

Original Title Page

RECEIVED

2012 NOV 19 AM 11 05

OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

MATSON/KYOWA SPACE CHARTER AGREEMENT FOR GUAM AND PACIFIC ISLANDS

A Space Charter Agreement
(Guam-Pacific Islands)

FMC Agreement No. 012189

Expiration Date: None



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1: FULL NAME OF THE AGREEMENT	1
ARTICLE 2: PURPOSE OF THE AGREEMENT	1
ARTICLE 3: PARTIES TO THE AGREEMENT	1
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT	1
ARTICLE 5: AGREEMENT AUTHORITY	1
ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY	3
ARTICLE 7: MEMBERSHIP AND RESIGNATION	3
ARTICLE 8: VOTING	3
ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT	3
ARTICLE 10: GOVERNING LAW AND ARBITRATION	4
ARTICLE 11: MISCELLANEOUS	4

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Matson/Kyowa Space Charter Agreement for Guam and Pacific Islands (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize Kyowa to charter space to Matson and Matson to charter space to Kyowa in the Trade (as hereafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. Matson Navigation Company, Inc. ("Matson")
555 12th Street
Oakland, CA 94607
2. Kyowa Shipping Co., Ltd. ("Kyowa")
Resona Shimashi Bldg. 4th Flr
16-4 Shimbashi 1-chome
Tokyo, Japan 105-0004

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports in Guam, on the one hand, and ports in the Commonwealth of the Northern Mariana Islands, the Republic of the Marshall Islands, the Federated States of Micronesia and the Republic of Palau, on the other hand (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Kyowa is authorized to charter to Matson, Matson is authorized to purchase from Kyowa, space for the movement of loaded containers in the Trade on "as needed, as available" basis on each sailing of Kyowa's vessels in the Trade. Matson is authorized to charter to Kyowa,

Kyowa is authorized to purchase from Matson, space for the movement of loaded containers in the Trade on "as needed, as available" basis on each sailing of Matson's vessel in the Trade. Such space shall be made available at such slot charter hire and on such other terms as the Parties shall agree from time to time.

5.2 Kyowa shall be responsible for operation of its vessels and shall procure that both it and the vessels comply with the requirements of the ISM code. Matson shall be responsible for operation of its vessel and shall procure that both it and the vessel comply with the requirements of the ISM code

5.3 Neither party shall sub-charter slots made available to it hereunder to any third-party ocean carrier without the prior consent of the other party.

5.4 The Parties are authorized to discuss and agree upon routine operational and administrative matters including, but not limited to, procedures for allocating space, forecasting, stevedoring and terminal operations, recordkeeping, responsibility for loss, damage or injury (including provisions of bills of lading relating to same), the interchange of information and data regarding all matters within the scope of this Agreement, terms and conditions for force majeure relief, insurance, guarantees, indemnification, and compliance with customs, safety, security, documentation, and other regulatory requirements.

5.5 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writing and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same: (a) any authorized officer of a Party; and (b) legal counsel for a Party.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New parties to this Agreement may be added only upon unanimous consent. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Actions taken pursuant to this Agreement or any amendment thereof shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended. It shall continue in effective indefinitely. Either Party may resign from this Agreement by giving not less than sixty (60) days advance written notice.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 The interpretation, construction and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the laws of California; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the Shipping Act of 1984, as amended.

10.2 Any and all disputes arising out of or in connection with this Agreement which cannot be resolved amicably shall be resolved by arbitration in California pursuant to the rules of the American Arbitration Association.

ARTICLE 11: MISCELLANEOUS

11.1 The Parties agree that neither Party hereto shall have the right to assign or transfer any of its rights or obligations hereunder without written consent of the other Party.

11.2 Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership for any purpose or extent. Except as the Parties may otherwise agree, neither Party shall be deemed the agent of the other for the purpose of this Agreement and/or for any matters or things done or not done under or in connection with this Agreement.

11.3 Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by facsimile confirmed by courier

MATSON/KYOWA SPACE CHARTER AGREEMENT FOR GUAM AND PACIFIC ISLANDS
FMC No. 012189
Original Page 5

or registered mail, to the following addresses:


<p><u>Matson:</u></p> <p>Matson Navigation Company, Inc. 555 12th Street Oakland, CA 94607 Attn: Steve Rubin E-mail: srubin@matson.com Facsimile: 510/628-7365</p>	<p><u>KYOWA:</u></p> <p>Kyowa Shipping Co., Ltd. Resona Shimashi Bldg 4th Flr 16-4 Shimbashi 1-chome Tokyo, Japan 105-0004 Attn: Operations Email: _____ Facsimile: _____</p>
--	--

MATSON/KYOWA SPACE CHARTER AGREEMENT FOR GUAM AND PACIFIC ISLANDS
FMC No. 012189
Original Signature Page

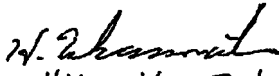
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 15TH day of NOVEMBER 2012.

Matson Navigation Company, Inc.

By: 
Name: Vicente Angoco
Title: Sr. Vice President

Kyowa Shipping Co., Ltd.

By: 
Name: Hitomitsu Takamatsu
Title: PRESIDENT