



**NAME:** TOKO LINE/NS UNITED SPACE  
CHARTER AND COOPERATIVE  
WORKING AGREEMENT

**FMC NO:** 217-011328-2

**CLASSIFICATION:** SPACE CHARTER/COOPERATIVE  
WORKING AGREEMENT

**Second Edition**

**EXPIRATION DATE:** NONE



**EFFECTIVE**

**SEP 20 2010**

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**ARTICLE 1: FULL NAME OF THE AGREEMENT**

The full name of this Agreement is: Toko Line/NS United Space Charter and Cooperative Working Agreement.

**ARTICLE 2: PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to authorize the parties to agree on cooperative working arrangements and charter space on each other's vessels in connection with the carriage of cargo on terms and conditions agreed to between the parties in the trades defined in Article 4 of this Agreement.

**ARTICLE 3: PARTIES TO THE AGREEMENT**

The parties to this Agreement are:

- (a) Toko Kaiun Kaisha Ltd.  
Meikai Building  
32 Akashicho, Chuo-Ku, Kobe  
Japan  
(hereafter, "Toko Line"), and
- (b) NS United Kaiun Kaisha, Ltd.  
Otemachi 1<sup>st</sup> Square  
5-1 Otemachi, 1-chome  
Chiyoda-ku, Tokyo 100-8108  
Japan  
(hereafter, "NS United").

**ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT**

This Agreement applies to the trades from ports in Japan, on the one hand, to ports in the United States, on the other hand, including shipments from, to, or between inland or coastal points via ports within the scope of this Agreement.

**ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY**

5.1 Toko Line and NS United are common carriers in the foreign commerce of the United States. Under this Agreement, each party may charter space in the Agreement trades, up to the full reach of a vessel, on vessels owned, chartered, or managed by the other, on such terms and conditions as the parties may agree. To facilitate efficient operations under this Agreement, the parties may discuss and agree upon: the capacity of the vessels provided and their ports of loading and discharge; the parties' space requirements and the availability of such space in vessels owned, chartered, or managed by the parties; the place and timing of the provision of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements, and for other administrative matters relating to chartering and transportation provided under this Agreement; and the terms and conditions for the interchange of empty containers and related equipment for each others' use in the trades covered by this Agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire (expressed either as a fixed sum or as a percentage of freight) as the parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the parties from time to time.

5.3 Space in not more than eight vessels in a month, each vessel of a cargo capacity of 50,000 tons or less, shall be chartered under this Agreement.

5.4 Each party may act as the agent of the other in the trades covered by this Agreement upon such terms and conditions as they may from time to time agree.

**ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS  
OF AUTHORITY**

Authority to file this Agreement and any modification of this Agreement is delegated to counsel for the parties.

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**ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION**

Not applicable.

**ARTICLE 8: VOTING**

Not applicable.

**ARTICLE 9: DURATION AND TERMINATION OF THIS AGREEMENT**

The Second Edition of this Agreement shall take effect on the latter of October 1, 2010 or the date it becomes effective under the Shipping Act of 1984 and shall remain in effect until it is terminated on such date and with such notice as the parties may agree.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

TOKO KAIUN KAISHA LTD.

NS UNITED KAIUN KAISHA, LTD.

By: Robert B. Yoshitomi  
Robert B. Yoshitomi  
Attorney-in-fact

By: Robert B. Yoshitomi  
Robert B. Yoshitomi  
Attorney-in-fact

Date: September 16, 2010

Date: September 16, 2010