

Original Title Page

ASA/~~SERC~~-SPC Agreement

A Cooperative Working Agreement

FMC Agreement No. 203-011679-~~015~~016

~~2nd~~-3rd Edition

Expiration Date: None

This Agreement Is Republished Herein.

THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1: NAME OF AGREEMENT

This agreement shall be known as the ASA/~~SERC-SPC~~ Agreement (the "Agreement") -

ARTICLE 2: BACKGROUND AND PURPOSE

The Asian Shipowners Association ("ASA") consists of the shipowner associations of Australia, China, Hong Kong, India, Japan, Korea, Chinese Taipei and the associations of the ASEAN region (Indonesia, Malaysia, Philippines, Singapore, Thailand and Vietnam) ("Associations"). The members of these associations include liner and non-liner carriers operating in various international ocean trades. The purpose of the ASA is to foster mutual trust and cooperation among shipowners in the Asian region and the promotion of their shipping interests in world bodies and international trade. Amongst the subjects ASA addresses are safety, security, removal of substandard ships, ship insurance, seamanship and ~~trade stability~~ shipping policy issues. The committee dealing with ~~shipping policy~~ trade stability is the ~~Shipping Economics Review Committee ("SERC") Shipping Policy Committee ("SPC")~~. Activities in the ~~SERC-SPC~~ described in this Agreement are primarily undertaken by the Members, who otherwise participate through Associations in the ASA and its various committees. This Agreement is intended to provide express legal authority for the Members' participation in the ~~SERC-SPC~~ and related ASA activities under applicable national legislation.

ARTICLE 3: MEMBERS

The carriers that are participants in the ~~SERC-SPC~~ are listed in Appendix A hereto ("Members").

ARTICLE 4: SCOPE

The ASA covers the general subject of international maritime transport between all countries worldwide, however the authorities in Articles 5.1(bb), (cc), and (d) of this Agreement do not apply to the European Union, any of its member states, or India. The terms of this Agreement and the filing of it with the Federal Maritime Commission ("FMC") do not and are not intended to bring within the scope of the U.S. Shipping Act of 1984, as amended (including the antitrust exemption conferred by the Act), or the jurisdiction of the FMC, any activities hereunder relating to service wholly between foreign ports or points.

ARTICLE 5: AUTHORITY

5.1 The Members, in the context of the ASA, the ~~SERC-SPC~~ or any other ASA committee, are authorized to exchange information, discuss and reach non-binding agreement with respect to:

(a) general issues affecting the industry such as standards and/or training for vessel crewing and operations; port and canal operation and development; removal of substandard vessels; environmental regulations, controls and issues; the safety of vessels, crew and cargo, including navigational aids and systems and piloting and tug requirements; piracy, terrorism, smuggling, stowaways and other security issues; safe

navigation; insurance; and technological developments relating to or affecting the industry;

(b) general economic trends affecting the industry such as fiscal and monetary policies of national governments and/or international bodies;

(bb) general trends in trade growth or development, trade and cargo flows and trade imbalances, and vessel overcapacity or undercapacity;

(c) maritime policies, regulatory or legislative developments, and governmental proposals or actions affecting the industry;

(cc) general practices, rules, regulations and terms and conditions relating to the carriage of cargo; and

(d) membership in carrier agreements and associations.

5.2 The Members, in the context of the ASA, the ~~SERC-SPC~~ or any other ASA committee, are authorized to exchange information, discuss and take a common position with respect to any existing or proposed law, policy, regulation, or court decision of any national or international government, organization or body.

5.3 The ASA is authorized to establish a permanent Secretariat based in Singapore and/or such other location(s) as the ASA membership may agree from time to time. The Secretariat may employ such individuals as the ASA membership may agree from time to time. The costs of the Secretariat shall be shared by the ASA membership, or paid by other sources, as the ASA membership may agree from time to time.

ARTICLE 6: ADMINISTRATION

6.1 The ASA shall be administered by the Secretariat established pursuant to Article 5.3 hereof; provided that individual committees may be administered by the national shipowners association of which the committee chairman is a member, or by such other national shipowners association as the ASA membership may agree from time to time.

6.2 The ASA shall have such standing and *ad hoc* committees as the ASA deems appropriate.

6.3 Agreement counsel is authorized to execute and file any amendments to this Agreement approved by the Members.

ARTICLE 7: MEMBERSHIP

The Members are listed in Appendix A. Additional members may be admitted in accordance with Article 8 hereof. Carrier members herein must be members of a shipowner's association which participates in the ASA. Any Member may resign from this Agreement by providing written notice of such resignation to the ~~other~~ MembersSecretariat. Associations may participate in any activities provided for hereunder.

ARTICLE 8: ACTIONS OF MEMBERS

Actions hereunder shall be made on a voluntary adherence basis and no Member shall be bound by any proposed action hereunder unless it so chooses; provided, however, that admission of a new Member, amendments to this Agreement,

APPENDIX A - LIST OF MEMBERS

1. COSCO SHIPPING Lines Company Limited
No. 378, Dong Da Ming Road
Shanghai, China
2. Evergreen Line Joint Service Agreement, FMC Agreement No. 011982
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan
3. ~~Hyundai Merchant Marine Co., Ltd.~~HMM Company Limited
194, Yulgok-ro, Jongo-gu
Seoul 110-734
Korea
4. Kawasaki Kisen Kaisha, Ltd.
Iino Building
1-1, Uchisaiwaicho 2-chome
Chiyoda-ku Tokyo 100-8540
Japan
5. Mitsui O.S.K. Lines, Ltd.
1 - 1, Toranomom, 2-Chome
Minato-Ku
Tokyo 105-9 1, Japan
6. Nippon Yusen Kaisha
Yusen Building
3-2, Marunouchi 2-chome
Chiyoda-Ku
Tokyo 100-9 1, Japan
7. Yang Ming Marine Transport Corporation
53 Hwal Ning Street, 5th Floor
Taipei, Taiwan 100
8. Wan Hai Lines Ltd.
10th Floor
136 Sung Chiang Road
Taipei, Taiwan

APPENDIX A - LIST OF MEMBERS (continued)

9. Orient Overseas Container Line Limited
31st Floor, Harbor Centre
25 Harbor Road
Wanchai, Hong Kong

~~10. APL Co. Pte Ltd.
9 North Buona Vista Drive
#14-01
The Metropolis Tower 1
Singapore 138588
and
American President Lines, Ltd. (as a single carrier)
16220 N. Scottsdale Road, Suite 300
Scottsdale, AZ 85254-1781~~

~~11. ANL Singapore Pte Ltd.
Level 7
432 St Kilda Road
Melbourne, Victoria 3004
Australia~~

10. Ocean Network Express Ptd. Ltd.
7 Straits View, 16-01 Marina One East Tower
Singapore 018936