SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter "Agreement") is entered into between the STATE OF CALIFORNIA AIR RESOURCES BOARD, 1001 I Street, Sacramento, California 95814 (hereinafter "ARB"); and APL Co. Pte., Ltd., 9 North Buona Vista Drive, #14-01 The Metropolis Tower 1, Singapore 138588, on its own behalf and on behalf of American President Lines, Ltd., 16220 North Scottsdale Road, Suite 300, Scottsdale, Arizona 85254 (hereinafter, jointly, "APL").

I. RECITALS

1) Health and Safety Code ("H&SC") sections 39650-39675 mandate the reduction of the emission of substances that have been determined to be toxic air contaminants ("TAC"). In 1998, following an exhaustive 10-year scientific assessment process, the Air Resources Board ("ARB") identified particulate matter from diesel-fueled engines as a TAC.

2) Title 13, California Code of Regulations ("CCR"), section 2299.2 (the "Regulation") governs fuel sulfur and other operational requirements for oceangoing vessels. Section 2299.2 (b) provides that the Regulation applies to any person who owns, operates, charters, rents, or leases any ocean-going vessel that operates in Regulated California Waters ("RCW").

3) Title 13, CCR, section 2299.2 (e) (1) sets forth the Regulation's operational requirements for fuel sulfur content limits for Auxiliary Diesel Engines, Main Engines, and Auxiliary Boilers.

4) Title 13, CCR, section 2299.2 (e) (2) sets forth the Regulation's recordkeeping, reporting, and monitoring requirements.

5) ARB has alleged that APL failed to properly complete the operational requirements of the Regulation on August 29 and 30, 2013, September 2, 2013 and October 15, 2013. On August 29 and 30, 2013, September 2, 2013 and October 15, 2013, ARB has alleged that the vessel APL Phoenix operated within RCW on heavy fuel oil in violation of the Regulation.

6) APL denies the allegations contained in this Agreement and makes no admission or acknowledgement of liability or fault with respect to such allegations.

7) Failure to properly complete the Regulation's operational requirements is a violation of state law resulting in penalties. H&SC sections 39674, 39675, 42400 et seq., 42402 et seq., and 42410, authorize civil or administrative penalties not to exceed one thousand dollars ($1,000) or ten thousand dollars ($10,000) for each day that the violation occurs.

8) Any person who owns, operates, charters, rents, or leases any ocean-going vessel that operates in RCW, can elect to pay a Non-Compliance Fee. Persons shall pay the applicable fees prior to leaving the California port or at a later date approved by the Executive Officer. The Non-Compliance Fee for a First Port Visited is $45,500.

9) In order to resolve these alleged violations, APL has taken, or agrees to take, the actions enumerated below under "RELEASE". Further, ARB accepts this Agreement in termination and settlement of this matter.

10) In consideration of the foregoing, and of the promises and facts set forth herein, the parties desire to settle and resolve all claims, disputes, and obligations relating to the above-listed alleged violations, and voluntarily agree to resolve this matter by means of this Agreement. Specifically, ARB and APL agree as follows:

II. TERMS AND RELEASE

In consideration of ARB not filing a legal action against APL for the alleged violations described above, ARB and APL agree as follows:

1) As a part of this Agreement, on January 14, 2014, APL paid a mutually agreed penalty totaling $12,000.00 to ARB.

2) APL shall not violate Title 13, CCR, section 2299.2 nor Title 17, CCR, section 93118.2 (Air Toxic Control Measure).

3) APL shall accurately comply with fuel switchover and keep accurate records.

4) This Agreement constitutes the entire agreement and understanding between ARB and APL concerning the subject matter hereof, and supersedes and replaces all prior negotiations and agreements between ARB and APL concerning the subject matter hereof.

5) No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all parties to this Agreement.

6) Severability. Each provision of this Agreement is severable, and in the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement remains in full force and effect.

7) This agreement shall be interpreted and enforced in accordance with the laws of the State of California, without regard to California's choice-of-law rules.

8) This Agreement is deemed to have been drafted equally by the Parties; it will not be interpreted for or against either party on the ground that said party drafted it.

9) SB 1402 Statement

Senate Bill 1402 (Dutton, Chapter 413, statutes of 2010) requires ARB to provide information on the basis for the penalties it seeks (see H&SC section 39619.7). This information, which is provided throughout this settlement agreement, is summarized here.

The manner in which the penalty amount was determined, including a per unit or per vehicle penalty.

Penalties must be set at levels sufficient to discourage violations. The penalties in this matter were determined in consideration of all relevant circumstances, including the eight factors specified in H&SC section 43024.

The per unit penalty in this case is a maximum of $10,000.00 per unit per day for strict liability violations pursuant to Health and Safety Code section 39674. The penalty obtained in this case is $1,000.00 per unit per hour for a total penalty of $12,000.00 after considering all factors specified in Health and Safety Code section 43024. In particular, the penalty reflects penalties obtained in other ocean going vessel fuels violation cases and the cooperation of APL Co. Pte., Ltd., Singapore, with the investigation.

The provision of law the penalty is being assessed under and why that provision is most appropriate for that violation.

The penalty provision being applied in this case is H&SC section 39674 because ARB has alleged that APL failed to comply with the Air Toxic Control Measure adopted under H&SC section 39600 et seq.

Is the penalty being assessed under a provision of law that prohibits the emission of pollution at a specified level, and if so, a quantification of excess emissions, if it is practicable to do so.

Since ARB has alleged that the fuel used did not meet regulatory requirements, all of the emissions from it were excess and illegal. However, without information on engine usage and emission rates, quantifying these excess emissions is not practicable.

10) APL acknowledges that ARB has complied with SB 1402 in prosecuting and settling this case. Specifically, ARB has considered all relevant facts, including those listed at H&SC sections 42403 and 43024, has explained the manner in which the penalty amount was calculated (including a per unit or per vehicle penalty, if appropriate), has identified the provision of law under which the penalty is being assessed, and has considered and determined that this penalty is being assessed under a provision of law that prohibits the emission of pollutants at a specified level. However, since the exact hours of non-compliant

operation, and the individual emission rates of the engines in violation are not known, it is not practical to quantify the excess emissions.

11) Penalties were determined based on the unique circumstances of this matter, considered together with the need to remove any economic benefit from noncompliance, the goal of deterring future violations and obtaining swift compliance, the consideration of past penalties in similar cases negotiation, and the potential costs and risk associated with litigating these particular alleged violations. Penalties in future cases might be smaller or larger on a per unit basis.

12) The penalty reflects ARB's assessment of the relative strength of its case against APL, the desire to avoid the uncertainty, burden and expense of litigation, obtain swift compliance with the law and remove any unfair advantage that APL may have secured from its actions.

13) Now therefore, in consideration of the payment on behalf of APL to the Air Resources Board, ARB hereby releases APL and its principals, officers, agents, affiliates, parent companies, subsidiaries, predecessors, and successors from any and all claims for past violations of H&SC sections 39650-39675 and Title 13, CCR, section 2299.2 that ARB may have based on the circumstances described in paragraph (5) of the Recitals. The undersigned represent that they have the authority to enter into this Agreement.

California Air Resources Board

By: _____

Name: Ellen M. Peter
Title: Chief Counsel
Date: 9/8/2014

APL Co. Pte Ltd on its own behalf and on behalf of American President Lines, Ltd.

By: _____

Name: Robert A. Clark, II
Title: Director of Environment, Americas
Date: July 29, 2014