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Original Title Page

TNWA/GA COOPERATIVE WORKING AGREEMENT

FMC Agreement No. 011922

A Cooperative Working Agreement

Expiration Date: None

EFFECTIVE
DEC - 1 2005
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

TABLE OF CONTENTS

		Page
ARTICLE 1:	FULL NAME OF THE AGREEMENT	1
ARTICLE 2:	PARTIES TO THE AGREEMENT	1
ARTICLE 3:	PURPOSE OF THE AGREEMENT	2
ARTICLE 4:	GEOGRAPHIC SCOPE OF THE AGREEMENT	2
ARTICLE 5:	AGREEMENT AUTHORITY	2
ARTICLE 6:	ADMINISTRATION	4
ARTICLE 7:	DURATION AND TERMINATION OF AGREEMENT	4
ARTICLE 8:	FORCE MAJEURE	5
ARTICLE 9:	CONFIDENTIALITY	6
ARTICLE 10:	GOVERNING LAW AND ARBITRATION	6
ARTICLE 11:	SEVERABILITY	7
ARTICLE 12:	MISCELLANEOUS	7

ARTICLE 1: FULL NAME OF THE AGREEMENT

1.1 The full name of this Agreement is the TNWA/GA Cooperative Working Agreement (hereinafter referred to as the "Agreement").

ARTICLE 2: PARTIES TO THE AGREEMENT

The Parties to the Agreement are:

The following members of the New World Alliance:

APL Co. Pte. Ltd and American President Lines, Ltd. (acting as one party)
1111 Broadway
Oakland, CA 94607

Hyundai Merchant Marine Co. Ltd.
66, Jeokseon-dong, Jongno-gu
Seoul, 110-052
Korea

Mitsui O.S.K. Lines, Ltd.
1-1, Toranomon 2-Chome
Minato-ku, Tokyo 105-8688
Japan

(hereinafter referred to individually as "Party," and collectively as "TNWA Parties")

and

The following members of the Grand Alliance II Agreement:

Hapag Lloyd Container Linie GmbH
Ballindamm 25
20095 Hamburg, Germany

Nippon Yusen Kaisha
Yusen Building
3-2 Marunouchi 2-Chome
Chiyoda-ku, Tokyo 100-05
Japan

Orient Overseas Container Line Limited, Orient Overseas Container Line Inc. and Orient Overseas Container Line (Europe) Limited (acting as one party)
31st Floor, Harbor Center
25 Harbor Road
Wanchai, Hong Kong

(hereinafter referred to individually as "Party," and collectively as "GA Parties")

ARTICLE 3: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the Parties to exchange space on one another's vessels and to coordinate and cooperate with respect to the Parties' transportation services and operations in order to improve efficiency and service to the shipping public in the Trade.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports in North Asia (Japan, Republic of Korea, People's Republic of China, Hong Kong, and Taiwan) and Panama, on the one hand, and the East Coast of the United States, on the other, via the Panama Canal (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 The Parties are authorized to meet together, discuss, reach agreement and take all actions deemed necessary or appropriate 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. It is initially contemplated that the Parties will jointly coordinate the operation and sharing of space on one service loop in the Trade with eight (8) container vessels operated by GA or TNWA parties, although additional vessels may be used during the startup period. In furtherance of the foregoing, the Parties are authorized to engage in the following activities:

(a) Agree upon the type, capacity, speed, and total number of vessels to be used, 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 used in connection with this Agreement shall be twelve (12), with maximum capacity of 5,500 TEUs.

(b) Agree upon the sailing patterns, ports to be called, vessel itineraries, schedules, 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 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 one another's vessels (including owned or chartered vessels). 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 such 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.

5.2 The Parties shall be entitled to use their slot allocations without any geographical restrictions regarding the origin or destination of the cargo, subject to such operational restrictions as they may agree on from time to time. The Parties may agree on the treatment of full, empty, wayport/interport, or breakbulk cargo. With respect to calculation of slot usage, for high cube and 45-foot containers, as well as lost cells due to out of gauge cargoes, the Parties will establish a fair mechanism for taking into account the usage of slots on any Party's containerships. The Parties may also separately establish sub-allocations for reefer containers.

5.3 Slots obtained from another Party under the terms of this Agreement shall not be released to third parties.

5.4 The amount to be charged for slots shared under this Agreement shall be as agreed by the Parties, in order to effectuate a fair and equitable method of sharing the costs of providing and operating the vessels employed in

any services being coordinated under this Agreement. The Parties shall settle financial obligations to each other under this Agreement at such intervals as they may agree.

5.5 The Parties may discuss and agree on the joint or individual use of or contracting with port terminal facilities, terminal services, and stevedoring services in the Trade, and may agree on the use of one ocean terminal at each port of call where feasible and appropriate. The Parties may establish criteria for the joint or individual selection and use of ship and landside terminal operations.

ARTICLE 6: ADMINISTRATION AND VOTING

6.1 The Parties will establish a communications structure to jointly coordinate the day-to-day operational requirements of the Agreement.

6.2 Actions taken on major issues concerning the scope of the service cooperation, the slot allocation shares of each Party, and the financial arrangements with respect to slot exchanges, or on any amendment of this Agreement, shall be reached by unanimous agreement of all Parties. Provided, however, that the vessel operator may make decisions on routine operational matters, in accordance with any applicable established operational procedures of each alliance, provided that reasonable effort is made to obtain agreement of all Parties on such matters where appropriate. Provided, further, that for any vessel loop jointly operated under this Agreement, the Parties may, by unanimous agreement, establish procedures and guidelines for making decisions regarding the service.

6.3 The following persons are authorized to subscribe to and file this Agreement and any accompanying materials, as well as any subsequent modifications to this Agreement which may be adopted by the Parties:

(a) Any authorized officer of each of the Parties; and

(b) Legal counsel for the Parties collectively or individually.

6.4 The Parties may implement this Agreement by decisions made or actions taken at meetings or by telephone, fax, e-mail, or exchange of other writings.

ARTICLE 7: DURATION AND TERMINATION OF AGREEMENT

7.1 This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, and shall continue in effect for an initial term of two (2) years from the effective date. The Agreement will be automatically renewed for additional one (1) year terms unless terminated by the Parties.

7.2 Any Party, or the GA Parties or TNWA Parties acting collectively, shall have the right to terminate this Agreement by giving six (6) months notice, provided that such notice may not be given prior to eighteen (18) months after the effective date of this Agreement.

7.3 If at any time during the term of the Agreement there is a change in ownership or control of a Party, or if a Party resigns as a constituent member of the TNWA or GA (whichever is applicable), the other Parties shall have the right, within twelve (12) months of the announcement of such change, to either:

(a) unanimously agree to terminate that Party's participation in the Agreement by giving not less than six (6) months written notice to that Party; or

(b) individually withdraw from this Agreement by giving not less than six (6) months written notice to the other Parties.

7.4 In the event of a Party withdrawing or having its membership terminated, the remaining Parties will discuss in good faith whether they wish to continue with this Agreement. Any of the remaining Parties shall have the right to terminate this Agreement with respect to all of the Parties, if the remaining Parties are unable to agree within six (6) months on their continued cooperation under this Agreement in the absence of the terminated or withdrawing Party.

7.5 In the event of termination of this Agreement for whatever cause in relation to one or more of the Parties, the Parties shall continue to be liable to one another with respect to all liabilities and obligations accrued prior to termination.

ARTICLE 8: FORCE MAJEURE

8.1 In such circumstances as the event of war, whether declared or not, hostilities or the imminence thereof, act of public enemies, acts of God, arrest or restraint of princes, rulers, or people, or compliance with any

compulsorily applicable law or government directive, boycott against flag, political ban, labor problems or strikes or other events beyond the control of a Party which render this Agreement wholly or substantially impracticable (a "Force Majeure Event"), the Agreement shall not thereby be terminated, but (subject to the provisions for termination set forth in Article 7) the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities, and obligations accrued at the date of suspension. Should the Agreement be wholly suspended for a period of six (6) calendar months from the date of commencement of such suspension, the Agreement shall terminate.

8.2 In the event that a Party considers that any cause, happening, or event not within its control substantially impairs its ability to enjoy its rights or carry out its or other Parties' obligations under this Agreement then, at its request, the Parties shall meet together with all reasonable dispatch in order to consider such adjustment of the terms of this Agreement as may be mutually acceptable.

8.3 Unless it is the consequence of a Force Majeure Event as described in the foregoing, unseaworthiness, breakdown of a vessel's machinery, defect in and accident to a vessel (including collusion, stranding, fire, and the like), whether or not due to the crew's acts or omissions, shall not be deemed as a Force Majeure Event.

ARTICLE 9: CONFIDENTIALITY

Except as required by law, activities under this Agreement shall be regarded as confidential to the Parties and no Party acting for itself or on behalf of its employees, agents, and subcontractors shall divulge any information concerning the business and affairs of the other Parties that it shall have obtained or received as a result of this Agreement or any discussions under it or leading to its formation.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 The interpretation, construction, and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the laws of England, provided, however, that nothing herein shall relieve the Parties from the applicable requirements of the U.S. Shipping Act of 1984, as amended.

10.2 Any dispute or claim arising out of or in connection with this Agreement which cannot be resolved amicably shall be referred to arbitration in London (unless varied with the unanimous consent of the Parties involved) in accordance with the Arbitration Act of 1996 or any statutory modification or reenactment thereof. The arbitration shall be conducted in accordance with the LMAA (London Maritime Arbitration Association) terms current at the time when the arbitration proceedings are commenced.

10.3 The Parties agree that the tribunal shall consist of one (1) arbitrator familiar with corporate and/or admiralty matters and the type of business conducted by the Parties. The arbitrator 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. The arbitrator shall be appointed by unanimous consent of all the Parties involved in the arbitration, failing which the arbitrator shall be appointed by the President of the LMAA at the time when the arbitration proceedings are commenced. The arbitrator's decision, including his written findings of fact and conclusions, shall be final and conclusive; judgment may be entered on the award and the award shall be enforceable in any court of competent jurisdiction; the arbitrator may allocate the cost of arbitration to one or more participating Parties in a manner consistent with the award; the arbitrator may not award exemplary or punitive damages.

10.4 The Parties further agree that in cases where the amount in dispute does not exceed US$ 100,000, the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

ARTICLE 11: SEVERABILITY

11.1 If any provision of this Agreement, as presently stated or later amended or adopted, is held to be invalid, illegal, or unenforceable in any jurisdiction in which this Agreement is operational, then this Agreement shall be invalid only to the extent of such invalidity, illegality, or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

ARTICLE 12: MISCELLANEOUS

12.1 The rights and obligations of each Party under the Agreement herein shall not be assignable except to subsidiaries, parent companies, or fellow subsidiaries, or with prior unanimous agreement of all Parties.

12.2 This Agreement is not intended to create, and shall not be construed as creating, a partnership or joint liability under the law of any jurisdiction.

Signature Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of this 14 day of October, 2005.

APL Co. Pte. Ltd and American President Lines, Ltd. (acting as one party)

Name: Eric Swett
Title: Associate General Counsel

Hyundai Merchant Marine Co. Ltd.

Name:
Title:

Mitsui O.S.K. Lines, Ltd.

Name:
Title:

Hapag Lloyd Container Linie GmbH

Name:
Title:

Nippon Yusen Kaisha

Name:
Title:

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APL Co. Pte. Ltd and American President Lines, Ltd. (acting as one party)

Name:
Title:

Hyundai Merchant Marine Co. Ltd.

Name: SANG HOON OH
Title: DEPUTY GENERAL MANAGER.

Mitsui O.S.K. Lines, Ltd.

Name:
Title:

Hapag Lloyd Container Linie GmbH

Name:
Title:

Nippon Yusen Kaisha

Name:
Title:

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_____
Name:
Title:

Hyundai Merchant Marine Co. Ltd.

_____
Name:
Title:

Mitsui O.S.K. Lines, Ltd.

Name: Tsuyoshi Yoshida
Title: General Manager, Oct.14.2005
Strategic Planning & Asset Management Group
Liner Division

Hapag Lloyd Container Linie GmbH

_____
Name:
Title:

Nippon Yusen Kaisha

_____
Name:
Title:

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Title:

Mitsui O.S.K. Lines, Ltd.

_____
Name:
Title:

Hapag Lloyd Container Linie GmbH

_____
Name: Claus C. Mohrmann
Title: Director Ships Operations & Cooparations

Nippon Yusen Kaisha

_____
Name:
Title:

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Title:

Mitsui O.S.K. Lines, Ltd.

_____
Name:
Title:

Hapag Lloyd Container Linie GmbH

_____
Name:
Title:

Nippon Yusen Kaisha

Name: Yasuyuki Usui
Title: Director and General Manager

TNWA/GA Cooperative Working Agreement
FMC Agreement No. 011922

Orient Overseas Container Line Limited, Orient Overseas Container Line Inc. and Orient Overseas Container Line (Europe) Limited (acting as one party)

Name: Allan Tak Sing HONG
Title: Attorney-in-fact