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TITLE PAGE

AGREEMENT NAME: MOL/APL SLOT TRANSFER AGREEMENT

FMC NUMBER: _____

CLASSIFICATION: The generic classifications of this Agreement in conformity with 46 C.F.R. §572.104 are Space Charter and Sailing Agreement.

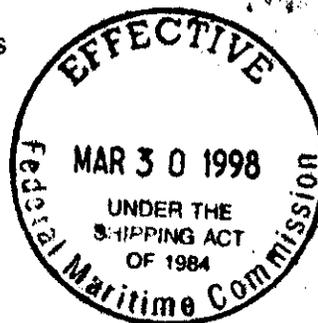
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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1:	FULL NAME OF THE AGREEMENT	4
ARTICLE 2	PURPOSE OF THE AGREEMENT	4
ARTICLE 3	PARTIES TO THE AGREEMENT	4
ARTICLE 4	GEOGRAPHIC SCOPE OF THE AGREEMENT	4
ARTICLE 5	AGREEMENT AUTHORITY	5
Section 5.1	Slot Sale	5
" 5.3	Reciprocal Space Chartering and Coordination of Sailings	5
" 5.5	Efficient Use of Equipment, Terminals Stevedores, Ports and Suppliers	7
" 5.5	Transshipment	7
" 5.6	Miscellaneous	7
" 5.7	Further Agreements	8
ARTICLE 6	OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY	8
ARTICLE 7	MEMBERSHIP AND WITHDRAWAL	9
Section 7.1	Membership	9
" 7.2	Withdrawal	9
" 7.3	Notice of Withdrawal	9
ARTICLE 8	VOTING	9
ARTICLE 9	DURATION AND TERMINATION OF AGREEMENT	10
Section 9.1	Term	10
" 9.2	Effective Date	10
" 9.3	Early Termination	10
" 9.4	Notice to Government Agencies	10



ARTICLE 10	NON-ASSIGNMENT	10
ARTICLE 11	NOTICES	11
ARTICLE 12	ARBITRATION	11
ARTICLE 13	COUNTERPARTS	13
APPENDIX A	PARTIES TO AGREEMENT	14



ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the MOL / APL Slot Transfer Agreement (the "MASTA" or "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit each of the Parties, through space chartering, to provide more frequent sailings and to achieve efficiencies and economies in their respective services offered in the Trade (as hereinafter defined) covered by the Agreement, all to the benefit of the parties and the shipping public.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "party" or "parties") are identified in Appendix A to the Agreement.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT4.1 Trans-Atlantic Subtrades

This Agreement applies to the subtrades, via direct service or transshipment, between (i) ports on the Atlantic and Gulf Coasts of the United States and U.S. points served via such ports, on the one hand, and (ii) on the other hand, ports in the United Kingdom, ports in Continental Europe in the range from Germany to Portugal, inclusive, and ports on the Mediterranean Sea, and points served via such ports.



4.2 Latin America Subtrades

This Agreement shall also apply to the subtrades, direct and by transshipment, between ports on the Gulf Coast of the United States and Puerto Rico, and U.S. points served via such ports, on the one hand, and ports on the Gulf of Mexico and Caribbean Sea coasts of Mexico and Central America and the Caribbean Sea and Atlantic coasts of South America, and points served via such ports, on the other hand.

4.3 Definition

All such subtrades are hereafter referred to in the aggregate as the "Trade".

ARTICLE 5: AGREEMENT AUTHORITY



5.1 Slot Sale

The parties may consult and agree upon the sale of space by American President Lines, Ltd. and/or APL Co. Pte Ltd (hereinafter jointly referred to as "APL") to Mitsui O.S.K. Lines, Ltd. ("MOL") aboard vessels operated by Lykes Lines Limited, LLC in the subtrades identified in Article 4.1, certain space aboard which has been chartered by American President Lines, Ltd., under the terms of the Lykes / APL Space Charter Agreement (FMC Agreement No. 232-011544). The parties may also consult and agree upon the sale of space by APL aboard vessels chartered or operated by APL or by Crowley American Transport, Inc. ("Crowley"), Lykes Lines Limited, LLC ("Lykes"), Mexican Lines Limited or Transportacion Maritima Grancolombiana, S.A. (jointly,

“MLL”) in the subtrades identified in Article 4.2, certain space aboard which Crowley, Lykes, or MLL vessels has been chartered by APL under the terms of the APL / Crowley / Lykes Space Charter & Sailing Agreement (FMC Agreement No. 203-011517, as amended), and the APL / Crowley / Lykes / MLL Space Charter and Sailing Agreement (FMC Agreement No. 232-011648). Notwithstanding the foregoing, this Agreement shall not be construed to grant MOL a right to carry, in space chartered under this Agreement, any goods required by the cargo preference laws of the United States to be transported aboard vessels documented under the laws of the United States. If the foregoing sentence of this Section 5.1 shall be determined to violate U.S. law by a court or administrative agency of competent jurisdiction, and any stay upon the order of such court or agency by reason of the appeal of such order shall have ceased to be effective, then the foregoing sentence shall be deemed severed and the remainder of this Agreement shall continue in full force and effect.

5.2 Reciprocal Space Chartering and Coordination of Sailings

In the subtrades identified in Article 4.1, the parties may consult and agree upon the sale or exchange or other terms and conditions of reciprocal use of (i) up to an annualized average of 800



TEUs per week by MOL of space chartered by APL on vessels chartered or operated by Lykes, and (ii) up to an annualized average of 1,600 TEUs per week by APL on vessels chartered or operated by MOL. In the subtrades identified in Article 4.2, the parties may consult and agree upon the terms and conditions of the sale of space by APL of up to an annualized average of 100 TEUs per week to MOL on vessels chartered or operated by APL, Lykes, Crowley and MLL under FMC Agreement Nos. 203-011517, as amended, and 232-011648. Such terms and conditions include, without limitation, terms and conditions in the Trade as defined in Article 4 relating to sailing schedules, service frequency, ports to be served, port rotations, number, type and size of vessels to be utilized, joint and separate feeder arrangements, including the sale or exchange of feeder slots between them, the addition or withdrawal of capacity from the Trade and the terms and conditions of any such addition or withdrawal. The parties may agree to provide sufficient capacity to meet the needs of their shipper in the Trade and may seek to add additional capacity to that capacity. Such additional capacity may include the implementation of new line haul services.

5.3 Reciprocal Space Chartering Terms

(a) Each party will, as to its owned or chartered vessels and at its own expense provide or arrange to provide the other party with satisfactory evidence of hull and machinery insurance, P&I



insurance and such other insurance as may be required by law or mutually required. Such evidence shall be provided within thirty (30) days of the signing of this Agreement.

(b) Each party chartering space may advertise sailings by vessels of the vessel operating party on which the space charterer is allocated space under this Agreement.

(c) No party may, after the effective date hereof, slot-charter or sub-charter to any other third party carrier or any vessel space, the use of which has been granted under this Agreement, without such other party's consent; provided, however, any party



may enter into bills of lading or service contracts for the transportation of shipments of non-vessel-operating common carriers under tariffs or service contracts duly filed with the Federal Maritime Commission and in effect.

5.4 Efficient Use of Equipment, Terminals, Stevedores, Ports and Suppliers

The parties may interchange empty containers, chassis and/or related equipment to provide for the efficient use of such equipment on such terms as they may agree. The parties may also jointly contract with or coordinate in contracting with stevedores, terminals, ports, and suppliers of equipment, land or services or may designate a party to provide such services on the designating party's behalf. This Agreement does not authorize joint operation of a marine terminal by the parties in the United States.

5.5 Transshipment

The parties may discuss and agree from time to time, among themselves and with other ocean common carriers' operating vessels which do not call at U.S. ports, on rates, volumes, space or slot guarantees, sailing schedules, service terms and frequency, location and terms of transshipment, equipment interchange, or lease storage, feeder vessel service, agreement services, and all other matters incidental to the transshipment of cargo moving in U.S. foreign commerce between ports or points of origin or destination within the Trade and between such ports and points and ports points via vessels engaged in trading between ports in foreign locations.



5.6 Miscellaneous

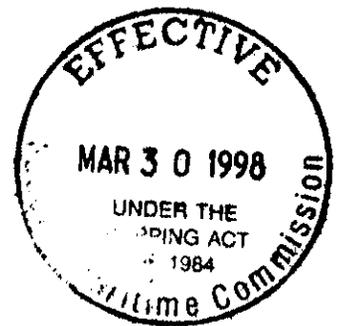
The parties may also discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, and treatment of hazardous and dangerous cargoes.

5.7 Further Agreements

Pursuant to 46 C.F.R. 572.407, any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, except to the extent that such agreement concerns routine operational and administrative matters.

**ARTICLE 6: OFFICIALS OF THE AGREEMENT AND
DELEGATIONS OF AUTHORITY**

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:



- (i) Any authorized officer of each of the parties; and
- (ii) Legal counsel for each of the parties.

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

7.1 Membership

Membership is limited to the parties hereto except that additional carriers offering regular service in the Trade may be admitted by unanimous agreement of the parties and by amendment of the Agreement pursuant to the Shipping Act of 1984 and subject to the approval of the Ministry of Transport of the Government of Japan, if required.

7.3 Withdrawal

Any party may withdraw from this Agreement for any reason upon six (6) months prior written notice to the other parties.

ARTICLE 8: VOTING

All actions taken pursuant to this Agreement shall require unanimous agreement of the Parties.



ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT9.1 Term

This Agreement shall take effect as of the effective date determined in accordance with section 9.2 below and shall remain in effect until terminated by mutual agreement or upon withdrawal of all parties less one under article 7.

9.2 Effective Date

The effective date shall be the date the Agreement may become effective pursuant to the Shipping Act of 1984.

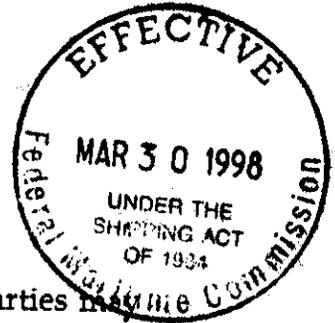
9.3 Notice to Government Agencies

The FMC and MOT shall be promptly notified in writing of each of the effective date and any termination date of this Agreement.

ARTICLE 10: NON-ASSIGNMENT

No party shall assign its rights or delegate its obligations under this Agreement to any other person or entity without the prior written consent of the other parties.



ARTICLE 11: NOTICES

All notices pertaining to the Agreement, except as the parties may otherwise provide, shall be sent by telex or facsimile transmission and confirmed by first class mail, postpaid. Mail shall be addressed as set forth in Appendix A.

ARTICLE 12: ARBITRATION

(a) Except as otherwise provided herein, any dispute or claim arising hereunder which is not amicably settled by the parties shall be settled by arbitration. Arbitration shall be held in New York, New York, by an arbitrator familiar with ocean container shipping who shall have no financial or personal interest whatsoever in or with any party and shall not have acquired a detailed prior knowledge of the matter in dispute. Upon unanimous agreement among the parties involved in the dispute, arbitration may be held in any other place.

(b) Any party hereto may call for such arbitration by service upon the others of a written notice specifying a brief description of the disputes, the monetary amount involved, if any, the differences which such party desires to put to arbitration and the remedy sought. Within fifteen (15) days after service of such notice, the parties in dispute shall jointly agree upon an arbitrator of the aforesaid qualifications, failing which within five days thereafter, they shall request the President of the Society of Maritime

Arbitrators, Inc. to appoint an arbitrator. As contemplated under Section 27 of the Society's Rules and in accordance with a schedule specified by the arbitrator in consultation with the parties, for disputes involving \$100,000 or less, the party or parties initiating the arbitration shall then present its (their) statement(s) and evidence first, the responding party or parties shall then present its (their) statement(s) and evidence followed by an opportunity for rebuttal by the initiating party or parties. The arbitrator shall render his decision on the basis of all the parties' submissions. For all other disputes, and except as otherwise set forth herein, arbitration shall be conducted in accordance with the Rules of the Society.

(c) The arbitrator's decision, including his written findings of fact and conclusions, shall be rendered within 90 days of the final submission of the parties and shall be final and conclusive. Judgment may be entered on an award of the arbitrator and shall be enforceable in a court of competent jurisdiction. The arbitrator may allocate the costs of arbitration to one or more participating parties in a manner consistent with the award or decision. The arbitrator may not award exemplary or punitive damages and may not order specific performance.

(d) A copy of the decision shall be served by the arbitrator on the said parties.

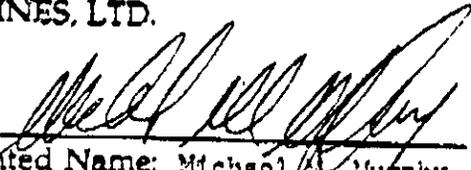


ARTICLE 13: COUNTERPARTS

This Agreement and any future amendment hereto may be executed in counterparts. Each such counterpart shall be deemed an original, and all together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of the 13th day of February, 1998.

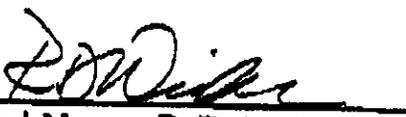
AMERICAN PRESIDENT
LINES, LTD.

By: 
Printed Name: Michael A. Murphy
Title: Vice President

MITSUI O.S.K LINES, LTD.

By: 
Printed Name: Charles F. Warren
Title: Attorney-In-Fact

APL CO. PTE LTD

By: 
Printed Name: R. D. Widdows
Title: Vice President - Business Planning



Appendix A

(Parties to Agreement)

1. AMERICAN PRESIDENT LINES, LTD.
1111 Broadway
Oakland, California 94607
Attn: President

2. APL CO. PTE., LTD.
456 ALEXANDRA ROAD, #06-00 NOL Building
Singapore 119962, Republic of Singapore
Attn: Vice President - Operations

3. MITSUI O.S.K. LINES, LTD.
1-1, Toranomom, 2-chome,
Minato-ku, Tokyo, Japan
Attn: Managing Director

