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TITLE PAGE

AGREEMENT NAME: MAERSK SEALAND/APL MEDITERRANEAN SLOT CHARTER AGREEMENT

FMC NUMBER: 011728

CLASSIFICATION: The generic classification of this Agreement in conformity with 46 C.F.R § 572.104 is a Space Charter Agreement.

DATE LAST REPUBLISHED: Not applicable.

CURRENT EXPIRATION DATE: *See* Article 9.

EFFECTIVE
NOV 13 2000
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

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ARTICLE 1. NAME OF AGREEMENT

This Agreement shall be known as the "Maersk Sealand / APL Mediterranean Slot Charter Agreement" (hereinafter the "Agreement").

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit the Parties hereto to obtain optimum efficiency of fleet operations and to maximize space utilization with regard to the trade covered herein so as to offer efficient, competitive services to the shipping public.

ARTICLE 3. PARTIES

The parties to this Agreement are:

(1) A.P. Møller-Maersk Sealand (hereinafter referred to as "Maersk Sealand", "MSL", a "Party" or a "Line")
50 Esplanaden
1098 Copenhagen K
Denmark

and

(2)(a) APL Co. Pte. Ltd.
456 Alexandra Road
#06-00 NOL Building
Singapore 119962

and

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(b) American President Lines, Ltd.
1111 Broadway
Oakland, California 94607

Hereinafter, 2(a) and 2(b) shall be collectively referred to as "APL" or a "Party" and individually referred to as a "Line".

ARTICLE 4. GEOGRAPHIC SCOPE

The geographic scope of this Agreement shall extend to and from ports on the East Coast and the Gulf Coast of the United States, and inland and coastal points in the United States served via such ports, on the one hand, and ports in the Mediterranean (including, without limitation, ports in Spain, Malta and Italy), and inland and coastal points in the Mediterranean served via such ports, on the other hand (hereinafter referred to as the "Trade").

ARTICLE 5. AGREEMENT AUTHORITY

A. The Parties may discuss and agree upon the terms and conditions of the Slot Charter by MSL to APL of slots on vessels operated in the Trade by MSL. Initially, such slot charters by MSL to APL will involve two MSL vessel strings: (i) the MedGulf String, operating between ports on the East Coast and Gulf Coast of the United States and ports in the Mediterranean, and (ii) the Suez-Express Service, operating between ports on the East Coast of the United States and ports in the Mediterranean. Initially, such slot charters to APL shall be approximately up to 100 TEUs per Round Voyage per week (in each direction), and shall increase by increments as agreed upon from time to time by the Parties up to a total of 300 TEUs per Round Voyage per week (in each direction) by

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February 2001. The Parties shall review space allocations at the end of the first quarter of 2001 and at such time, or thereafter, the Parties may discuss and agree upon whether to increase the number of slots chartered to APL up to a total of 500 TEUs per Round Voyage per week (in each direction). Initially, (i) all of the westbound slots chartered to APL will be on the MedGulf string, and (ii) the eastbound slots chartered to APL will be divided approximately equally between the MedGulf string and the Suez-Express Service. The Parties may also consult and agree on the charter by MSL to APL of additional slots on an ad hoc basis.

B. The Parties may consult and agree on the terms and conditions of and relating to the sale of Slots hereunder, including terms and conditions relating to the compensation to be paid for such slots. Additionally, the Parties may discuss and mutually agree upon other matters relating to the charter of slots authorized herein, including matters relating to the addition, withdrawal and substitution of vessels, sailing schedules, service frequency, ports to be served, port rotations, type and size of vessels to be utilized, 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.

C. The Parties may discuss and agree upon the use of terminal facilities, including with respect to whether to jointly or individually negotiate and enter into leases, subleases or assignments of such facilities, contracting for stevedoring services, terminal and other related ocean and shoreside services and supplies with each other or, as agreed, individually or jointly with third parties in the United States or the Mediterranean.

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Nothing contained herein, however, shall authorize the parties jointly to operate a marine terminal in the United States.

D. The Parties may discuss and agree upon documentation, data systems and computerization and joint communication including any joint negotiations, leasing or contracting related thereto.

E. The Parties may discuss and agree upon administrative matters and related issues, including, but not limited to, operation procedures, bills of lading, terminal operations, stowage planning, schedule adjustments, feeder arrangements, recordkeeping, responsibility of a Party for loss or damage, change in ownership or insolvency of a Party or Line, the interchange of information and data, and the respective rights, liabilities and indemnities of each Party arising under this Agreement, including matters such as failure to perform, insurance, indemnification, consequences for delays, port omission, port substitution, force majeure relief and treatment of hazardous and dangerous cargoes.

F. The Parties may discuss and agree upon the terms and conditions by which the Parties, directly or indirectly, interchange, lease, sublease, return, and may otherwise cooperate among or between themselves in connection with containers, chassis and other equipment used in the service.

G. The Parties may exercise the authority granted by this Article 5 to discuss and agree on changes to be made from time to time in any of the matters identified in this Agreement.

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H. Each Party shall retain its own separate identity and shall have separate sales, pricing and marketing functions. Each Party and/or Line will issue its own bills of lading and handle its own claims. Additionally, each Party and/or Line shall be fully responsible for any and all terminal costs attributable to cargo moved on its own bill of lading.

I. The Parties are authorized to make and enter into implementing and interstitial arrangements, writings, oral and written communications, understandings, procedures and documents within the scope of the authorities set forth in this Agreement in order to carry out the authorities and purpose hereof.

J. This Agreement shall not require a common position on conference membership. The Parties are free to operate inside or outside conferences in the Trade covered in Article 4.

K. Pursuant to 46 C.F.R. 535.407, any further non-exempt agreement between the Parties cannot take effect unless filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters.

L. APL shall not enter into any other regular and/or permanent space or slot charter agreement (whether purchasing or selling), rationalization, or other cooperative

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container shipping arrangement with any other vessel operator in the Trade without obtaining prior consent from MSL, which shall not be unreasonably withheld.

M. APL shall not assign, space charter, or sub-space charter any slots it has purchased from MSL under this Agreement to any third parties in the Trade who are not subject to this Agreement, without obtaining prior written consent from MSL, which shall not be unreasonably withheld.

N. Under this Agreement, APL shall not exploit or build up new services and/or strings in the Trade, which are alternative to/or in competition with the services described in Article 5.A above, without seeking prior approval from MSL, which shall not be unreasonably withheld.

ARTICLE 6. ADMINISTRATION AND DELEGATION OF AUTHORITY

A. This Agreement shall be administered and implemented by such meetings, decisions, memoranda, and communications between the Parties as are necessary to enable them to effectuate the purposes of this Agreement.

B. The following individuals shall have the authority to file this Agreement and any modification to this Agreement with the Federal Maritime Commission, as well as the authority to delegate the same:

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1. Any authorized officer of each of the Parties or Lines; and

2. Legal counsel for each of the Parties or Lines.

ARTICTLE 7. MEMBERSHIP

Membership in this Agreement is limited to the Parties hereto, except that additional parties may be admitted by unanimous consent of both Parties and by amendment of the Agreement pursuant to the Shipping Act of 1984, as amended.

ARTICLE 8. VOTING

Any decisions or amendment to this Agreement shall be by unanimous agreement of both Parties and shall, to the extent required, be subject to the filing procedures of the U.S. Shipping Act of 1984, as amended.

ARTICLE 9. DURATION AND TERMINATION

9.1. The effective date of this Agreement shall be the later of : (i) the date this Agreement becomes effective under the Shipping Act of 1984 and the date that any other governmental approvals as may be required have been obtained, or (ii) November 13, 2000. Under no circumstances shall the effective date of this Agreement be earlier than the effective date under the Shipping Act of 1984, as amended. Operations under this Agreement shall commence on a date on or subsequent to the effective date of the

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Agreement, as agreed by the Parties, and shall continue for a minimum period of twelve (12) months ("Initial Period") from the date it becomes effective with a minimum notice of termination from either Party of six (6) months. Such notice of termination shall not be given prior to six (6) months after the commencement of operations pursuant to this Article. Upon expiration of the Initial Period, this Agreement shall continue in effect unless or until it is terminated upon not less than 6 months' prior written notice.

Notwithstanding the foregoing, the Parties may agree on provisions allowing earlier termination in the event of a change in service characteristics (including in sailing schedules or port rotation), a change in ownership of a Party or Line, the dissolution, bankruptcy or insolvency of a Party or Line, or a similar occurrence.

9.2. In the event of default and notwithstanding any termination made in accordance with this Article 9, the non-defaulting Party shall retain the right to bring a claim against the defaulting Party or Line for any loss and/or damage caused or arising out of such default.

9.3. The Parties will promptly notify the Federal Maritime Commission as well as any other relevant governmental authorities of any termination of this Agreement.

9.4. Any termination hereunder shall be without prejudice to the Parties' respective financial obligations to one another as of the date of termination or withdrawal.

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ARTICLE 10. FORCE MAJEURE

10.1 Neither MSL nor APL shall be deemed responsible with respect to its failure to perform any term or condition of this Agreement if such failure is due to an event beyond its reasonable control, such as, but not limited to war declared or undeclared; hostilities; warlike or belligerent acts or operations; piracy; riots; civil commotion or other disturbances; acts of God; blockade of port or place or interdict or prohibition of or restriction on commerce or trading; governmental action, including, but not limited to, quarantine sanitary or other similar regulations or restrictions; strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of Maersk or APL; shortage, absence or obstacles of labor or facilities for loading, discharge, delivery or other handling of the goods; epidemics of disease; unforeseeable breakdown or latent defect in the vessel's hull, equipment or machinery; shallow water, ice, landslide or other obstacles in navigation or haulage; any act of barratry; or unusually severe weather which can cause operational hindrance.

10.2 Any Party claiming an event beyond its reasonable control shall exercise reasonable endeavors to remedy the consequences of such event. Upon the termination of such event causing a Party's failure to perform its obligations under this Agreement, such Party shall as soon as possible resume its performance of its obligations according to the terms and conditions of this Agreement.

ARTICLE 11. INSURANCE

For the duration of this Agreement, all Lines shall undertake to have valid P&I Insurance for all conventional P&I risks with a club being a member of the Group of International P&I clubs. In the event the terms and conditions or the cover in general are materially amended, the respective club shall notify the other Party without delay.

ARTICLE 12. NOTICES

Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required - by fax or e-mail, confirmed by courier or registered mail, to the following addresses:

MSL	APL
A.P. Møller	American President Lines Co. Pte Ltd
50 Esplanaden	456 Alexandra Road
1098 Copenhagen K	#06-00 NOL Building
Denmark	Singapore 119962
Attn: Line Department	Attn: Line Operations
Fax: +45 33 63 47 84	Fax: +65 371 6410

ARTICLE 13. GOVERNING LAW AND ARBITRATION

This Agreement and each Line's Bill of Lading shall be governed by and construed exclusively in accordance with the laws of the United States. All disputes in connection with this Agreement, which cannot be resolved amicably, shall be resolved by arbitration in New York, except as otherwise agreed. However, nothing herein shall

relieve the Parties of obligations to comply with the U.S. Shipping Act of 1984 , as amended.

ARTICLE 14. AMENDMENT

Any modification or amendment of this Agreement must be in writing and signed by all Lines.

ARTICLE 15. NO AGENCY OR PARTNERSHIP

Nothing in this Agreement shall give rise to, nor shall the Parties, and/or any Line or group of Lines, be construed as constituting, a partnership for any purpose or extent. Nor shall either Party or any Line be considered an agent of the other Party or Lines, unless expressly stated or constituted as such by the terms of this Agreement.

ARTICLE 16. ASSIGNMENT

No Party or Line shall be entitled to assign or transfer all or any part of its rights or obligations under this Agreement, unless with the other Party's prior consent.

ARTICLE 17. 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

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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.

ARTICLE 18. LANGUAGE

This Agreement and all notices, communications or other writings made in connection herewith, shall be in the English language. No Party shall have any obligation to translate such matters into any other language and the wording and meaning of any such matters in the English language shall govern and control.

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SIGNATURE PAGE

IN WITNESS WHEREOF, MSL and APL have caused this Agreement to be executed by their duly authorized representatives as of the date stipulated below.

APL CO. PTE. LTD.

Ann Fingarette Hasse

Name: Ann Fingarette Hasse

Title: Authorized Signatory

Date: Sept. 29, 2000

AMERICAN PRESIDENT LINES, LTD.

Name: TIMOTHY J. WINDLE

Title: ASSISTANT SECRETARY

Date: 9/29/00

A.P. MOLLER-MAERSK SEALAND

Name:

Title:

Date:

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SIGNATURE PAGE

IN WITNESS WHEREOF, MSL and APL have caused this Agreement to be executed by their duly authorized representatives as of the date stipulated below.

APL CO. PTE. LTD.

_____

Name:

Title:

Date:

AMERICAN PRESIDENT LINES, LTD.

_____

Name:

Title:

Date:

A.P. MOLLER-MAERSK SEALAND

_____

Name: J. KJAEDEGAARD

Title: SVP.

Date: 29. 9. 2000

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