Feb 1

COSCON/AGREEMENT 011745

TRANSPACIFIC ALL WATER

VESSEL SHARING AGREEMENT (CUE SERVICE)

FMC NUMBER: 011939

Classification: Cooperative Working Agreement,

Space Charter Agreement and

Sailing Agreement

Republished: Not Applicable

Expiration date: None

EFFECTIVE
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UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

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1 NAME OF THE AGREEMENT

This AGREEMENT shall be referred to as "the COSCON/Agreement 011745 TransPacific All Water Vessel Sharing Agreement (Cue Service)" (hereinafter the "Agreement").

2 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide for the coordinated operation of container vessels and cross-chartering of space on such vessels, in the Trade described below. This Agreement does not authorize discussion of or agreement on rates or charges, thus no joint tariff shall be filed by the Parties under this Agreement.

3 PARTIES TO THE AGREEMENT

The Parties to this Agreement (hereinafter referred to collectively as "the Parties") are:

Party 1:
COSCO CONTAINER LINES COMPANY LIMITED ("COSCON")
378 Dong Da Ming Road (East) Shanghai
People's Republic of China 200080
Party 2: The Agreement 011745 members

EVERGREEN MARINE CORPORATION LIMITED ("EMC")
No.166, Sec. 2, Minsheng East Road.
Taipei, Taiwan

LLOYD TRIESTINO DI NAVIGAZIONE S.P.A. ("LT")
[* Italia Marittima S.p.A.] ("ITS" as of 3/1/06)
Passeggio S. Andrea, 4
34123 Trieste, Italy

HATSU MARINE LIMITED ("Hatsu")
Evergreen House
160 Euston Road
London, England NW1 2DX
U.K.

COSCON and the members of Agreement (011745) shall collectively be called as the Lines and individually as a Line.

* As of March 1, 2006, LT will be known as Italia Marittima S.p.A. and this Agreement will be deemed amended accordingly and no further amendment need be filed.

4 GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement shall cover the all water trade via the Panama Canal between ports of mainland China, Hong Kong and Taiwan and inland/coastal points served via such ports on the one hand and ports in the East Coast of the United States (Bangor, Maine /Miami, Florida) on the other hand and vice versa ("the Trade").

5 AGREEMENT AUTHORITY

5.1 Coordination of Sailings

5.1.1 The Parties may consult and agree upon the deployment and utilization of container liner vessels ("Vessels") in the Trade including, without limitation, sailing schedules, service frequency, ports to be served, port rotations, number, type and size of vessels to be utilized, feeder arrangements, including the sale or exchange of feeder slots between them, addition or withdrawal. Any resulting changes in the vessel deployment will only be implemented after an amendment has been filed with the Federal Maritime Commission and becomes effective under the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 (OSRA) (hereinafter the "Act"). The Parties will notify the FMC of any decrease or increase in the size of the vessels deployed, but such changes shall not require an amendment to the Agreement.

5.1.2 The Parties may consult, agree on and implement temporary capacity adjustments in the Trade.

5.2 Reciprocal Space Chartering

(a) On such terms and conditions as the Parties may agree, the Parties may

(1) charter space to and from each other on their respective Vessels and/or on Vessels on which they have chartered space, and

(2) agree on the number of slots and/or space to be chartered, and

(3) agree on the compensation for such slots and/or space that is chartered hereunder

(b) As used herein, a Party who charters Vessel capacity from another Party shall be referred to as "Charterer(s)" in relation to the other Party. A Party whose Vessel capacity is chartered by the other Party for transportation hereunder shall be referred to as "Owner" in relation to the other Party.

(c) On such terms and subject to such operating limitations as (i) the Parties may agree, or (ii) may be imposed by applicable law, each Party shall accept for transportation and transport any and all containerized cargo, which is within that other Party's allocation as agreed herein, and equipment tendered to it by the other Parties. As used in this Agreement, the term "equipment" includes, but is not limited to, containers owned or leased by the Parties, whether full, partially loaded or empty and other freight service equipment that the Parties may agree upon.

(d) Charterer may advertise sailings on Owner's Vessels on which Charterer is allocated space under this Agreement.

(e) The Parties are authorized to provide additional space to each other on the basis of further ad hoc sale or purchase of slots by the Parties at slot rates to be agreed.

5.3 Service and Provisions of Vessels

Phase 1: The Parties will be initially exchanging space on 3 consecutive weekly voyages commencing 11 March, 2006 on three (3) Vessels provided by the Parties hereto. Party 1 will provide one (1) Vessel and Party 2 will provide two (2) Vessels to this Phase 1. The three (3) Vessels in Phase 1 will be able to sail with sufficient service speed to allow them to serve all ports of call in the service as agreed between the Parties. The Vessels shall have a practical declared capacity of between 2200 and 3000 Teus.

Phase 2: As from approximately mid-May 2006, the Parties will be deploying nine (9) Vessels of approximately 2200 to 3000 TEUs enabling the Parties to offer a weekly service. Party 1 shall provide four (4) vessels and Party 2 shall provide five (5) vessels.

5.4 Each Party may substitute a Vessel or Vessels provided that:

a) Its classification, speed, technical compatibility, capacity and any other relevant data comply with the required minimum characteristics.

b) The total number of Vessels in the Trade remains unchanged, and the Trade and sailing schedule remains unchanged.

c) Any substitution not complying with the above requirements shall be subject to written agreement of the Parties. Save in cases of emergency replacement, a Party willing to introduce such non compliant vessel will give 30 days' written notice of substitution to the other Party.

Unless otherwise agreed, all additional costs including, but not limited to, transshipment and feeder expenses due to substitution of a Vessel shall be for account of the Party substituting the vessel.

5.5 Slot Allocation - The allocation of slots to each Party is as follows:

The Parties agree to proportionally share the slots on each vessel, in accordance with its slots contribution in the Trade. The average weight is 10tons/TEU.

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

The Parties may consult, agree on, and/or implement the interchange, cross-lease, or sub-lease of 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.

5.7 No Joint Service, Pooling

The reciprocal slot exchange, coordination of sailings and vessels, and cooperative use of equipment, terminals, stevedores, ports and suppliers to the extent provided hereunder do not create a joint service or permit the Parties to pool cargo or revenue. Each Party shall utilize and maintain its own marketing and sales organizations and operate and manage its own vessels. Each Party shall issue its own bills of lading regardless of whether the Party is acting as Owners or Charterers.

5.8 Documentation, Data Systems

The Parties may discuss and agree on terms and conditions of joint development, implementation, and interchange of documentation, data systems, information and data, other operating systems, and computerization and joint communication, including any joint negotiations, leasing or contracting relating thereto.

5.9 Foreign Operations

The Parties may discuss and agree on use of one another's feeder, port, terminal and intermodal operations within and between foreign countries.

5.10 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 establishment and operation of individual or joint tonnage centers, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, and treatment of hazardous and dangerous cargoes.

6 AUTHORIZED REPRESENTATIVE

The following persons shall have authority to sign and file this Agreement or any modification to this Agreement, to respond to any requests for information from the U.S. Federal Maritime Commission and to delegate such authority to other persons.

1. The Chief Executive, or a Vice President for each Party; or
2. Legal counsel for each Party.

7 MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

None.

8 VOTING

All matters decided under this Agreement, including amendments hereto, shall be by unanimous vote of the Parties. The Parties may meet wherever they decide for the purpose of implementing this Agreement; however, actions in implementation of this Agreement may also be taken pursuant to telephone polls of the Parties. A quorum shall exist if both Parties are present in person or by telephone contact.

9 DURATION AND TERMINATION

9.1 Unless otherwise agreed by the Parties, this Agreement shall be effective upon the commencement by the Parties of the vessel operations described herein, but this Agreement and all modifications hereto shall be subject to all required prior approvals by governmental authorities, including the U.S. Federal Maritime Commission. No cooperative working arrangement shall be carried out in regard to the Trade except as authorized herein. Failure of a Party to this Agreement to obtain approval of any authority, for any reason, shall not provide the basis for any recourse, liability or damages whatsoever.

9.2 This Agreement is intended to have an indefinite term. Any Party may withdraw from this Agreement at any time by giving three months' prior written notice to the other Party of its intention to do so provided that such notice cannot be given any earlier than nine (9) months after phase 2 commences.

9.3 This Agreement may be terminated at any time by mutual consent of the Parties.

9.4 If either Party 1 or the member of Party 2 become involved in anyone of the following situations, the other Party has the right, by giving written notice, to terminate the Agreement immediately without prejudice to any already accrued rights and obligations:

(a) Commencement of dissolution procedure;

(b) Filing of bankruptcy or insolvency procedure;

(c) Making a general assignment or composition for the benefit of its creditors.

(d) If at any time during the term of this Agreement there shall be a change in control or material change in ownership of a Party or Line within a Party, (for purposes of this provision the "Affected Line") and the other Party is of the opinion that such change is likely to materially prejudice the cohesion or viability of the Service, then that other Party may within three months of the coming into effect of such change give not less than three (3) months notice in writing to the Affected Line and any other Line within the same Party terminating this Agreement.

For purposes of this provision, a change in the control or material change in the ownership of a Line or of the holding company of that Line shall not include any public offering of shares in that Line or its holding company, or existing shareholders changing their relative shareholdings, or the acquisition by a third party of a minority shareholding in that Line or its holding company.

9.5 Notwithstanding any other provision herein, this Agreement shall remain in force until each Vessel operated pursuant to this Agreement shall have completed discharging at the last port on the last leg of her final complete voyage which commenced prior to termination, and all accounts between the Parties under this Agreement are settled.

10 DEFINITIONS

(1) Slot: a cell designed to take a 20' type container conforming to ISO specifications.

(2) Vessel shall mean a container liner vessel deployed by one of the Parties hereto.

11 SERVICE STRUCTURE

The Parties are authorized from time to time to discuss and agree on the calling ports, port rotation and voyage duration. Each Party shall maintain the sailing schedule and shall use maximum efforts to remedy any failure to comply in accordance with the decisions taken by the Parties. The Parties are authorized to discuss and agree on financial, legal and other implications of any failure to maintain or comply with the sailing schedule.

12 SLOT HIRE

Slot hire shall be as agreed upon from time to time by the Parties.

13 TOTAL LOSS, CONSTRUCTIVE TOTAL LOSS

13.1 In case of a Vessel being declared an actual or constructive total loss, the Owner shall provide a substitute vessel within two months, provided that such substitute vessel is, in terms of capacity and speed, reasonably compatible with or better than the remaining Vessels operated pursuant to this Agreement.

13.2 The Owner of the lost vessel shall give the other Party immediate written notice from the date of an actual loss or constructive loss.

13.3 If the Owner of the lost vessel fails to provide a compatible or better substitute Vessel within two months, then the Charterer shall have the option to replace the lost vessel with its own vessel or to charter in a suitable substitute vessel for operation under this Agreement. The Owner of the lost vessel shall compensate all reasonable expenses and reasonable charter hire caused by such substitution without protest.

13.4 The Charterer shall have the option to declare off-hire for the charter-in slots of a lost vessel until the substitute Vessel has been placed into the Trade.

14 VESSEL OPERATION

Each Party shall be responsible for the operation of its own Vessels. The responsibility, liability and operating requirements of each Owner shall be agreed upon from time to time.

15 SLOT AND CARGO WEIGHT ALLOCATION

The Parties may from time to time discuss and agree on cargo weight allocation per slot, including limitation of 20', 40' and reefer slots, on each Vessel for each Party.

16 MARKETING AND DOCUMENTATION

Each Party shall retain its separate identity and market its own service with its own independent marketing organization, and when acting as a Charterer pursuant to this Agreement may advertise sailings on Owner's Vessels provided hereunder.

17 FORCE MAJEURE

Performance under this Agreement shall be excused to the extent it is frustrated by the existence or apprehension of war (declared or undeclared), hostilities, warlike or belligerent acts or operations, riots, civil commotion or other disturbances; closure of, obstacle in or danger to any

canal, blockage of port or place or interdict or prohibition, condition or restriction of any kind on calls by either Party's vessel at any port, which result in such Vessel's practical inability to call such port, or any 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 a Party or his sub-contractors; congestion of port, wharf, sea terminal or any other place; shortage, absence or obstacles of labor or facilities for loading, discharge, delivery or other handling of cargo; epidemics or disease; bad weather, shallow water, ice, landslide or other obstacle to navigation or haulage.

18 HARDSHIP

Notwithstanding Article 9.2 supra, during the effective period of this Agreement, if the consequences of any Force Majeure described in Article 17, or boycott against one flag or a political ban against one Party to this Agreement, causes substantial frustration of the objectives of the Agreement, then the Parties shall meet in a spirit of goodwill and are obligated to attempt to adapt the terms of this Agreement to these circumstances. If the Parties fail to reach an agreement within sixty (60) days, either Party may terminate this Agreement immediately upon written notice.

19 SUPERSESSION

Should any document or underlying Agreement such as those authorized in Article 5.12 supra, contain clauses and/or provisions that are or could be interpreted as being contrary to the terms of this Agreement, the terms of this Agreement shall prevail.

20 NON-ASSIGNMENT

Neither Party hereto shall assign or transfer this Agreement, or all, or part of its rights or duties hereunder, to any third party without the prior written consent of the other Party. In the event such assignment is approved by the other Party, then the third party assignee shall be bound by the

terms of this Agreement and continue to provide space under the terms of this Agreement to the other Party. The assigning Party shall include in the merger agreement a clause requiring the third party assignee to honor this Agreement. Notwithstanding the foregoing nor the provisions of Article 9, the non-assigning Party shall have the right to terminate this Agreement, at any time after the assignment, on ninety (90) days prior written notice.

21 LANGUAGE

This Agreement and all notices, communications or other written documents related to this Agreement shall be in the English language. If any document related to the Agreement cannot be in the English language, it shall be accompanied by an English translation.

22 ARBITRATION AND GOVERNING LAW

22.1 This Agreement shall be governed by and construed in accordance with the laws of the United States and, subject to the provisions of Article 22.2, each Party hereby submits to the jurisdiction of the U.S. Courts.

22.2 All disputes or differences arising under this Agreement which cannot be amicably resolved shall be referred to arbitration in New York in accordance with SMA (Society of Maritime Arbitrators) Rules.

22.3 The Parties agree to appoint a single/sole arbitrator, having appropriate commercial and consortia experience, within 21 days of any Party seeking an appointment. If either Party should so request, a panel of three arbitrators shall be appointed. Should there be no agreement on the appointment of a single arbitrator, or, where applicable, a three man panel, within the said 21 days, then the SMA President will appoint a single/sole arbitrator (or a panel of three arbitrators, as appropriate) at the request of either Party.

22.4 The Parties further agree:

Where the amount in dispute is US$200,000 or less, the arbitration will proceed on a documents and written submission basis only. However, oral evidence will be allowed exceptionally and at the discretion of the arbitrator(s).

23 CONFIDENTIALITY

Except as strictly required by law, no part of this Agreement shall be divulged to any third party without unanimous written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this _____ day of January, 2006.

COSCO CONTAINER LINES COMPANY LIMITED

By: Sam Lantmone
Title: Vice President Marine operations 1/26/06

EVERGREEN MARINE CORPORATION LIMITED

By: _____
Paul M. Keane
Attorney-in-Fact

LLOYD TRIESTINO DI NAVIGAZIONE S.P.A.

By: _____
Paul M. Keane
Attorney-in-Fact

HATSU MARINE LIMITED

By: _____
Paul M. Keane
Attorney-in-Fact

23 CONFIDENTIALITY

Except as strictly required by law, no part of this Agreement shall be divulged to any third party without unanimous written consent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this 26th day of January, 2006.

COSCO CONTAINER LINES COMPANY LIMITED

By: _____
Title:

EVERGREEN MARINE CORPORATION LIMITED

By: Paul M. Keane
Paul M. Keane
Attorney-in-Fact

LLOYD TRIESTINO DI NAVIGAZIONE S.P.A.

By: Paul M. Keane
Paul M. Keane
Attorney-in-Fact

HATSU MARINE LIMITED

By: Paul M. Keane
Paul M. Keane
Attorney-in-Fact