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FMC Agreement No.: 011602-009 Effective Date: Thursday, September 28, 2006
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~~This AGREEMENT, entered into this 17th day of December, 1997 and amended and restated as of the 30th day of December, 2005, and further amended as of the 19th day of April, 2006, by and between the undernoted parties,~~

WITNESSETH

WHEREAS, Hapag-Lloyd AG ~~Container Linie GmbH,~~ CP Ships (UK) Limited, CP Ships USA LLC[1], Nippon Yusen Kaisha, and Orient Overseas Container Line Inc., Orient Overseas Container Line Limited and Orient Overseas Container Line (Europe) Limited[2], the parties hereto, are each vessel operating common carriers which operate or intend to operate in various U.S. foreign trades, and

WHEREAS, the parties desire to rationalize their services in such trades,

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties, it is hereby agreed as follows:

ARTICLE 1: NAME OF THE AGREEMENT

This AGREEMENT shall be named the "The Grand Alliance Agreement II," and shall be referred to herein as "AGREEMENT."

[1] Hapag-Lloyd AG ~~Container Linie~~, CP Ships (UK) Limited and CP Ships USA LLC shall be treated as a single party for all purposes under this AGREEMENT, except Article 5.K.
[2] Orient Overseas Container Line Inc., Orient Overseas Container Line Limited and Orient Overseas Container Line (Europe) Limited shall be treated as a single party for all purposes under this AGREEMENT.

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ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of this AGREEMENT is to provide legal authority for the chartering and exchange of space on the parties' vessels and for related rationalization, coordination and cooperative activities with respect to the parties' ocean and intermodal services and operations in the Trade.

ARTICLE 3. PARTIES TO THE AGREEMENT

The parties to the AGREEMENT are:

HAPAG-LLOYD AG ~~CONTAINER LINIE GMBH,~~ CP SHIPS (UK) LIMITED and CP SHIPS USA LLC (all of which shall be treated as a single party for all purposes under this AGREEMENT, except Article 5.K, and be referred to as "HL")[3]

Addresses: Hapag-Lloyd AG ~~Container Linie GmbH~~
Ballindam~~m~~ 25
20095 Hamburg, Germany

CP Ships (UK) Limited ("CPUK")
2 City Place
Beehive Ring Road
Gatwick, West Sussex RH6 OPA
United Kingdom

CP Ships USA LLC ("CPUSA")
401 E. Jackson Street, Suite 3300
Tampa, FL 33602

NIPPON YUSEN KAISHA ("NYK")

Address: 3-2, Marunouchi 2-chome
Chiyoda-ku, Tokyo 100, Japan

[3] The participation of CP Ships (UK) Limited and CP Ships USA LLC in this AGREEMENT shall be limited to trades between the United States and Asia (i.e., trans-Pacific trades); provided, however, that CP Ships USA, LLC shall participate in other trades to the extent required by Article 5.K.

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Article 5.A hereof, a party may develop and implement existing or new arrangements in the trade to and from Europe outside of this AGREEMENT until such time as satisfactory arrangements for said service to and from Europe may become available hereunder. Except as otherwise agreed, any party that operates an existing service that covers all or part of the Trade at the time this AGREEMENT becomes effective may continue to do so and may modify said service from time to time.

K. Employment of U.S. Flag Ships.

1. Notwithstanding any other provision of this AGREEMENT, CPUSA shall retain authority to determine the routes, schedules and space availability of its U.S.-flag vessels covered under this AGREEMENT as may be required to fulfil its obligations under its contracts with the United States government; provided, however, that CPUSA shall to the extent practicable provide the other parties with prompt notice of any change in U.S.-flag vessel routes, schedules or space availability and advise and consult with the other parties regarding such routes, schedules and space availability. Furthermore, in the event that any U.S.-flag vessel(s) covered by this AGREEMENT and employed by CPUSA or space on such vessel(s) is activated under any stage of the Voluntary Intermodal Sealift Agreement ("VISA") and contracts implementing VISA, CPUSA may make such vessel(s) or space thereon available to the U.S. government without liability to any party hereunder, notwithstanding any other provision of this AGREEMENT.

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2. In the event CPUSA effectively withdraws capacity utilised under this AGREEMENT as a result of the exercise of the provisions in the previous paragraph concerning its U.S.-flag vessels, the normal non-performance rules will apply. The parties shall promptly agree on revised allocations, Loops, vessel provision and similar terms, taking into consideration CPUSA's reduced vessel provision, as well as the overall over/under provision position of the individual parties hereunder.

3. No U.S.-flag vessel employed by CPUSA and covered by this AGREEMENT, or space on such vessel, shall be used, other than by CPUSA, for the carriage of cargoes reserved to U.S.-flag vessels pursuant to the cargo preference laws of the United States (including, but not limited to, Public Resolution Number 17, sections 901(b) and 901b of the Merchant Marine Act, 1936, as amended, and the Military Cargo Preference Act of 1904); provided, however, that nothing herein shall prevent the parties from using CPUSA U.S.-flag vessels or space thereon for the carriage of that portion of preference cargoes that is not reserved to U.S.-flag vessels.

ARTICLE 6: DELEGATION OF AUTHORITY

The following persons shall have authority to sign and file this AGREEMENT, any subsequent modifications thereto, and any supporting information with the Federal Maritime

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