Original Title Page

U.S. PACIFIC COAST-OCEANIA AGREEMENT

FMC AGREEMENT NO. 011741-019
(5th Edition)

A Space Charter and Sailing Agreement

Original Effective Date: January 29, 2001

Expiration Date: None

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ARTICLE 1: Full Name of the Agreement.

The full name of this Agreement is the U.S. Pacific Coast-Oceania Agreement (the "Agreement").

ARTICLE 2: Purpose of the Agreement.

The purpose of this Agreement is to promote efficient utilization of vessels and equipment and provide efficient, reliable and stable liner shipping services in the Trade (as defined in Article 4) through the activities authorized hereunder.

ARTICLE 3: Parties to the Agreement.

The following are the respective names and addresses of the principal offices of the parties to this Agreement:

(a) Hamburg-Sudamerikanische Dampfschifffahrtsgesellschaft KG, whose address is Willy-Brandt-Str. 59, 20457 Hamburg, Germany ("Hamburg Süd");

(b) Hapag-Lloyd AG, whose address in Ballindamm 25, 20095 Hamburg, Germany ("HLAG"); and

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(c) CMA CGM S.A., whose address is 4, Quai d'Arenc, 13235 Marseilles, France and ANL Singapore Pte Ltd., whose address is 9 North Buona Vista Drive, #03-02 The Metropolis Tower 1, Singapore 138588, (acting as a single party and referred to hereinafter as "CMA CGM").

The foregoing are hereinafter referred to collectively as the "Parties" and singly as a "Party."

ARTICLE 4: Geographic Scope of the Agreement.

The geographic scope of this Agreement is the trade between:

(a) (i) ports on the Pacific Coasts of the United States (including Hawaii) and Canada and inland points served via these ports and (ii) ports and points in Australia, New Zealand and the Pacific Islands; and

(b) (i) ports on the Pacific Coast of the United States and inland points served via such ports and (ii) ports on the Pacific Coasts of Canada and inland points in Canada served via such ports.

The entirety of this Article is hereinafter referred to as the "Trade." [1]

[1] The trade between Canada, on the one hand, and Australia, New Zealand and the Pacific Islands, on the other hand, is not within the scope of the U.S. Shipping Act or the jurisdiction of the FMC and it is understood the Parties receive no immunity from U.S. antitrust laws with respect to the aforementioned trade. It is identified in this Agreement solely for purposes of disclosing the full scope of the cooperation of the Parties.

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ARTICLE 5: Agreement Authority.

5.1 Vessels and Strings.

(a) Initially, the Parties shall operate two strings under this Agreement, as follows:

(i) Pacific South West ("PSW") string, calling weekly at ports in California, New Zealand and Australia, as well as in Tahiti. The PSW string initially shall utilize seven (7) vessels of approximately 2,100 to 2,700TEU capacity (based on 14 tonnes per TEU homogeneous southbound), three of which will be provided by CMA CGM, three of which will be provided by Hamburg Süd, and one of which will be provided by HLAG. Without further amendment hereto, the Parties are authorized to operate between six (6) and nine (9) vessels in the PSW string, such vessels to have a capacity of not less than 2,800 TEUs nominal and a maximum capacity of not more than approximately 3,800 TEUs nominal. In order to implement such adjustments, the Parties are also authorized to make corresponding revisions in port calls and the numbers of vessels provided by the respective Parties.

(ii) Pacific North West ("PNW") string, calling fortnightly at ports in California, the Pacific North West, Canada, New Zealand, Australia, and Fiji

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(and once every six weeks in Hawaii). The PNW string initially shall utilize four (4) vessels of approximately 1,800 to 2,100 TEU capacity (based on 14 tonnes per TEU homogeneous southbound), two of which will be provided by Hamburg Süd, and two of which will be provided by HLAG. Without further amendment hereto, the Parties are authorized to operate between four (4) and seven (7) vessels in the PNW string, such vessels to have a minimum capacity of not less than 2,700 TEUs nominal and not more than approximately 3,200 TEUs nominal. In order to implement such adjustments, the Parties are also authorized to make corresponding revisions in port calls and the numbers of vessels provided by the respective Parties.

(b) The vessels to be contributed under Article 5.1(a) shall have suitable characteristics with regard to size, speed, configuration and power points for temperature-controlled units, and shall only be introduced after agreement with the other Parties, such agreement not to be unreasonably withheld.

(c) It is understood that vessels presently operated by the Parties in the Trade covered by this Agreement or substitute vessels will be contributed to provide an adequate, economic and efficient shipping service in the Trade to maintain the Minimum Capacity and Service Levels negotiated as required with designated shipper bodies in Australia. When agreed, Minimum Capacity and

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Service Levels shall be set forth in Appendix A to this Agreement. It is also understood that in order to provide such an adequate, economic and efficient shipping service in the Trade to maintain the Minimum Capacity and Service Levels, it is necessary for the Parties' vessel utilizations to be maximized. Accordingly, except as provided in Appendix B or with the unanimous consent of the other Parties, no Party or any parent, subsidiary or affiliate of a Party may operate any direct, relay or transshipment service between the United States Pacific Coast and Australia and/or New Zealand that competes with a service operated hereunder.

(d) Each Party will be responsible for the costs of its vessel(s), including, but not limited to, vessel charter hire, fuel, port charges and port agency vessel husbanding expenses. Unless otherwise agreed, the Parties shall be responsible for their own phase in and phase out costs. Each Party also will be responsible for any fees, taxes, penalties, charges, or liabilities, assessed against the vessel, by virtue of its flag or otherwise, by any governmental authority.

(e) The Parties shall agree on a long-term pro-forma schedule for the service. Such schedule may be changed from time to time as the Parties mutually agree and shall incorporate periods required for programmed maintenance and repair including periodic dry docking which shall be advised at least three (3) months in advance. The Parties are authorized to discuss and

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agree upon rules for remedial actions and financial consequences in cases of non-performance.

(f) The Parties are authorized to charter vessels to/from one another or jointly from third parties.

5.2 Slot Allocations and Use of Slots.

(a) The average weekly (or fortnightly, in the case of the PNW string) space allocations on the vessels operated hereunder shall be as follows, with the precise amount varying by vessel type:

| | Southbound | | Northbound | |
|---|---|---|---|---|
| | PNW | PSW | PNW | PSW |
| Hamburg Sud | 763 | 977 | 955 | 882 |
| HLAG | 509 | 346 | 621 | 428 |
| CMA CGM | 565 | 623 | 175 | 790 |

For purposes of calculating the foregoing allocations, slots on both strings were counted on a 1 for 1 basis.

The standard slot capacity of the vessels operated hereunder shall be determined based on an average deadweight of 14 tonnes per TEU homogeneous southbound, 14 tonnes per dry TEU northbound, and 18 tonnes per reefer plug northbound. Subject to any restrictions imposed on the slot allocations set forth above, each Party shall be entitled to use its slot allocation without any geographical restrictions regarding the origin or destination of the

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agree upon rules for remedial actions and financial consequences in cases of non-performance.

(f) The Parties are authorized to charter vessels to/from one another or jointly from third parties.

5.2 Slot Allocations and Use of Slots.

(a) The average weekly (or fortnightly, in the case of the PNW string) space allocations on the vessels operated hereunder shall be as follows, with the precise amount varying by vessel type:

| | Southbound | | Northbound | |
|---|---|---|---|---|
| | PNW | PSW | PNW | PSW |
| Hamburg Sud | 763 | 886 | 955 | 852 |
| HLAG | 509 | 476 | 621 | 458 |
| CMA CGM | 565 | 584 | 175 | 790 |

For purposes of calculating the foregoing allocations, slots on both strings were counted on a 1 for 1 basis.

The standard slot capacity of the vessels operated hereunder shall be determined based on an average deadweight of 14 tonnes per TEU homogeneous southbound, 14 tonnes per dry TEU northbound, and 18 tonnes per reefer plug northbound. Subject to any restrictions imposed on the slot allocations set forth above, each Party shall be entitled to use its slot allocation without any geographical restrictions regarding the origin or destination of the

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cargo and, except as otherwise provided herein, there shall be no priorities for either full, empty, wayport/interport or breakbulk cargo.

(b) If on any sailing a Party is unable to utilise its allocation of slots, such allocation may be made available to the other Parties. Agreement to release slots should not be unreasonably withheld. The Party(ies) to whom the allocation has been transferred shall commit to the payment for the slots at the prevailing slot rates on a used/not used basis one way.

(c) In the event more than one Party requests additional unused slots, the unused slots will be apportioned in line with that string's allocation. Should unused allocation exist during a voyage, the Party operating the vessel will load the maximum amount of cargo that is released to a vessel at last port southbound and northbound. The Parties commit to the payment for the slots at the prevailing slot rates on a used/unused basis one way.

(d) Any unused slots within a Party's entitlement may be sold or sub-chartered ad hoc to any vessel operating common carrier (VOCC) meeting regulatory requirements, always provided that there is prior consultation with the other Parties, and that the other Parties will have first refusal of such unused slots. The Party with unused slots may sell space to VOCCs only on an ad hoc basis if the other Parties have failed to exercise their "first refusal" option within one business day notification by e-mail or fax. An ad hoc sale shall be deemed to be a sale of slots on a single voyage occurring within a

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one week period. Space charters or vessel sharing arrangements of a more permanent nature with non-party VOCCs that utilize the vessels operated under this Agreement are not permitted. Notwithstanding the immediately preceding sentence, any Party that has a pre-existing space charter or vessel sharing agreement with one or more non-party VOCCs or an individual service operating within the scope of this Agreement that is outside the portion of the Trade between the United States Pacific Coast and Australia and/or New Zealand, and which is identified in Appendix C hereto, shall be permitted to continue to make space available to such non-party VOCCs on vessels operated under this Agreement or to operate such individual service, as the case may be. In the event a Party proposes an addition to Appendix C covering a new space charter or vessel sharing agreement in any portion of the Trade outside that between the United States Pacific Coast and Australia and/or New Zealand which would utilize vessels operating under this Agreement, such addition shall be permitted only upon the unanimous consent of the Parties, which consent shall not be unreasonably withheld.

(e) A Party requiring additional slots shall first approach the other Parties to ascertain whether they have unused slots to sell. If, however, the other Parties are unable to fulfill such requirements and sufficient excess space is not available pursuant to Article 5.2(g) below, then slots may be acquired from third parties with direct voyages/schedules on an ad hoc basis occurring within a one-week period.

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(f) The Parties shall be free, subject to regulatory requirements, to make space available from within their own allocations to their own subsidiary or affiliated vessel-operating common carrier companies.

(g) Excess capacity is that usable capacity remaining on a vessel after the full declared capacity of the vessel has been utilized. Subject to Article 5.2(h), excess capacity shall be made available to each Party in proportion to its basic allocation. If, after purchasing space from other Parties and utilizing its share of excess capacity a Party still requires additional space, it may utilize any excess capacity that has not been utilized by the other Parties. Any Party which utilizes excess capacity shall pay the vessel operator for such excess capacity at the established slot hire rates. Empty containers may be carried in excess capacity free of any slot payment, subject to operational approval from the vessel operator. The vessel operator will manage the use of excess capacity on any sailing.

(h) If a Party has vacant slots within its allocation of slots, then any slots required by another Party must be purchased from the Party having such vacant slots at the established slot hire rates before using slots in excess of allocation. The established slot hire rate paid for slots pursuant to this Article 5.2(h) shall be for the benefit of the Party selling the slots.

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(i) A Party utilising slots in excess of its allocation on a coastal passage shall be entitled to use such slots at no additional cost but must immediately return the slots to the other Party on demand at any subsequent port. This right shall not be abused and operational restrictions may be introduced to ensure that the vessels meet their pro-forma voyage schedules.

(j) The Parties are authorized to discuss and agree on the amount of slot charter hire to be paid hereunder and the terms and conditions under which such slot charter hire shall be paid. Slot charter hire shall be calculated based upon the following components: vessel charter prices and other vessel operating costs, fuel prices and consumption, and port costs. In addition, the Parties shall review the components of the slot charter hire at such intervals as they may agree from time to time.

(k) Each Party shall be responsible for the non-fixed component costs of handling cargo moving under its bill of lading (e.g., stevedoring and other cargo handling costs).

5.3 Review and Revision of Vessels and Slot Allocations.

(a) It is understood that the provision of vessels set forth in Article 5.1 above and the allocation of space set forth in Article 5.2 are those that will initially apply under this Agreement. After this Agreement has become operational, it is understood that the Parties may review and revise the foregoing provisions as they may agree from time to time. Should any such revisions to the vessels and/or slot allocations require any amendments to this

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Agreement, such amendments will be filed with the Federal Maritime Commission and otherwise as required by applicable law.

(b) In the event that at any time during the period of the Agreement there is a change in the standard slot capacity of vessel(s) operating in a string as a result of upgrading or downgrading the size of the fleet, the slot allocations will be adjusted as follows: (i) demand for slots will be reassessed in light of the changes in the capacity available; and (ii) new string slot allocations will be determined in accordance with the principles set out in Article 5.3(c) hereof. For the avoidance of doubt, a substitution of one or more individual vessels, albeit of different capacity, will not trigger this Article 5.3(b) unless the Parties agree that such substitution is indeed part of an upgrade/downgrade in the size of the vessels in the string(s).

(c) In reviewing and revising slot allocations under this Agreement, the following principles shall apply:

(i) If demand increases in such a way that the standard slot capacity of the string is insufficient to cover a Party's demand then each Party shall be entitled to require that its current string slot allocation shall be protected and not artificially reduced as a result of any other Party increasing their demand beyond the ability of the string to accommodate the requirement.

(ii) If demand declines in such a way that there is a surplus or an increase in the surplus standard slot capacity available on the string then each

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Party shall be entitled to require that their current string slot allocation shall be protected and shall not be artificially increased as a result of any other Party reducing their demand.

5.4 Terminals.

The Parties are authorized to jointly negotiate ocean terminal and stevedoring agreements. Subject to such criteria as the Parties may from time to time agree, the Parties shall work towards the establishment of the most efficient ocean terminal arrangement, which may include using one ocean terminal at each port of call. In selecting an ocean terminal, preference will be given to ocean terminals owned/leased/operated by Parties or their subsidiary or associated companies and consideration shall be given to the fulfillment of Parties' existing ocean terminal contracts. It is understood, however, that the selection of an ocean terminal shall be based on all input, including cost, comparative service and all other relevant factors (such as other services calling at the terminal). To the extent this Article 5.4 relates to outwards or inward liner cargo shipping services in Australia, it is limited to the extent permitted under Part X of the Competition and Consumer Act, 2010.

5.5 Membership in Other Agreements.

The Parties may discuss and agree upon their respective memberships in any conference, rate agreement, discussion agreement, stabilization agreement,

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or other type of agreement in the Trade, provided that each Party shall retain the unilateral right to join or withdraw from any such agreement in accordance with the terms of such agreement.

5.6 Feeder and Transshipment Vessels.

The Parties are authorized to discuss and agree upon the chartering, hiring, establishment, use, scheduling and coordination of feeder and transshipment services in conjunction with the strings operated under this Agreement.

5.7 Equipment

The Parties are authorised to discuss and agree upon standards for, and may interchange, purchase, pool, lease, sublease, maintain and repair, or otherwise co-operate in connection with containers, chassis and other equipment utilized in the Trade as among themselves as they may from time to time agree, including the establishment of joint container and chassis pools, depots, container yards and container freight stations.

5.8 Inland Transportation.

To the extent permitted by the Shipping Act of 1984, as amended, Part X of the Australian Competition and Consumer Act, 2010, or the applicable law of any other relevant jurisdiction, the Parties are authorized to jointly negotiate and agree with one or more motor carriers and/or railroads with respect to rates,

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terms, conditions and services charged or provided by such inland carriers to the Parties in the United States or other countries within the scope of this Agreement. To the extent this provision relates to outwards or inwards liner cargo shipping services in Australia, this provision is limited to the extent permitted under Part X of the Competition and Consumer Act, 2010.

5.9 Liabilities.

The Parties are authorized to discuss and agree upon their respective liabilities hereunder, including the terms and conditions of the Parties respective bills of lading issued to cargo interests or of memorandum bills of lading that they may issue to one another or to any sub-charterer.

5.10 Separate Commercial Identities.

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. This Agreement does not create and shall not be interpreted as creating any partnership, joint venture or agency relationship among the Parties, or any joint liability under the law of any jurisdiction.

5.11 Working Procedures.

The Parties are authorized to enter into written agreements or otherwise agree on working and administrative procedures that implement the authority contained herein, including procedures for the booking of cargo in slots allocated hereunder; the acceptance and accommodation of dangerous cargoes, out-of-gauge cargoes and reefer cargoes; terminal operations; usage of containers, chassis and other equipment; and all other routine, operational and

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administrative matters.

5.12 Further Agreements.

Any further agreement contemplated by this Agreement, except to the extent such further agreement relates to matters exempt from filing under 46 C.F.R. § 535.408, shall be filed with the FMC and become effective under the Shipping Act of 1984, as amended, prior to being implemented. To the extent this Article 5.12 relates to outwards or inwards liner cargo shipping services in Australia, it shall be subject to Part X of the Competition and Consumer Act, 2010.

ARTICLE 6: Officials of the Agreement and Delegations of Authority.

(a) This Agreement shall be administered and implemented by decisions, memoranda and communications between the Parties to enable them to effectuate the purpose of this Agreement. The Parties are authorized to establish such standing or temporary committees and sub-committees as they may deem appropriate from time to time.

(b) The following individuals shall have the authority to file this Agreement and any modifications thereto with the Federal Maritime Commission, as well as authority to delegate same: any authorized officer or representative of a Party; and legal counsel for each of the Parties.

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(c) The individuals identified in Article 6(b) above shall also be authorized:

(1) To apply under the Competition and Consumer Act, 2010 for the provisional and final registration of this Agreement and of any amendment or associate agreement;

(2) To give notice of any change in negotiable shipping arrangements or of any other affecting event, as may be required under that Act; and

(3) To do any other act which may be necessary, by way of filing, registration or notification, under any applicable law.

ARTICLE 7: Membership, Withdrawal, Readmission and Expulsion.

(a) An ocean common carrier in the Trade may be admitted as a new party on unanimous consent of the existing Parties. Any Party may withdraw from the Agreement upon six (6) months written notice to the other Parties, which notice may not be given prior to eighteen (18) months from August 1, 2008.

(b) Notwithstanding Article 7(a), if at any time during the term of the Agreement there shall be a change in the control or a material change in the ownership of a Party or any holding company of a Party (the Party so affected being referred to in this Article 7(b) only as the Affected Party) and the other Parties are unanimously of the opinion arrived at in good faith that such change is likely materially to prejudice the cohesion or viability of the service

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operated under this Agreement, then the other Parties may within three months of the coming into effect of such change give not less than three months' notice in writing to the Affected Party terminating the Agreement in relation to that Party. For purposes of this Article 7(b), a change in the control or material change in the ownership of a Party or of the holding company of that Party shall not include any public offering of shares in that Party or its holding company, or existing shareholders changing their relative shareholdings, or the acquisition by a third party of a minority shareholding in that Party or its holding company.

(c) Notwithstanding Article 7(a), if at any time during the term of the Agreement any Party should become bankrupt or declares insolvency or have a receiving order made against it, suspend payments, or continue its business under a receiver for the benefit of any of its creditors, or if a petition is presented or a meeting convened for the purpose of considering a resolution, or other steps are taken, for the winding-up of the Party (otherwise than for the purposes of and followed by a resolution previously approved in writing by the other Parties), or any event similar to any of the above shall occur under the laws of the Party's country of incorporation (the Party so affected being referred to in this Article 7(c) only as the Affected Party) and the other Parties are unanimously of the opinion that the result may be materially detrimental to the service operated under this Agreement, or that sums may be owed by the Affected Party to any other Party or Parties and may not be paid in full or their payment may be delayed, then, by unanimous decision of the other Parties, any

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further participation of the Affected Party in the Agreement or any part thereof may, with immediate effect, either be terminated or suspended for such period as the other Parties, in their sole discretion, deem appropriate.

ARTICLE 8: Voting.

Decisions on all issues concerning this Agreement shall be reached by unanimous agreement of the Parties.

ARTICLE 9: Duration and Termination of the Agreement.

This Agreement shall remain in full force and effect until the parties unanimously agree to its termination or until all but one of the parties has withdrawn from the Agreement in accordance with Article 7 hereof.

ARTICLE 10: Arbitration and Governing Law.

10.1 Except where Article 11 applies, this Agreement shall be governed by and construed in accordance with the laws of England.

10.2 All disputes or differences arising under this Agreement which cannot be amicably resolved shall be referred to arbitration in England in accordance with the Arbitration Act 1996 together with LMAA (London Maritime Arbitration Association) terms in use at the time of the dispute or difference.

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10.3 The Parties to agree to appoint a single/sole arbitrator, having appropriate commercial and consortia experience, within 21 days of any Party seeking an appointment. If any Party should so request, a panel of three arbitrators shall be appointed. Should there be no agreement on the appointment within the said 21 days, then the LMAA President will appoint a single/sole arbitrator (or a panel of three arbitrators, as appropriate) at the request of any Party.

10.4 The Parties further agree:-

a. The right of appeal to the Courts is excluded, and immediately following the appointment of the arbitrator(s) each Party shall send to the arbitrator(s) a letter confirming that such right of appeal is excluded.

b. Where the amount in dispute is US$ 200,000 or less, the arbitration will proceed on a documents and written submission basis only. However, oral evidence will be allowed exceptionally and at the discretion of the arbitrator(s).

c. For all disputes or differences whatever the amount claimed, there shall be no discovery, but, if in the opinion of the arbitrator(s) a Party 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, he fails to produce the document(s) it will not favour that Party's case.

d. The term "relevant document" includes all documents relevant to the dispute of difference, whether or not favourable to the Party 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.

e. Each Party agrees that any awards given under this Clause shall be notified to the European Commission.

f. Any interest awarded under this Article shall be simple interest only.

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Article 11. Law and Arbitration – Outwards Service

11.1 The Parties acknowledge that section 10.06 of the Competition and Consumer Act, 2010 requires that questions under an agreement in relation to an outwards liner cargo shipping service must be determined in Australia in accordance with Australian law, and that the portion of the Trade from Australia to the United States is an outwards liner cargo shipping service within the meaning of the Competition and Consumer Act, 2010 ("Outwards Service"). Accordingly, the Parties agree that any question arising under the Agreement solely in relation to the Outwards Service shall be determined in Australia in accordance with the laws of New South Wales, Australia.

11.2 All questions arising under this Agreement relating solely to the Outwards Service which cannot be amicably resolved shall be referred to arbitration in Sydney Australia in accordance with and subject to the International Arbitration Act 1974 (Cth) and UNCITRAL Arbitration Rules.

11.3 The Parties to agree to appoint a single/sole arbitrator, having appropriate commercial and consortia experience, within 21 days of any Party seeking an appointment. If any Party should so request, a panel of three arbitrators shall be appointed. Should there be no agreement on the appointment within the said 21 days, then the Shipping Australia Limited Chairman (or equivalent) will appoint a single/sole arbitrator (or a panel of three arbitrators, as appropriate) at the request of any Party.

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11.4 The Parties further agree:-

a. Where the amount in dispute is US$ 200,000 or less, the arbitration will proceed on a documents and written submission basis only. However, oral evidence will be allowed exceptionally and at the discretion of the arbitrator(s).

b. For all disputes or differences whatever the amount claimed, there shall be no discovery, but, if in the opinion of the arbitrator(s) a Party 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, he fails to produce the document(s) it will not favour that Party's case.

c. The term "relevant document" includes all documents relevant to the dispute of difference, whether or not favourable to the Party 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.

d. Any interest awarded under this Article shall be simple interest only.

ARTICLE 12: Non-Assignment.

The rights and obligations of each Party under the Agreement shall not be assignable except to subsidiaries, parent companies or fellow subsidiaries or with the prior unanimous agreement of all Parties. Each Party shall warrant that any subsidiary or fellow subsidiary to which any assignment is made shall not be sold to a third-party that is not a Party.

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ARTICLE 13: Force Majeure.

(a) In circumstances such as but not limited to the event of war, whether declared or not, hostilities or the imminence thereof, act of public enemies, restraint of princes, rulers or people, or compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban or other events which render the Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but (subject always to the various provisions for termination of this Agreement as set out in Article 7) the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued at the date of suspension. Should the Agreement be wholly suspended for a period exceeding six (6) calendar months from the date of commencement of such suspension the Agreement shall terminate. Prompt written notice of any suspension or termination of the Agreement pursuant to this Article 13 shall be provided to the Federal Maritime Commission.

(b) In the event that a Party considers that any cause, happening or event not within its control substantially impairs its ability to enjoy its rights or carry out its, or other Parties', obligations under this Agreement then, at its request, the Parties shall meet together with all reasonable dispatch in order to consider such adjustment of the terms hereof as may be mutually acceptable.

ARTICLE 14: Language.

This Agreement and all notices, communications or other writing shall be in the English language and no Party shall have any obligation to translate such matter into any other language. The wording in the English language shall prevail.

ARTICLE 15: Severability.

If any provision of this Agreement, as presently stated or later amended is held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational then this Agreement shall be invalid only to the extent of such invalidity, illegality or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

ARTICLE 16: Notices.

Any notice or other communication which one Party hereto may require to give or to make to the other Parties under the Agreement shall, unless otherwise specifically provided herein, be written in English and sent by mail or facsimile with copy by mail, to the addresses of each of the other Parties as set out in Article 3 hereof.

ARTICLE 17: Customs-Trade Partnership Against Terrorism ("C-TPAT").

Each Party agrees that it shall enter into a C-TPAT agreement with the U.S. Customs Service and shall abide by the terms of such agreement.

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## Appendix A

### Minimum Levels of Service

1. Extent of Undertaking to Provide Minimum Level of Service

With a view to providing adequate, economic and efficient shipping services, Member Lines agree, subject to the conditions set out in this Appendix, to provide the minimum level of service specified in Paragraph 3.

2. Basis of Providing Minimum Level of Service

The Minimum Service Level in this Appendix is subject to Force Majeure (including strikes, actual conflict or civil disturbance) wherever occurring.

The minimum level of service specific in Paragraph 3 is established having regard to expected trading and operational conditions in the 12 months from May, 2015. In the event that any of these conditions change to a degree which could prevent the achievement of the specified minimum level of service, the Member Lines have the right, with prior notice to the relevant Designated Shipper Body, to provide proportionately a lower level of service for a period not exceeding 90 days.

If the present Appendix is not amended in respect of the minimum service level within the 90 day period, Member Lines will take whatever action is necessary to provide the minimum level of service specified in Paragraph 3.

3. Statement of Minimum Service Levels

The minimum service level for the purpose of this Agreement on the basis in Paragraph 2 is as follows:

a. Minimum Capacity and Service
The Member Lines collectively undertake to maintain sufficient tonnage in the trade to provide:

Northbound: 43,470 dry TEUs and 8,880 refrigerated plugs in 62 sailings per annum

Southbound: 71,325 dry TEUs and 17,095 refrigerated plugs in 62 sailings per annum

The foregoing sailings shall be provided on a regular basis together with sufficient containers in good working order and condition.

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b. Loading Ports
(by direct service or indirect service at base port rates at no extra cost to shippers/exporters).

Northbound: Melbourne, Sydney

Southbound: Long Beach, Oakland, Tacoma, Vancouver

c. Discharge Ports (by direct service or indirect service at base port rates at no extra cost to shippers/exporters).

Northbound: Long Beach, Oakland, Tacoma, Vancouver

Southbound: Melbourne, Sydney

d. Other Ports
Ports other than those stipulated in 3b. and 3c. above may be served directly or indirectly by the Lines. Additional freight or on-carrying charges may apply.

e. At the time of negotiating this Appendix A – Minimum Level of Service document the overall range of ports serviced, whether direct or indirect, contained in the current terms and conditions of the Member Lines individual Tariffs form part of this Agreement.

4. Amendment

This Appendix is subject to amendment by Member Lines after negotiation, if required, with the relevant Designated Shipper Body, currently the Australian Peak Shippers Association.

* * *

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## Appendix B

### Competing Services Between the U.S. and Australia and/or New Zealand

1. Service from the U.S. West Coast to Fremantle

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## Appendix C

Vessel Sharing Arrangements Authorized to
Utilize Space on Vessels Operated Hereunder and
Individual Services Permitted to Continue

1. All existing trans-Tasman arrangements and/or their replacements

2. Hapag-Lloyd arrangements with:

    a. Pacific Direct Line between Australia/New Zealand and Tahiti
    b. Neptune Shipping Services between Australia/New Zealand and Fiji

3. Hamburg-Sud arrangements with:

    a. Polynesia Line between USWC and Papeete, Samoa, America Samoa, Tonga, Fiji and Cook Islands

4. The following CMA CGM services:

    a. Replacement of the suspended PAD service to Fiji with the Neptune service.

    b. Replacement of the suspended Australia/Noumea service with Sofrana/PDL.

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U.S. Pacific Coast-Oceania Agreement
FMC Agreement No. 011741-021
(5th Edition)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed this 15TH day of August, 2016, to amend this Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

HAMBURG-SUDAMERIKANISCHE DAMPFSCHIFFFAHRTSGESELLSCHAFT KG

Name:
Title:
Frank Smet
Member of the Executive Board

HAPAG-LLOYD AG

Name:
Title:
Philipp Arning
Global Head of Network
10/8/16

CMA CGM S.A.

Name:
Title:

ANL SINGAPORE PTE LTD.

Name:
Title:

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HAMBURG-SUDAMERIKANISCHE DAMPFSCHIFFFAHRTSGESELLSCHAFT KG

Name:
Title:

HAPAG-LLOYD AG

i.V. Axel J. Lüdeke

Name: Ulf Schawohl
Title: Managing Director

Axel Lüdeke
Senior Director

CMA CGM S.A.

Name:
Title:

ANL SINGAPORE PTE LTD.

Name:
Title:

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HAMBURG-SUDAMERIKANISCHE DAMPFSCHIFFFAHRTSGESELLSCHAFT KG

Name:
Title:

HAPAG-LLOYD AG

Name:
Title:

CMA CGM S.A.

Name: N. E. DZIOT
Title: G.M Operations

ANL SINGAPORE PTE LTD.

Name:
Title:

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HAMBURG-SUDAMERIKANISCHE DAMPFSCHIFFFAHRTSGESELLSCHAFT KG

Name:
Title:

HAPAG-LLOYD AG

Name:
Title:

CMA CGM S.A.

Name:
Title:

ANL SINGAPORE PTE LTD.

Name: PATRICK YIRO
Title: MANAGING DIRECTOR

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