ARTICLE 1: Full Name of the Agreement.

The full name of this Agreement is the U.S. Pacific Coast-Oceania Agreement (the "Agreement").

ARTICLE 2: Purpose of the Agreement.

The purpose of this Agreement is to promote efficient utilization of vessels and equipment and provide efficient, reliable and stable liner shipping services in the Trade (as defined in Article 4) through the activities authorized hereunder.

ARTICLE 3: Parties to the Agreement.

The following are the respective names and addresses of the principal offices of the parties to this Agreement:

(a) Hamburg-Sudamerikanische Dampfschifffahrtsgesellschaft KG, whose address is Ost-West-Str. 59, 20457 Hamburg, Germany ("Hamburg Süd");

(b) P&O Nedlloyd Limited and P&O Nedlloyd B.V. (as a single party), whose address is One Meadowlands Plaza, East Rutherford, New Jersey 07073 ("P&O Nedlloyd");

(c) Australia-New Zealand Direct Line, a division of CP Ships (UK) Limited and CP Ships USA ~~Lykes Lines Limited~~ LLC (as a single party), whose address is 401 E. Jackson Street, Suite 330, Tampa, FL 33602 ("CP Ships ~~ANZDL/Lykes~~");

ARTICLE 5: Agreement Authority.

5.1 Vessels and Strings.

(a) Initially, the Parties shall operate two strings under this Agreement, as follows:

(i) Pacific South West ("PSW") string, calling at ports in California and ports in New Zealand, Australia, Fiji and Mexico. The PSW string initially shall utilize seven (7) vessels of approximately 1,100 to 1,500 TEU capacity (based on 14 tonnes per TEU), two of which will be provided by PONL and five of which will be provided by ~~ANZDL/Lykes~~ CP Ships.[2] Without further amendment hereto, the Parties are authorized to operate between six (6) and nine (9) vessels in the PSW string, such vessels to have a capacity of not less than 1,000 TEUs and not more than 2,000 TEUs. In order to implement such adjustments, the Parties are also authorized to make corresponding revisions in port calls and the numbers of vessels provided by the respective Parties.

(ii) Pacific North West ("PNW") string, calling at ports in California, the Pacific North West, Hawaii, New Zealand, Australia, Fiji and Tahiti. The PNW string initially shall utilize eight (8) vessels of approximately 1,100 to 1,500 TEU capacity (based on 14 tonnes per TEU), three of which will be provided by Hamburg Süd, three of which will be provided by FOML, one of which will be provided by CP Ships ~~ANZDL/Lykes~~, and one of which will be provided by Maersk Sealand. Without further amendment

[2] Initially, calls by the PSW service in Fiji will alternate fortnightly with calls by that service in Mexico. Initially, calls by the PNW service in Fiji will alternate fortnightly with calls by that service in Tahiti and the PNW service will call Hawaii on a monthly basis only.

maximum efforts to remedy any failure to comply. The Parties are authorized to discuss and agree upon rules for remedial actions and financial consequences in cases of non-performance.

(f) The Parties are authorized to charter vessels to/from one another or jointly from third parties.

5.2 Slot Allocations and Use of Slots.

(a) The initial weekly allocation of slots on vessels operated under this Agreement as revised by Amendment No. 4, which are based on an agreed standard slot capacity for each such vessel, shall be as follows:

| Effective Date of Amendment Through March 31, 2003 | April 1, 2003 through Termination of Agreement |
|---|---|
| CP Ships ~~ANZDL/Lykes~~ -- 764 TEUs | CP Ships ~~ANZDL/Lykes~~ – 740 TEUs |
| Hamburg Süd --467 TEUs | Hamburg Süd – 453 TEUs |
| FOML – 464 TEUs | FOML -- 450 TEUs |
| PONL – 359 TEUs | PONL -- 348 TEUs |
| Maersk Sealand – 225 TEUs | Maersk Sealand – 288 TEUs |

The Parties will agree on the division of the foregoing allocations between the strings. The standard slot capacity of the vessels operated hereunder shall be determined based on an average deadweight of 14 tonnes per TEU southbound, 14 tonnes per dry TEU northbound, 18 tonnes per 20 ft. reefer northbound and 32 tonnes per 40 ft. reefer northbound. Each Party shall be entitled to use its slot allocation without any geographical restrictions regarding the origin or destination of the cargo and, except as otherwise provided herein, there shall be no priorities for either full, empty, wayport/interport or breakbulk cargo.