

RECEIVED

Original Title Page

2008 APR -8 11 11 AM '08

FEDERAL MARITIME COMMISSION

ELJSA / CSCL NUE SLOT CHARTER AGREEMENT

FMC No.: 012039

Effective date: 4/08/2008

Expiration date: None



TABLE OF CONTENTS

	Page
ARTICLE 1: FULL NAME OF THE AGREEMENT	1
ARTICLE 2: PURPOSE OF THE AGREEMENT	1
ARTICLE 3: PARTIES TO THE AGREEMENT	1
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT	2
ARTICLE 5: AGREEMENT AUTHORITY	2
ARTICLE 6: AGREEMENT OFFICIALS AND DELEGATIONS OF AUTHORITY	5
ARTICLE 7: MEMBERSHIP	5
ARTICLE 8: VOTING	5
ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT	5
ARTICLE 10: NON-ASSIGNMENT	6
ARTICLE 11: APPLICABLE LAW AND ARBITRATION	7
ARTICLE 12: COUNTERPARTS	7
ARTICLE 13: SEPARATE IDENTITY	8
ARTICLE 14: NO AGENCY OF PARTNERSHIP	8

ARTICLE 15: NOTICES	8
ARTICLE 16: LANGUAGE	9
ARTICLE 17: SEVERABILITY	9
ARTICLE 18: WAIVER	9
ARTICLE 19: FORCE MAJEURE	10
ARTICLE 20: AMENDMENT	10
ARTICLE 21: SIGNATURE PAGE	11

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the ELJSA / CSCL NUE Slot Charter Agreement (“Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize CSCL to charter space from ELJSA on vessels operated by ELJSA in the NUE Service.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to the Agreement (hereinafter “Party” or “Parties”) are:

- a) EVERGREEN LINE JOINT SERVICE AGREEMENT FMC # 011982
(hereinafter “ELJSA”)
Consisting of Evergreen Marine Corporation (Taiwan) Ltd., Italia Marittima S.P.A., Evergreen Marine (UK) Ltd & Evergreen Marine (Hong Kong) Ltd.
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan
- b) CHINA SHIPPING CONTAINER LINES CO., LTD.
Room A, B, C, D, Floor 27
No. 450 Fu Shan Road, Pu Dong New Area
Shanghai, China

and

CHINA SHIPPING CONTAINER LINES (HONG KONG) CO., LTD.
69/F, The Center
99 Queen’s Road Central
Central Hong Kong, China

China Shipping Container Lines Co. Ltd and China Shipping Container Lines (Hong Kong) Co. Ltd shall be treated as a single Party hereunder and referred to as "CSCL".

China Shipping Container Lines Co. Ltd and China Shipping Container Lines (Hong Kong) Co. Ltd shall be jointly and severally responsible for the performance of each of their obligations under this Agreement (or any agreements entered into pursuant hereto) and for any and all damages arising out of or resulting from by any breach of this Agreement or such Agreements by either of them

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement shall cover the trade between United States ports on the U.S. East Coast in the range of Maine to Florida and U.S. inland and coastal points served by such ports on the one hand and ports in Northern Europe in the Germany/France range, including Holland, Belgium and the United Kingdom and inland and coastal points served by such ports, on the other hand. The foregoing scope is hereinafter referred to as the "Trade".

ARTICLE 5: AGREEMENT AUTHORITY

5.1 - Slot Sale

(a) CSCL shall charter from ELJSA, space for 200 TEUs per weekly sailing on the twelve (12) vessels of between 4000 and 4500 TEUs capacity operated by ELJSA on its NUE service, between North Europe and USEC and vice versa, on such terms and conditions as

Parties may from time to time agree. Such Slot Charter shall be 200 TEU roundtrip per sailing, used or unused, at a maximum average weight of gwt 12 t per TEU, whichever is reached first.

The Parties may consult and agree on the terms and conditions of to such sale, including terms and conditions relating to the compensation to be paid for such slots. In addition, the Parties may consult and agree on the terms and conditions of ad hoc slot sales of space beyond the basic allocation, per sailing one way or roundtrip, in TEU or weight whichever is reached first, on an as available/as needed basis.

(b) CSCL may not slot charter or sub-charter to any third party any slots made available to it hereunder to any third party ocean common carrier without the prior written consent of ELJSA.

(c) CSCL shall pay for space made available to it hereunder, whether used or unused, at such slot charter rates as the Parties may from time to time agree.

(d) Out of gauge and IMO dangerous cargoes may be accepted by ELJSA on such terms as the parties may agree and compliance with and subject to written request from CSCL, compliance with IMDG rules (for IMO cargoes) and operational rules constraints of ELJSA and operational.

5.2 - Terminals, Stevedores, Ports and Suppliers

(a) The slot costs as agreed between the Parties shall not include stevedoring or other cargo handling or terminal costs including overtime, guarantee and stand-by time, all of which shall

be the responsibility of CSCL. As terminal costs do not form part of this Agreement, CSCL is to negotiate separately with the Terminal Operators for the individual terminal contracts.

Overtime, guarantee and stand-by time which is not included in the CSCL terminal contracts, but, rather, which is being invoiced directly to the ELJSA, will be shared on a pro rata basis.

(b) CSCL shall bear all costs associated with its own chassis fleet in the United States together with any assessments, royalties, wharfage dues and any other costs linked to its cargo and containers.

5.3 - Miscellaneous

The parties may 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, their respective rights, change in ownership, insolvency, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, insurance, liabilities, claims, indemnification, consequences for delays, port omissions, documentation, and treatment of hazardous and dangerous cargoes.

5.4 - Implementation

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.

ARTICLE 6: AGREEMENT OFFICIALS AND DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

- (i) Any authorized officer of each of the Parties; and
- (ii) Legal counsel for each of the Parties.

ARTICLE 7: MEMBERSHIP

Any additional Parties may be added to this Agreement subject to the unanimous consent of all the Parties hereto.

ARTICLE 8: VOTING

All actions taken pursuant to this Agreement shall require unanimous agreement of the parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1. This Agreement shall take effect that later of the date it becomes effective under the Shipping Act of 1984 as amended or the eta Westbound of the EVER REACH Voyage 0317-07610 at Antwerp on 12 April 2008 and the eta Eastbound of the EVER DIAMOND Voyage 0321-0810 at Charleston 27 April 2008.

This Agreement shall continue for a minimum period of one (1) year from the date of the aforesaid sailings.

Thereafter the Agreement shall remain in force indefinitely:

(1) unless terminated by one Party giving the other Party a three (3) month prior written notice of termination. The first such notice of termination shall not be given prior to nine (9) months from the date of the first sailing from the first port of call under this Agreement in the Westbound direction.

(2) unless terminated upon written notice with immediate effect for default by one of the Parties which remains uncured for a period of thirty (30) days after written notice thereof has been received by the defaulting Party or,

3) or unless terminated by the unanimous agreement of the Parties.

9.2. Termination

a) The FMC shall be promptly notified in writing of the termination of this Agreement.

b) No indemnity will be owed between the Parties as a consequence of a termination notice given in accordance with above stipulations as per clause 9.1.(1) and 9.1.(3).

c) The termination of this Agreement pursuant to this Article shall not terminate or otherwise affect any accrued obligations of one Party to the other Party under this Agreement which have arisen prior to such termination.

ARTICLE 10: NON-ASSIGNMENT

CSCL shall not assign all or any part of its rights or delegate all or any part of its obligations under this Agreement to any other person or entity without the prior written consent of ELJSA.

ARTICLE 11: APPLICABLE LAW AND ARBITRATION

The interpretation, construction and enforcement of this Agreement shall be governed by and construed exclusively in accordance with the law of England, except that nothing shall relieve the Parties of their obligation to comply with the Shipping Act of 1984, as amended.

All disputes or differences arising under this Agreement which cannot be amicably resolved shall be referred to arbitration in England in accordance with the Arbitration Act 1996 together with LMAA (London Maritime Arbitration Association) terms.

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 any Party or Party should so request, a panel of three arbitrators shall be appointed. Should there be no agreement on the appointment within the said 21 days, then the LMAA President will appoint a single/sole arbitrator (or a panel of three arbitrators, as appropriate) at the request of any Party or Party.

The Parties further agree that where the amount in dispute is US\$ 100,000 or less, the arbitration will proceed on a documents and written submission basis only. However, oral evidence will be allowed at the discretion of the arbitrator(s)

ARTICLE 12: COUNTERPARTS

This Agreement and any future amendments hereto may be executed in counterparts. Each such counterpart shall be deemed an original, and all together shall constitute one and the same agreement.

ARTICLE 13: SEPARATE IDENTITY

Each Party shall retain its separate identity and shall have separate sales, pricing and to the extent applicable, separate marketing function. Each Party shall issue its own bills of lading.

ARTICLE 14: NO AGENCY OR PARTNERSHIP

This Agreement does not create and shall not be interpreted as creating any partnership, joint venture or agency relationship between the parties, or any joint liability under the law of any jurisdiction.

ARTICLE 15: NOTICES

All notices required to be given in writing, unless otherwise specifically agreed, shall be sent by registered mail or courier services to the following addresses:

a) EVERGREEN LINE JOINT SERVICE AGREEMENT FMC # 011982
(hereinafter "ELJSA")
Consisting of Evergreen Marine Corporation (Taiwan) Ltd., Italia Marittima S.P.A., Evergreen Marine (UK) Ltd & Evergreen Marine (Hong Kong) Ltd.
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

b) CHINA SHIPPING CONTAINER LINES CO., LTD.
Room A, B, C, D, Floor 27
No. 450 Fu Shan Road, Pu Dong New Area
Shanghai, China

and

CHINA SHIPPING CONTAINER LINES (HONG KONG) CO., LTD.
69/F, The Center
99 Queen's Road Central
Central Hong Kong, China

ARTICLE 16: LANGUAGE

This Agreement and all notices, communications or other writings made in connection therewith shall be in the English language. Neither Party shall have any obligation to translate such matter into any other language and the wording and meaning of any such matters in the English language shall govern and control.

ARTICLE 17: 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.

ARTICLE 18: 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 either 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.

ARTICLE 19: FORCE MAJEURE

If due to circumstances beyond the control of the Parties hereto, such as but not limited to war, whether declared or not, hostilities or the imminence thereof, act of public enemies, restraint of princes, rulers or people, compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban or other events which render performance of this Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but (subject always to the various provisions for termination of this Agreement) 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 this Agreement be wholly suspended for a period exceeding 60 calendar days from the date of commencement of such suspension, this Agreement shall terminate.

ARTICLE 20: AMENDMENT

Any modification or amendment of this Agreement must be in writing and signed by both Parties.

ARTICLE 21: SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of this 7th day of April, 2008.

CHINA SHIPPING CONTAINER LINES CO., LTD.

By: _____
Name:
Title:
Date:

CHINA SHIPPING CONTAINER LINES (HONG KONG) CO., LTD.

By: _____
Name:
Title:
Date:

EVERGREEN LINE JOINT SERVICE
AGREEMENT FMC # 011982

Consisting of the following:

EVERGREEN MARINE CORPORATION
(TAIWAN) LTD.

By: Paul M. Keane
Paul M. Keane
Attorney-in-Fact
Date: April 7, 2008

ITALIA MARITTIMA S.P.A.

By: Paul M. Keane
Paul M. Keane
Attorney-in-Fact
Date: April 7, 2008

EVERGREEN MARINE (UK) LTD.

By: Paul M. Keane
Paul M. Keane
Attorney-in-Fact
Date: April 7, 2008

EVERGREEN MARINE (HONG KONG) LTD.

By: Paul M. Keane
Paul M. Keane
Attorney-in-Fact
Date: April 7, 2008

RECEIVED
2008 APR 30 PM 1:32
FEDERAL MARITIME COMMISSION

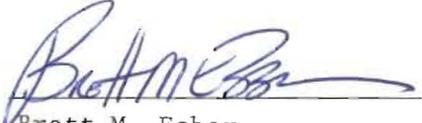
ARTICLE 21: SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents as of this _____ day of April, 2008.

CHINA SHIPPING CONTAINER LINES CO., LTD.

By: 
Name: Brett M. Esber
Title: Attorney-in-Fact
Date:

CHINA SHIPPING CONTAINER LINES (HONG KONG) CO., LTD.

By: 
Name: Brett M. Esber
Title: Attorney-in-Fact
Date:

EVERGREEN LINE JOINT SERVICE
AGREEMENT FMC # 011982

Consisting of the following:

EVERGREEN MARINE CORPORATION
(TAIWAN) LTD.

ITALIA MARITTIMA S.P.A.

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

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

EVERGREEN MARINE (UK) LTD.

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