TITLE PAGE

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TABLE OF CONTENTS

ARTICLE 1. NAME 3
ARTICLE 2. PURPOSE 3
ARTICLE 3. PARTIES 3
ARTICLE 4. GEOGRAPHIC SCOPE 3
ARTICLE 5. AGREEMENT AUTHORITY 4
ARTICLE 6. ADMINISTRATION AND DELEGATION OF AUTHORITY 6
ARTICLE 7. MEMBERSHIP 6
ARTICLE 8. VOTING 6
ARTICLE 9. DURATION AND TERMINATION OF AGREEMENT 6
ARTICLE 10. APPLICABLE LAW 7
ARTICLE 11. NOTICES 7
ARTICLE 12. LANGUAGE 8
ARTICLE 13. ARBITRATION 8
ARTICLE 14. NON-ASSIGNMENT 9
ARTICLE 15. CABOTAGE 9
ARTICLE 16. SEA CARRIER INITIATIVE AND CONTRABAND 10
SIGNATURES 11

FMC Agreement No.: 011463-013 Effective Date: Pending
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ARTICLE 1. NAME

This Agreement shall be known as the "East Coast North America to West Coast South America and Caribbean Cooperative Working Agreement" (the "Agreement").

ARTICLE 2. PURPOSE

The purpose of this Agreement is to enable the Parties to provide efficient competitive ocean common carrier services with greater cost effectiveness and operational efficiency in the trade covered herein.

ARTICLE 3. PARTIES

The Parties hereto are:

Maersk Line A/S ("Maersk")
50, Esplanaden
DK-1098 Copenhagen K, Denmark

HAPAG-LLOYD AG ("HLAG")
Ballindam 25
20095 Hamburg, Germany

ARTICLE 4. GEOGRAPHIC SCOPE

This Agreement shall cover the carriage of cargoes between ports in the United States East Coast and inland and coastal points in the United States and Puerto Rico served via those ports, on the one hand, and ports in the Caribbean, Colombia, Panama, Ecuador, Peru and Chile and inland and coastal points served via those ports (including points in Bolivia and Argentina) on the other hand (hereinafter the "Trade").

FMC Agreement No.: 011463-013 Effective Date: Pending
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ARTICLE 5. AGREEMENT AUTHORITY

5.1 The parties may consult and agree upon the deployment and utilization of vessels operated in this Agreement in the Trade including, without limitation, sailing schedules, service frequency, ports to be served, port rotation, type and size of vessels to be utilized, the addition or withdrawal of capacity or vessels from the Trade and the terms and conditions of any such addition or withdrawal. The parties may consult and agree upon the number, type and capacity only of those vessels to be operated for the purpose of this Agreement by each of them. A vessel provided by a party under this Agreement may be chartered from another Agreement party on such terms and conditions as the involved parties may agree. Each party will bear all costs for the vessel(s) it provides, including but not limited to daily running costs, time charter hire, bunkers, port charges, canal dues, dry docking and insurance. This agreement is non-exclusive, and each party may operate or charter space on other vessels in the Trade outside of this Agreement. The maximum number of line-hull vessels to be operated hereunder is up to eight, each vessel having a nominal capacity between 2,500 TEU and 5,000 TEU. The Parties shall be entitled to supply vessels to the Agreement on the following percentages, or as the parties may from time to time otherwise agree: HLAG 33.33%; Maersk 66.66%. Each Party shall be entitled to utilize space on each vessel operated under the Agreement, northbound and southbound, in accordance with the percentage determined by dividing the number of TEU slots provided by each Party in its participating vessels by the total number of slots provided by all Parties, multiplied by each vessel's declared capacity.

5.2 The Parties may use space chartered under this Agreement regardless of the origin or destination of the cargo, including transshipment of cargo to or from an origin or destination which is within or outside the scope of this Agreement, whether under a through bill of lading or otherwise.

5.3 Payment and terms and conditions for usage of the vessels operated under this Agreement shall be as the Parties may from time to time agree. As used herein, the Parties who from time to time charter vessel capacity from another Party shall be referred to as "Charterer". The Party whose vessel capacity is chartered by another Party for transportation hereunder shall be referred to as "Owner." Except as the Parties may otherwise agree from time to time, no Party shall subcharter or assign space obtained from another Party hereunder without the prior written consent of such other Parties. Subcharters or slot charters to companies under common control of or with a Party shall not require consent of the Parties.

5.4 In connection with their service in the Trade, the Parties may consult and agree among or between themselves and with third parties for the use of terminal facilities, may jointly negotiate and enter into leases, subleases or assignments of such facilities and may contract for stevedoring services, terminal and other related ocean and shoreside services and supplies with each other or jointly with third parties in the United States or elsewhere. Nothing contained herein shall authorize the Parties jointly to operate a marine terminal in the United States unless expressly agreed.

FMC Agreement No.: 011463-013 Effective Date: Pending
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5.5 The parties may discuss and agree upon the terms and conditions, directly or indirectly, to interchange, lease, sublease or return, and may otherwise cooperate among or between themselves in connection with containers, chassis and other equipment, including, but not limited to, operating joint maintenance and repair facilities or establishing joint equipment pools.

5.6 The Parties may also discuss and agree upon administrative matters and related issues, including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record keeping, responsibility for loss or damage, the establishment and operation of individual or joint tonnage centers, the interchange of information and data, including EDP communications, regarding all matter within the scope of the Agreement, terms and conditions for force majeure relief, insurance, indemnification, consequences for delays, and treatment of hazardous and dangerous cargoes.

5.7 Each Party shall retain its separate identity, shall have separate sales, pricing and marketing functions, and will issue its own bills of lading, handle its own claims, and shall be fully responsible for the expenses and operation of its owned or chartered vessels and for terminal costs attributable to cargo moved on its own bill of lading. No Party shall be deemed to be the agent for any other Party for any purpose under this Agreement. This Agreement is not and shall not be construed as a joint venture, partnership or unincorporated association and no Party is or shall be construed as, deemed to be or found liable for the debts or obligations of any other Party(ies).

5.8 Each Party may maintain its own separate feeder services, but the Parties may discuss and agree on mutual feeder arrangements.

5.9 The authority of the Parties under this Agreement contemplates operations, activities and agreements interstitial to or otherwise in implementation of all such expressed authority or undertaken or entered into with a reasonable basis to conclude that such collective action is covered by this Agreement, as lawfully in effect at the time the action occurred. In accordance with 46 C.F.R. § 535.408, any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, except to the extent that such agreement concerns routine operational or administrative matters. Except as required by law, the terms and conditions of any interstitial agreement shall be confidential to the Parties and no details of such agreement or the contents thereof shall be divulged to any third party without the prior written approval of the others.

FMC Agreement No.: 011463-013 Effective Date: Pending
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ARTICLE 6. ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, and communications between the Parties to enable them to effectuate the purposes of this Agreement.

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

(a) Any authorized officer or representative of a Party; and

(b) Legal counsel for each of the Parties.

ARTICLE 7. MEMBERSHIP

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.

ARTICLE 8. VOTING

Actions taken pursuant to, or any amendment of, this Agreement shall be by unanimous consent of the Parties.

ARTICLE 9. DURATION AND TERMINATION OF AGREEMENT

9.1 This Agreement shall be effective as of the later of its effective date under the Shipping Act of 1984, as amended and codified, and July 1, 2014, or such later date as the parties may agree.

9.2 This Agreement shall continue in effect unless the Agreement is terminated pursuant to Article 9.3 or all parties but one withdraw in accordance with Article 9.3(c).

9.3 This Agreement may be terminated or suspended in accordance with the following provisions:

(a) Upon the mutual agreement of the Parties.

(b) Any Party may suspend its participation in this Agreement with immediate effect

FMC Agreement No.: 011463-013 Effective Date: Pending
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if war, whether declared or not, or hostilities or the imminence thereof, renders the performance of this Agreement wholly or substantially impractical for the foreseeable future or if any Party is by Government action precluded from operating in the Trade or a substantial or material part thereof, for such period that such condition exists.

(c) Any party may withdraw from this Agreement at any time with six (6) months' written notice to the other Parties. Any withdrawal shall be without prejudice to the Parties' respective accrued obligations to one another as of the date of withdrawal. In no event shall any party be liable to another for consequential damages arising from withdrawal from this Agreement.

9.4 If at any time any Party is dissolved or becomes insolvent, or fails to pay its debts as they may become due 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 subject to 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 law 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 Parties), and another Party is of the opinion that such event or occurrence is or may be materially detrimental to this Agreement, or sums that may be owed other than those that would be disputed in good faith may not be paid in full or that their payment may be delayed, then such other Party may give notice in writing of its immediate withdrawal from this Agreement.

9.5 In the event of a termination pursuant to Article 9.3 or 9.4, the Parties shall give prompt written notice to the Federal Maritime Commission.

9.6 The termination of this Agreement pursuant to Article 9.3 or 9.4 shall not terminate or otherwise affect any accrued obligations of each Party to the other Parties under this Agreement which have arisen prior to such termination.

ARTICLE 10. **APPLICABLE LAW**

This Agreement, and any matter or dispute arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of England; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the Shipping Act of 1984.

ARTICLE 11. **NOTICES**

All notices and other communications pertaining to this Agreement shall be given in writing addressed to the respective Parties, as follows:

FMC Agreement No.: 011463-013 Effective Date: Pending
Downloaded from WWW.FMC.GOV on Tuesday, May 22, 2018

If to HLAG:
Hapag Lloyd AG
Ballindam 25
20095 Hamburg, Germany
Email: Axel.Luedeke@hlag.com
Attention: Axel Luedeke, Senior Director Network and Cooperations

If to Maersk:
Maersk Line A/S
50, Esplanaden
DK-1098 Copenhagen K, Denmark
Email:
Attention:

ARTICLE 12. LANGUAGE

This Agreement and all notices, communications or other writings made in connection herewith, shall be in the English language. No Party shall have any obligation to translate such matter into any other language and the wording and the meaning of any such matters in the English language shall govern and control.

ARTICLE 13. ARBITRATION

13.1 All disputes or differences arising out of or in connection with this Agreement which cannot be amicably resolved 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 13. 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, unless when the amount in dispute is less than US$100,000, in which case the LMAA Small Claim Procedure shall apply. The reference shall be to three arbitrators and the provisions of English law and the LMAA Terms shall apply to their appointment. For the avoidance of doubt each party will be responsible for the fees of its arbitrator. Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

13.2 Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement. In the case of a dispute or difference in respect of which arbitration has been commenced, the following shall apply:-

i. A Party to the reference may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party to the reference

FMC Agreement No.: 011463-013 Effective Date: Pending
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of a written notice (the "Mediation Notice") calling on the other to agree to mediation.

ii. The other party to the reference shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties to the reference shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of any party to the reference a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties to the reference may agree or, in the event of disagreement, as may be set by the mediator.

iii. If any party to the reference does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties to the reference.

iv. The mediation shall not affect the right of a party to the reference to seek such relief or take such steps as it considers necessary to protect its interest.

v. Each party to the reference may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

vi. Unless otherwise agreed or specified in the mediation terms, each party to the reference shall bear its own costs incurred in the mediation and the parties to the reference shall share equally the mediator's costs and expenses.

vii. The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law.

ARTICLE 14. **NON-ASSIGNMENT**

The Parties agree that no Party hereto shall have the right to assign any of its rights or obligations hereunder to any third-party without the written consent of the other parties hereto.

ARTICLE 15. **CABOTAGE**

Notwithstanding that this Agreement covers only international trade, the parties herein state that, during the period governed by this Agreement:

FMC Agreement No.: 011463-013 Effective Date: Pending
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(a) the vessels with non Chilean flag shall not be employed in coastal trade (cabotage) along the Chilean coast (art. 3 of Chilean Law Decree number 3.059, 1979, as amended by Law number 18.454).

(b) no vessel other than a vessel built in, documented under the laws of and owned by citizens of the United States shall transport merchandise between points in the United States, including Districts, Territories and possessions thereof embraced within the U.S. coastwise laws (Section 27 of the Merchant Marine Act, 1920, 46 U.S.C. § 883, as amended).

(c) the same limitations as in (a) and (b) above shall apply to cargo carried in space chartered to other carriers on vessels covered by this agreement.

ARTICLE 16. SEA CARRIER INITIATIVE AND CONTRABAND

All Parties agree to comply strictly with the United States Anti-Drug Abuse Act of 1986 and any re-enactments or amendments thereto. All Parties agree to exercise the highest degree of care and diligence in preventing the carriage of drugs and other contraband aboard the Containerships. Each Party warrants it is a signatory to a Sea Carrier Initiative Agreement with the United States Customs Service, that it will remain so as long as it is a party to the Agreement and that it will comply with the provisions of such Sea Carrier Initiative agreement.

FMC Agreement No.: 011463-013 Effective Date: Pending
Downloaded from WWW.FMC.GOV on Tuesday, May 22, 2018

SIGNATURES

This Agreement may be executed and delivered by exchange of facsimile copies showing the signatures of each Party, and the original signatures need not be affixed to the same copy. The facsimile copies showing the signature of each Party will constitute original signed copies of the same Agreement requiring no further execution.

IN WITNESS WHEREOF, the Parties have this 17th day of ~~March~~ April, 2018 caused this Agreement to be executed by their duly authorized representatives:

HAPAG-LLOYD AG

By: _____ _____
Name: Ulf Schawohl Axel Lüdeke
Title: Senior Managing Director Senior Director

MAERSK LINE A/S

By: _____
Name:
Title:

FMC Agreement No.: 011463-013 Effective Date: Pending
Downloaded from WWW.FMC.GOV on Tuesday, May 22, 2018

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IN WITNESS WHEREOF, the Parties have this 17th day of ~~March~~ April, 2018 caused this Agreement to be executed by their duly authorized representatives:

HAPAG-LLOYD AG

By: _____
Name:
Title:

MAERSK LINE A/S

By: _____
Name: ANDERS BORNTES
Title: SVP

FMC Agreement No.: 011463-013 Effective Date: Pending
Downloaded from WWW.FMC.GOV on Tuesday, May 22, 2018