

MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT (this “Agreement”) is made effective as of _____, 2021 (“Effective Date”) by and among THE NORTHWEST SEAPORT ALLIANCE (“NWSA”), a Washington port development authority, acting on behalf of the PORT OF SEATTLE (“Port”), a Washington municipal corporation, and AMERICAN PRESIDENT LINES, LLC, a Delaware limited liability corporation formerly known as AMERICAN PRESIDENT LINES, LTD., CMA CGM S.A., a foreign corporation, CMA CGM (AMERICA) LLC, a Virginia limited liability company (together, “APL”), collectively, the “Parties”.

A. Port, Eagle Marine Services, Ltd., and American President Lines, Ltd. entered into the Lease Termination Agreement Between The Port of Seattle and Eagle Marine Services, Ltd. Terminal 5 dated September 19, 2014 (as amended pursuant to the First Amendment to the Lease Termination Agreement dated May 5, 2020 (the “First Amendment”), and collectively with the First Amendment the “Termination Agreement”).

B. NWSA and APL entered into the First Amendment to address issues relating to obligations of APL under the Termination Agreement; and

C. There are currently sums owed to NWSA by APL under the Termination Agreement, as amended by the First Amendment, regarding Guaranteed Lifts and Shortfall Lift Fee payments, including interest accruals associated with those payments; and

D. Port as Lessor, and SSA Terminals, LLC and Stevedoring Services of America, Inc. as Lessee, entered into a Terminal 18 Lease dated as of October 28, 1999, which has been amended from time to time, and the Lessee’s interest in which was assigned to SSA Terminals (Seattle Terminals), LLC in 2019.

E. Port, SSA Terminals, LLC, SSA Containers, Inc. and American President Lines, Ltd. entered into the Conditional Consent To Subleases dated September 19, 2014 (the “Consent To Subleases”), regarding a sublease of part of Terminal 18 between SSA Terminals, LLC and SSA Containers, Inc. (fka Stevedoring Services of America, Inc.) as sublessor, and American President Lines, Ltd. as sublessee (the “T18 Sublease Agreement”), and imposing certain obligations as conditions to the Port’s consent to the sublease, including but not limited to an annual payment to Port of US\$9,000,000.00 per year for 10 years (the “APL Sublease Consent Fee”).

F. There are also APL Sublease Consent Fee payments due as required by the Consent To Subleases; and

G. APL is a wholly owned subsidiary of CMA CGM, S.A., and CMA CGM (America) LLC, acts as CMA CGM, S.A.’s agent in the United States (collectively, “CMA CGM”).

H. The Parties desire to modify the Termination Agreement by modifying and extending the Guarantee Period and Guaranteed Lifts, and the Consent To Subleases by modifying the APL

Sublease Consent Fee to a one-time payment of US\$10,041,677 to be paid by December 1, 2021, and a penalty for any late payment by APL under this Agreement, as specifically set forth below;

NOW THEREFORE, in consideration of their mutual promises, the Parties hereby agree as follows:

1. Guaranteed Lifts. Obligations of APL under the Termination Agreement are modified by deleting Sections 1, 2, and 3 of the First Amendment in their entirety and replacing them with the following:

a. APL will continue its vessel presence in the Port of Seattle (“Seattle Harbor”) and the Port of Tacoma (“Tacoma Harbor”) (and as used herein, together or as interchangeably as “Harbors” or “Harbor”) at marine cargo terminals licensed to the NWSA (the “NWSA Terminals”) through June 30, 2031 (“Guarantee Period”). During each Contract Year from July 1, 2021 through June 30, 2031, APL will handle not less than the container lifts per Harbor (“Guaranteed Lifts”) through NWSA Terminals as delineated in the table below.

b. A “Contract Year” is defined as July 1 through June 30 of the following year.

Contract year	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Seattle	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Tacoma or Seattle	25,000	30,000	35,000	40,000	45,000	47,450	49,925	52,424	54,948	57,497
TOTAL	225,000	230,000	235,000	240,000	245,000	247,450	249,925	252,424	254,948	257,497

c. A lift (“Lift”) is defined as each inbound or outbound container (regardless of size or type), whether loaded or empty, lifted by a container crane from or to a vessel at NWSA Terminals. Non-containerized cargo is not included in the Lift count.

d. All APL, ANL, CMA CGM, and other entities majority-owned and controlled by CMA CGM during the term of this Agreement (the “CMA CGM Group”) containers moving on CMA CGM Group vessels, or moving on vessels operated by third party operators under the terms of alliance, slot charter, vessel sharing or similar FMC-filed agreements, as well as feeder vessels and barges, will be counted toward APL’s Guaranteed Lifts requirement. APL has provided the attached Appendix 1 as a representation of entities majority-owned and controlled by CMA CGM as of the Effective Date which Appendix 1 may be amended from time to time.

e. The Parties will meet on a quarterly basis to review APL’s performance towards its Guaranteed Lifts for the Contract Year in progress to discuss in good faith any issues, discrepancies, or concerns between the Parties. With regard to the number of APL’s Guaranteed Lifts, any dispute over calculation of the Guaranteed Lifts shall be reserved until the end of the Contract Year and addressed by means of the dispute resolution clause set forth in Section 1.i. herein.

f. If APL fails to meet the Guaranteed Lifts requirement for any Contract Year, APL will be assessed a Shortfall Lift Fee in an amount equal to the number of Lifts for such year

below the Guaranteed Lifts for such year multiplied by \$75.00 per Lift for Contract Years 2021-22 through 2025-26, and \$50.00 per Lift for Contract Years 2026-27 through 2030-31.

- g. Subject to the provisions in this Section 1.g., If APL fails to meet the Guaranteed Lifts requirement for a Contract Year (the "Shortfall Year"), but exceeds the Guaranteed Lifts requirement for the following Contract Year (the "Following Year"), then the number of Lifts above the Guaranteed Lifts requirement for the Following Year will be credited to the Shortfall Year (the "Carry-Back Lifts"), and NWSA will pay APL the lower of (i) the Shortfall Lift Fee actually paid by APL or collected by NWSA for the Shortfall Year or (ii) an amount equal to the number of Carry-Back Lifts multiplied by the per-Lift amount applicable to the Shortfall Year under section e. above. In no event will APL be reimbursed any interest or penalties with respect to any Shortfall Lift Fee under this section. Only Seattle Harbor Lifts in the Following Year may be credited to the Guaranteed Lifts required for Seattle in the Shortfall Year. Remaining Seattle Harbor and Tacoma Harbor Lifts in the Following Year may be credited to the Guaranteed Lifts required for "Seattle or Tacoma" in the Shortfall Year. (For example, if in Contract Year 2024-2025 there is a Total Guaranteed Lifts shortfall of 15,000, comprised of a 10,000 Guaranteed Lift shortfall in Seattle Harbor and an additional shortfall of 5,000 in Tacoma Harbor, and in contract year 2025-2026 the Guaranteed Lifts requirement is exceeded by 5,000 Lifts in Seattle Harbor and 15,000 Lifts in Tacoma Harbor, then the Guaranteed Lifts requirement for Contract Year 2024 -2025 is not satisfied and there would be a remaining shortfall of 5,000 Lifts in Seattle Harbor for Contract Year 2024-2025.) There shall be no carry-back of Lifts for more than one (1) Contract Year. There shall be no carry-forward of Lifts.
- h. Any undisputed Shortfall Lift Fee, and the undisputed portion of any disputed Shortfall Lift Fee, shall be paid by APL within thirty (30) days after delivery of invoice by NWSA. Shortfall Lift Fee invoices shall be delivered by email to Ed.Aldridge@apl.com or other APL email address as designated in writing by APL. Any undisputed Shortfall Lift Fee payment not made when due under this Agreement shall accrue interest at twelve percent (12%) per year from the date due until paid, without any requirement for notice to APL.
- i. If APL disputes all or part of any Shortfall Lift Fee invoice, APL shall notify NWSA of the dispute in writing within fifteen (15) days after delivery of the invoice, otherwise APL waives all rights to dispute that Shortfall Lift Fee invoice. In the event APL disputes a portion of any Shortfall Lift Fee invoice, APL shall pay the undisputed amount in accordance with the terms of this Agreement. Notwithstanding any dispute resolution provision elsewhere in this Agreement or the Termination Agreement, the Parties shall attempt to resolve any dispute over a Shortfall Lift Fee invoice through a good faith discussion to be held within thirty (30) days of APL's written notice of a disputed invoice for Shortfall Lift Fee. If the parties are unable to resolve their dispute over a Shortfall Lift Fee, the dispute shall be submitted to binding, non-appealable arbitration under American Arbitration Association rules with a single arbitrator to be agreed upon by the Parties to be conducted within one hundred twenty (120) days of the written notice of dispute, unless otherwise agreed by the parties. If it is determined through agreement of the parties or arbitration that all or part of the disputed amounts of a Shortfall Lift Fee is

due by APL, APL shall pay this amount to NWSA within ten (10) days after the date of any such final written agreement of the parties or decision of the arbitrator, together with interest at twelve percent (12%) per year from the original date due (thirty (30) days after delivery of original invoice by NWSA), without any requirement for notice to APL. In the event APL overpaid a Shortfall Lift Fee, NWSA shall refund the amount of such overpayment to APL within ten (10) days after any such written decision or agreement, as applicable, together with interest at twelve percent (12%) per year from the date due, which for the avoidance of doubt will be ten (10) days after the date of the final written decision of the arbitrator or written agreement of the parties, as applicable, until paid. For clarity, only disputes over Shortfall Lift Fees shall be subject to binding arbitration pursuant to this Section 1.h..

2. Force Majeure. Section 10 (Force Majeure) of the Termination Agreement is deleted in its entirety and replaced with the following: “Force Majeure. In the event one or more NWSA Terminals that are providing services to CMA CGM Group are not able to provide services to CMA CGM Group due to Force Majeure, then APL’s obligations relating to the Guaranteed Lifts commitment will be reduced pro rata and proportionately by multiplying the percentage of all NWSA Terminals otherwise providing services to CMA CGM Group that are unavailable to provide services to CMA CGM Group by the number of days during which such services are unavailable as a result of such Force Majeure event in the manner provided in paragraph 11 hereof (For example, if in a Contract Year the Guaranteed Lifts amount is 225,000, there are 365 days in such year, there are 3 NWSA Terminals serving CMA CGM Group, and 1 such terminal is unable to provide service to CMA CGM Group due to Force Majeure, then the number of Guaranteed Lifts reduction per day of such terminal being out of service is 205 (225,000 Guaranteed Lifts per Contract Year ÷ 365 days in Contract Year = 616 Guaranteed Lifts per day ÷ 3 terminals = 205 Guaranteed Lifts per day reduction.). In this Termination Agreement, “Force Majeure” means any event or circumstance or combination of events and circumstances whenever occurring which (i) is outside the control of the affected party, and (ii) could not be avoided, prevented, overcome or mitigated with reasonable foresight, prudence and diligence and (iii) actually result(s) in a disruption of one or more NWSA Terminals’ operations providing services to CMA CGM Group, including but not limited to: any act of God (other than ordinary storms or inclement weather), earthquake, hurricane, lightning, floods, landslides or other acts of overwhelming force, explosions, fires, riots, insurrections, sabotage, blockages, embargoes, epidemics or labor strikes or disruptions, including lockouts, except labor strikes, disruption or lockouts solely involving employees of CMA CGM Group or resulting in an arbitration finding in favor of labor. For the avoidance of doubt, Section 10 (Force Majeure) will not apply when delay in loading/unloading CMA CGM Group cargo results only from the volume of activity at NWSA Terminals, provided, however, that Section 10 (Force Majeure) may apply when vessel congestion or delay in loading/unloading is due to an event that is otherwise within the definition of Force Majeure as the term is used herein. If APL is unable to perform any of its obligations relating to the Guaranteed Lifts commitment, APL shall immediately, and in no event later than ten (10) business days after the claimed Force Majeure event, give written notice to NWSA with full details of the claimed Force Majeure event.”

3. Alternate Service Provider Upon Termination of NWSA Terminals Lease. Section 11 (Alternate Service Provider upon Termination of SSAT Terminal 18 Lease) is deleted in its entirety and replaced with the following: “Alternate Service Provider upon Termination of any NWSA Terminals lease. If a lease at a NWSA Terminal where CMA CGM Group is operating or

calling is terminated, or if a NWSA Terminal otherwise ceases to provide marine terminal services to CMA CGM Group with less than thirty (30) days' advance written notice to CMA CGM Group of such cessation while CMA CGM Group is operating and/or calling thereto, unless such cessation is due to APL's delayed payment or non-payment to a NWSA Terminal operator, APL's obligations for the Guaranteed Lifts will be reduced, on a pro rata basis, for the number of days in the Contract Year during which such services are not provided but this reduction shall not exceed thirty (30) days. NWSA and APL will work together in good faith to seek a new service provider for the CMA CGM Group, either at the same or at another location, with capabilities and characteristics substantially equivalent and mutually acceptable to NWSA and APL in their respective reasonable discretion. The new service provider shall provide the CMA CGM Group with terminal operation services on similar terms as those provided to the CMA CGM Group by the terminating services provider. APL will have a commercially reasonable period of time to relocate to the new terminal, if necessary, before such services are considered "provided" again. The suspension period for the Guaranteed Lifts will not extend the Guarantee Period."

4. Sublease Consent Fee payment. NWSA agrees that notwithstanding anything to the contrary contained in the Consent To Subleases, NWSA shall accept an APL Sublease Consent Fee payment in the amount of US\$10,041,677.00, payable by December 1, 2021, as payment for any APL Sublease Consent fee due August 1, 2021 as set forth in the Consent To Subleases and associated interest, fees, and as overall consideration for this Agreement, upon NWSA's receipt of the APL Sublease Consent Fee payment provided for in this sentence, NWSA waives payment of all remaining amounts of the APL Sublease Consent Fee.

5. Liquidated Damages. In consideration for NWSA agreeing to waive remaining amounts as of August 31, 2021 of: the APL Sublease Consent Fee in the amount of US\$18,000,000; the vessel call shortfall as defined in the Termination Agreement for period ending July 31, 2020 in the amount of US\$1,434,102.00; the vessel call shortfall as defined in the Termination Agreement for the period ending July 31, 2021 in the amount of US\$500,0000; the lift shortfall as defined in the Termination Agreement for the period from August 1, 2019 through July 31, 2021 in the amount of US\$3,411,825.00; and applicable interest, APL agrees to a liquidated damages penalty for late payments under this Agreement as more specifically set forth herein. The liquidated damages penalty for late payment(s) or breach are as follows:

- a. If APL fails to make the APL Sublease Consent Fee payment when due under this Agreement, then:
 - i. APL shall be obligated to pay NWSA twenty two million five hundred ninety nine thousand five hundred eighty US Dollars (US\$22,599,580) ("Late Sublease Consent Fee Penalty") as a one-time liquidated damages penalty, in addition to the APL Sublease Consent Fee payment due under this Agreement (US\$10,041,677.00), which total amount of US\$32,641,257 ("Late Sublease Consent Fee Payable Amount") shall then be immediately due and payable in full, and shall accrue interest at twelve percent (12%) per year from the date due of December 1, 2021, until paid, without any requirement for notice to APL, and shall be in lieu of any other penalty or damages with respect to the APL Sublease Consent Fee, and

- ii. Once payment is made under section 5.a.i of this Agreement, APL's obligations under Section 1.a., 1.b., 1.c., 1.d., 1.f., 1.g., Section 5.b., Section 5.c., and Section 6 of this Agreement shall be of no further force and effect and the Guaranteed Lifts obligations set out in Section 2 of the First Amendment will apply as the sole and exclusive obligation of APL towards NWSA. It being provided that the payment terms and arbitration process set out in Sections 1.h. and 1.i. of this Agreement will apply to Section 2 of the First Amendment.
- b. If APL fails to make any Shortfall Lift Fee payment when due under this Agreement (for the avoidance of doubt, the disputed portion of any Shortfall Lift Fee payment is not considered due under this Agreement until ten (10) days after the dispute is resolved under Section 1.i. of this Agreement), and thereafter fails to make such Shortfall Lift Fee payment within three (3) business days following NWSA's delivery of written notice to APL of such failure, then APL shall be obligated to pay NWSA, a "Late Shortfall Lift Fee Penalty" as an annual, non-refundable, non-returnable liquidated damages penalty, in addition to the Shortfall Lift Fee payment due under this Agreement, which total amount shall then be immediately due and payable in full, and shall accrue interest at twelve percent (12%) per year from the date due until paid, without any requirement for notice to APL. The Late Shortfall Lift Fee Penalty shall be US\$2,260,000 per Contract Year of this Agreement, and except as otherwise set forth in this Agreement shall be in lieu of any other penalty or damages with respect to any Shortfall Lift Fee payments.
- c. If APL is determined by a court judgment or arbitration award to be in default of any of its obligations under this Agreement, then, in addition to all other amounts due and all other penalties due under this Agreement, except as otherwise provided in this Section 5.c., NWSA may elect to terminate the provisions of this Agreement relating to Guaranteed Lifts, as provided below, and in such case, APL shall be obligated to pay a one-time liquidated damages penalty in an amount equal to twenty two million six hundred thousand US Dollars (US\$22,600,000.00)(as adjusted pursuant to this Section 5.c., "Breach Damages"), which amount shall accrue interest at twelve percent (12%) per year from the date of the judgment or arbitration award until paid, without any requirement for notice to APL. If the court judgment or arbitration award is for default related to a Contract Year ending prior to July 1, 2026, then in addition to the Breach Damages, the Guaranteed Lifts obligations set out in Section 2 of the First Amendment will remain in force and shall survive the termination of this Agreement. It being provided that the payment terms and arbitration process set out in Sections 1.h. and 1.i. of this Agreement will apply to Section 2 of the First Amendment. If the court judgment or arbitration award is for default related to a Contract Year ending on or after July 1, 2026, if NWSA elects to terminate the Guaranteed Lifts provisions of this Agreement, as provided below, and APL pays Breach Damages to NWSA pursuant to this Section 5.c., then APL's Guaranteed Lifts obligations, including under Section 1.a.-i., Section 5.b., this Section 5.c., and Section 6 of this Agreement shall be terminated and of no further force and effect. On July 1, 2027, and on each July 1 thereafter during the Term of this Agreement, the amount of Breach Damages shall be reduced by four million five hundred twenty thousand US dollars (US\$4,520,000.00). Notwithstanding the foregoing provisions of this Section 5.c., Breach Damages shall also be reduced by any Late Shortfall Lift Fee Penalty paid to NWSA. The Parties agree that NWSA's damages due to APL's breach of this Agreement related to Contract Years ending after July 1, 2026

are difficult to estimate given the non-cash value of a Lift to NWSA, and therefore, the Breach Damages sum is reasonable and directly related and equal to the remaining amounts due to NWSA as of the date of this Agreement under the Termination Agreement and the T-18 Sublease Consent Agreement.

6. Security. From January 1, 2022 through December 31, 2031, unless sooner released by NWSA, APL shall continuously maintain in effect and provide to NWSA an annual letter of credit issued by a United States bank in a form acceptable to NWSA, acting reasonably or other form of security acceptable to NWSA, in place from January 1 to December 31 of each calendar year during the term of this Agreement, with NWSA as beneficiary, in an amount equal to Two Million Two Hundred Sixty Thousand Dollars (US\$2,260,000.00), to secure APL's Late Shortfall Lift Fee Penalty. APL agrees that any action arising out of NWSA's collection of this security or letter of credit may only lie against NWSA and APL specifically waives any right to assert a claim personally against any NWSA employee, officer, commissioner, or other agent.

7. Extension of Term of T18 Sublease Agreement. Subject to APL and SSAT agreeing on the same, and provided APL timely pays the Sublease Consent Fee and does not trigger the Late Sublease Consent Fee Penalty as set forth in Section 5.a.i of this Agreement, NWSA hereby gives its consent to the extension of the term of the T18 Sublease Agreement to June 30, 2031, and shall procure and facilitate the conclusion of the necessary amendments to the relevant agreements providing for such extension, including the T18 Sublease Agreement and a protocol agreement dated 1st August 2014.

8. Limited Release of Claims. Except for (a) obligations of APL as stated in Section 1 of this Agreement regarding Guaranteed Lifts and Shortfall Lift Fee, (b) obligations of APL as stated in Section 4 of this Agreement regarding APL Sublease Consent Fee, and (c) obligations of APL as stated in Section 5 of this Agreement regarding late payment liquidated damages and interest, and in exchange for the consideration provided in this Agreement, NWSA, together with its representatives, administrators, agents, successors and assigns (collectively, the "Releasers") irrevocably and unconditionally fully and forever waive, release, and discharge APL, CMA CGM, and each of their parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of its and their respective officers, directors, employees, shareholders, managers and directors, in their corporate and individual capacities (collectively, the "Released Parties"), from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, liquidated or contingent (collectively, "Claims"), that Releasers may have or have ever had against the Released Parties, or any of them, arising out of, or in any way related to the Termination Agreement and the APL Sublease Consent Fee under the Consent To Subleases. For the avoidance of doubt, Section 4 of the Termination Agreement (Guaranteed Vessel Calls) is deleted in its entirety, and obligations of APL under Section 4 of the Termination Agreement are released in their entirety. Except as expressly modified in this Agreement, all provisions of the Termination Agreement shall remain in effect.

9. Sole Remedy for Sublease Consent Fee. Neither SSA Terminals, LLC nor SSA Containers, Inc. is a party to this Agreement, however, the modification of the APL Sublease Consent Fee contained in this Agreement releases such parties from obligation to pay the APL Sublease Consent Fee to NWSA and NWSA's sole remedy for non-payment of the APL Sublease Consent Fee is as set forth in this Agreement, including recovery of the APL Sublease

Consent Fee, the applicable liquidated damages penalty, and any applicable interest, and further any such non-payment shall not constitute a default under the sublease or the related master lease. NWSA further agrees to notify SSA Terminals, LLC and modify its agreements with SSA Terminals, LLC to provide that such APL Sublease Consent Fee is no longer due and owing pursuant to the sublease and SSA Terminals, LLC no longer has the right to require any such payment from APL under the Consent To Subleases or any sublease executed pursuant to the consent contained therein. Except as expressly modified in this Agreement, all provisions of the Consent To Subleases shall remain in full force and effect.

10. No Admission by Any Party. Nothing in this Agreement shall be deemed to be or construed as an admission of any default, breach, violation or failure to perform by either party under the Termination Agreement or the Consent To Subleases.

11. Governing Law, Venue. This Agreement shall be construed under the laws of the State of Washington without regard to laws or doctrines regarding choice or conflicts of law. Notwithstanding any arbitration provision in the Termination Agreement or the Consent to Subleases, any dispute arising out of this Agreement is not arbitrable, except as otherwise expressly provided in Section 1.h. of this Agreement. Exclusive jurisdiction and venue for any lawsuit, action or proceeding relating hereto shall be in the state or federal courts located in Pierce County, Washington.

12. Attorneys' Fees. In addition to any other relief to which a Party may be entitled, in any action or proceeding to enforce the terms of this Agreement, to determine or declare the rights or duties under this Agreement, or to resolve a dispute, breach, default or any other matter in connection with any provision of this Agreement, the substantially prevailing Party shall be entitled to recover reasonable attorneys' fees and other costs, including a reasonable amount for in-house counsel and other staff, and including any expert witness fees incurred in such action or proceedings at any level including appeal.

13. Shipping Act. This instrument is subject to the applicable provisions of the Shipping Act of 1984, the Ocean Shipping Reform Act of 1998, and their respective implementing regulations. No future amendment or modifications to this instrument shall become effective until the appropriate procedures, if any, have been completed in accordance with the procedures of the appropriate federal agency that has jurisdiction.

THE NORTHWEST SEAPORT ALLIANCE
as agent/licensee for the Port of Seattle

AMERICAN PRESIDENT LINES, LLC
fka American President Lines, Ltd.

By _____

By _____

John Wolfe, CEO _____

Ed Aldridge, President _____

Date _____

Date _____

CMA CGM S.A., a foreign corporation

CMA CGM (AMERICA) LLC

By _____

By _____

Date _____

Date _____

Appendix 1 -CMA CGM Group Entities

As of the Effective Date, APL represents that the following entities are majority-owned and controlled by CMA CGM:

1. CMA CGM SA, incorporated under the laws of France having its registered address at Boulevard Jacques Saadé, 4 Quai D'Arenc, 13235 Marseilles, 2nd Arrondissement, Cedex 02, France ("CMA CGM")
2. ANL SINGAPORE PTE LTD, incorporated under the laws of Singapore and having its registered office at 9 North Buona Vista Drive, #03-02 The Metropolis Tower 1, Singapore 138588, ("ANL");
3. ANL Container Line Pty Ltd, a proprietary limited company incorporated in Australia, registered with the Australian Securities and Investments Commission with Australian Company Number 083 962 136, having its registered office at Level 11, 30 Convention Centre Place, South Wharf, Victoria 3006, Australia ("ANL Co");
4. Containerships – CMA CGM GmbH, a company with limited liability under the laws of Germany, registered in the commercial register of the local court of Hamburg, Germany, under HRB 59289, having its registered seat at Fischertwiete 2, Chilehaus A, 20095 Hamburg, Germany ("Containerships");
5. CMA CGM ASIA SHIPPING PTE. LTD, a private limited company formed under the laws of Singapore with an office and place of business at 9 North Buona Vista Drive #14-01, The Metropolis Tower 1, Singapore 138588 ("CCAS Pte");
6. American President Lines LLC, a limited liability company organised and existing under the laws of the State of Delaware under number 264921, pursuant to the Limited Liability Companies Act of the State of Delaware, with its registered address at Corporation Service Company, 251 Little Falls Drive, Wilmington, Delaware 19808-1674, and its physical address at 1667 K St. NW, Suite 400, Washington DC 20006 ("APL LLC");
7. MERCOSUL LINE NAVEGAÇÃO E LOGÍSTICA LTDA., a limited liability company with its head offices in the City of Santos, State of São Paulo, Brazil, at Avenida Ana Costa, 433, 6th floor, rooms 63, 64 and 65, CEP 11060-003, enrolled with the CNPJ/MF under No. 01.341.776/0003-08;
8. CHENG LIE NAVIGATION Co. Ltd, No 10, 15F, Minsheng East Road, Sec. 3, TAIPEI 10480, TAIWAN.