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FEDERAL MARITIME COMMISSION

CMA CGM/ MAERSK LINE SPACE CHARTER, SAILING AND
COOPERATIVE WORKING AGREEMENT
ASIA TO USEC AND PNW-SUEZ/PNW & PANAMA LOOPS

FMC AGREEMENT NO. 012057

A Space Charter, Sailing and Cooperative Working Agreement

Expiration Date: None



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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the CMA CGM/Maersk Line Space Charter, Sailing and Cooperative Working Agreement Asia to USEC and PNW-Suez/PNW & Panama Loops (“Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the parties to share vessels with one another in the Trade (as hereinafter defined) and to authorize the parties to enter into cooperative working arrangements in connection therewith.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are:

1. CMA CGM S.A. (“CMA CGM”), acting on its own behalf and on behalf of its wholly owned subsidiaries and affiliates listed in Exhibit A hereto
4, Quai d’Arenc
13235 Marseille Cedex 02
France
2. A.P. Møller-Maersk A/S trading under the name of Maersk Line (“Maersk Line”), acting on its own behalf and on behalf of its wholly owned subsidiaries and affiliates listed in Exhibit A hereto
Esplanaden 50
1098 Copenhagen K
Denmark

CMA CGM and Maersk Line are hereinafter referred to individually as a “Party” and jointly as “Parties.” In addition, each Party may be referred to as a “Vessel Provider” when operating one of the vessels deployed hereunder, or as “Slot User” when taking space on a vessel provided by the other Party.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of the Agreement shall extend to the trade between ports in the People's Republic of China (including Hong Kong) and Singapore, Korea, Japan, Panama, Morocco and the West Coast of Canada on the one hand, and ports on the East and West Coasts of the United States, on the other hand. All of the foregoing is hereinafter referred to as the "Trade."

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Vessels and Loops. (a) Initially, the Parties shall operate two loops, as described below. The Parties may, by unanimous agreement, change the description of the vessels to be deployed in one or both loops.

(b) Loop 1/The Suez/PNW Loop shall operate between southern and central China, Hong Kong, Japan, Singapore, Morocco, Korea, Canada and the East and West Coasts of the United States. Initially, the Parties shall deploy thirteen (13) vessels in Loop 1, with such vessels having an agreed declared capacity of 6,250 TEUs/59,375 tons (at 9.5 MT per TEU) each and 500 reefer plugs. CMA CGM shall provide six (6) vessels to Loop 1 and Maersk Line shall provide seven (7) vessels. The Parties are authorized, without further amendment, to increase the size of the vessels deployed in Loop 1 up to approximately 8,500 TEUs nominal capacity.

(c) Loop 2/The Panama Loop shall operate between northern and central China, Korea, Panama and the East Coast of the United States. Initially, the Parties shall deploy eight (8) vessels in Loop 2, with such vessels having an agreed declared

capacity of 4,300 TEUs/40,850 tons (at 9.5 MT average gross weight per TEU) for Maersk Line's vessels and 4,500 TEUs/42,750 tons (at 9.5 MT average gross weight per TEU) for CMA CGM's vessels and 300 reefer plugs. Each Party shall provide four (4) vessels to Loop 2. The Parties may agree on a reduction in declared vessel capacity if such reduction is needed to transit the Panama Canal.

(d) The Parties are authorized to discuss and agree on the ports to be called, port rotation, and scheduling of the service to be provided by each of the Loops. Any seasonal cancellation of sailings shall require the unanimous agreement of the Parties, which agreement shall not be unreasonably withheld.

(e) Each Party shall be responsible for the costs of the vessels it provides hereunder, including phasing-in and phasing-out of the vessel (which shall include the transshipment cost of moving containers from a vessel being phased out to another vessel); provided, however, that where phasing-in or phasing-out of a vessel is due to force majeure, then each Party shall bear the financial responsibility related to its own cargo and containers. The Parties are authorized to discuss and agree on rules and procedures to be followed in the event of drydocking and/or vessel repairs, both planned and unplanned.

(f) Adherence to the long-term schedule shall be the responsibility of the Vessel Provider, and the Slot User shall cooperate by adhering to the terms of this Agreement. If adherence to the long-term schedule is impossible for reasons beyond the reasonable control of a Vessel Provider, the Parties shall meet and agree to a revised port rotation, taking into account the legitimate interests of each Party in the affected

Loop. Should a specific vessel delay necessitate *ad hoc* rescheduling measures, the Vessel Provider shall propose a rescheduling plan for discussion with the other Party, which may include one or several port omissions. In the event the Parties do not reach agreement on *ad hoc* rescheduling measures, then the Vessel Provider shall decide on such measures, always trying to mitigate the burden of such measures on the Parties.

(g) Except as otherwise provided in this Article 5.1(g), the Vessel Provider will be responsible for the material deviation of a vessel from the long term schedule and will be responsible to arrange at its cost for the transshipment and feeding (which may be by means of the next vessel) of the cargo and containers of the affected Slot User on board said vessel prior to the announcement of the *ad hoc* port omission. For export cargo from the omitted port(s) the Vessel Provider will compensate the Slot User based on the average of the Slot User's liftings on the last three sailings from the omitted port, save that the Slot User shall not receive compensation insofar as the Slot User is able to utilise the slots it would have used at the omitted port(s) at subsequent ports, before commencing the transit of the Suez (Loop 1) or Panama (Loop 2) canals, or the trans-Pacific leg. The Vessel Provider shall have no other responsibility for compensation to the Slot User whatsoever. The compensation shall be by space on subsequent sailings or payment at the slot release price, or a combination of both, by agreement. Notwithstanding the foregoing, the Vessel Provider shall not be responsible to the Slot User for port omissions in the following circumstances:

- (i) Berth congestion at the omitted port was anticipated to incur a delay of 48 hours or more;

- (ii) Closure of the port or incapacity to operate the vessel in the port due to bad weather or strikes of any terminal service providers or unavailability of terminal equipment anticipated to incur a delay of 48 hours or more: or
- (iii) Save as modified by (ii) above, any lawful deviation such as saving or attempting to save life or property or any force majeure event as defined herein. A Vessel Provider claiming a force majeure event shall exercise reasonable commercial endeavours to overcome the consequences of such event.

(h) It is the duty of the Vessel Provider to guarantee the availability of the slot and reefer plug allocations of the Slot User at any time during each voyage, even if this means a reduction of the Vessel Provider's own slot allocation and/or reefer plug allocation, save where a reduction in the actual capacity of a vessel has been caused by a force majeure event or draft restriction (other than Panama Canal-related restrictions, which are addressed under Article 5.1(c)), in which case the Parties shall share available slots (in case of force majeure affecting the availability of slots) or weight (in case of draft restrictions) and, if necessary, only in case of force majeure affecting the availability of reefer plugs, reefer plugs in proportion to their respective allocations as set forth in Article 5.2 hereof. The Parties are authorized to discuss and agree upon rules and procedures to be followed when containers are shut-out, both when due to the fault of the Vessel Provider and when not due to such fault.

5.2 Space Allocation. (a) Space on both loops shall be allocated to the Parties in proportion of their contribution of TEU capacity in each Loop, resulting in the following allocations per roundtrip voyage:

Loop 1	<u>Line</u>	<u>TEUs/Tons</u>	<u>Reefer Plugs</u>
	CMA CGM	2884/27,398	231
	Maersk Line	3366/31,977	269

The Parties may agree to adjust the foregoing Loop 1 allocations on particular sailings to maintain the proportional allocation over the course of a vessel cycle.

Loop 2	<u>Line</u>	<u>TEUs/Tons</u>	<u>Reefer Plugs</u>
		On CMA CGM vessels	
	CMA CGM	2301/21,859.50	153
	Maersk Line	2199/20,890.50	147
		On Maersk Line vessels	
	CMA CGM	2199/20,890.50	153
	Maersk Line	2101/19,959.50	147

The Parties may agree to proportional adjustments and/or reductions in the foregoing Loop 2 allocations as necessary for crossings of the Panama Canal. The Parties may also agree to adjust these allocations if the Parties' vessels are declared as having different capacities.

(b) For purposes of this Agreement, a 20-foot container shall be considered as one TEU, and 40-foot, 40HC and 45HC containers shall all be considered as two TEUs.

(c) There shall be no structural slot exchanges or structural slot purchases between Loop 1 and Loop 2, and each Loop shall always be considered independently (except as provided in Article 5.3).

(d) Slot allocations may be used in slots or weight (based on 9.5 tons per TEU),

whichever is reached first. In the event the Vessel Provider discovers that the Slot User is departing from any port with total loadings in excess of that Slot User's allocation (either in slots or weight), the Vessel Provider may require such Slot User to discharge containers at that or any of the following ports until the Slot User is within its slot allocation (including any *ad hoc* purchases). All costs, losses, expenses and delays whatsoever, including extra fuel to make up time, shall be for the account of the Slot User with excess loadings.

(e) Except as otherwise provided herein, the Vessel Provider may exceed its slot allocation free of charge if such excess loadings are within the capacity of the vessel or are made within the unused slots of the Slot User, it being understood that the Vessel Provider must at all times comply with Article 5.1(h) hereof.

(f) Each Party may use space within its allocation for intra-regional moves, which moves shall always be subject to applicable law, operational constraints, scheduling, and the reasonable discretion of the Vessel Provider.

(g) The Parties are authorized to sell/purchase space from their respective allocations to/from one another on such terms as they may agree from time to time.

(h) Use of reefer plugs shall be subject to a surcharge payable to the Vessel Provider, the amount of which shall be agreed by the Parties from time to time.

(i) No Party may subcharter slots to any third party without the prior written consent of the other Party. Any such third party must be a vessel-operating carrier. Notwithstanding the foregoing, any Party may always sub-charter space to its wholly owned vessel operating affiliates or subsidiaries (listed in Exhibit A hereto). Any

affiliate or subsidiary of a Party receiving space hereunder may not sub-charter that space to any third-party ocean common carrier without the prior written consent of the Party. Any Party sub-chartering slots shall remain fully responsible and liable to the other Party for the due performance and fulfillment of this Agreement by persons to whom slots are sub-chartered. When a Party's subcharter in the Trade, excluding those to affiliates or subsidiaries, terminates for any reason, that Party shall give the other Party a right of first refusal with respect to slots freed by such termination that are not required by that Party for its own use.

5.3 In the event of an imbalance in the contribution of slots hereunder for any reason whatsoever (including, but not limited to, force majeure, agreed seasonal cancellation of sailings, and phase-in or phase-out for drydocking or repairs), the Parties shall account to each other for slot contribution imbalance, either in cash or by offering slots on other sailings, as agreed. In exceptional cases of slot contribution imbalance, compensating slots may be transferred between Loop 1 and Loop 2, if the Parties so agree. The Parties are authorized to discuss and agree upon procedures with respect to the settlement of slot provision imbalances including, but not limited to, the price of slots.

5.4 The Parties are authorized to discuss and agree on rules relating to the acceptance of dangerous, breakbulk and out-of-gauge cargoes.

5.5 Any Party intending to enter into any regular and/or permanent slot charter or slot exchange agreement (whether purchasing and/or selling slots), rationalization, or other cooperative container shipping arrangement on any new

services to be established with any other carrier in the Trade, shall first offer such opportunity to the other Party.

5.6 The Parties are authorized to discuss and agree upon the terminals to be called by the vessels operated hereunder. Terminals shall be selected on the basis of such objective operational criteria as the Parties may agree from time to time, and will also take into account any financial interest of a Party in a terminal. The Parties may agree to negotiate and/or sign terminal arrangements jointly or separately at some or all of the terminals utilized by vessels operated under this Agreement. As far as practicable, each Party shall be invoiced directly by the terminal operator. Common terminal charges (as defined by the Parties) shall be shared by the Parties based on their *pro rata* throughput in each port, unless otherwise agreed.

5.7 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions.

5.8 The parties are authorized to 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; stowage planning; record-keeping; responsibility for loss or damage; general average; insurance; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; and force majeure.

5.9 Pursuant to 46 C.F.R. § 535.408(b), any further agreement 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.

5.10 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 a Party; and
- (ii) Legal counsel for a Party.

ARTICLE 7: VOTING

Except as otherwise provided herein, all actions taken pursuant to this Agreement shall be by unanimous agreement of the Parties.

ARTICLE 8: DURATION AND TERMINATION OF AGREEMENT

8.1 This Agreement shall become effective on the date it is effective under the U.S. Shipping Act of 1984, as amended, and shall continue indefinitely. The Parties shall agree in writing on the commencement date of operations, which shall be the earlier of the actual date of sailing of Loop 1 and Loop 2. Any Party may terminate

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CMA CGM/Maersk Line Space Charter,
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Suez/PNW & Panama Loops
FMC Agreement No. 012057-001
First Revised Page No. 11

this Agreement on not less than six (6) months written notice to the other Parties; provided, however, that any such notice given less than thirty (30) months after the commencement date of this Agreement will not begin to run until the completion of thirty (30) months. Unless otherwise agreed, this Agreement will remain in force until the completion of all the roundtrip voyages included in the current thirteen or eight vessel cycle for each Loop which is in progress at the time such notice to terminate would otherwise have taken effect.

8.2 Notwithstanding Article 8.1 hereof, this Agreement may be terminated at any time by the mutual agreement of the Parties.

8.3 Notwithstanding Article 8.1 hereof, if following the outbreak of war (whether declared or not) or hostilities or the imminence thereof, or riot, civil commotion, revolution or widespread terrorist activity, any Party is of the opinion that the events will render the performance of the Agreement hazardous or wholly or substantially imperilled, such Party may terminate this Agreement upon not less than one (1) month prior notice to the other Party.

8.4 Notwithstanding Article 8.1, if any Party, (the affected Party) is prevented by Government intervention (not caused by the contractual obligations of the affected Party to that government) or decree or by law from continuing in the Trade, or if its/their performance becomes illegal and the remaining Party considers that the absence of the affected Party will substantially prejudice the continued viability of the service, then the Agreement shall be terminated with immediate effect.

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8.5 Notwithstanding Article 8.1, if at any time during the term of this Agreement there shall be a change in control of a Party (the affected Party) and the other Party is of the opinion, arrived at in good faith, that such change in control is likely to materially prejudice the cohesion or viability of the Agreement, then such other Party may, within six (6) months of becoming aware of such change in control, give not less than three (3) months prior notice of termination of this Agreement. For the purposes of this clause “change in control” of a Party shall include: (i) the possession, directly or indirectly, by any person or entity other than as presently exists, of the power to direct or cause the direction of the management and policies of the parent or the affected Party, whether by the ownership and rights of voting shares, by contract, or otherwise; or (ii) the ownership by the parent of less than 51% of the equity interest or voting power of the affected Party.

8.6 Notwithstanding Article 8.1, if at any time during the term of this Agreement any Party (the affected Party):

- (i) is dissolved
- (ii) becomes insolvent or fails to pay its debts as they become due
- (iii) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (iv) has a winding-up order made against it or enters into liquidation, whether voluntary or compulsorily;
- (v) seeks or becomes the subject of the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;

- (vi) is affected by any event of act similar or under which the applicable laws of the jurisdiction where it is constituted has an analogous effect to any of those specified in sub clauses (i) or (ii) above;
- (vii) takes any action in furtherance of any of the foregoing acts (other than for the purpose of the consolidation, reconstruction or amalgamation or previously approved in writing by the other Party);

and the other Party is of the opinion that:

- (i) such event or occurrence is or may be materially detrimental to the service; or
- (ii) sums that may be owed (other than those that would be considered disputed in good faith) may not be paid or have not been paid in full or that their payment may be delayed,

then the other Party may give notice to the affected Party terminating this Agreement with immediate effect.

8.7 Upon the termination of this Agreement for whatever cause:

- (a) a final calculation shall be carried out of the amount due (if any) under this Agreement and any amount due to be paid within 30 days of the date of termination if not otherwise due for payment at an earlier time;
- (b) the carriage of cargoes already lifted shall be completed by the Vessel Provider by due delivery at the port of discharge;
- (c) the Parties shall continue to be liable to one another in respect of all liabilities and obligations accrued prior to termination.

Any notice of termination served under this Agreement shall be sent in writing by registered mail to the address set out in Article 10.6 below.

ARTICLE 9: APPLICABLE LAW AND DISPUTE RESOLUTION

9.1 This Agreement, and any matter or dispute arising out of this Agreement, shall be governed and construed in accordance with the laws of England except that nothing shall relieve the Parties of their obligation to comply with the US Shipping Act of 1984, as amended.

9.2 Any dispute or difference arising out of or in connection with this Agreement which cannot be resolved amicably shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Article 9. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced, unless when the amount in dispute is less than USD \$100,000, in which case the LLMA Small Claim Procedure shall apply. The reference shall be to three arbitrators and the provisions of English law and the LMAA Terms shall apply to their appointment. Each party will be responsible for the fees of its arbitrator. The Parties may agree in writing to instead appoint a sole arbitrator.

9.3 Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement. In the case of a dispute or difference in respect of which arbitration has been commenced, the following shall apply:-

- (a) A party to the reference may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party or

Parties to the reference of a written notice (the "Mediation Notice") calling on the others to agree to mediation.

(b) The other party to the reference shall within 14 calendar days of receipt of the Mediation Notice either reject the offer to mediate or confirm that they agree to mediation, in which latter case the Parties to the reference shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of any party to the reference a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties to the reference may agree or, in the event of disagreement, as may be set by the mediator.

(c) If any party to the reference does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties to the reference.

(d) The mediation shall not affect the right of a party to the reference to seek such relief or take such steps as it considers necessary to protect its interest.

(e) Each party to the reference may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(f) Unless otherwise agreed or specified in the mediation terms, each party to the reference shall bear its own costs incurred in the mediation and the parties to the reference shall share equally the mediator's costs and expenses. (g) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

9.4 The Parties shall keep confidential all awards made, together with all materials in the proceedings created for the purpose of the arbitration, and all other documents produced by another Party in the proceedings not otherwise in the public domain- save and to the extent that disclosure may be required of a Party by legal

duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a court or other competent judicial authority.

ARTICLE 10: MISCELLANEOUS

10.1 No Party shall assign or transfer its rights or obligations under this Agreement either in part or in full to any third party, company, firm or corporation without the prior written consent of the other Party, which consent may be withheld for any reason.

10.2 If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational, then said provision(s) shall cease to have effect between the Parties but only to the extent of such invalidity, illegality or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

10.3 Parties shall at all times be compliant with mandatory applicable U.S. federal and state laws and regulations in force during the course of this Agreement. Any consequence to this Agreement resulting from the non-compliance of a Party with such laws and regulations will be borne in full by that Party.

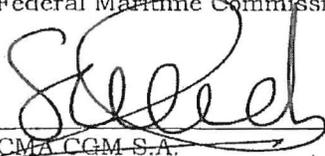
10.4 No variation or waiver of any of the provisions of this Agreement and no agreement concluded pursuant to any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the Parties.

CMA CGM/Maersk Line Space Charter,
Sailing and Cooperative Working
Agreement Asia to USEC and PNW-
Suez/PNW & Panama Loops-
FMC Agreement No. 012057-001

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed this 30TH day of January, 2009,
to amend this Agreement as per the attached pages and to file same with the U.S.

Federal Maritime Commission.



CMA CGM S.A.

Name:

Title:

02/02/09

A.P. Møller-Maersk A/S

Name:

Title:

A.P. Møller-Maersk A/S

Name:

Title:

CMA CGM/Maersk Line Space Charter,
Sailing and Cooperative Working
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Suez/PNW & Panama Loops-
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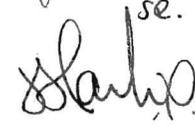
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed this 30th day of January, 2009,
to amend this Agreement as per the attached pages and to file same with the U.S.
Federal Maritime Commission.

CMA CGM S.A.
Name:
Title:



A.P. Møller-Maersk A/S.
Name: J.P. DeLoren
Title: se. y.



A.P. Møller-Maersk A/S
Name: D. MARIN
Title: V.P.

CMA CGM/Maersk Line Space Charter,
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Exhibit A

Affiliates or Subsidiaries (at the start of the Agreement). Any newly acquired company will be added to this list.

CMA CGM SA

ANL Container line Pty Limited
ANL Singapore Pte Ltd
CHENG LIE NAVIGATION CO., Ltd
COMANAV
DELMAS S.A.A
MAC ANDREWS & Co Ltd
US LINES Ltd

MAERSK LINE

Safmarine Container Lines

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