

Bidding Instruction
for
Sale of Used Reefer Container
by
Yang Ming Marine Transport Corp.

No. **AGCRS201809-027**

Yang Ming Marine Transport Corp.(hereinafter referred to as ‘Yang Ming’) is planning to sell numerous used reefer containers, with its machinery, (‘Unit(s)’) detailed as below (‘Purpose’).

For the Purpose, Yang Ming hereby holds a bid (the ‘Bidding’) for inviting qualified parties (the ‘Bidder(s)’) to submit bid(s) for purchasing Unit(s) pursuant to the following details and requirements herein:

1 Sale Item, Quantity, Function, Specifications and relevant Terms and Conditions

1.1 Purchase Item

Used Reefer Containers with Daikin machinery were made during 2001, 2005 and 2007 (‘Reefer Container(s)’).

1.2 Quantity

The distribution of the sale items of respective manufacturing period is listed as TABLE 1 and the total amount of Reefer Containers shall be two thousand three hundred and one (2,301) units of 40’ Reefer High Cube Containers (40’RQ).

<TABLE 1> Sale Item List

CNTR Serial No.	Quantity	Manufacturing Period
YMLU5234793	1	2001/03~06
YMLU5265032~YMLU5277795	12	2005/03~08
YMLU5277964~YMLU5320459	1,058	2005/12~2007/04
YMLU5320464~YMLU5344459	1,230	2007/03~2007/12

1.3 Condition

1.3.1 Yang Ming covenants and agrees that the Units will be made available to the winner of the Bids ('Buyer') in "as-is, where-is" condition, excluding constructive total loss units.

1.3.2 At Buyer's own expense (a) after Units are released to Buyer, Units shall be neutralized of markings pursuant to Clause 1.4 by Buyer, and (b) Units will have CSC plates intact with the exception that the YMLU prefix shall be crossed out by Buyer.

1.4 Marking

Buyer shall, at its own expense, remove or obliterate all markings and letterings pertaining to Yang Ming's ownership from the Units.

1.5 Date, place and quantity of delivery

1.5.1 Yang Ming will notify Buyer when each of Units is available for delivery to Buyer ('Delivery Notice') and ownership of each Unit shall be transferred to Buyer upon collection of the aggregate purchase price of each Unit by Buyer on the date as specified on Yang Ming's Delivery Notice ('Delivery Date'). All risk of loss or damage to each Unit or liability shall be assumed by Buyer after delivery of Units to Buyer as herein defined.

1.5.2 Unless otherwise specified or agreed on the awarding conclusion, the Buyer shall pick up all Units within **Six (6) months** after the date of Delivery Date except for any other agreement.

1.5.3 The sale quantities and grouped locations in each Area are summarized in *Appendix I* hereof but, however, which is subject to **10% deviation** and may be changed upon Yang Ming's business demand and in its sole discretion.

1.5.4 Buyer and Yang Ming hereby agree that Units will be delivered to Buyer at Yang Ming's terminals or depots in the locations and quantities described in the Agreement. The Parties may mutually consent to change such locations and quantities with prior written agreement by thirty (30) calendar days before Delivery Date. Such delivery shall be borne at Buyer's expense, except for the lifting charges, gate charges and storage charges mentioned in Clause 1.6.1 hereof which shall be borne at Yang Ming's expense. In the event of restrictions of specific terminals or depots, Buyer may pick up the Units at Buyer's nominated depots. Such Delivery shall be borne at Buyer's cost, responsibility and expense.

1.6 Storage

- 1.6.1 Buyer is allowed to store Unit(s) at the expense of Yang Ming in Yang Ming's depots at Buyer's risk and responsibility for a period not exceeding thirty (30) calendar days after Delivery Date of such Unit(s). Yang Ming shall have the right to charge Buyer for the storage fee incurred by Yang Ming for storage of such Unit(s) after thirty (30)-calendar-day period and Buyer shall pay such storage fees directly to Yang Ming within seven (7) calendar days after the receipt of invoice from Yang Ming. Buyer shall further agree to pay such storage fees to Yang Ming regardless of the value of Unit(s) remaining in Yang Ming's depot.
- 1.6.2 In the event that Yang Ming delivers Unit(s) directly to Buyer's depot, all the expenses for trailer and incurred at the depot, including but not limited to storage charges, shall be borne in full by Buyer.

1.7 Title

Upon receiving of all the payment of Purchase Price to the Units by the Buyer(s), Yang Ming shall, on the Delivery Date, grant, convey, transfer and vest with Buyer all of Yang Ming's right, title and interest in and to such Units, free and clear of all security interests, liens, options, charges, encumbrances, restrictions or any other third-party rights (collectively, 'Encumbrances') on, over, or otherwise attaching to or affecting, or that could attach to or affect, such Units or title thereto. Yang Ming shall deliver to Buyer an executed Bill of Sale in the form attached hereto as *Appendix 3* with respect to the Units purchased by Buyer. If at any time during the Agreement, Buyer notifies Yang Ming that any Unit is not free from all Encumbrances, Yang Ming will make payable to Buyer immediately or Buyer shall withhold from the next payment due to Yang Ming if any, the sum of the lesser of: (a) the Purchase Price of such Unit, in which case such Unit shall be returned to Yang Ming at Yang Ming's cost; or (b) the amount necessary to remove such Encumbrances including, without limitation, expenses incurred by Buyer (including reasonable attorneys' fees and costs) in removing such Encumbrances.

1.8 Taxes

Any taxes for sales, transfer, turnover, excise or others, excluding income taxes, applicable to the sale and/or delivery of Units or otherwise payable by reason of this Agreement ('Taxes') will be borne in full by Buyer. In the event of Yang Ming paying any Taxes, Buyer shall reimburse Yang Ming

for such amount, except for any taxes paid by Yang Ming in accordance with Value-added and Non-value added Business Tax Act of Taiwan (R.O.C.).

2 Submission of Bids

2.1 The Bidders who have intention to join this Bidding shall, upon acceptance to the terms and conditions hereunder, submit its bidding documentation to the e-mail address below **no later than 12:00 Taipei local time on August 24th, 2018 ('Deadline')**.

E-mail Address: ggsuopenbid@yangming.com

2.2 Unless otherwise specified, the Bidders may not submit more than one bid per procurement case (for example: one company submits 2 bids; the parent company and its branch both submit a bid; different companies under the same owner both submit a bid, etc.). Violations of this regulation will be handled as follows:

2.2.1 If discovered before the bid opening, the bid submitted later will be regarded as multiple bids and will not be opened.

2.2.2 If discovered after the bid opening, the bid submitted later will be regarded as multiple bids and will be eliminated.

3 Quotation Requirements

3.1 The Price quotations shall only be made in United States Dollars and shall be firm and remain valid up to the completion of the Bidding. Also, price quotations should follow below requirements :

3.1.1 The Bidders shall quote base on the designated delivery Areas and allocated Units of Reefer Containers in *Appendix 1*. The Bidders could select intended Areas to quote but quotation has to cover all the quantities allocated at each specific Areas. If the price quotations do not meet Yang Ming's quotation requirements, Yang Ming will regard them as unqualified bids and the Bidders will fail to be awarded the agreements.

3.1.2 Based on Yang Ming's terms of the Bidding Instruction, the Bidders should submit the best offer in time, and keep the offer available till the completion of Competition Meeting (defined in Clause 6.1). Price quotations shall be made including all necessary cost, expense, ocean freight, insurance premium, inspection charges, customs duties, value-added tax (except from the exemptions mentioned in Clause 1.8), transportation fees and any other relevant expenses.

3.1.3 In the event of a discrepancy between the words and figures of a money amount in a bid, the words shall govern. If the total bid price does not correspond to an itemized price, the lower one shall govern.

4 Bid Bond

- 4.1 The Bidders shall be liable to pay 3% bid bond of their official offer based on the aggregate price for respective delivery Areas, in advance in the form of 'bank draft', or other payment method as agreed by Yang Ming, to Yang Ming's Finance Department as the bid bond ('Bid Bond') to this Bidding before the Competition Meeting. If the Bidders have enough receivable of rental from Yang Ming, the Bidders agree to sign the Letter of Undertaking (as the Appendix 2) to pledge such rental as the Bid Bond at Yang Ming's sole discretion. Any Bidder who fails to meet Yang Ming's quotation requirements or pay the Bid Bond in time upon Clause 4.1 hereof will be deemed as unqualified to join Competition Meeting.
- 4.2 Bid Bond(s) will be released by Yang Ming to unsuccessful Bidder(s) without interest immediately after the tender awarded.
- 4.3 If Awarded Bidder(s) abandons the Bidding, Yang Ming shall directly confiscate Bid Bond(s) and claim all relevant costs and damages arisen therefrom, no matter direct or indirect, against such Awarded Bidder(s).
- 4.4 In any of the following circumstances, Bid Bond(s) deposited shall not be refunded or returned to the Bidders, or the refunded or returned Bid Bond(s) shall be recovered to Yang Ming:
 - 4.4.1 The Bidder(s) used forged or altered documents to bid;
 - 4.4.2 The Bidder(s) borrowed or assumed the name or certificate of another to bid;
 - 4.4.3 The Bidder(s) withdrew its bid before completion of the Bidding;
 - 4.4.4 After opening of bids, Buyer(s) refused to be awarded or conclude an agreement;
 - 4.4.5 After Bidding's awarding, Buyer(s) fail to deposit sufficient guarantee bond or to provide other guarantees sufficiently within a prescribed time-limit;
 - 4.4.6 Bid Bond(s) are converted to serve as a deposit of Buyer(s);
 - 4.4.7 The responsible entity finds that there's a violation of laws and regulations which affects the fairness of the procurement.

5 Payment

- 5.1 Buyer shall effect payment to Yang Ming, with the currency in United States Dollars, to the final price for sale and purchase of Units ('Purchase Price') pursuant to the terms as below:
 - 5.1.1 Buyer shall pay a deposit equivalent to 10% of the aggregate Purchase Price as the deposit of this Transaction ('Deposit') within fifteen (15) calendar days after the date of awarding. Deposit may be treated as the punitive compensation to Yang Ming in the event of the Agreement terminated by Yang Ming due to Buyer's default or used to neutralize the Purchase Price pursuant to this Agreement. If there will be any remaining sum of Deposit after the completion of this transaction, Yang Ming shall return the same to Buyer immediately without any deduction, such as interests or costs.
 - 5.1.2 Besides aforementioned Deposit, Buyer shall pay a further 30% of the aggregate Purchase Price (hereinafter called '1st Specific Payment') within ten (10) calendar days after the receipt of invoice from Yang Ming. Yang Ming will, after receiving 1st Specific Payment, send Delivery Notices to Buyer whenever each portion of Units for which payment has been made is available for collection by Buyer.
 - 5.1.3 When the aggregate selling value of the Units available for pickup by Buyer, as reflected in delivery notices sent by Yang Ming, is equal to the amount of 1st Specific Payment as stated in Clause 5.1.2 hereof as set forth, Yang Ming will invoice Buyer for another 30% of aggregate Purchase Price as the 2nd specific payment (hereinafter called '2nd Specific Payment'), and Buyer shall effect payment thereto within ten (10) calendar days after the receipt of invoice.
 - 5.1.4 When the aggregate selling value of Units available for pickup by Buyer, as reflected in delivery notices sent by Yang Ming, is equal to the amount of the aggregation of 1st Specific Payment and 2nd Specific Payment as stated in Clause 5.1.2 and 5.1.3 hereof as set forth, Yang Ming will invoice Buyer for another 30% of aggregate Purchase Price as the 3rd specific payment (hereinafter called '3rd Specific Payment'), and Buyer shall effect payment thereto within ten (10) calendar days after the receipt of invoice.
- 5.2 The Bid Bond stipulated in Clause 4 will be regarded as proportional of Deposit when the bid is awarded to the Buyer(s) and will not be released to the Buyer. It's treated as part of Aggregate Purchase Price.
- 5.3 Yang Ming also reserves the right to extend the delivery period for awarded Units based on the location and quantities awarded to Buyer(s) and the

delivery periods will be decided in the awarding conclusion pursuant to Clause 1.5.2. Under the circumstances that the delivery period is extended longer than thirty (30) calendar days after the Delivery Date.

- 5.4 If Buyer fails to fulfill any or all the obligations hereof, including, without limitation, making any payment in a way as provided in Clause 5 hereof, and does not remedy such failure within three (3) working days after receiving Yang Ming's notification, Yang Ming shall be entitled to confiscate all of the payment which has been paid and claim all remained costs and damage arisen therefrom, no matter direct or indirect, against Buyer, in way as allowed in laws. Furthermore, Yang Ming has the right, but not the obligation, to declare the Bidding and the relevant agreements for the sale and purchase of Units null and void and to retain the amount remaining of Deposit(s) and/or Specific Payments, if any, as allowed in laws.

6 Opening and Reviewing Bids and Awarding Agreements

- 6.1 Bids will be opened in Competition Meeting which is temporarily scheduled to be held at 10:00 AM on September 4th, 2018 (Taipei local time, hereinafter called 'Negotiation Date') at Yang Ming's headquarter in Keelung City upon notification in writing, following the deadline but may be adjusted or terminated by Yang Ming in its sole discretion for any reason before the estimated schedule. Yang Ming shall have the right to reschedule before Competition Meeting by prior notification to all Bidders.
- 6.2 The bid(s) will be awarded separately on delivery ports basis and therefore the winning Bidder might be plural and Yang Ming will notify the winning bidder immediately as practicable.
- 6.3 If awarded Bidder(s) don't sign the relevant agreement(s) for the sale and purchase of Units ('Agreement') with Yang Ming within thirty (30) working days after the date of awarding or fail to provide Deposit(s) according to Clause 5.1, it will be conclusively deemed to be the Bidder's irrevocable waiver of its rights hereunder as awarded Bidder(s), and Yang Ming shall be entitled to forthwith draw and utilize the full amount of Bid Bond(s) without prior notice and/or recover that amount from Bidder(s). As the case may be, Yang Ming may hold an evaluation meeting ('Evaluation Meeting') and select two or more competitive Bidders ('Evaluative Bidders') to join such Evaluation Meeting for further evaluation and competition if it, in its sole discretion, deems as necessary. Evaluative Bidders will be entitled to submit their further offers, under the same terms and conditions, to Yang Ming during the Evaluation Meeting.

- 6.4 When the bid prices of more than 2 bidders are the same for the designated units in respective Areas and all are eligible to be winning bidder, Yang Ming may request all such bidders to improve their prices and make further comparison.
- 6.5 If any of the following circumstances arise during the Bidding process, Yang Ming may stop the Bidding and/or award:
 - 6.5.1 Where the content of this Bidding Instruction is amended or supplemented;
 - 6.5.2 Where illegal or improper activities that may impair the fairness of the procurement are found;
 - 6.5.3 Where there is an emergency or the plan for procurement is changed or cancelled;
 - 6.5.4 Where there is any special circumstance determined by Yang Ming.
- 6.6 Any bidder who has the following circumstances will be expelled from this Bidding:
 - 6.6.1 The bid does not comply with the requirements hereof;
 - 6.6.2 The content of the bid is inconsistent with the requirements hereof;
 - 6.6.3 The bidder does not deposit Bid Bond before Competition Meeting;
 - 6.6.4 The bidder borrows, assumes any other's name or certificate to bid or bids with forged documents or documents with unauthorized alterations;
 - 6.6.5 The bidder forges documents or alters documents without authorization in bidding;
 - 6.6.6 There is any significant unusual connection with the content of bid documentation among individual bidders.
 - 6.6.7 The bidder engages in any activities in breach of laws or regulations which impair the fairness of the procurement.
- 6.7 When any of the circumstance referred to in the preceding paragraph exists with reference to the winning bidder before awarding of Agreement but is discovered after awarding or signing of Agreement, Yang Ming shall be entitled to revoke the award, terminate or rescind Agreement, and may make a claim for damages against such bidder and/or refuse to release Bid Bond(s).
- 6.8 Where it is not possible to continue the sales procedures because of the existence of circumstances such as those described above, Yang Ming may declare that the sales are nullified. Bidder(s) shall not be allowed to claim damages or to request Agreement to be issued on the basis that the Bidder is unaware of the violation or on any other conditions.

7 Default

- 7.1 Buyer's behavior shall be treated as a default hereunder if: a) Buyer fails to pay any sum due hereunder within three (3) working days from the payment due date indicated herein for any of the payment; b) Buyer fails to perform any of its obligations hereunder and does not remedy such failure within twenty (20) working days after receiving Yang Ming's notification; c) Buyer ceases doing business as a going concern, becomes insolvent, or enters into bankruptcy proceedings.
- 7.2 If Buyer is in default under Clause 7, Yang Ming may decide, in its sole discretion, to terminate Agreement. Any such termination shall not relieve Buyer from its obligation under this Bidding and Agreement as accrued at the point of termination, including, without limitation, to pay any and all amounts due to Yang Ming up to and including the date of such termination. If Buyer has any debt to Yang Ming, Yang Ming may directly set off against Bid Bonds and Buyer shall not object.

8 Indemnity

- 8.1 Buyer shall indemnify, defend, and hold Yang Ming harmless for any and all claims, losses, expenses, costs, and damages (including and without limitation expenses in defending any claim or suit such as attorney's fee, court costs, and other expenses) arising or alleged to arise directly or indirectly or incidentally as a result of:
- (a) Any failure by Buyer to comply with its obligations under the Bidding and the Agreement;
 - (b) Any claim relating to a cause of action that occurs after Delivery Date for the applicable Unit(s); and
 - (c) Any lien on the Units created by Buyer's actions.
- 8.2 Each of Buyer and Yang Ming undertake to give prompt written notice to the other of any claims or actions against the other.

9 Jurisdiction and Governing Law

- 9.1 The Bidding, Agreement and all the rights and obligations of the Parties hereto shall be governed by, and construed in accordance with, the laws of Taiwan, the Republic of China. Any dispute arising out of or in connection with the Bidding and Agreement shall be referred to arbitration in Taipei, Taiwan, R.O.C. in accordance with the arbitration Acts of Taiwan, R.O.C. or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause. This award rendered by the arbitrator(s) shall be final and binding upon the Parties

concerned.

10 Interpretation of ambiguities

Any conflicts, controversy, or ambiguity to the terms and conditions herein, Yang Ming's interpretation shall prevail.

11 Question, Protest and Dispute

Any of the Bidders may submit its request or opinion regarding this Bidding and offer along with formal quotation in writing for Yang Ming's response, if any, within five (5) calendar days following the announcement of the Bidding Instruction, otherwise it will be deemed as undoubted and agreed hereto.

12 Legal Compliance

- 12.1 The Bidders and/or the Buyers hereby guarantees it shall undertake to at all times comply with all relevant and applicable national and international laws, conventions, regulations and provisions applicable including but not limited to environmental protection, labor, health & safety, fire, etc..
- 12.2 All the Bidders and/or the Buyers have fully been informed of and acknowledge Yang Ming engages in any commercial activities in a fair, equitable and transparency manner as per its "Code of Ethical Management", which could be referred and downloaded from Yang Ming's website at http://www.yangming.com/investor_relations/Corporate_Governance/CorporateSocialResponsibility.aspx#a02_2, for all of its stakeholders' acknowledge and compliance. Therefore, each Bidder and/or the Buyer confirms that it won't directly or indirectly offer, promise to offer, request or accept any improper benefits, including rebates, commissions, palm greasing payments, or offer or accept improper benefits in other ways to Yang Ming and its directors, supervisors, managers, employees and practical controllers.
- 12.3 All the Bidders and/or the Buyers shall forward the above-mentioned law/rules, requirements and measures to their employees, co-workers, and subcontractor for their full compliance.
- 12.4 If there is any accident incurred which causes any damage, loss or penalty due to the fault or negligence of each Bidder, its subcontractor or employees, this will constitute a material breach of winning Bidder's commitment and Yang Ming is entitled to terminate this Bidding Instruction and the relevant Agreement immediately without notice and the defaulting Bidder and/or the defaulting Buyer is responsible for compensating all loss and damage of Yang Ming.

13 **Severability**

If at any time during the performance of the Bidding or Agreement, any provision hereof shall be held to be invalid, illegal or unenforceable, the remainder of the Bidding or Agreement shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.

14 **Assignment**

Buyer shall not transfer all or parts of the right or obligation of this Bidding or Agreement or any other Buyer's rights or obligation related to this Bidding or Agreement. Unless, with prior written approval from Yang Ming, in the event that there is a necessity for assignment.

15 **Miscellaneous**

15.1 When the correction or modification of Bidder's bidding documentation is allowed, such corrections or modifications should be provided in writing and sent to Yang Ming before the Competition Meeting.

15.2 YANG MING may inform any of the Bidders in writing of any explanation, price reduction, negotiation, and change of original contents or re-quotation. If the Bidder does not take appropriate action within the stated deadline, the Bidder is regarded as having waived the right to do so.

15.3 Buyer shall perform Agreement by itself, and shall not assign a major portion of Agreement to subcontractors unless otherwise agreed by YANG MING in writing.

15.4 When YANG MING allows the Bidder's qualification requirements to be substituted by a subcontractor's qualification, Buyer shall not change the subcontractor or the subcontracted responsibilities. However, if the subcontractor must be changed due to special circumstances, then the new subcontractor's qualifications must not be lower than those of the original subcontractor, and the substitution must be approved by YANG MING in advance.

15.5 The Bidder shall not provide any commission, percentage, brokerage, or other fees to anyone in the contingent upon the success/award of an agreement. In the event that any breach of this Clause is found, YANG MING shall have the right to reject the submitted bid(s), cancel the agreement awarded, terminate the agreement, or deduct the maximum amount of liquidated damages specified in the conditions of Agreement from any amount of above-mentioned payments or fee(s) paid by the Bidder.

15.6 As to the matters not covered in this Bidding Instruction, please refer to the related documentation attached herein or YANG MING's further amendment or explanations in writing.

15.6.1 YANG MING reserves the right to amend the terms and conditions of the Bidding Instruction and shall notify the Bidders before the price negotiation date.

15.6.2 YANG MING reserves the right to provide supplementary explanations or corrections at Competition Meeting.

15.6.3 Any such amendments mentioned in Clause 15.6.1 & 15.6.2 shall be immediately effective and shall supersede any terms and conditions herein.

Appendix 1

CURRENT AGED RQ LOCATION-20180810

Asia		
COUNTRY	LOCATION	40'RQ BOX
AE	AEJEA	15
AU	AUADL	2
AU	AUBNE	15
AU	AUJFM	1
AU	AUMEL	60
AU	AUSYD	10
BD	BDCGX	17
CN	CNDLC	44
CN	CNFOC	1
CN	CNLYG	3
CN	CNNGB	29
CN	CNSHA	127
CN	CNSHK	8
CN	CNTAO	163
CN	CNXGG	62
CN	CNXMN	53
CN	CNYTN	49
HK	HKHKG	115
ID	IDJKT	20
ID	IDSUB	15
IN	INCCU	2
IN	INMAA	1
IN	INNSA	7
IR	IRBND	1
JP	JPHKT	3
JP	JPMOI	3
JP	JPNGO	4
JP	JPOSA	2
JP	JPSMZ	2
JP	JPTYO	41
JP	JPUKB	18
JP	JPYOK	10
KR	KRINC	5
KR	KRPUS	92
LK	LKCMB	1
MM	MMRGN	2
MY	MYPEN	22
MY	MYPKG	30
PH	PHDVO	8
PH	PHMNN	5
PH	PHMNS	4
PL	PLGDY	4
QA	QAAMD	1
SA	SADMM	5
SA	SAJED	6
SG	SGSIN	77
TH	THBKK	27
TH	THLCB	30
TH	THLKR	2
TH	THSGZ	4
TW	TWKEL	30
TW	TWKHH	316
TW	TWTXG	9
VN	VNCLI	11
VN	VNDAD	8
VN	VNHPH	10
VN	VNIHV	11
VN	VNSGN	18
Total		1641

EU		
COUNTRY	LOCATION	40'RQ BOX
EG	EGAIC	2
EG	EGDAM	1
ES	ESBCN	8
ES	ESVGO	11
ES	ESVLC	8
FR	FRFOS	15
GE	GEPTI	1
GR	GRPIR	4
IL	ILASH	15
IT	ITGOA	13
IT	ITLIV	3
IT	ITNAP	2
IT	ITSPE	6
MA	MACAS	4
MA	MATNG	1
PA	PABLB	1
TR	TRARM	2
TR	TRARS	1
TR	TRIST	1
TR	TRIZM	1
TR	TRMER	5
BE	BEANR	46
DE	DEHAM	64
DK	DKAAR	1
FR	FRLEH	19
GB	GBLGP	10
GB	GBSOU	7
NL	NLRMT	141
RU	RUFCT	1
RU	RULED	1
RU	RUPLP	1
Total		396

US		
COUNTRY	LOCATION	40'RQ BOX
CA	CAHAL	2
CA	CATOR	2
CA	CAVAN	5
US	USBAL	1
US	USBOS	1
US	USCHS	4
US	USILM	10
US	USJAX	5
US	USLAX	17
US	USNYC	40
US	USOAK	16
US	USORF	35
US	USSAV	15
US	USSEA	1
US	USTIW	27
AR	ARBUE	6
BR	BRNVT	8
BR	BRPNG	4
BR	BRRIG	2
BR	BRSSZ	13
CL	CLSAI	6
EC	ECGYE	3
PA	PABLB	2
PE	PECLL	2
UY	UYMVD	5
Total		230

AREA	40'RQ BOX
ASIA	1641
MED	105
NCP	291
NAM	181
SAM	51
TOTAL	2269

Appendix 2

LETTER OF UNDERTAKING

We, [Company Name], a company organized and existing under the laws of the [Country Name], with an registered address of [Company Address], have been invited to join a bidding (the “Bidding”) for the transaction of Sale of Used Reefer Containers (the “Transaction”) held by Yang Ming Marine Transport Corp., a company organized and existing under the laws of Taiwan, the Republic of China, with an registered address of No. 271, Ming De 1st Road, Cidu District, Keelung City, Taiwan, Republic of China, (“Yang Ming”) and have intention to submit our bid to this Bidding.

To express our determination and good will to win this Bidding and execute this Transaction, we hereby warrant and guarantee to Yang Ming as follows:

1. We have fully understanding the contents of the bidding instruction, including all its attachments, amendment, if any, and all other related documentations, to this Bidding (the “Bidding Instruction”) and all relevant duties and responsibilities which may arise due to our submission of bid to this Bidding and will submit our bid to this Bidding with full compliance to the Bidding Instruction.
2. In accordance with Bidding Instruction 3.1, we shall remit money or offer a ‘bank draft’ to Yang Ming at an amount specified in the Bidding Instruction as the ‘Bid Bond’ to this Bidding before the Competition Meeting. If we have enough receivable of rental from Yang Ming, we agree to pledge such rental as the Bid Bond at Yang Ming’s sole discretion.
3. If we default on or fail to comply with any parts of our duties and responsibilities pursuant to the Bidding Instruction, we shall unconditionally to
 - (1) agree Yang Ming to terminate our qualification to join or win the Bidding;
 - (2) agree Yang Ming to deduct, offset or confiscate the Bid Bond as a punitive penalty;
 - (3) compensate and indemnify Yang Ming for all its costs, damages, expenses and fees, including but not limited to the legal fees, arisen herefrom if any.
4. This Letter of Undertaking shall be our fully and irrevocable consent to Yang Ming regarding this Bidding and Transaction. If there is any difference or conflict between any other written consent or agreement and this Letter of Undertaking, the contents hereof shall prevail.

[Company Name]

Name:

Title:

Date:

Appendix 3

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that YANG MING MARINE TRANSPORT CORPORATION (hereinafter referred to as "Seller") for good and valuable consideration to it in hand paid at or before execution and delivery of these presents, receipt of which is hereby acknowledged, has sold, granted, conveyed, assigned and transferred and by these presents does sell, grant, convey, assign and transfer to _____, its successors and assigns (hereinafter referred to as "Buyer"), all of Seller's right, title and interest in and to those certain marine shipping containers identified on _____ hereto (the "Equipment").

TO HAVE AND TO HOLD SAME UNTO Buyer, its successors, and assigns forever.

Seller, for itself and on behalf of the owners of the Equipment and its successors and assigns, hereby represents and warrants that Seller is the lawful owner of the Equipment and that the Equipment is free and clear of all security interests, liens, options, charges, encumbrances, restrictions or any other third-party rights on, over, or otherwise attaching to or affecting, or that could attach to or affect, the Equipment or title thereto.

Seller hereby agrees to warrant and defend title to the Equipment and Seller's right to transfer the same to Buyer and indemnify Buyer against damages and expenses which Buyer may suffer or incur arising out of any breach of warranty or misrepresentation.

IN WITNESS WHEREOF, the undersigned has caused this Bill of Sale to be executed by its duly authorized representatives as of _____.

YANG MING MARINE TRANSPORT CORPORATION

By : _____

Name : _____

Title: _____