

GULF, CENTRAL AMERICA AND CARIBBEAN VESSEL SHARING AGREEMENT

FMC AGREEMENT NO. 011996

CURRENT EXPIRATION DATE:

NOT APPLICABLE



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ARTICLE 1 - Name of the Agreement - This Agreement shall be known as the Gulf, Central America and Caribbean Vessel Sharing Agreement.

ARTICLE 2 - Purpose - The purpose of this Agreement is to permit CSAV and CCNI to charter vessel space from one another and to utilize other related services in connection with the carriage of cargo on terms and conditions agreed to by the Parties in the trade within the geographic scope set forth in Article 4.

ARTICLE 3 - Parties to the Agreement - The Agreement is made by and between the following parties:

1. Compañía Chilena de Navegación Interoceánica S.A. ("CCNI"), a company organized under the laws of the Republic of Chile, with its principal office at Valparaiso, Chile;

2. Compañía Sudamericana de Vapores S.A. ("CSAV"), a company organized under the laws of the Republic of Chile, with its principal office at Valparaiso, Chile;

CCNI and CSAV are jointly referred to as "the Carriers" or "the Parties."

ARTICLE 4 - Geographic Scope of the Agreement - This Agreement applies to the trades, including direct service and transshipment cargoes, between ports on the Gulf Coast of the United States, Florida, and Puerto Rico, and inland and coastal points in the United States served via such ports, on the one hand, and ports in the Dominican Republic, Mexico, Guatemala, Jamaica, Haiti, Costa Rica, Honduras, El Salvador, Nicaragua, Belize, Panama, Trinidad & Tobago, Aruba, Curacao, the Caribbean Coast of Colombia and Venezuela and inland and coastal points in the aforementioned countries served via such ports, on the other hand (hereinafter referred to as the "Trade").

ARTICLE 5 - Authority

5.a. Carrier Operations

CCNI and CSAV shall transport each other's tendered cargo and/or equipment in the general cargo container service in the Trade, providing space as agreed to by the Parties. Equipment includes, without limitation, containers owned or leased by CSAV or CCNI, whether full, partially loaded or empty. The maximum vessel capacity to be operated under this Agreement shall be up to five vessels of up to 2,000 TEU each. Initially, the Carriers intend to operate three vessels, having nominal capacity of approximately 1,100 TEUs each, with two vessels to be provided by CSAV and one by CCNI. The Parties may jointly establish sailing schedules, port rotations, limits on sailings and ports, and the operating characteristics of the vessels in the service.

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5.b. Designation of Carriers as Charterers and Owners

As used herein, the Carrier utilizing space on the other's vessel shall be referred to as "Charterers". The Carrier providing space shall be referred to as "Owners."

5.c. Vessel Sharing

The Parties shall share vessel space on the ratio of two-thirds to CSAV and one-third to CCNI, provided, however, that the Parties may sell any slots from their respective allocations to each other on an *ad hoc* basis on such terms and conditions as they may agree from time to time.

5.d. No Joint Service, Pooling, Pricing or Marine Terminal

Each party hereto shall be solely and singly responsible for the performance of its duties and obligations hereunder. This Agreement is not and shall not be construed as a joint venture, partnership or unincorporated association and no Party is or shall be construed as, deemed to be or found liable for the debts or obligations of any other Party(ies). Nothing in the Agreement authorizes the Parties to discuss or agree on rates or terms to be offered or charged the shipping public or permit the Parties to pool cargo or revenue except as permitted under agreements relating to United States oceanborne commerce of which the Parties are or may become members, which agreements are filed with the FMC and effective pursuant to the Shipping Act of 1984, as amended.

5.e. Booking and Documentation

Procedures for booking vessel capacity, documentation and other administrative matters relating to chartering and transportation provided under this Agreement as well as allocation of responsibilities shall be as the Carriers may from time to time agree. Each Party may advertise the other's vessel calls as its own.

5.f. Equipment and Terminals

The Parties are authorized to interchange containers, chassis and other equipment with one another on such terms and conditions as they may from time to time agree, and to otherwise cooperate with respect to such interchange. 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 one of the Parties hereto to provide such services on the Parties' behalf. This Agreement does not authorize joint operation of a marine terminal by the Parties in the United States. The Parties shall arrange for common stevedoring and

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terminal services for all containers and cargo carried under the terms of this Agreement. Each Party shall pay and be responsible for payment of all costs and expenses associated with the cargo and containers owned, hired sub-chartered in, sub-chartered out to a non-party or operated by it, including, without prejudice to the generality of the foregoing, stevedoring, lashing (unless performed by vessel's crew) terminal expenses, wharfage, port and labor assessments (such as, any royalty, pension or trust fund payments) and other charges directly attributable to the particular cargo or containers.

5.g. Transshipment

The Parties may use space chartered under this Agreement regardless of the origin or destination of the cargo, including transshipment of cargo to or from an origin or destination which is within or outside the scope of this Agreement, whether under a through bill of lading or otherwise, using space chartered hereunder for part of the through movement involved.

5.h. Routine Operational and Administrative Matters

The Parties may discuss and agree upon such general and routine 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, changes in ownership, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, port omissions, documentation and treatment of hazardous and dangerous cargoes. The Parties shall collectively implement this Agreement by meetings, writings, or other communications between them and make such other arrangements as may be necessary or appropriate to effectuate the purposes and provisions of this Agreement.

5.i. Further Agreements

Pursuant to 46 C.F.R. §535.408, any further agreements contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters.

ARTICLE 6 - Officials and Delegations of Authority - Legal Counsel for the Parties are appointed as U.S. representatives of the Agreement and are authorized to file with the Governmental Authorities the Agreement and any amendments hereto, as well as to submit associated supporting materials.

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ARTICLE 7 - Membership, Withdrawal, Readmission and Expulsion

7.a. New Parties to this Agreement may be added with the consent of both Parties to this Agreement, provided that it is understood that this Agreement is non-exclusive and either Party may charter space to or from any other carrier in the Trade, under any separate Agreement in accordance with the Shipping Act of 1984, as amended, and regulations of the Federal Maritime Commission. The addition of any new Party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.b. Notwithstanding any other provision of this Agreement, any party may withdraw from this Agreement effective at any time after the end of the initial one year period on 120 days advance written notice, subject to the following terms and conditions:

7.b.(i) Any withdrawal shall be without prejudice to the Parties' respective accrued obligations to one another as of the date of withdrawal. In no event shall any Party be liable to another for consequential damages arising from withdrawal from this Agreement;

7. b.(ii) The withdrawing party will promptly notify the Federal Maritime Commission of its withdrawal pursuant to this Article.

ARTICLE 8 - Voting - All authority under the Agreement shall be exercised by mutual agreement of the Parties.

ARTICLE 9 - Duration and Termination

9.a. This Agreement shall remain in effect for an initial period of one calendar year from the date on which it first becomes effective under the Shipping Act of 1984, as amended, and thereafter shall remain in effect until terminated by mutual agreement or by withdrawal of all but one party.

9.b. Any Party's termination of participation shall be without prejudice to the Parties' respective accrued obligations to one another as of the effective date of the withdrawal.

9.c. In the event of the following Events of Default occurring, the party(ies) for which the Events of Default do not occur (in this clause referred to as the "Non-defaulting Party(ies)") may immediately terminate this Agreement in relation to the Party in default ("Defaulting Party"):

9.c.(i) failing to perform or observe any covenant, undertaking, condition or provision contained in this Agreement (including but not limited to failure to make any payment

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due under this Agreement) and such failure continuing for a period of ten (10) days following the service via facsimile or e-mail by the Non-Defaulting Party to the Defaulting Party of notice requiring such failure to be remedied; or

9.c.(ii) becoming bankrupt or insolvent, or appointing a receiver or liquidator or trustee or assignee in bankruptcy or insolvency, or commencement of the business under a receiver for benefit of any of its creditors, or making a general assignment for the benefit of any of its creditors, or petition being presented or convening a meeting for the purpose of considering a resolution, or other step being taken for the winding up or liquidation of the Defaulting Party (otherwise than for the purpose of a merger, amalgamation or reconstruction to the terms whereof approval in writing by the Non-Defaulting Party shall have been previously given, which shall not be unreasonably withheld), or occurring of any event similar to any of the above under the laws of the Defaulting Party's country of incorporation.

Any Party which, notwithstanding a Default by the other Party, continues to participate in the Agreement, shall not be deemed to have waived its right of immediate withdrawal under this Article, unless and until the Defaulting Party shall have cured any default in accordance with those Articles.

ARTICLE 10 - Arbitration and Governing Law

10.a. Applicable Law. The interpretation, construction and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the general maritime law of the United States and to the extent not inconsistent therewith, the law of the State of New York, provided, however, that nothing herein shall relieve the Parties of obligations to comply with the Shipping Act of 1984, as amended.

10.b. Arbitration.

Any and all differences and disputes of whatsoever nature arising out of this Agreement which cannot be resolved amicably shall be put to arbitration in the City of New York pursuant to the Rules of the Society of Maritime Arbitrators, Inc., New York ("SMA") before a panel of three arbitrators, unless the Parties to the arbitration otherwise agree. The decision of any two of the three arbitrators on any point or points shall be final and binding.

(i) Unless the Parties to the arbitration otherwise agree, the arbitrators shall be appointed as follows:

(A) Each Party shall appoint one arbitrator and the two arbitrators so chosen shall appoint a third arbitrator. If the two arbitrators fail to agree on the appointment of

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(ii) Until such time as the arbitrators finally close the hearings any Party shall have the right by written notice served on the arbitrators and on the other Party(ies) to specify further disputes or differences under this Agreement for hearing and determination.

(iii) The arbitrators may grant any relief which they, or a majority of them, deem just and equitable and within the scope of the Agreement, including but not limited to, specific performance. Awards pursuant to this Agreement may include costs, including a reasonable allowance for attorneys fees, but shall not include exemplary or punitive damages. Judgment may be entered upon any award made hereunder in any court having jurisdiction in the premises.

(iv) Notwithstanding anything to the contrary in the Agreement or in law, any Party shall have the right to apply to any Court of competent jurisdiction to obtain any pre-judgment remedy to which it may be entitled against another..

ARTICLE 11 – Notices - All notices and other communications pertaining to the Agreement, except as the Parties may otherwise provide, shall be sent by airmail, postage prepaid and addressed as follows:

COMPAÑIA CHILENA DE NAVEGACIÓN
INTEROCEÁNICA S.A.
Plaza de la Justicia, Piso 9
Valparaiso, Chile
Telex: 240486
Fax: 56-322-6984542
Attention: Atlantic Div. Line Director

COMPAÑIA SUD AMERICANA DE VAPORES S.A.
Plaza Sotomayor 50
Valparaiso, Chile
Fax: 56-322-203333
Attention: Line Manager

Priority notices and communications may be sent by fax or e-mail and confirmed by registered airmail.

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ARTICLE 12 - Assignment and Exclusivity – The Parties agree that neither Party hereto shall have the right to assign any of its rights or obligations to any third-party without the written consent of the other Party(ies) hereto, except that the Parties hereby expressly consent to any assignment or sub-charter of space obtained hereunder by any Party to its controlling parent, subsidiary, or any affiliate having at least 50% common ownership with such Party. The Charterer may sub-charter space to other unaffiliated vessel operating common carriers on a long term basis only with prior written approval of the Owner. Any *ad hoc* sub-charters by the Charterer shall be permitted only if the Owner is given no less than three business days prior notice and the opportunity to purchase such slots at the same price offered to the third party. Any such sub-charter must be duly authorized by an agreement filed at the Federal Maritime Commission, or by the regulations of the Federal Maritime Commission. This Agreement is non-exclusive and any Party may at its own discretion carry any cargo within the geographical scope of the Service on any vessel(s) belonging to it or charter space on vessel(s) other than the Vessels deployed under this Agreement.

ARTICLE 13 – Miscellaneous

13.a. Severability - If any provision of this Agreement, as presently stated or later amended 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.

13.b. Waiver - No delay or failure on the part of any Party hereto in exercising any right, power or privilege under this Agreement, or under any other documents furnished in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver or any default or acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any right, power or privilege. No waiver shall be valid against any Party hereto unless made in writing and signed by the Party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

13.c. Amendment - Any modification or amendment of this Agreement must be in writing and signed by all Parties.

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Signature - This Agreement may be executed and delivered by exchange of facsimile copies showing the signatures of each Party, and the original signatures need not be affixed to the same copy. The facsimile copies showing the signature of each Party will constitute original signed copies of the same Agreement requiring no further execution.

Dated: April 17, 2007

COMPAÑIA CHILENA DE NAVEGACIÓN
INTEROCEÁNICA S.A.

By: _____
Name: John P. Vayda
Title: Attorney

COMPAÑIA SUD AMERICANA DE VAPORES S.A.

By: Walter H. Lion
Name: Walter H. Lion
Title: Attorney

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By:

Name: Walter H. Lion
Title: Attorney