

EXHIBIT A

For cargo yet to have been berthed and worked by the terminal and not already inland, nothing in this order or any other applicable law shall prohibit or impair the ability of any Beneficial Cargo Owner, agent or other third party logistics provider to enter into an agreement (the "Release Agreement") with any third-party or third parties (including, without limitation a Terminal Operator, Cargo Transportation Carrier, or any third party logistics provider) at the Beneficial Cargo Owner's or third party's expense based on reasonable, customary or agreed upon rates for any services provided by any Terminal Operator, Cargo Transportation Carrier, or any third party logistics provider to allow such Beneficial Cargo Owner to obtain custody and/or control of such Beneficial Cargo Owner's goods, including, but not limited to, services for removing such goods and/or container from any vessel or any terminal facility or Cargo Transportation Carrier, transporting such goods, storage, and/or demurrage, freight charges, flip charges, and/or any other charges incurred in handling such goods and/or containers, provided that such Beneficial Cargo Owner has paid to Hanjin the full ocean freight charges, less the sum of (i) any amounts previously paid to Hanjin for delivery of the affected cargo, and (ii) any amounts paid or required to be paid to a party other than Hanjin for obtaining custody and/or control of such Beneficial Cargo Owners goods at the regular rates that Hanjin contracted with a Terminal Operator, Cargo Transportation Carrier, or any third party logistics provider, and provided that, no amounts already paid by Hanjin to the Terminal Operator, Cargo Transportation Carrier, or any third party logistics provider will be deducted. As used herein, full ocean freight means the full contract charge provided in the contract with Hanjin for the delivery of the affected cargo as in effect as of the petition date.

Hanjin shall reasonably cooperate with all such Beneficial Cargo Owner, Terminal Operator, Cargo Transportation Carrier or any third party logistics provider efforts including, without limitation, releasing of "line Hold" or bill of lading changes or effectuating "customs clearance" on such goods or other similar action to effectuate the desired result of a Beneficial Cargo Owner. To the extent Hanjin fails to reasonably cooperate with a Beneficial Cargo Owner, Terminal Operator, Cargo Transportation Carrier or any third party logistics provider in connection with the applicable Release Agreement, such Beneficial Cargo Owner, Terminal Operator, Cargo Transportation Carrier or any third party logistics provider may request relief from this Court on two (2) calendar days' written notice. Hanjin's interest in any container containing Beneficial Cargo Owner goods shall not impair the rights of a Beneficial Cargo Owner under this paragraph or excuse compliance by Hanjin with this paragraph. Each Beneficial Cargo Owner that offers any payment pursuant to the terms hereof (assuming the Terminal Operator, Cargo Transportation Carrier or third party logistics provider otherwise agrees to accept such payment in consideration for releasing its possessory lien on any of Hanjin's property) shall be fully subrogated to the rights, liens and claims of any party paid and otherwise reserves all of its rights to assert a claim against Hanjin on account of any payment made by a Beneficial Cargo Owner pursuant to the terms hereof. Notwithstanding the stay or injunction imposed herein nor any other applicable law, to the extent a Terminal Operator, Cargo Transportation Carrier or other party possessing Hanjin property obtains payment (in an agreed upon amount agreed upon by the parties), the Terminal Operator, Cargo Transportation Carrier, or other party possessing Hanjin property (including, but not limited to, Hanjin shipping containers) shall be permitted to transfer, relinquish or dispose of such property immediately free and clear of any liens, claims and interests and released from any and all liability related to the

release of such property including any disgorgement and avoidance, without further relief from this Court.

This Exhibit A shall not apply to the BCO's cargo in containers for which Hanjin has paid all contracted charges due from Hanjin to the Terminal Operator, Cargo Transportation Carrier, or any third party logistics provider.

Any party in interest not in agreement with this protocol may seek relief from this Court on notice to the Foreign Representative.