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FEDERAL MARITIME COMMISSION

NAME: "K" LINE, PIL AND WHS TRANSPACIFIC CHARTER AGREEMENT

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT, SLOT ALLOCATION
AGREEMENT AND VESSEL CHARTER AGREEMENT

FMC NO.: 012062

EFFECTIVE DATE: Feb 20, 2009

EXPIRATION DATE: NOT APPLICABLE



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1- Full Name of Agreement.....	2
2 – Purpose of Agreement	2
3 – Parties to Agreement	2
4 - Geographic Scope of the Agreement	3
5 – Overview of Agreement Authority	3
6 – Officials of the Agreement and Delegations of Authority.....	4
7 – Membership, Withdrawal, Readmission and Expulsion.....	4
8 – Voting	4
9 – Duration and Termination of the Agreement	5
Signature Page	

ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this agreement is the “K” LINE, PIL AND WHS TRANSPACIFIC CHARTER AGREEMENT (“the Agreement”).

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to permit the Parties as defined in Article 3, to cross charter space on vessels and to utilize other related equipment 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

This Agreement is made by and between the following parties hereinafter (“Parties”)

1. Kawasaki Kisen Kaisha, Ltd. (“K” Line)
Hibiya Central Bldg., 2-9, Nishi-Shinbashi
1-Chome, Minato-ku
Tokyo 105-8421, Japan
2. Pacific International Lines (PTE) Ltd. (“PIL”)
140 Cecil Street, #03-00
PIL Building
Singapore 069540
3. Wan Hai Lines (Singapore) PTE. Ltd. (“WHS”)
10 Hoe Chiang Road, #25-01
Keppel Towers
Singapore 089315

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement shall cover the following geographic area, including all inland and coastal points, subject to the limitations on joint activities set forth in Article 5. This geographic scope is hereinafter referred to as the "Trade".

This Agreement shall cover the operation of vessels and the carriage of containerized cargo via direct service or transshipment between the following ports:

All ports in Japan, Korea, People's Republic of China, Hong Kong, Taiwan and Republic of Singapore and the United States of America.

The Parties agree that nothing contained in above paragraph shall preclude any Party from utilizing their respective allocations under this Agreement for the carriage of cargo originating from or destined to areas outside the Trade, but does not authorize any cooperation between the parties regarding such cargo .

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 The Parties are authorized to charter space in the Agreement Trade on an ad hoc basis, up to the full reach of a vessel, or vessels owned, chartered, or managed by it, or space available to the parties under agreements with other carriers, on such terms and conditions as the Parties may agree from time to time. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon their space requirements and the availability of such space in vessels owned, chartered, or managed by the Parties, the place and timing of the provision of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements; all matters relating to the transshipment of cargo moving under this Agreement, on vessels provided by the Parties or by other carriers; other administrative matters relating to chartering and transportation provided under this Agreement; and the terms and conditions for the use or interchange of equipment useful in the carriage of cargo in the Trade covered by this Agreement. Initially, five vessels of minimum loadable capacity of 5200 Teu will be subject to this Agreement; three "K" Line vessels, one WHS vessel, and one PIL vessel.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire (expressed either as a fixed sum or as a percentage of freight) as the Parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.3 The Parties are authorized to discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators and any person relating to marine terminal, stevedoring or other shoreside services. Nothing herein, however, shall authorize the Parties jointly to operate a marine terminal in the United States.

5.4 The Parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.5 The Parties are authorized to enter into agreements concerning routine operational or administrative matters to implement the foregoing. Any further agreement which does not concern operational or administrative matters cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY

The following shall have the authority to file this Agreement and any modification hereto and to delegate same;

- (a) any authorized officer or official of each party;
- (b) legal counsel for each party.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Any party hereto may resign upon giving written notice of at termination at least ninety (90) days' prior to each years expiry date unless otherwise mutually agreed. Each years expiry date shall be the annual anniversary of the Effective Date as defined in Article 9 hereof.

ARTICLE 8: VOTING

Not applicable.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

The FMC Agreement shall become effective on the date of the first phase in port, (but no earlier than its effective date under the Shipping Act of 1984, as amended), which is tentatively agreed as in/around the beginning of March 2009; hereinafter referred to as the "Effective Date", unless otherwise mutually agreed. The Agreement shall remain in force for a minimum period of one (1) year starting from the Effective Date. Thereafter, the Agreement will automatically renew for successive periods of one (1) year after each annual expiry date (i.e. the annual anniversary of the "Effective Date" as specified herein) unless any Party gives to the other a written notice of termination at least 90 days prior to each year's expiry date, unless otherwise mutually agreed.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 19th day of February, 2009.

KAWASAKI KISEN KAISHA, LTD. ("K" LINE)
FMC Carrier Number: 001466

By: 
Name: J. P. Meade
Title: V. P.-Law, "K" Line America, Inc.
General Agent for "K" Line

PACIFIC INTERNATIONAL LINES (PTE) LTD. ("PIL")
FMC Carrier Number: 008170

By: 
Name: J. P. Meade
Title: V. P.-Law, "K" Line America, Inc.
General Agent for "K" Line

WAN HAI LINES (SINGAPORE) PTE. LTD. ("WHS")
FMC Carrier Number: 019942

By: 
Name: J. P. Meade
Title: V. P.-Law, "K" Line America, Inc.
General Agent for "K" Line