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 ORIGINAL

APL/HMM/MOL USEC/LATIN AMERICA VESSEL SHARING AGREEMENT

FMC Agreement No. 012270

A Vessel Sharing Agreement

Expiration Date: None



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ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is the APL/HMM/MOL USEC/Latin America Vessel Sharing Agreement (hereinafter referred to as “the Agreement”).

ARTICLE 2: PARTIES TO THE AGREEMENT

The parties to the Agreement (“Parties”) are:

APL Co. Pte Ltd
456 Alexandra Road
#06-00 NOL Building
Singapore 119962

and

American President Lines, Ltd.
16220 N. Scottsdale Road
Scottsdale, AZ 85254-1781
(With APL Co. Pte Ltd, collectively “APL”)

Hyundai Merchant Marine Co. Ltd (“HMM”)
1-7 Yeonji-Dong
Jongno-Gu
Seoul 110-754
Korea

Mitsui O.S.K. Lines, Ltd. (“MOL”)
1-1, Toranomom 2-Chome
Minato-ku, Tokyo 105-8688
Japan

ARTICLE 3: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the Parties to charter and exchange space on one another’s vessels and to coordinate and cooperate with respect to transportation services in the Trade (as defined below), in order to improve efficiency, save costs, and provide improved service to the shipping public.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between the East Coast of the United States on the one hand, and ports in Chile, Peru, Colombia, and Panama on the other hand, as well as ports and points served via such U.S. and foreign ports (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1.

- (a) The Parties are authorized to meet, discuss, reach agreement, and take all actions deemed necessary or appropriate to implement or effectuate any agreement regarding chartering or exchange of space, and coordination and cooperative activities pertaining to their carrier operations and services, and related vessels, equipment, and facilities in the Trade. Initially, the Parties will jointly coordinate the operation and sharing of space on six (6) container vessels in the Trade (2 provided by APL, 1 provided by HMM and 3 provided by MOL), with a maximum capacity of about 2700 TEUs and minimum reefer plug capacity of 500 reefer plug units, subject to a maximum of 6 container vessels. The Parties are authorized to change the number of vessels and capacity by up to fifty percent without amendment of this Agreement. However the change of number of vessels and capacity should only take place after the minimum 12 month period, unless the Parties mutually agree to a shorter period.

In furtherance of the foregoing, the Parties are authorized to engage, without limitation on the authority in this paragraph, in the following activities.

- (b) Consult and agree upon the type, capacity, speed, and total number of vessels to be used, the type, capacity, speed, and number of vessels to be contributed by each Party (including changes in the number of vessels provided by any Party), and withdrawal, replacement, substitution or introduction of vessels (including the terms, conditions, and operational details pertaining thereto), without the need to amend the Agreement, provided that the maximum number of linehaul vessels to be used under the Agreement shall be 9, with maximum capacity of 4050 TEUs. The Parties may also consult and agree upon vessel maintenance and repair matters, drydocking schedules, and the provision of temporary replacement or substitute tonnage
- (c) Consult and agree upon the sailing patterns, ports to be called, vessel itineraries, schedules, the number, frequency, and character of sailings at ports, transit times, adjustment of the speed of vessels (including slow steaming of vessels), and all other matters related to the scheduling and coordination of vessels.

- (d) Consult and agree upon the exchange or allocation of space, expressed in number of container equivalents, or as a percentage of vessel or vessel string capacity, or any other unit of measure, on such terms as they may agree from time to time, including a mechanism for taking into account the usage of slots by high cube or 45-foot or other special-size containers. The Parties may also separately establish sub-allocations for reefer containers.
- (e) Consult and agree upon the chartering, hiring, establishment, use, scheduling and coordination of transshipment, barge and feeder services, in conjunction with linehaul vessel operations hereunder.
- (f) Consult and agree upon the chartering of vessels by one or more Parties for use in operations hereunder and the characteristics thereof (e.g., size, capacity, speed, configuration, delivery date), or the chartering of vessels among the Parties.
- (g) Consult and agree on the acceptance of (i) loaded or empty containers (including containers which the Parties own, lease, control or receive from third parties) and (ii) noncontainerized cargo, on their own vessels and on one another's vessels (including owned or chartered vessels). The Parties may also discuss and agree on the carriage of breakbulk, noncontainerized, and hazardous cargo, subject to the concurrence of the vessel operator.
- (h) Consult and may agree to establish and operate pools of containers, chassis, and related equipment, and interchange (amongst themselves, with equipment providers, and/or with shippers or their agents) such equipment under such terms and such volumes and types as the Parties may agree from time to time, including equipment which may be used from time to time outside the Trade. The Parties may agree on common standards for containers, chassis, and other intermodal equipment used in the Trade.

5.2. The Parties shall be entitled to obtain, compile, maintain, and exchange among themselves any information related to any aspect of operations in the Trade, including but not limited to forecasts/projections, records, statistics, studies, compilations, costs, cargo carryings, marketing and market share information, and other data, whether prepared by a Party or Parties or obtained from outside sources. The Parties may use any such information to jointly make projections and plans relating to future vessel capacity and service structure to be offered in the Trade under this Agreement.

5.3. Each Party shall be entitled to use freely the assets owned by it, including slots allocated to it. The Parties shall be entitled to use slots allocated under this Agreement without any geographical restriction regarding the origin or destination of the cargo, whether inside or outside the Trade, subject to such operational restrictions as they may agree upon from time to time.

5.4. The Parties are authorized to make and implement agreements concerning all matters relating to the procedures, terms, and conditions of the allocation, exchange, sale and use of

capacity, slots and associated equipment (including reefer plugs) on the vessels used in connection with this Agreement. Such agreements, procedures, terms and conditions may include, but are not limited to, the number of slots each Party commits to provide to the other Parties and the Parties' BSA which each Party is allocated and responsible to utilize on particular vessels, loops or loop segments; deadweight allocations (at 12.5 tons/TEU unless otherwise agreed), and restrictions associated with slot allocations, including a fair and reasonable process for adjustments; principles, procedures, terms and conditions to govern the release, buying, selling and/or allocation to Parties of unused or excess slots; monetary or other consideration for slots used and provided; principles and procedures for establishing and adjusting slot allocations; adjustments of BSAs and related matters during the phasing in or phasing out of a loop or substitution of vessels, or in the event of operational contingencies including but not limited to vessel breakdown; casualty or loss, or an underperforming vessel; and accounting principles and procedures for determining and settling accounts related to slots provided, used, exchanged and sold.

5.5.

- (a) In the event that a Party has certain unused slots from its allocation on any sailing on any voyage or portion thereof, the Party shall first make such space available to the other Party(ies) in such proportions as the Parties may from time to time agree. In the event any other Party fails to exercise the first right of refusal to charter those slots within a certain time frame and according to procedures mutually agreed by the Parties, then those unused slots may be sold or subchartered on an ad hoc basis (which shall mean not more than one voyage at any one time) to any third party vessel-operating common carrier (VOCC), meaning an ocean common carrier subject to the Shipping Act, only after the other Party(ies) fail to exercise the above-mentioned first right of refusal.
- (b) All slot charters to third party VOCCs lasting longer than three voyages shall require the unanimous consent of the other Party(ies). Approval of the affected vessel operator(s) is required for all slot charters to third party VOCCs - ad hoc or otherwise. All non- ad hoc slot charters to third party VOCCs are subject to applicable filing requirements, and shall include a requirement that the third party make no further subcharters without prior written consent of all of the Parties.
- (c) Except to the extent that the Parties agree otherwise in writing, a Party subchartering space to a third party VOCC shall remain responsible for all obligations and liabilities arising under the Agreement (and/or under any agreement among the Parties made pursuant to this Agreement) in respect of the slots subchartered by that Party.

5.6. The Parties may discuss and agree on matters related to stevedoring, terminals, and related services.

5.7. Except as otherwise agreed, each Party shall bear all expenses for the vessels it operates in the Trade. The Parties may periodically render accounts to each other on such terms and with

such adjustments as they may agree for services, space, equipment, and facilities provided or exchanged hereunder. The Parties may share or apportion any such costs as they may agree from time to time.

ARTICLE 6: CHARTER PARTY TERMS

The Parties are authorized to make and implement agreements concerning all matters relating to the terms and conditions of charter parties relating to activities undertaken pursuant to this Agreement and the use of slots that are allocated or sold and the cargo carried therein, including, without limitation, terms and conditions concerning: procedures applicable to the above rights and responsibilities with respect to port omissions, drydocking, and other matters affecting adherence to port schedules; rights and responsibilities concerning shut out containers; participation in voluntary government programs concerning security, safety or similar matters, such as the Customs-Trade Partnership against Terrorism; vessel operation and maintenance; declarations of cargo weight; cargo operations; responsibility for loss, damage and claims, including with respect to cargo and equipment; stowage planning; permissible and restricted cargo; special cargo; bills of lading; indemnity for cargo claims, containers, and other indemnities, including with respect to sub-chartering slots; treatment of hazardous cargoes; force majeure; owners and bareboat charterers; insurance; trading limits; salvage; general average; liens; war; stowaways; epidemics; government sequestration or requisition of all or portions of vessels, including pursuant to the U.S. Government's Voluntary Intermodal Sealift Agreement Program; Master's responsibility; super cargo; victualling; and certificates.

ARTICLE 7: ADMINISTRATION AND VOTING

7.1. All decisions under this Agreement shall be by unanimous agreement, except as the Parties may otherwise provide.

7.2 Any modification or amendment of this Agreement must be in writing and signed by the authorized representative of all Parties, and is subject to applicable filing and effectiveness requirements under the Shipping Act of 1984, as amended and codified, and applicable FMC regulations.

7.3. The following persons are authorized to subscribe to and file this Agreement and any accompanying materials, as well as any subsequent modifications to this Agreement which may be adopted by the Parties:

- (a) Any authorized officer of any of the Parties; and
- (b) Legal counsel for any of the Parties.

7.4. The Parties may implement this Agreement by decisions made or actions taken at meetings or by telephone, fax, e-mail, or exchange of other writings, utilizing such administrative structures and procedures as they deem appropriate.

ARTICLE 8: DURATION AND TERMINATION OF AGREEMENT

8.1. This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended, and shall be valid for a minimum period of 12 (twelve) months.

8.2. Any Party shall have the right to withdraw from this Agreement by giving 3 (three) months' written notice to the other parties, provided that such notice may not be given before 9 (nine) months have elapsed after the effective date of the Agreement. The Agreement shall terminate upon written agreement of all parties, or the withdrawal of all but one of the remaining parties under this section 8.2.

8.3. If at any time during the term of the Agreement there is a material change in ownership or control of a Party ("material change" being defined, subject to such exceptions as the Parties may agree, as a change in 50% or more of the controlling stock of the Party or its ultimate parent company), and such change is likely to materially prejudice the cohesion or viability of this Agreement or have a material adverse effect on another Party, the other Party(ies) shall have the right, within 3 (three) months of the announcement of such change, to either:

- (a) unanimously agree to terminate that Party's participation in the Agreement by giving not less than 3 (three) months' written notice to that Party; or
- (b) if the Party's participation is not terminated, individually withdraw from this Agreement by giving not less than 3 (three) months' written notice to the other Parties, within 1 (one) months of the change.

8.4. If at any time during the term of this Agreement, a Party is dissolved or becomes insolvent or makes a general assignment arrangement or composition with or for the benefit of its creditors or has a winding-up order made against it or enters into liquidation whether voluntarily or compulsorily or 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 or is affected by any event or similar act or which under the applicable laws of the jurisdiction where it is constituted has an analogous effect or takes any action in furtherance of any of the foregoing acts (other than for the purpose of a consolidation, reconstruction or amalgamation previously approved in writing by the other Party(ies)), and such event or occurrence is or may be materially detrimental to this Agreement or to payment of sums that may be owed, other than those that may be disputed in good faith, may not be paid in full or may be delayed in payment, then any other Party may give written notice terminating the Agreement

with immediate effect. Such termination shall be without prejudice to any accrued obligations arising hereunder prior to the provision of such written termination notice.

8.5 In the case of a material breach by any Party to this Agreement, then that Party shall correct that breach within thirty (30) days from the date of written notice (specifying such breach or failure of performance) sent by any other Party. In the event that the breach is not resolved within 30 days thereafter, then any non-breaching Party shall have the right to terminate the Agreement effective thirty (30) days from the date notice of termination was given.

8.6 Any termination hereunder shall be without prejudice to any Party's respective financial obligations to the other Party(ies) as of the date of termination, and a non-defaulting Party retains the right to bring a claim against the defaulting Party for any loss and/or damage caused or arising out of such default.

ARTICLE 9: CONFIDENTIALITY

Except as required by law, activities under this Agreement shall be regarded as confidential to the Parties and no Party acting for itself or through its employees, agents, and subcontractors shall divulge any information concerning the business and affairs of any other Party that it shall have obtained or received as a result of this Agreement or any discussions under it or leading to its formation. The obligations of this Article survive termination of this Agreement.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 The interpretation, construction, and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the laws of England, provided, however, that nothing herein shall relieve the Parties from the applicable requirements of the U.S. Shipping Act of 1984, codified at 46 U.S.C. § 40101 et seq.

10.2 Any dispute or claim arising out of or in connection with this Agreement which cannot be resolved amicably shall be referred to arbitration in London (unless varied with the unanimous consent of the Parties involved) in accordance with the Arbitration Act of 1996 or any statutory modification or reenactment thereof. The arbitration shall be conducted in English in accordance with the LMAA (London Maritime Arbitrators Association) rules current at the time when the arbitration proceedings are commenced, and each arbitrator shall be a member of the LMAA.

10.3 Where the amount in dispute does not exceed US\$ 200,000, the arbitration will proceed on a documents and written submission basis only. However, oral evidence may be allowed in exceptional cases at the discretion of the arbitrator(s).

10.4 For all disputes or differences whatever the amount claimed, there shall be no discovery, but, if in the opinion of the arbitrator(s) any of the arbitrating Parties has failed to produce any

relevant document(s), he may order the production of such document(s) and may indicate to the Party to whom the order is directed that if, without adequate explanation, it fails to produce the document(s) it will not favor that Party's case. The term "relevant document" includes all documents relevant to the dispute or difference, whether or not favorable to the Parties holding them. It includes witness statements, expert reports and the like on which the Party intends to rely, but does not include documents which are not legally disclosable.

ARTICLE 11: MEMBERSHIP

Membership in this Agreement is limited to the Parties hereto, except that additional parties may be admitted by unanimous consent of the Parties, and subject to compliance with Shipping Act requirements.

ARTICLE 12: SEVERABILITY

12.1 Should any term or provision of this Agreement be held invalid, illegal or unenforceable, the remainder of this Agreement, and the application of such term or provision to persons or circumstances other than those as to which it is invalid, illegal or unenforceable, shall not be affected thereby; and each term or provision of this Agreement shall be valid, legal and enforceable to the full extent permitted by law.

ARTICLE 13: MISCELLANEOUS

13.1 No Party shall be entitled to assign or transfer its rights or obligations under this Agreement, except with each other Party's prior written consent.

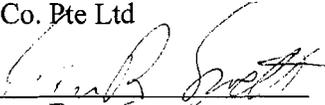
13.2 This Agreement is not intended to create, and shall not be construed as creating, a partnership or joint liability under the law of any jurisdiction. Nor shall any Party be considered an agent of any other Party unless expressly stated or constituted in writing.

13.3 To the extent possible, all agreements, decisions, understandings, procedures and other arrangements made pursuant to this Agreement shall be read in conjunction with and interpreted as consistent with this Agreement. In the event of any conflict or inconsistencies, the terms of this Agreement shall always prevail and be paramount.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of this 25th day of April, 2014.

APL Co. Pte Ltd


Name: *Eric Swett*
Title: *Authorized signatory & General Counsel*

American President Lines, Ltd.


Name: *Eric Swett*
Title: *Secretary & General Counsel*

Hyundai Merchant Marine Co. Ltd

Name:
Title:

Mitsui O.S. K. Lines, Ltd.

Name:
Title:

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APL Co. Pte Ltd

Name:
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American President Lines, Ltd.

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Mitsui O.S. K. Lines, Ltd.



Name:
Title:

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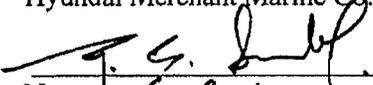
APL Co. Pte Ltd

Name:
Title:

American President Lines, Ltd.

Name:
Title:

Hyundai Merchant Marine Co. Ltd



Name: S. G. Lee
Title: G.M.

Mitsui O.S. K. Lines, Ltd.

Name:
Title: