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11. VESSEL ALIGNMENT AND PROVISION

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

11.1 ~~The current provision of vessels and their TEU capacities for each Party are set forth as below~~

~~COSCON will provide 49 vessels of approximately 328,309 TEU capacity.
KL will provide 32 vessels of approximately 199,100 TEU capacity.
YMUK will provide 36 vessels of approximately 185,940 TEU capacity.
HJS will provide 58 vessels of approximately 317,710 TEU capacity.
A Party may not permanently (meaning for more than 90 calendar days)
increase or decrease its number of vessels and/or TEU capacity by more
than fifteen percent unless this Article 11.1 is amended and effective under
the Shipping Act to reflect such increase or decrease. The Parties will
submit to the FMC Quarterly Reports stating the current services, vessels
and TEU capacities under this Agreement and any anticipated cancellation
of vessel strings maximum number of line haul vessels that may be operated
under this Agreement in U.S. trades is 160 vessels, each with a standard
operating capacity not to exceed 15,000 TEUs. The Parties shall consult
and agree on the number, size and type of Vessels to be provided by each
party hereunder and operated in the Trade. The Parties shall consult prior
to employment in the Trade of any tonnage in excess of that previously
scheduled. The Vessels may be owned, demised, or time-chartered by the
Slot Provider.~~

11.2 The Vessel alignment and provision for all services shall be as agreed from time to time. The Slot Provider may replace any of the Vessels in the services with a comparable one which shall be in the same or better condition in terms of its service performance, which includes speed and transit time in the Trade. All extra expenses resulting from such replacement shall be for the account of the Slot Provider.

11.3 Slot Hire: Slot hire shall be as agreed upon from time to time.

11.4 Total Loss, Constructive Total Loss

11.4.1 In case of a Vessel being declared an actual or constructive total loss, the Slot Provider shall provide a substitute vessel within two months, provided that such substitute vessel is, in terms of capacity and speed, reasonably comparable with or better than the remaining Vessels in the service.

IN WITNESS WHEREOF, the Parties have caused this amendment to the Agreement to be executed by their respective duly authorized representatives or attorneys in fact as witnessed below:

COSCO CONTAINER LINES COMPANY, LIMITED

By: _____

KAWASAKI KISEN KAISHA, LTD

By: _____

YANGMING (UK) LTD.

By: _____

HANJIN SHIPPING CO., LTD.

By: _____

Date: ~~July~~ April 19, ~~2010~~2011