LIBERTY GLOBAL LOGISTICS/ NYK SPACE CHARTER AGREEMENT

FMC AGREEMENT NO. 012422-001

A COOPERATIVE WORKING AGREEMENT

Expiration Date: None

Date of Last Republication: None

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
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TABLE OF CONTENTS

Article		Page
Article 1.	Name	3
Article 2.	Purpose	3
Article 3.	Parties	3
Article 4.	Geographic Scope	3
Article 5.	Agreement Authority	4
Article 6.	Administration and Delegations of Authority	5
Article 7.	Membership and Withdrawal	6
Article 8.	Voting	6
Article 9.	Effective Date, Duration and Termination	6
Article 10.	Applicable Law	7
Signature Page		

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
Downloaded from WWW.FMC.GOV on Friday, September 3, 2021

Article 1. Name

This Agreement shall be known as the Liberty Global Logistics and NYK Space Charter Agreement (the "Agreement").

Article 2. Purpose

The purpose of this Agreement is to authorize the Parties (as defined below) to charter space to/from one another for the carriage of vehicles or other Ro/Ro cargo on their respective vessels in the Trade (as defined below).

Article 3. Parties

The parties (individually, a "Party" and collectively the "Parties") to this Agreement are:

Liberty Global Logistics LLC
1979 Marcus Avenue, Suite 200
Lake Success, NY 11042

(hereafter "Liberty Global Logistics")

AND

Nippon Yusen Kaisha
Yusen BLDG., 3-2 Marunouchi Chiyoda-Ku
Tokyo, Japan

(hereafter, "NYK")

Article 4. Geographic Scope

This Agreement covers the trade between a port or place in the United States (as defined in 46 U.S.C. 114) and a port or place in a foreign country (the "Trade").

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
Downloaded from WWW.FMC.GOV on Friday, September 3, 2021

Article 5. Agreement Authority

5.1 The Parties are authorized to charter space for the carriage of vehicles and other Ro/Ro cargo to/from one another in the Trade on an "as needed/as available" basis, up to the full reach of a vessel, on vessels owned or chartered by them on such terms and conditions as the Parties may agree from time to time. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon space requirements and the availability of space on their vessels; the 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 use or interchange of equipment useful in the carriage of cargo in the Trade. Space chartered hereunder may not be sub-chartered to another carrier, except Liberty Global Logistics. The discussion and agreement permitted by this Section 5.1 includes discussion and agreement about the volumes, cargo characteristics, shipping requirements, and other transportation features of service for a specific shipper, when such shipper has given written authorization for such discussion and agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the Parties may from time to time agree. If the Parties do not agree on the space charter rate for a particular shipment before the cargo is loaded by the Party carrying the cargo, the applicable rate shall be USD500/cbm. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.3 The Parties may discuss and agree upon the terminal(s) to be called by the vessels operated hereunder as well as the stevedore(s) that will service such vessels, and/or the volume

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
Downloaded from WWW.FMC.GOV on Friday, September 3, 2021

of cargo to be handled by such terminals or stevedores. In furtherance of the foregoing, the Parties are authorized to discuss, exchange information, and/or coordinate negotiations with marine terminal operators or stevedores relating to operational matters such as port schedules and berthing windows; availability of port facilities, equipment and services; contract duration; adequacy of throughput; and the procedures of the interchange of operational data in a legally compliant matter. However, nothing in this Agreement shall authorize the Parties jointly to operate a marine terminal in the United States, to jointly negotiate for or jointly procure terminal services at U.S. ports, to discuss or agree upon the rates charged to their respective shipper customers, or to engage in capacity rationalization.

5.4 The Parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.5 The Parties are authorized to enter into further agreements authorized by this Agreement, subject to the filing and effectiveness provisions of the Shipping Act of 1984, as amended, and implementing regulations of the Federal Maritime Commission.

Article 6. Administration and Delegations of Authority

6.1 This Agreement shall be administered and implemented by such meetings, decisions, memoranda, and communications between any authorized representatives of the Parties to enable them to effectuate the purposes of this Agreement

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
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6.2 The following individuals shall have the authority to file this Agreement and any modification to this Agreement with the Federal Maritime Commission, as well as the authority to delegate the same:

(a) Any authorized officer or representative of a Party; or

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
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(b) Legal counsel for a Party.

Article 7. Membership and Withdrawal

7.1 New parties to this Agreement may be added only upon the unanimous consent of the Parties. 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 upon ninety (90) days' advance written notice to the other Parties, such notice to be sent to the address set forth in Article 3 above.

7.3 The Parties will promptly notify the Federal Maritime Commission of any withdrawal pursuant to this Article or of the termination of the Agreement.

Article 8. Voting

Actions taken pursuant to, or any amendments or modifications to, this Agreement shall be by unanimous consent of the Parties.

Article 9. Effective Date, Duration and Termination

9.1 This Agreement shall go into effect on the date it becomes effective under the Shipping Act of 1984, as amended.

9.2 This Agreement shall remain in effect until terminated by unanimous consent of the Parties or until all but one Party has withdrawn.

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
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Article 10. Applicable Law

The interpretation, construction and enforcement of this Agreement shall be governed by the laws of the United States, including the Shipping Act of 1984, as amended.

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of July 19th, 2021.

LIBERTY GLOBAL LOGISTICS, LLC

By: Daniel Leon

Name: Daniel Leon

Title: V.P. Commercial Operation

NIPPON YUSEN KAISHA

By: Satoshi Yoshikawa

Name: Satoshi Yoshikawa

Title: Vice President, NYK Group Americas Inc. RoRo Division

FMC Agreement No.: 012422-001 Effective Date: Monday, July 19, 2021
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