized by each of them, expenses related to the following:

(a) Administration, personnel, legal, advertising, insurance, accounting, and overhead expenses;

(b) Operational expenses not borne by the party operating the vessel; and

(c) Other matters for which joint charter, lease, or purchase is authorized hereunder.

6. Advertisements. Place joint advertisements and notices pertaining to facilities and services provided or coordinated hereunder. The parties may utilize a common trade name to refer to their cooperative and rationalization activities hereunder, but the parties' operations shall not be held out to the public as a joint service.

7. Transshipment and Feeder Arrangements. Load or discharge cargo on or from vessels employed in the Trade irrespective of the cargoes' origin or destination outside the Trade. The parties are authorized to cooperate in the selection and operation of feeder vessels to and from the Trade when used in conjunction with the carriage of cargo in the Trade, including the scheduling and coordinating of sailings of feeder vessels, chartering and subchartering of space on such feeder vessels and accounting therefor, the sharing of related operational expenses, and the joint chartering of feeder vessels, on such terms as they may agree from time to time, taking into account the amount of vessel space provided and/or utilized by each of them.

8. Inland Matters and Equipment Interchange. Establish and operate pools of empty containers, chassis and/or related equipment, and interchange such equipment under such terms (e.g., per diem, insurance, maintenance and repair) and such volumes and types as the circumstances and conditions of the Trade may warrant. Subject to any restrictions in the Shipping Act of 1984, as amended, the parties may also discuss and agree upon joint purchase or lease or operation of equipment, facilities or inland transportation services (land, water, or rail).

9. Terminal Arrangements. Jointly contract for port terminal facilities, terminal services, and stevedoring services in the Trade with marine terminals, port authorities, and stevedores (also including arrangements for terminal facilities, terminal services, and stevedoring services at terminals leased, owned or operated by any party or affiliate thereof), and may agree to use common terminal(s) or stevedore(s) in given ports; provided that nothing herein, shall authorize the parties to jointly operate a marine terminal in the U.S. The parties are also authorized to jointly contract for, lease, establish, operate or purchase inland terminals, equipment depots, warehouses, container yards, and container freight stations.

10. Intentionally Left Blank.

11. Contracts. To the extent not prohibited by any conference agreement of which they are parties and subject to the provisions of this Article 5.A.11, two or more of the parties are also authorized to discuss, solicit, negotiate, agree upon and enter into service or other contracts for the movement of cargo in the Trade or any portion thereof with any shipper, consignee or shipper group. The parties may agree upon rates, charges, routings, duration, cargo volumes, service offerings, liability terms, and all other terms for such contracts. Service contracts entered into pursuant to this Article 5.A.11 shall be published in the individual essential terms publications of the parties, and the parties are authorized to aggregate the volume of cargo

shipped with each of them for purposes of such service contracts. The authority contained in this Article 5.A.11 shall not apply in those Trades referred to in Article 4(a) of this AGREEMENT covering routes to or from countries belonging to the European Union.

12. Liability and Indemnity. Agree on their respective rights, liabilities, damages, insurances, and indemnities for activities under this AGREEMENT, including, without limitation, matters pertaining to cargo damage, accidents, hazardous cargoes, damage to persons or property, failure to perform, and force majeure.

13. Equipment Standards. Agree on common standards for containers, chassis, and other intermodal equipment used in the Trade.

14. Rates. Discuss and agree on a voluntary adherence basis as to common positions with respect to ocean, inland and intermodal rates, charges, classifications, rules and related terms for the movement of cargo in the Trade, the terms and conditions of brokerage and forwarder compensation, and the terms under which credit will be made available to shippers or consignees. On a voluntary adherence basis and subject to the terms and conditions of any conference, rate, discussion or other agreement to which any party may subscribe from time to time, discuss and agree upon any rates, terms and conditions of service contracts or tariffs maintained or contemplated by any party or by a conference on their behalf in any portion of the Trade. The authority contained in this Article 5.A.14 shall not apply in those trades referred to in Article 4.A of the AGREEMENT covering routes to and from countries belonging to the European Union. The parties may jointly exercise any voting rights held by the AGREEMENT

in any conference within which the parties operate, in so far as the vote being jointly exercised concerns the AGREEMENT's activities as such.

15. Subchartering. Any space chartering arrangement with a non-party VOCC provided for herein, other than an ad hoc or emergency subcharter, shall not be implemented until it has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, if such filing is legally required.

16. Market Growth. Aspiration of the parties to pursue individual growth in excess of the natural market growth must not be irresponsible and should be discussed frankly. The parties are authorized to discuss their respective growth aspirations.

17. Suspension of Rate/Contract Authority. The authority contained in Articles 5.A.11 and 5.A.14 above is suspended as of the effective date of the amendment adding this Article 5.A.17 and such authority shall not be exercised again hereunder until such time as this Article 5.A.17 is deleted by an amendment which has been filed with the Federal Maritime Commission and become effective pursuant to the Shipping Act of 1984, as amended.

B. Cargoes. Without limitation, the cargoes subject to this AGREEMENT include containerized cargo (whether moving in dry, reefer, open top or other containers) and noncontainerized cargo for shipment on the parties' vessels, whether such cargoes are moving in all-water or intermodal service, whether moving by direct, feeder, relay or transshipment service, and whether moving under a through bill of lading or otherwise, and without restriction regarding the origin and/or destination of the cargo (subject to such operational restrictions and efficiency targets as the parties may adopt from time to time).

C. Force Majeure. The parties are authorized to agree upon force majeure terms which will excuse performance hereunder.

D. Bills of Lading and Tariffs. Each party shall issue its own bills of lading, handle its own shippers' claims, and issue and maintain its own tariffs when it is not a participant in a conference tariff.

E. No Joint Service or Agency Arrangement. The parties shall not be deemed to be a joint service and shall maintain separate sales organizations. In addition, the parties shall be independent contractors in relation to one another and, except as any two or more parties may agree, no party shall be deemed to be the agent of another.

F. Implementation and Interstitial Agreements. 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; provided, however, that pursuant to 46 C.F.R. §572.408(b), any further specific agreements that do not provide operational or administrative implementation of such authorities shall be filed with the FMC to the extent legally required under the Shipping Act of 1984.

G. Information Exchange. In furtherance of the authority contained in this AGREEMENT, the parties are authorized to obtain, compile, maintain and exchange among themselves, information related to any aspect of operations in the Trade, including the parties' joint or individual operations therein, whether past, current or anticipated. Such information may

include records, statistics, studies, compilations, projections, costs, cargo carryings, marketing and market share information, statistical data, and documents of any kind or nature, whether prepared by a party or parties, or obtained from outside sources relating to matters authorized by this Article 5. The parties are also authorized to agree upon confidentiality requirements.

H. Administration. The parties are authorized to establish such committees, as they deem necessary, to consider, review, make, and implement administrative, operational and policy decisions relating to matters within the scope of this AGREEMENT, or to establish and maintain one or more joint coordination centers to perform such functions, including, but not limited to, scheduling, allocating space, forecasting, terminal operations, equipment and intermodal activities, cargo acceptance policy, hazardous cargo procedures, and stowage planning.

I. Intentionally Left Blank.

J. Exclusivity. Except as otherwise provided herein or as the parties may otherwise agree, no party shall engage in space chartering or other rationalization of vessels or ocean terminals with any non-party VOCC in the Trade; provided, however, that if a party desires to develop further services in the Trade it may do so on the condition that it offers all the other parties the right of first refusal and an opportunity of participation on terms as set out herein. In the event the other parties do not exercise their right of first refusal, the party wishing to introduce a new service may do so, seeking possible third party cooperation to operate the new service. Except as otherwise agreed, any party that operates an existing service that covers all or part of the Trade at the time this AGREEMENT becomes effective may continue to do so

and may modify said service from time to time.

K. Employment of U.S. Flag Ships.

1. Notwithstanding any other provision of this AGREEMENT, HLUSA shall retain authority to determine the routes, schedules and space availability of its U.S.-flag vessels covered under this AGREEMENT as may be required to fulfil its obligations under its contracts with the United States government; provided, however, that HLUSA shall to the extent practicable provide the other parties with prompt notice of any change in U.S.-flag vessel routes, schedules or space availability and advise and consult with the other parties regarding such routes, schedules and space availability. Furthermore, in the event that any U.S.-flag vessel(s) covered by this AGREEMENT and employed by HLUSA or space on such vessel(s) is activated under any stage of the Voluntary Intermodal Sealift Agreement ("VISA") and contracts implementing VISA, HLUSA may make such vessel(s) or space thereon available to the U.S. government without liability to any party hereunder, notwithstanding any other provision of this AGREEMENT.

2. In the event HLUSA effectively withdraws capacity utilised under this AGREEMENT as a result of the exercise of the provisions in the previous paragraph concerning its U.S.-flag vessels, the normal non-performance rules will apply. The parties shall promptly agree on revised allocations, Loops, vessel provision and similar terms, taking into consideration HLUSA's reduced vessel provision, as well as the overall over/under provision position of the individual parties hereunder.

3. No U.S.-flag vessel employed by HLUSA and covered by this AGREEMENT, or space on such vessel, shall be used, other than by HLUSA, for the carriage of cargoes reserved to U.S.-flag vessels pursuant to the cargo preference laws of the United States (including, but not limited to, Public Resolution Number 17, sections 901(b) and 901b of the Merchant Marine Act, 1936, as amended, and the Military Cargo Preference Act of 1904); provided, however, that nothing herein shall prevent the parties from using HLUSA U.S.-flag vessels or space thereon for the carriage of that portion of preference cargoes that is not reserved to U.S.-flag vessels.

ARTICLE 6: DELEGATION OF AUTHORITY

The following persons shall have authority to sign and file this AGREEMENT, any subsequent modifications thereto, and any supporting information with the Federal Maritime Commission or any other governmental entities with mandatory jurisdiction over this AGREEMENT and to respond to any requests for information from the FMC, and such persons are also authorized to delegate such authority:

1. A designated senior executive of each Party; or
2. Legal counsel for each Party.

This AGREEMENT and any subsequent modification hereto may be executed in writing by separate counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

A. Any party may withdraw from this AGREEMENT without cause by giving one (1) year's prior written notice to the other parties; provided that such notice shall not be given prior to March 31, 2017. The Federal Maritime Commission shall be notified promptly of any such withdrawal.

B. Notwithstanding Article 7.A hereof, a party may withdraw from those services to or from Europe upon not less than six months notice. Any party giving notice of withdrawal from any trade lane within the scope of this AGREEMENT (including without limitation under the foregoing sentence) must give the same notice with respect to all other trade lanes.

C. Notwithstanding any other provision of this Article 7, if at any time during the term of this AGREEMENT there shall be a change in the control or a material change in the ownership of any one party (the party so affected being referred to in this Article 7.C only as the Affected Party) and the other parties are unanimously of the opinion arrived at in good faith that such change is likely to materially prejudice the cohesion or viability of the services, then the other parties may unanimously within six months of the coming into effect of such change give not less than six month's notice in writing to the Affected Party terminating the period of the AGREEMENT in relation to the Affected Party.

D. Notwithstanding any other provision of this Article 7, if at any time during the term of this AGREEMENT any party should become bankrupt or declare insolvency or have a receiving order made against it, suspend payments, or continue its business under a receiver for the benefit of any of its creditors, or if a petition is presented or a meeting convened for the purpose of considering a resolution, or other steps are taken, for the winding-up of the party (otherwise than for the purposes of and followed by a resolution previously approved in writing by the other parties), or any event similar to any of the above shall occur under the laws of the party's country of incorporation (the party so affected being referred to in this Article 7.D only as the Affected Party) and the other parties are unanimously of the opinion that the result may be materially detrimental to the services, or that sums may be owed by the Affected Party to any other party or parties may not be paid in full or their payment may be delayed, then, by unanimous decision of the other parties, any further participation of the Affected Party in the AGREEMENT or any part thereof may, with immediate effect, either be terminated or suspended for such period as the other parties, in their sole discretion, deem appropriate.

E. In the event of termination of this AGREEMENT or withdrawal herefrom or termination of participation herein for whatever cause in relation to one or more parties, the parties shall continue to be liable to one another in respect to all liabilities and obligations accrued or due prior to termination or withdrawal, and in such other respects as the parties may determine to be fair as between the parties in relation to the completion of all contracts of carriage outstanding at the date of termination or withdrawal. In the event of any party withdrawing or being suspended or excluded from the AGREEMENT, the AGREEMENT shall

remain in force in relation to the other parties, who shall consult to amend any aspects of the AGREEMENT necessitated thereby.

F. New parties may be added only by unanimous agreement of the parties.

ARTICLE 8. VOTING

A. Decisions on major issues concerning the membership of the AGREEMENT, the scope of service provided hereunder, the employment of ships, pro-forma schedule patterns, allocation shares in a trade lane or financial settlement shall be reached by unanimous agreement of the parties; provided that a party's voting rights shall be limited to matters in those portions of the Trade in which it participates and that agreement on strategic membership decisions should not be unreasonably withheld. On routine operational matters other than berth clashes, the party operating the vessel shall decide the course of action.

B. Notwithstanding anything to the contrary in Articles 5.A.1(a), 5.A.1(b) and 8.A hereof, when all vessels within a loop are provided by a single party hereto, that party shall have the right to decide on the vessels to be deployed, port rotation, and berth windows. Structural changes can be implemented with six (6) months advance notice to other parties using space on that loop and minor changes in the schedule can be implemented with three (3) months advance notice to other parties using space on that loop. Parties affected by structural changes are entitled to modify their space allocations on the relevant loop to reflect such changes.

C. The parties may meet, from time-to-time and at such places as they may decide, for the purpose of implementing this AGREEMENT. Actions under this AGREEMENT may also be taken pursuant to telephone, facsimile or other electronic or written polls of the parties.

ARTICLE 9: DURATION AND TERMINATION

This AGREEMENT shall continue in effect until March 31, 2018 unless the parties agree by unanimous vote to extend or terminate the AGREEMENT. In the event of termination, the conditions of Article 7.E of the AGREEMENT shall apply.

ARTICLE 10: MODIFICATIONS

The terms of this AGREEMENT may be modified upon the unanimous agreement in writing of the parties. Copies of such modifications shall be promptly filed with the appropriate governmental authorities prior to implementation thereof.

ARTICLE 11: NOTICE

Each notice required to be given to a party hereunder shall be in writing.

ARTICLE 12: NON-ASSIGNMENT

No party hereto shall assign or transfer this AGREEMENT or all, or any part of, its rights or liabilities hereunder to any person, entity or corporation (except subsidiaries, parent companies

or fellow subsidiaries) without the prior unanimous written consent of the other parties. Each party shall warrant that any subsidiary or fellow subsidiary to which any assignment is made shall not be sold to another party without the unanimous written consent of the other parties.

ARTICLE 13: GOVERNING LAW AND ARBITRATION

This AGREEMENT shall be subject to the U.S. Shipping Act of 1984, as amended, but shall otherwise be governed by and interpreted under English law. Any dispute between the parties arising out of, or in connection with, this AGREEMENT shall, if amicable settlement is not possible, be referred to arbitration in London, England in accordance with the Arbitration Act 1996 or any statutory modification or reenactment thereof, save to the extent necessary to give effect to the provisions of this Article 13. The arbitration shall be conducted in accordance with LMAA (London Maritime Arbitration Association) terms current at the time when arbitration proceedings are commenced. The reference shall be to three (3) arbitrators. A party or parties wishing to refer a dispute to arbitration shall appoint its/their arbitrator and send notice of such appointment in writing to the other party(ies), requiring the other party(ies) to appoint its/their own arbitrator within 14 calendar days of that notice, and stating that it/they will appoint its/their arbitrator as sole arbitrator unless the other party(ies) appoints its/their own arbitrator and give notice that it/they have done so within the 14 days specified. If the other party(ies) do not appoint its/their own arbitrator and give notice that it/they have done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further

prior notice to the other party(ies), appoint its arbitrator as sole arbitrator and shall advise the other party(ies) accordingly. The award of a sole arbitrator shall be binding on the parties as if he had been appointed by agreement. Nothing herein shall prevent the Lines agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of US$100,000, the arbitration shall be conducted in accordance with the LMAA Small Claims procedure current at the time when arbitration proceedings are commenced. The parties agree that any awards made pursuant to this provision in respect of any dispute or difference relating to a portion of the Trade to or from a country belonging to the European Union shall be notified to the European Commission.

ARTICLE 14: LANGUAGE

This AGREEMENT and any and all notices made pursuant to this AGREEMENT shall be written in the English language. None of the parties shall be obligated to translate such matter into any other language, and the wording and the meaning of any such matters in the English language shall prevail.

ARTICLE 15: SEVERABILITY

Should any term or provision in this AGREEMENT be held invalid, illegal or unenforceable, the remainder of this AGREEMENT, and the application of such term or provision to persons or circumstances other than those as to which it is invalid, illegal or

unenforceable, shall not be affected thereby; and each term or provision of this AGREEMENT shall be valid and enforceable to the full extent permitted by law.

APPENDIX A

The following countries are within the geographic scope of the AGREEMENT:

Albania
Algeria
Bahrain
Bangladesh
Belgium
Brunei
Bulgaria
Canada
Cyprus
Denmark
Djibouti
Egypt
Eritrea
Estonia
Finland
Former Yugoslavia
France
Georgia
Germany
Greece
Hong Kong
Iceland
India
Indonesia
Iran
Iraq
Ireland
Israel
Italy
Japan
Jordania
Kuwait
Latvia
Lebanon
Libya
Lithuania
Macao
Malaysia
Malta
Mexico
Moldova
Morocco
Myanmar
Netherlands
North Korea
Norway
Oman
Pakistan
Panama
People's Republic of China
Philippines
Poland
Portugal
Qatar
Romania
Russia
Saudi Arabia
Singapore
South Korea
Spain
Sri Lanka
Sweden
Syria
Taiwan
Thailand
Tunisia
Turkey
Ukraine
United Arab Emirates
United Kingdom
Vietnam
Yemen

The Grand Alliance Agreement II
FMC Agreement No. 011602-012
(3rd Edition)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereby agree this 12th day of March, 2010, to amend this Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

HAPAG-LLOYD AG and
HAPAG-LLOYD USA LLC

BY _____

Name: ULF SCHAHOHL DIRECTOR Claus C. Mohrmann Senior Director

Title:

NIPPON YUSEN KAISHA

BY _____

Name:

Title:

ORIENT OVERSEAS CONTAINER LINE INC.,
ORIENT OVERSEAS CONTAINER LINE LIMITED
and ORIENT OVERSEAS CONTAINER LINE (EUROPE) LIMITED

BY _____

Name:

Title: Attorney-in-fact

The Grand Alliance Agreement II
FMC Agreement No. 011602-012
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereby agree this 12TH day of March, 2010, to amend this Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

HAPAG-LLOYD AG and
HAPAG-LLOYD USA LLC

BY _____

Name:

Title:

NIPPON YUSEN KAISHA

BY _____

Name:

Title:

ORIENT OVERSEAS CONTAINER LINE INC.,
ORIENT OVERSEAS CONTAINER LINE LIMITED
and ORIENT OVERSEAS CONTAINER LINE (EUROPE) LIMITED

BY _____

Name:

Title: Attorney-in-fact

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IN WITNESS WHEREOF, the parties hereby agree this 12TH day of March, 2010, to amend this Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

HAPAG-LLOYD AG and
HAPAG-LLOYD USA LLC

BY _____

Name:

Title:

NIPPON YUSEN KAISHA

BY _____

Name:

Title:

ORIENT OVERSEAS CONTAINER LINE INC.,
ORIENT OVERSEAS CONTAINER LINE LIMITED
and ORIENT OVERSEAS CONTAINER LINE (EUROPE) LIMITED

BY _____

Name: Andy Tung

Title: Attorney-in-fact