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ACL/WWL AGREEMENT
FMC NO. 232-011261-009
4th Edition

Space Charter, Sailing and Cooperative
Working Agreement

EFFECTIVE
DEC 18 2010
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

This Agreement Is Herein Republished

It Will Expire On December 31, 2015
Unless Extended As Authorized.

FMC Agreement No.: 011261-009 Effective Date: Saturday, December 18, 2010
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TABLE OF CONTENTS

ARTICLE		PAGE
1	FULL NAME OF AGREEMENT	1
2	PURPOSE OF AGREEMENT	1
3	PARTIES TO THE AGREEMENT	1
4	GEOGRAPHIC SCOPE OF THE AGREEMENT	1
5	OVERVIEW OF AGREEMENT AUTHORITY	1
6	OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY	4
7	MEMBERSHIP, WITHDRAWAL, READMISSION, AND EXPULSION	4
8	VOTING	4
9	DURATION AND TERMINATION OF THE AGREEMENT	4
10	APPLICABLE LAW AND ARBITRATION	5
	SIGNATURE PAGE	

FMC Agreement No.: 011261-009 Effective Date: Saturday, December 18, 2010
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ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is: ACL/WWL Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to continue space charter arrangements between Atlantic Container Line AB ("ACL") and Wallenius Wilhelmsen Logistics AS ("WWL") by providing for the charter by WWL of space on the vessels of ACL.

ARTICLE 3: PARTIES TO THE AGREEMENT

The Parties to this Agreement are:

Atlantic Container Line AB
Sydatlanten
Skandiahamnen
403 36 Gothenburg, Sweden

Wallenius Wilhelmsen Logistics AS
188 Broadway
P.O. Box 1232
Woodcliff Lake, NJ 07677

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is trade between, on the one hand, U.S. Atlantic Coast ports and U.S. inland points or points reached by water transshipment via such ports and, on the other hand, ports in North Europe (including the United Kingdom, Eire, and Scandinavia) and inland points or points in North Europe reached by water transshipment via such ports ("the Trade").

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 Under this Agreement, ACL and WWL are authorized to agree on the quantity of roll-on/roll-off space to be chartered by WWL on vessels operated by ACL in the Trade, which quantity shall not exceed

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the full car-carrying capacity of a maximum of five such vessels, and on the compensation to be paid by WWL to ACL for that space. WWL shall have available to it a minimum capacity of 1,500 Opel Equivalent Units ("OEUs") of car space on westbound voyages and of 1,450 OEUs of car space on eastbound voyages. WWL shall purchase space for a minimum of 725 OEUs on each westbound sailing and 660 OEUS on each eastbound sailing on a used/unused basis, subject to a maximum of 290 standard size high-sided vehicles ("HSVs") westbound and 230 HSVs eastbound, unless otherwise agreed. For purposes of this Article 5.1, cars shall equal 1.4 OEU, HSVs shall equal 1.8 OEU, and motor homes and travel trailers shall equal 2.2 OEUs. The Parties are authorized to mutually agree from time to time on a greater or lesser capacity to be made available to WWL on a voyage-to-voyage basis, as required.

5.2 The Parties shall agree upon the charter hire to be received by ACL for space provided to WWL hereunder, and are authorized to mutually agree from time to time on adjustments to same. ACL and WWL are authorized to agree on the amount payable, if any, for failure to use the minimum amount of space set forth in Article 5.1. ACL and WWL also are authorized to agree on the scheduling requirements for the vessels on which WWL is chartering space, the operational coordination and booking of WWL cargo on those vessels, responsibility for loading, discharging and other cargo handling costs, security requirements, cargo handling and damage prevention requirements, the responsibility for cargo loss or damage, insurance and required documentation. ACL shall provide WWL with not less than twelve (12) months notice of any changes in its schedule or port coverage, after which WWL may elect to continue, modify or cancel this Agreement.

FMC Agreement No.: 011261-009 Effective Date: Saturday, December 18, 2010
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5.3 WWL may sub-charter space chartered under this Agreement, provided that any agreement that is subject to the Shipping Act of 1984, as amended (the "Act"), and that encompasses such sub-chartering between WWL and an ocean common carrier sub-charterer will be on file at the Federal Maritime Commission and in effect at the time. Cargo carried in space chartered under this Agreement shall move under Bills of Lading of WWL (or its sub-charterer) and WWL (or its sub-charterer) shall be responsible for filing/publishing such tariffs as are required by the Act for such cargo.

5.4 This Agreement is binding on the Parties and their successors in interest, and those to whom they may sell, transfer or assign, provided that a Party may not assign or transfer its interest or obligations hereunder without the written consent of the other Party.

5.5 The Parties are authorized to discuss and agree upon any and all technical and operational matters described in 46 C.F.R. §535.408(b) such as procedures for allocating space, forecasting, stevedoring and terminal operations, responsibility for loss, damage or injury, terms and application to cargo moved hereunder of their respective bill of lading and changes to same, the interchange of information and data regarding all matters within the scope of this Agreement, terms and conditions for force majeure relief, insurance, guarantees, indemnification, and compliance with customs, safety, security, documentation, and other regulatory requirements.

FMC Agreement No.: 011261-009 Effective Date: Saturday, December 18, 2010
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ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

Authority to execute and file this Agreement, any modifications thereof and any associated supporting information is delegated to (a) any officer or duly authorized representative of a Party and (b) legal counsel.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

Membership - not applicable

ARTICLE 8: VOTING

Not applicable

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

a. This Agreement shall remain in effect until December 31, 2015 unless the Parties agree to an earlier termination or an extension of its duration in conformity with the requirements of the Act.

b. Notwithstanding Article 9(a), in the event that ACL or an ACL-related company commence a service for the carriage of cars within the geographic scope of this Agreement, WWL may, within six (6) months of the introduction of such service, terminate this Agreement with immediate notice. For purposes of this Article 9(b), an entity is a "related company" to a Party if it is a parent or subsidiary company, or a commonly owned or controlled entity, or a joint venture, or other entity in which the Party or the Party's parent or subsidiary or commonly owned or controlled entity participates and is controlling.

FMC Agreement No.: 011261-009 Effective Date: Saturday, December 18, 2010
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c. If during the term of this Agreement is becomes apparent that the current ACL vessels must be taken out of service due to the age and condition of the vessels, the Parties shall negotiate the timing of the phase-out of the vessels, after which the Agreement will be terminated, conditional upon the vessels being taken out of the market.

d. The Parties shall discuss any dramatically significant but unforeseen changes in costs affecting all carriers in the Trade in order to find a mutually acceptable solution that reimburses ACL for those unforeseen costs. If no solution is found and ACL concludes that the profitability of the service has been severely damaged, then ACL may cancel the Agreement on not less than twelve (12) months written notice to WWL.

ARTICLE 10: **APPLICABLE LAW AND ARBITRATION**

10.1 This Agreement is to be considered under, and governed by, English Law.

10.2 If any dispute arises out of or in connection with this Agreement or its construction or application and cannot be amicably settled, the matter shall be referred to Arbitration under the International rules of the London Court of International Arbitration, provided that at least 60 days' notice of intent to refer to Arbitration is given.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed this 3rd day of November, 2010, to amend and restate the Agreement and to file said amendment with the U.S. Federal Maritime Commission.

ATLANTIC CONTAINER LINE AB

By: Andrew J. Abbott
Name: Andrew J. Abbott
Title: President + CEO

WALLENIUS WILHELMSEN LOGISTICS AS

By:
Name:
Title:

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ATLANTIC CONTAINER LINE AB

By:_____

Name:

Title:

WALLENIUS WILHELMSEN LOGISTICS AS

By: Christopher J.

Name: Christopher J. Connor

Title: Deputy CEO

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