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Original Title Page

South Atlantic Chassis Pool Agreement

FMC Agreement No. 011980

A Cooperative Working Agreement

Expiration Date: None

EFFECTIVE
DEC 20 2006
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

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**Article 1: Name of Agreement**

The name of this agreement shall be the South Atlantic Chassis Pool Agreement (hereinafter, the "Agreement").

**Article 2: Purpose of Agreement**

The purpose of the Agreement is to provide for the formation of a regional Chassis Pool that is intended to improve the quality and efficiency of operations relating to the use and operation of intermodal chassis in the Southeastern United States.

**Article 3: Parties to the Agreement**

The Parties to the Agreement (hereinafter referred to individually as a "Party" and collectively as "Parties") include the Georgia Ports Authority and the South Carolina State Ports Authority (the "Ports"), any other Marine Terminal Operator parties listed in Appendix A (the "Marine Terminal Operator Parties"), the Ocean Carrier Equipment Management Association, Inc. ("OCEMA"), its affiliate Consolidated Chassis Management LLC ("CCM") and Affiliates, OCEMA's member ocean common carriers, and the other ocean common carriers listed in Appendix A. OCEMA, CCM, Affiliates, the members of OCEMA, and the other ocean common carriers listed in Appendix A shall be referred to collectively as the "Ocean Carrier Parties."

**Article 4: Geographic Scope of Agreement**

The scope of the Chassis Pool formed under this Agreement shall include Marine Terminals located in the States of Florida, Georgia, North Carolina, and South Carolina, and Inland Intermodal Terminals located in the States of Alabama, Mississippi, Florida, Georgia, North Carolina, South Carolina, and Tennessee, and other locations in the United States at

which containers moving to or from Marine Terminals in the states listed above in the foreign commerce of the United States, or chassis which transport such containers, are received, delivered, handled, stored, repaired, maintained, loaded, unloaded, inspected, or interchanged. Loaded or empty containers moved on Pool Chassis via such Marine Terminals or Inland Intermodal Terminals may be moving to or from any origins, or to or from any destinations, within the United States, its territories or possessions.

**Article 5: Establishment and Operation of Regional Chassis Pool**

5.1 Definitions. As used in this Agreement -

A. "Affiliate" means a corporation, limited liability company, or other business entity formed or owned by CCM.

B. "Chassis Equipment Supplier" or "CES" means an entity that supplies chassis to the Chassis Pool pursuant to a lease, rental, or similar supply agreement.

C. "Chassis Pool" or "Pool" means the pool of Chassis established under this Agreement.

D. "Contributor" means an Entity that provides Chassis to the Chassis Pool for the use of Chassis Pool Users pursuant to a written contribution agreement with the Pool.

E. "Entity" means a person, partnership, corporation, association, or limited liability company.

F. "Inland Intermodal Terminals" shall mean rail terminals, container yards, container freight stations, intermodal equipment storage areas, container depots, and similar facilities.

G. "Marine Terminal" shall mean a marine terminal at which a marine terminal operator furnishes wharfage, dock, warehouse, or other terminal facilities in connection with a common carrier subject to the Shipping Act of 1984, as amended, 46 App. U.S.C. § 1701 et seq., or in connection with a common carrier and a water carrier subject to sub-chapter II of chapter 135 of title 49, United States Code.

H. "Pool Chassis" or "Chassis" means an intermodal chassis designed for use for over-the-road transportation of international shipping containers which has been contributed to the Chassis Pool by a Contributor and which is made available to Users through the Chassis Pool.

I. "User" means an entity that has executed a written agreement with the Chassis Pool authorizing it to use Pool Chassis.

5.2 Chassis Pool Formation. The Ports and OCEMA and/or CCM or any Affiliate are authorized to meet, discuss, exchange information and data, negotiate and agree upon the formation and establishment of a Chassis Pool at Marine Terminal facilities and/or Inland Intermodal Terminals within the geographic scope of this Agreement. This authority includes without limitation (a) the location(s) to be included in said Chassis Pool, (b) the timing or phase-in of Chassis Pool startup, (c) the rates, terms, conditions, operating rules, safety requirements, insurance, indemnification, allocation of liability, and (d) any other terms that might be appropriate for a license or access to and occupancy of premises on Marine

Terminals or Inland Intermodal Terminals or other facilities at which the Chassis Pool will be operated or Pool Chassis will be located, interchanged, maintained, or repaired. Any agreements with any Port to provide license or access to the Port shall be reflected in an appropriate written agreement. The parties to any agreement with the Ports will be bound only to the extent they expressly agree to be bound.

5.3 Chassis Pool Operation and Implementation.

(a) With agreements subject to the provisions of Article 7 hereof, the Ocean Carrier Parties, or any two or more of them, or any Chassis Pool or Affiliate established hereunder, are hereby authorized to meet, discuss, exchange information and data, negotiate, and agree upon all matters relating to the operation and implementation of the Chassis Pool, including but not limited to the following:

A. Terms, conditions, procedures, operating rules, and charges governing pool operations and the contribution, use, receipt, lease, storage, inspection, repair, maintenance and interchange of Chassis.

B. Determination, establishment, and assessment of Chassis Pool rates, charges, fees and credits ("Pool Charges") for the use and/or contribution of Pool Chassis. Pool Charges may be uniform or differential, on a per diem or other basis, and may reflect the costs for maintenance, repair, inspection, storage, repositioning, insurance, administration, and other Pool expenses, and may compensate CCM, an Affiliate, and/or another party for efforts or costs incurred in connection with Pool establishment or development or general efforts to promote or further chassis pooling. Pool Charges may also reflect the value of the use of Chassis contributed to the Chassis Pool by a Contributor through the application of lower rates, credits,

or other appropriate means, as determined by the Governing Board of the Chassis Pool. Per diem or other use charges may also reflect other operational or economic factors relevant to the Pool (e.g., utilization of Chassis in excess of set percentages of a Contributor's contribution or of a User's or the Pool's estimate of use, market rates for the lease of chassis, incentives to ensure adequate supply or avoid wasteful or costly practices) as may be determined by the Governing Board from time to time. Charges may be made for damages to or repositioning of Chassis, as well as other expenses, as set forth in the contracts governing the use of Pool Chassis.

C. All other terms and conditions under which Chassis will be (a) provided to Users and/or (b) contributed to the Chassis Pool by Contributors or CES's. Users may, but need not, also be Contributors.

D. Insurance, indemnification, and allocation of liability for claims with respect to damage to or loss of equipment, property damage, financial losses, personal injury or death, or other liability relating to or arising out of use of Chassis, contribution of Chassis to the Pool, maintenance, repair, inspection, storage or other aspects of pool operation and management.

E. Establishment of target chassis inventory and chassis utilization levels for the Chassis Pool and the development and implementation of procedures for right-sizing the chassis inventory and for the addition and/or withdrawal of chassis from the Chassis Pool;

F. Determination of criteria or requirements for the eligibility or non-eligibility of Parties and/or non-Parties to participate as Users, Contributors, CES's, or in any other capacity in the Chassis Pool and the terms and conditions under which they may participate, if deemed

eligible, including but not limited to criteria or requirements based upon operational standards, size and type of equipment owned or controlled, business purpose or manner of chassis usage, net worth or other measure of financial responsibility, history of payment of financial obligations, credit history, establishment of bond or other form of financial security or guarantee, membership in this Agreement, safety record, liability risk, assumption of liability and indemnity obligations, insurance to cover potential liabilities under agreements with the Chassis Pool, and minimum and maximum chassis use and/or contribution levels. The primary purpose of this Agreement is to provide for the pooling of equipment by or on behalf of ocean carriers, provided however, that for operational or efficiency reasons, the Governing Board of the Chassis Pool, in its discretion, and subject to such terms, conditions, and charges as it may adopt, may, but is not required to, authorize participation in the Chassis Pool as User and/or Contributor by one or more inland carriers, domestic water carriers, CES's, or other types of Entities engaged in the transport, use, lease, or ownership of intermodal Chassis.

G. Establishment and promulgation of operating rules for the Chassis Pool.

H. Maintenance of records and reports relating to the inspection, maintenance and repair of chassis, pool financial data, chassis supply and utilization, and other aspects of the Chassis Pool.

I. Determination of the replacement value of lost or destroyed chassis.

J. Data processing and storage systems, information systems, hardware, software development, and procedures for electronic data interface between the Pool and its Users, Contributors, vendors, or other third parties.

K. Personnel and facility matters.

L. Chassis Pool audit and accounting functions.

M. Allocation of Chassis Pool revenues, including without limitation any revenues in excess of expenses to reduce per diem or other charges to all or any category of Users.

N. Payment of Chassis Pool expenses to vendors, suppliers, and others.

O. Billing and collection to Users, Contributors, and others owing money to the Pool or against whom the Pool may have a claim.

P. Purchasing by the Chassis Pool or its vendors or contractors of parts, equipment, and supplies for maintenance or repair of Pool Chassis.

Q. Initiating or defending any legal action, or filing reports or applications with any government agency.

R. All other matters necessary for or relevant to the operation of the Chassis Pool.

(b) The Ports are authorized to participate in meetings, discussions, exchanges of information and data, negotiations, and agreements with respect to matters under this Article 5.3; provided that nothing in this Agreement shall require such participation by the Ports.

5.4 Use and Control of Pool Chassis. The Chassis Pool shall have the right to the full and exclusive use and control of such Chassis for Pool operations during the period a Chassis is contributed to the Chassis Pool by a Contributor, as provided for in the Pool's agreement with the Contributor or CES. Chassis made available to a User shall not be assigned, sub-leased, or rented by the User to any other Entity absent the prior written consent of the Governing Board of the Pool.

5.5 Data and Information. In furtherance of the authority contained in this Article 5, one or more of the Parties are authorized to obtain, compile, maintain, share, and exchange among themselves, or with one or more third parties, information related to any aspect of intermodal transport, equipment use, inland or marine terminals, operations, cargo throughput, transportation or traffic volumes, equipment use, and/or other information pertaining to matters authorized under this Article 5. Such information may include records, statistics, studies, compilations, projections, costs, data, and electronic or paper documents of any kind or nature whether prepared by a Party or the Parties or obtained from outside sources, relating to matters authorized by Article 5.

5.6 Meetings and Agreements With Third Parties. The Governing Board of the Chassis Pool, or any Party or Parties, or committee designated by the Governing Board, may meet, discuss, exchange information and data, and reach agreement with one or more owners, operators or other representatives of ocean, rail, and motor carriers, Marine Terminals (including the Ports), Inland Intermodal Terminals, equipment lessors, pool management companies, and/or maintenance and repair vendors, or affiliates of any of the aforementioned, with respect to any matter set forth in this Article 5 in connection with the establishment and operation of the Chassis Pool. The Chassis Pool or Affiliates established hereunder, may obtain bids from, negotiate with, select, and enter into contracts or agreements with such parties in connection with the Chassis Pool, including but not limited to: pool management; inspection, maintenance and repair of Chassis; access to, license, or lease of facilities on which the Chassis Pool is to be

operated; supply of equipment to the Chassis Pool; and use or contribution of Chassis to a Chassis Pool; motor carrier service for the repositioning of Chassis Pool equipment; provision or maintenance of computers, information systems, or networks; and any other goods or services that may be required in connection with the operation of the Chassis Pool; including all financial, operational, liability and other terms and conditions of such contracts.

5.7 Exclusivity. (a) Any contract or agreement entered into hereunder to form a Chassis Pool, locate or operate it at any one or more Inland Intermodal Terminals or Marine Terminals, engage vendors to a Pool, or in connection with operation of a Pool, or otherwise authorized under this Agreement, may be entered into on an exclusive or non-exclusive basis at any or all such facilities. (b) No ocean common carrier shall be required to participate in the Pool because it is a member of OCEMA or because it is participating in any other pool owned or operated by CCM or any Affiliate.

5.8 Pool Locations. OCEMA and the Ports may determine that the Chassis Pool should be operated at more than one location or that there should be more than one Chassis Pool within the geographic scope of this Agreement. If so, the provisions of this Agreement shall apply to all such Chassis Pools.

**Article 6: Management of Chassis Pool and Use of Chassis**

6.1 Organization. The Chassis Pool shall be owned by an Affiliate or other corporation, limited liability company, or other business entity established by CCM. Operating rules for the Chassis Pool, and the rates, charges, terms and conditions under which Chassis are contributed to the Chassis Pool and/or are utilized by Users will be established for the Chassis

Pool by a board of directors, board of managers, or other governing body (the "Governing Board") of the Affiliate owning the Chassis Pool. The Governing Board will be selected by CCM or an Affiliate. Associate Members shall not have the right to participate in the selection of the Governing Board. Without limitation, OCEMA may discuss and agree on policies or other matters relating to the establishment or operation of Chassis Pools and may communicate same to CCM, an Affiliate, or other Entity formed to own or operate the Chassis Pool.

6.2 Manager. CCM or an Affiliate may manage and operate the Chassis Pool itself or may select, negotiate with, and contract with an entity, which may be an Affiliate or an unaffiliated independent contractor, to be the pool manager (hereinafter, the "Manager") on its behalf. The Pool or the Manager, if so authorized, may engage and/or oversee vendors to inspect, maintain, repair, and store the Pool Chassis, track and reposition chassis, provide software and information systems, open and manage bank accounts on behalf of the Chassis Pool, collect fees and disburse payments in connection with Chassis Pool operations and/or perform such other administrative and operational functions relating to the Chassis Pool as the Governing Board of the Pool may from time to time determine.

6.3 Advisory Council. The Chassis Pool is authorized to form an advisory council consisting of representatives of Contributors and Users of the Chassis Pool, which council may provide input to the Chassis Pool and/or the Manager on issues of interest and concern to such Contributors and Users.

6.4 Operation and Control of Terminals. The Chassis Pool developed under this Agreement will have no responsibility or authority with respect to the general operation and

control of the terminals or ancillary facilities from which it operates. The terminal or other facility owner and/or operator shall retain control of the management, operations, practices, services, and use of and/or access to its facilities, subject to any legal or contractual obligations it may have with the Pool, provided that the Pool or its vendors or subcontractors may undertake certain operational or other responsibilities with respect to Pool operation on a terminal facility.

6.5 Inland Transport. Notwithstanding any other provision hereof, this Agreement does not authorize the Parties to jointly negotiate, agree upon, or jointly contract for freight rates or charges, or other terms of the transportation of cargo to be paid by any person to rail carriers, motor carriers, or other domestic carriers for transportation within the United States; provided that the Chassis Pool may engage a motor carrier or carriers to reposition or recover Chassis within the scope of this Agreement. Agreements hereunder with an owner or operator of a Marine Terminal or Inland Intermodal Terminal with respect to siting of the Chassis Pool, or the use, license or lease of its property for the establishment or operation of the Chassis Pool, shall not be deemed to be an agreement with respect to transportation within the United States.

**Article 7: Administration, Voting, and Delegation of Authority**

7.1 Administration and Voting.

A. This Agreement may be administered and implemented by meetings, decisions, memoranda and other communications between the Parties to enable them to effectuate the purposes, or carry out the authority, of this Agreement.

B. Decisions with respect to membership herein or amendment to this Agreement shall be taken by the unanimous vote of the Ports and OCEMA. The vote and decisions of

OCEMA under this Article 7 shall be determined pursuant to the voting provisions of the OCEMA agreement.

C. Subject to Article 5.2 hereof, decisions with respect to any contract or other matter arising under Articles 5 or 6 of the Agreement regarding formation, establishment, operation or implementation of the Pool shall be taken by a vote of the Ocean Carrier Parties that are members of OCEMA. They may delegate such decisions to CCM or any Affiliate through their respective Governing Boards.

D. Decisions with respect to sharing of Agreement expenses by Parties shall be by agreement of OCEMA and the Ports; provided that an Associate Member or Marine Terminal Operator Party shall be given 45 days prior written notice before it is obligated for any Agreement expenses or before its share of such expenses are increased.

7.2 Governing Board. The Governing Board of the Chassis Pool is authorized to meet, discuss and agree upon matters relevant to the Chassis Pool, and the requirements for decisions of such Governing Board shall be determined by the applicable corporate documents governing the Chassis Pool.

7.3 Delegation of Authority. The following persons shall have authority on behalf of a Party to sign and file this Agreement, any subsequent modifications thereto, and any supporting information with the Federal Maritime Commission ("FMC") or any other governmental entities with jurisdiction over this Agreement and to respond to any requests for information from the FMC, and such persons are also authorized to delegate such authority:

1. A designated senior executive of each Party; or

2. Legal counsel for each Party or for the Agreement. Legal counsel may also function as secretary or assistant secretary of an entity formed to own the Chassis Pool and may be authorized to execute documents in such capacity.

This Agreement and any subsequent modification hereto may be executed in writing by separate counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

**Article 8: Term, Termination, Membership and Withdrawal**

8.1 Term. This Agreement shall become effective in accordance with the Shipping Act of 1984, as amended, and shall continue indefinitely thereafter unless terminated by agreement of the Parties.

8.2 Membership. In addition to the Ports, any ocean common carrier participating in any manner in the Chassis Pool (collectively "Ocean Carrier Parties") and any Marine Terminal operator participating in any manner in the Chassis Pool (collectively Marine Terminal Operator Parties") shall be eligible for membership in this Agreement. All members of OCEMA, FMC Agreement No. 202-011284, as it may be amended from time to time, shall also automatically be Parties individually to this Agreement. Membership in this Agreement shall not be construed in and of itself to establish or imply a contractual relationship between any Party and the Chassis Pool with respect to Pool Chassis, including the use, contribution, maintenance, repair, or the operation or management of the Chassis Pool, unless such a relationship has been established by a written agreement between the Party, on the one hand, and the Chassis Pool on the other.

8.3 Associate Membership. An ocean common carrier member of this Agreement that is not a member of OCEMA shall be considered an Associate Member. Associate Members may participate as Users and/or Contributors in a Chassis Pool established hereunder but shall have no right to vote on Agreement matters, including amendments to this Agreement, or to serve or vote as members of the Chassis Pool's Governing Board.

8.4 Non-Regulated Entities. Domestic water carriers, inland carriers, logistics companies, intermodal marketing companies, and other Entities not subject to the regulatory jurisdiction of the Federal Maritime Commission (the "FMC" or "Commission") pursuant to the Shipping Act of 1984, as amended (the "Act"), may participate as Users or Contributors in the Chassis Pool if permitted to do so in the discretion of the Governing Board of the Pool. Provided, however, that neither such participation nor anything herein shall confer antitrust immunity on such non-regulated Entities pursuant to Section 7 of the Act; provided further, that the inclusion of such non-regulated Entities as Users or Contributors shall not limit or affect the regulatory jurisdiction of the Commission and the antitrust immunity conferred pursuant to Section 7 of the Act for agreements and activities described in this Agreement for the Ocean Carrier Parties, Ports, and the Marine Terminal Operator Parties to this Agreement; and provided further that nothing in this Agreement shall confer a right on a non-regulated Entity to participate as a User or Contributor in the Chassis Pool absent a determination by the Governing Board of the Chassis Pool.

8.5 Withdrawal of Parties. Any Party may withdraw from this Agreement upon 30 days written notice to the other Parties hereto; provided that this right to withdraw is without

prejudice or limitation of any contractual undertaking entered into by such Party or obligation for expenses hereunder. Withdrawal from the Chassis Pool established hereunder shall be governed by the policies and procedures established for the Pool and shall not in and of itself constitute withdrawal from this Agreement.

**Article 9: Applicable Law**

Subject to the requirements of the Shipping Act of 1984, as amended, this Agreement and all provisions hereof shall be governed by the laws of the State of Maryland.

**Article 10: Non-Assignment**

A Party may not assign any of its rights or obligations under this Agreement without the prior written consent of the ocean common carrier parties that are members of OCEMA pursuant to a vote under the procedures in Article 7.

**Article 11: Miscellaneous**

In construing this Agreement, references to the singular shall include the plural and references to the plural shall include the singular, unless otherwise dictated by the context. The provisions of this Agreement are not intended, and shall not be construed, to abridge or otherwise limit any rights, privileges, or authority the Parties may have under any other agreements filed and in effect with the Federal Maritime Commission or under any provisions of the Shipping Act of 1984, as amended, or regulations promulgated thereunder.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of this 26th day of April, 2007.

Georgia Ports Authority

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

South Carolina State Ports Authority

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

A.P. Moller-Maersk A/S trading under the name of Maersk Line

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

APL Co. Pte Ltd.
American President Lines, Ltd.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

CMA CGM S.A. ("CMA CGM")

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Compania Sud Americana de Vapores, S.A.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Cosco Container Lines Company Limited

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Hamburg-Sudamerikanische
Dampfschifffahrtsgesellschaft KG

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Hanjin Shipping Co., Ltd.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Hapag-Lloyd AG

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Hapag-Lloyd USA

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Evergreen Line Joint Service Agreement
FMC No. 011982

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Hyundai Merchant Marine Co., Ltd.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Mitsui O.S.K. Lines, Ltd.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Nippon Yusen Kaisha Line

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Orient Overseas Container Line Limited
By its agent OOCL (USA) Inc.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Crowley Maritime Corporation

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Yang Ming Marine Transport Corp.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Kawasaki Kisen Kaisha, Ltd.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Atlantic Container Line

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

South Atlantic Chassis Pool Agreement
FMC Agreement No. 011980

Ocean Carrier Equipment Management Association, Inc.

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

Consolidated Chassis Management LLC

By: _____
Name: Jeffrey F. Lawrence
Title: Attorney-in-Fact

FMC Agreement No. 011980

The company identified below, through its duly authorized representative, hereby agrees to become a member of the South Atlantic Chassis Pool Agreement, FMC Agreement No. 011980, and authorizes Agreement counsel to file an amendment with the Federal Maritime Commission (and to execute on behalf of the company) adding the company as a member of the South Atlantic Chassis Pool Agreement, pursuant to the Shipping Act of 1984, as amended.

For Evergreen Line Joint Service Agreement
FMC No. 011982

C. R. [signature]

Name: ROGER CHERN

Title: D.S.V.P.

Date: APR. 18th 2007

# APPENDIX A

## PARTIES TO THE AGREEMENT

OCEAN CARRIER EQUIPMENT MANAGEMENT ASSOCIATION, INC. ("OCEMA")

CONSOLIDATED CHASSIS MANAGEMENT LLC ("CCM")

PORTS:

Georgia Ports Authority
GPA Administration Building
P.O. Box 786
Savannah, GA 31402

South Carolina State Ports Authority
PO Box 22287
Charleston, SC 29413

OTHER MARINE TERMINAL OPERATOR PARTIES:

N/A

OCEAN COMMON CARRIER PARTIES IN THEIR INDIVIDUAL CAPACITY AND AS MEMBERS OF OCEMA:

1. A.P. Moller-Maersk A/S trading under the name of Maersk Line
50, Esplanaden
DK-1098 Copenhagen, Denmark

*2. a. APL Co. Pte Ltd.

b. American President Lines, Ltd.
1111 Broadway
Floor 9
Oakland, California 94607

*Parties shall be treated as one party for all purposes under this Agreement.

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3. CMA CGM S.A. ("CMA CGM")
4, Quai D'Arenc
P.O. Box 2409
13215 Marseiles Cedex 02
France

4. Compania Sud Americana de Vapores, S.A.
Plaza Sotomayor 50
2360171 Valparaiso, Chile

5. Cosco Container Lines Company Limited
1551-1555, Chang Yang Road
Shanghai, 200090
People's Republic of China

6. Hamburg-Sudamerikanische
Dampfschifffahrtsgesellschaft KG
Willy Brandt Strasse 59
20457 Hamburg, Germany

7. Hanjin Shipping Co., Ltd.
25-11, Yoido-dong, Youngdeungpo-Ku
Seoul, Korea

*8. a. Hapag-Lloyd AG
Ballindam 25
D-20095 Hamburg, Germany

b. Hapag-Lloyd USA
401 East Jackson Street
Suite 3300
Tampa, FL 33602

9. Evergreen Line Joint Service Agreement FMC No. 011982
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

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10. Hyundai Merchant Marine Co., Ltd.
2-15th Floor, Mukyo Hyundai Building
96, Mukyo-Dong, Chung-ku
Seoul, Korea

11. Mitsui O.S.K. Lines, Ltd.
Minato-ku
Tokyo 105-91, Japan

12. Nippon Yusen Kaisha Line
3-2, Marunouchi 2-Chome,
Chiyoda-ku
Tokyo 100, Japan

13. Orient Overseas Container Line Limited
31/F, Harbour Centre
Wanchai, Hong Kong

14. Crowley Maritime Corporation
9487 Regency Square Boulevard
Jacksonville, Florida 32225

15. Yang Ming Marine Transport Corp.
271 Ming De 1st road, Chidu ,
Keelung, Taiwan 206, R.O.C.

16. Kawasaki Kisen Kaisha, Ltd.
Hibiya Central Building
2-9, Nishi-Shinbashi 1-Chome
Minato-ku, Tokyo 105-91
Japan

17. Atlantic Container Line
194 Wood Avenue South, Suite 500
Iselin, New Jersey 08830-4120

NON-OCEMA OCEAN COMMON CARRIER PARTIES:

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N/A