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 ORIGINAL

CMA CGM / CSAV  
VICTORY BRIDGE  
VESSEL SHARING AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. 012103-003  
(Third Edition)

Expiration Date: None



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**ARTICLE 1:**            **FULL NAME OF THE AGREEMENT**

The full name of this Agreement is the CMA CGM / CSAV Victory Bridge Vessel Sharing Agreement (hereinafter referred to as the "Agreement").

**ARTICLE 2:**            **PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to authorize the parties to share vessels in the Trade (as hereinafter defined).

**ARTICLE 3:**            **PARTIES TO THE AGREEMENT**

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

1.        CMA CGM S.A., acting on its own behalf and on behalf of its wholly-owned subsidiaries and affiliates ("CMA CGM")  
4, Quai d'Arenc  
13235 Marseille Cedex 02  
France
  
2.        Compañía Sud Americana de Vapores S.A., on its own behalf and on behalf of its wholly-owned subsidiaries and affiliates ("CSAV")  
Plaza Sotomayor 50, PO Box 49  
2362335 Valparaíso  
Chile

Each Party may be referred to as a "Vessel Provider" when operating one of the vessels deployed hereunder or as a "Slot User" when taking space on a vessel provided by the other Party.

**ARTICLE 4:**            **GEOGRAPHIC SCOPE OF THE AGREEMENT**

The geographic scope of this Agreement is the trade between ports and

inland and coastal points served via such ports in the (a) North Europe (North Cape, Norway to Bayonne, France range, including the United Kingdom) and ports (b) on the Atlantic and Gulf Coasts of the United States (Eastport, Maine to Brownsville, TX range) and (c) ports on the Gulf / Caribbean Coast of Mexico (the "Trade").

**ARTICLE 5: AGREEMENT AUTHORITY**

**5.1 Vessels, Port Rotation and Scheduling**

(a) The Parties shall operate six (6) vessels, each with a nominal capacity of 3500 TEUs and an agreed operational practical capacity of 2,760 TEUs at an average weight of 12 metric tons gross per TEU with an agreed declared reefer capacity of 400 plugs, and with an average service speed of 15 knots at scantling draft, and vessels shall be able to perform 20 knots. A Party may provide vessels that are larger or smaller than set forth above, provided that the Slot User's allocation of TEUs, weight and reefer plugs are guaranteed on the basis of above agreed description and that schedule integrity is not impaired. The Parties shall coordinate with respect to the phasing-in of vessels, which shall occur at Le Havre unless otherwise mutually agreed and with respect to the phasing-out of vessels, which shall occur in the last port of discharge in North Europe unless otherwise mutually agreed. Vessel Provider shall bear the phase-in/phase-out

costs of the vessel(s) it provides, except when the phase-in/phase-out is due to force majeure circumstances, in which case the Slot User shall bear financial responsibility towards omission of port and not towards partial or full omitted sailing, related to its own cargo and containers. Parties may replace vessel(s) for own purposes subject to the replacement's compliance with the agreed operational practical capacity and that the port coverage remains unaltered otherwise the replacement shall be subject to mutual agreement.

(b) The Parties shall discuss and agree on the ports to be served by vessels operated under this Agreement. Initially, the port rotation of the service shall be as follows: Le Havre - Antwerp - Rotterdam - Bremerhaven - Charleston - Miami WB - Veracruz - Altamira - Houston - Miami EB - Savannah - Le Havre.

\*Parties agree to review the possibility to replace Miami by Port Everglades (FIT). Such modification shall be mutually agreed i.e. without any mutual consent (not to be unreasonably withheld) the Service will continue to call Miami.

The foregoing rotation may be revised without further amendment hereto upon mutual agreement of the Parties. Additional ports of call may be added on an *ad hoc* basis at the discretion of the Vessel Provider, if such call(s) does not affect the time for loading and discharge in regular ports, schedule integrity, service frequency and normal transit time. Vessel Provider shall endeavor to give 10 days prior notice (to the intended date of call) to the Slot User and will be responsible for the additional costs of such port calls, and will have exclusive rights of load/discharge at such ports,

although Slot User may be invited to load/discharge and if it agrees to share the additional costs of such call in proportion to its share of containers loaded / discharged / restowed in that port.

(c) The Parties shall discuss and agree on a long-term schedule ("LTS") for the Service, which may be revised or amended from time to time. The Vessel Provider shall be responsible for adherence to the LTS. The Slot User shall cooperate in good faith to maintain the LTS. Each Party shall inform the other of any deviation by one or more of its vessels from the LTS, and Vessel Provider shall be responsible for proposing a rescheduling plan for any vessel which requires *ad hoc* rescheduling measures. If the Parties cannot agree on such rescheduling measures, the Vessel Provider will decide on the appropriate and reasonable measures, always trying to mitigate the impact of such measures on the Parties. The Parties are authorized to discuss and agree on financial and operational responsibility for the omission of ports and other measures taken to correct scheduling problems, as well as cancelled voyages, shut-out containers, and vessel dry-dockings and repairs.

(d) The Parties may use space made available to them under this Agreement to transport transshipment cargo moving from origins and/or to destinations beyond the geographic scope of this Agreement whether moving on a through bill of lading or otherwise.

## 5.2 Vessel provision / Slot Allocation/Use of Slots

(a) Subject to the effectiveness of this Agreement under the Shipping Act of 1984, as amended, as from the cycle of six vessels starting with CMA CGM Jamaica

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(or substitute) starting her roundtrip voyage ETA Le Havre June 8<sup>th</sup> 2014, the Parties agree:

- CSAV shall operate two (2) vessels and CMA CGM shall operate four (4) vessels.
- CSAV shall receive a basic slot allocation of 920 TEUs @12 tonnes average gross weight per TEU or 11,040 tonnes (whichever is used first) on each of the 4 vessels CMA CGM provides to the service operated hereunder. CMA CGM shall receive a basic slot allocation of 1,840 TEUs @12 tonnes average gross weight per TEU or 22,080 tonnes (whichever is used first) on each of the 2 vessels CSAV provides to the service operated hereunder. There shall be no payment for the foregoing slot allocations. The basic slot allocation is equivalent to the tonnage provided by each Party within a cycle and spread over each vessel within the fleet.
- The Parties agree on a structural purchase of 450 TEUs at an average weight of 12 metric tons gross per TEU by CMA CGM from CSAV on each roundtrip voyage, at rates and conditions as agreed between the Parties from time to time.
- CMA CGM shall receive a basic reefer plugs allocation of 267 reefer plugs on each CSAV vessel in the Trade and CSAV shall receive a basic reefer plugs allocation of 133 reefer plugs on each CMA CGM's vessel in the Trade. Use of reefer plugs will be subject to a supplementary charge in all or any portion of the Trade, as the Parties may agree from time to time. In addition, Parties

agree with the release of 65 reefer plugs to CMA CGM from CSAV related to the structural purchase as defined in the previous point. Overall reefer plugs allocation to be: CMA CGM 332 plugs / CSAV 68 plugs.

(b) As from the cycle of six vessels starting with CMA CGM Jamaica (or substitute)

starting her roundtrip voyage ETA Le Havre July 20<sup>th</sup> 2014, Parties agree:

- CSAV shall operate one (1) vessels and CMA CGM shall operate five (5) vessels.
- CSAV shall receive a basic slot allocation of 460 TEUs @12 tonnes average gross weight per TEU or 5,520 tonnes (whichever is used first) on each of the 5 vessels CMA CGM provides to the service operated hereunder. CMA CGM shall receive a basic slot allocation of 2,300 TEUs @12 tonnes average gross weight per TEU or 27,600 tonnes (whichever is used first) on the vessel CSAV provides to the service operated hereunder. There shall be no payment for the foregoing slot allocations. The basic slot allocation is equivalent to the tonnage provided by each Party within a cycle and spread over each vessel within the fleet.
- Parties agree on a structural purchase of 10 TEUs at an average weight of 12 metric tons gross per TEU by CSAV from CMA CGM on each roundtrip voyage, at rates and conditions as agreed between the Parties from time to time.
- CMA CGM shall receive a basic reefer plugs allocation of 333 reefer plugs on each CSAV vessel in the Trade and CSAV shall receive a basic reefer plugs

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allocation of 67 reefer plugs on each CMA CGM's vessel in the Trade. Use of reefer plugs will be subject to a supplementary charge in all or any portion of the Trade, as the Parties may agree from time to time. In addition, Parties agree with the release of 1 reefer plug to CSAV from CMA CGM related to the structural purchase as defined in the previous point. Overall reefer plugs allocation to be: CMA CGM 332 plugs / CSAV 68 plugs.

(c) Vessel Provider shall guarantee availability of the Slot User's overall (basic plus slot purchase/sale) slot allocation and overall reefer plugs allocation as set forth in Articles 5.2(a) and 5.2(b) above, except where a reduction in actual capacity has been caused by a force majeure event, in which case the Parties shall share available slots/reefer plugs in proportion to their respective percentage entitlement.

(d) Where draft restrictions restrict the weight of a vessel, the Parties shall share, as per their overall slot allocations, the weight restriction imposed by such draft restrictions.

(e) In the event the Slot User exceeds its overall slot or weight allocation, the Vessel Provider may require the Slot User to immediately discharge containers until Slot User is again within its allocation. In such event, all costs, losses, expenses and delays, including the cost of extra fuel to make up time, shall be for the account of the Slot User.

(f) The Vessel Provider is free to exceed its overall slot allocation free of charge, provided that it has fulfilled its guarantee of space to the Slot User and such extra loadings are made within the additional capacity of the vessel or the

unused space of the Slot User.

(g) The Parties are authorized to sell/buy slots from within their respective allocations to/from one another in such amounts and on such terms as they may agree from time to time.

(h) Neither Party may subcharter slots, neither adhoc nor structural, to any third party shipping line without the prior written consent of the other Party, which shall not be unreasonably withheld. Any such third party must be a vessel-operating carrier. Notwithstanding the foregoing, the Parties are entitled to sell/allocate slots to their wholly-owned subsidiaries and affiliates. In the event of any subcharter, the Party subchartering slots remains fully responsible and liable to the other Party for the due performance and fulfillment of this Agreement and any liabilities arising from the sub-chartering of slots by any third party.

(j) For purposes of this Agreement, a 20-ft. container shall equal 1 TEU and a 20-ft high container shall equal 1.125 TEUs, a 40-ft. container shall equal 2 TEUs, a 40-ft. high cube container shall equal 2.25 TEUs. Slot User is not permitted to load 45-ft high cube container and 53-ft container.

### 5.3 Terminals

The Parties are authorized to discuss and agree on the joint and/or individual negotiation of appropriate contracts with terminal operators and stevedores, and to reach agreement on other issues relating to the loading and/or discharge of cargo, such as but not limited to overtime, stand-by time. Each Party will settle its share of

common terminal charges (as defined by the Parties from time to time) in each port in accordance with its pro rata throughput in that port. Nothing herein shall permit the Parties to jointly operate a marine terminal in the United States.

5.4 Compliance with Laws

The Parties undertake to comply with all applicable laws, regulations and rules including, but not limited to, those relating to competition matters. The Parties shall at all times be compliant with mandatorily applicable U.S. federal and state laws and regulations in force during the course of this Agreement. The Parties shall also remain C-TPAT participants during the course of this Agreement.

5.5 Miscellaneous

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; port omission arrangements; stowage planning; record-keeping; responsibility for loss or damage; insurance; force majeure; general average and salvage; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; and the treatment of hazardous and dangerous cargoes.

5.6 Relationship of Parties

Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and

handle its own claims. Nothing in this Agreement shall give rise to or be construed as constituting a partnership, joint venture or other unincorporated entity for any purpose or extent and, unless otherwise agreed, neither Party shall be deemed to be the agent of the other.

5.7 Further Agreements

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.

ARTICLE 6:                    OFFICIALS OF THE AGREEMENT, COMMITTEES AND DELEGATIONS OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writings and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same:

- a) any authorized officer of each of the Parties; and
- b) legal counsel for each of the Parties.

ARTICLE 7:                    MEMBERSHIP AND RESIGNATION

7.1 New Parties to this Agreement may be added only upon unanimous consent. 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.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8:            VOTING

Except as otherwise provided herein, actions taken pursuant to this Agreement or any amendment hereof shall be by mutual consent of the Parties.

ARTICLE 9:            DURATION AND TERMINATION OF AGREEMENT

9.1 This Agreement 012103-003 shall enter into effect on the date it becomes effective under the Shipping Act of 1984, as amended, and shall be implemented with the first sailing from Le Havre on or about June 8, 2014. This Agreement shall remain in effect indefinitely thereafter.

9.2 Either Party may resign from the Agreement 012103 by providing not less than three (3) months written notice to the other Party, at any time

9.3 Notwithstanding Article 9.2 above, this Agreement may be terminated pursuant to the following provisions:

(a) If at any time during the term of this Agreement any Party (the "affected" Party) is either (i) dissolved or becomes insolvent or (ii) has a winding up order made against it or enters into liquidation either voluntarily or compulsorily or (iii) seeks or becomes subject to the appointment of an administrator, receiver, trustee, custodian or other similar official for the whole or a substantial part of its assets or business, or

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(iv) is affected by any similar event or act under the applicable laws either of the jurisdiction in which it carries on business or (v) any such event or act has an analogous effect in any other jurisdiction or (vi) if such Party takes any action in furtherance of any of the foregoing acts or events (other than for the purposes of a consolidation, reconstruction or amalgamation) and the other Party is of reasonable opinion that such event or occurrence is or may be materially detrimental to this Agreement, or that sums owing under this Agreement (other than those disputed in good faith) may not be paid in full or that their payment may be significantly delayed, then a written notice may be given to the affected Party by the other Party terminating this Agreement with immediate effect or to suspend this Agreement or any part thereof for such period as the other Party in its reasonable discretion deems appropriate, but without prejudice to any accrued rights and obligations hereunder.

(b) If at any time during the term hereof there is a change in control of a Party, and the other Party is of the opinion, arrived at in good faith, that such change is likely to materially prejudice the cohesion or viability of the Agreement, then the other Party may, within 3 months of becoming aware of such change, give not less than three months' notice in writing terminating this Agreement. For the purposes of this clause "change of control" of a Party shall include: (i) the possession, direct or indirect, 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 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

such Party.

9.4. This Agreement may be terminated at any time by mutual written consent of the Parties.

9.5 Unless otherwise agreed, upon termination of this Agreement pursuant to Article 9.2 or Article 9.4, it will remain in effect until the completion of all of the round trip voyages (up to the last discharge port in North Europe) included in the vessel cycle in progress at the time the notice to terminate would otherwise have taken effect.

9.6 Any notice of termination served under this Agreement shall be sent in writing by registered mail to the address set out in Article 12 below.

**ARTICLE 10: GOVERNING LAW AND ARBITRATION**

10.1 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.

10.2 Any disputes or differences whatsoever which may arise at any time concerning the construction or effect of this Agreement ( including, without limitation, any questions regarding its existence , validity or termination or as to the rights , duties or liabilities of any of the Parties arising out of or in relation to 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 10. 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. Notwithstanding the generality of this Article 10 where neither the Claims exceeds:

(i) The sum of USD 400,000 the arbitration shall be conducted in accordance with the LMAA FALCA Rules in use at the time of the dispute or difference.

(ii) The sum of USD 100,000 the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure in use at the time of the dispute or difference.

(iii) In the event that the Claim exceeds USD 400,000 then the arbitration shall be conducted under LMAA Terms (2002) or any such later terms as may be in use at the time of the dispute or difference. For the purpose of this clause, a Claim shall consist of all claims in respect of one occurrence or accident or series of occurrences or accidents arising out of one event.

10.3 Notwithstanding the above, the Parties agree to consider mediation at the time of appointment of an arbitrator without prejudice to the arbitration proceedings. Such mediation shall be conducted under the LMAA Mediation Terms (2002) or any such later Terms as may be in use at the time of such dispute or difference.

ARTICLE 11:            ASSIGNMENT

Neither Party may assign or transfer its rights or obligations under this Agreement in whole or in part 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.

ARTICLE 12:            NOTICES

Communication of all written notices required hereunder (other than notice of termination, which shall be sent by registered mail as required under Article 9) shall be sent by first class airmail, by courier service, telex, e-mail or fax to the following addresses or as otherwise advised:

CSAV:

Compañía Sud Americana de Vapores S.A.  
Plaza Sotomayor 50, PO Box 49  
2362335 Valparaíso  
Chile  
Attn : A. Patillo  
E-mail : [apatillo@csavgroup.com](mailto:apatillo@csavgroup.com)  
Fax : +56 32 220 3923

CMA-CGM:

CMA CGM S.A.  
4 Quai d'Arenc  
13235 Marseille Cedex 02  
France  
Attn: L.Rozan  
E-mail: [ho.lrozan@cma-cgm](mailto:ho.lrozan@cma-cgm)  
Fax: +33 4 88 91 88 49

ARTICLE 13:            SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational then the said provision 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.

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ARTICLE 14:        WAIVER

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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this 21<sup>st</sup> day of May, 2014.

CMA CGM S.A.

COMPANIA  
SUD AMERICANA DE VAPORES S.A.

By: \_\_\_\_\_

By: Walter H Lion

Name: \_\_\_\_\_

Name: Walter H. Lion

Title: \_\_\_\_\_

Title: Attorney

CMA CGM S.A.

COMPANIA  
SUD AMERICANA DE VAPORES S.A.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

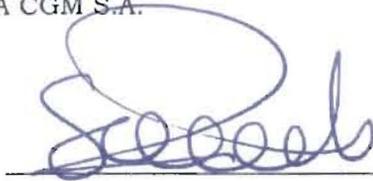
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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of this 23 day of May, 2014.

CMA CGM S.A.

COMPañIA  
SUD AMERICANA DE VAPORES S.A.

By: 

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CMA CGM S.A.

COMPañIA  
SUD AMERICANA DE VAPORES S.A.

By: 

By: \_\_\_\_\_

Name: Ludovic ROZAN

Name: \_\_\_\_\_

Title: VP North America Lines

Title: \_\_\_\_\_