

Page

~~Original~~ First Revised Title

MOL/NMCC~~AWLS~~ JOINT OPERATING AGREEMENT

FMC Agreement No. 012248-001

A Cooperative Working Agreement

Expiration Date: None

Table of Contents

	Page
ARTICLE 1: NAME OF THE AGREEMENT	1
ARTICLE 2: BACKGROUND AND PURPOSE OF THE AGREEMENT.....	1
ARTICLE 3: PARTIES TO THE AGREEMENT	1
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT.....	2
ARTICLE 5: AGREEMENT AUTHORITY.....	2
ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY	4
ARTICLE 7: MEMBERSHIP AND WITHDRAWAL.....	5
ARTICLE 8: VOTING	5
ARTICLE 9: DURATION AND TERMINATION	5
ARTICLE 10: NOTICE.....	6
ARTICLE 11: NON-ASSIGNMENT.....	6
ARTICLE 12: ARBITRATION	6

ARTICLE 1: NAME OF THE AGREEMENT

The full name of this Agreement is the “MOL/NMCC/~~WLS~~ Joint Operating Agreement” (the “Agreement”).

ARTICLE 2: BACKGROUND AND PURPOSE OF THE AGREEMENT

2.1 Background. Mitsui O.S.K. Lines, Ltd. owns ~~70.01-90~~ percent of the voting shares of Nissan Motor Car Carrier Co., Ltd. ~~which owns 100 percent of the voting shares of World Logistics Service (U.S.A.), Inc.~~ By virtue of this substantial common ownership, these ~~two~~three companies often operate as a single economic entity.

2.2 Purpose. The purpose of the Agreement is to authorize these ~~two~~three commonly controlled operators of roll-on/roll-off (“RO/RO”) or other specialized vessels designed for the movement of wheeled vehicles (collectively, “Vessels”) to engage in operational and commercial cooperation in U.S. trades to the fullest extent permitted by the Shipping Act of 1984, as amended (the “Shipping Act”).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are:

MITSUI O.S.K. LINES, LTD. (“MOL”)
1-1, Toranomom 2-chome, Minato-ku
Tokyo, 105-8688 Japan

NISSAN MOTOR CAR CARRIER CO., LTD. (“NMCC”)
1-2-2, Uchisaiwaicho, Chiyoda-ku
Tokyo, 100-0011 Japan

~~WORLD LOGISTICS SERVICE (U.S.A.), INC. (“WLS”)
111 West Ocean Boulevard, Suite 1040
Long Beach, CA U.S.A. 90802~~

MOL and, NMCC ~~and~~ ~~WLS~~ are sometimes referred to jointly as “Parties” and individually as a “Party.”

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement applies to the movement of RO/RO (including vehicles), breakbulk and other cargo moving in all-water or intermodal service, and whether moving under a through bill of lading or otherwise, between all ports in the United States and U.S. inland and coastal points served via such ports on the one hand, and ports and inland points in all other countries worldwide on the other hand (the “Trade”).

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Acquisition and Deployment of Vessels. The Parties are authorized to discuss, agree upon, and coordinate the acquisition of Vessels (newbuildings, existing Vessels and Vessels chartered from third parties) and the deployment of existing and/or newly-acquired Vessels in the Trade by one or more of them.

5.2 Chartering of Vessels. The Parties are authorized to charter Vessels to/from one another on a bareboat, time-charter, or voyage charter basis, and to discuss and agree on all terms of such charters.

5.3 Chartering of Space. The Parties are authorized to charter to/from one another space on their respective Vessels in any portion of the Trade on an “as needed/as available basis” for such charter hire (expressed as either a currency amount, a percentage of freight, or a swap of space), and upon such other terms and conditions as the Parties may agree from time to time.

5.4 Terminals. The Parties are authorized to consult and agree upon the use of terminals, vehicle processing centers, storage or other port-area facilities and may jointly negotiate and enter into leases, subleases or assignments of such facilities and may contract for stevedoring services, terminal and other related ocean and shoreside services and supplies, with each other or jointly with third parties in the United States or elsewhere.

5.5 Equipment. The Parties are authorized to discuss and agree upon the terms and conditions for the interchange, lease or sublease of, return of, and may otherwise cooperate in connection with, equipment used to carry, load, unload, or transport cargo, on such terms as they may from time to time agree.

5.6 Other Operational Cooperation.

(a) The Parties are authorized to discuss and agree upon administrative matters and related issues, including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record keeping, transfer of, seconding or sharing personnel, responsibility for loss or damage, procedures for handling and resolving claims, terms and conditions for force majeure relief, insurance, indemnification, and treatment of hazardous and dangerous cargoes.

(b) Subject to 46 U.S.C. §40307(b), the Parties are authorized to: (i) discuss, negotiate and enter into agreements with air carriers, rail carriers, motor carriers and water carriers not subject to FMC jurisdiction with respect to transportation within the United States; and (ii) discuss and agree with such carriers upon inland divisions of through rates within the United States.

(c) The Parties are authorized to discuss, agree upon, and enter into joint contracts for the purchase of services and supplies not otherwise specified herein except including, the parties will not jointly negotiate with a tug or towing vessel service provider on any matter relating to rates or services provided within the United States by those tugs or towing vessels ~~but not limited to, bunker fuel, vessel husbandry services, and tug services.~~

(d) Each Party is authorized to appoint another Party as its agent in all or any portion(s) of the Trade.

5.7 Commercial Cooperation.

(a) The Parties are authorized to discuss and reach agreement on any and all aspects of: tariffs, service contracts, bills of lading, general rate and revenue levels, specific rates and charges, maintaining, increasing and decreasing rates and charges, service items, credit and collection practices and policies, classifications, and all other practices, terms, conditions, rules and regulations applicable to transportation of cargo in the Trade and to services provided in connection therewith, as well as arrangements with forwarders and brokers.

(b) The Parties are authorized to negotiate, enter into, and amend joint service contracts. Nothing in this Agreement shall restrict the right of any Party to negotiate individual service contracts, nor is any Party required to disclose negotiation of, or the terms and conditions of, any individual service contract, other than those terms and conditions required to be made publicly available under the Shipping Act.

(c) The Parties are authorized to adopt, repeal or amend voluntary guidelines relating to the terms and procedures of all or a portion of their respective individual service contracts. Any voluntary guidelines adopted shall be confidentially submitted to the Federal Maritime Commission (“FMC”) and shall explicitly state the right of the Parties not to follow any or all of the guidelines adopted.

(d) The Parties do not fall within the scope of 46 U.S.C. §41105 and thus are authorized to discuss and agree upon those portions of the Trade in which one or more of them offer(s) service (including geographic trade lanes and/or commodities) and to discuss, agree upon and coordinate their sales and marketing efforts.

5.8 Information Exchange.

The Parties are authorized to collect, exchange and disseminate statistics, data, reports, documents and other information relevant to the Trade and/or to the authority contained in this Agreement, to discuss the same, and to reach agreement on actions to be taken based on such information. Such statistics and information include, but are not limited to: economic forecasts; past, present or expected future conditions in all or any portion of the Trade; general economic trends affecting the industry such as fiscal and monetary policies of national governments and/or international bodies; trends in trade growth or development; trade and cargo flows and imbalances; expected demand for transportation services in the Trade; past, current, or expected vessel capacity (owned and/or chartered) deployed or to be deployed in the Trade by the Parties or other carriers; carrier revenues, profits and losses; the Parties’ round-trip economics in the Trade or any portion; operational or technological developments and changes affecting the transportation services provided by the Parties; proposed or enacted legislation, regulations or policy of any national or sub-national government (including courts); actions by third parties such as terminal operators or conferences thereof, ports, other vessel-operating and non-vessel-operating common carriers, shippers or shipper groups, canals, tug operators, inland carriers, or other persons concerned with the Trade.

ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 This Agreement shall be administered and implemented by a management committee and managers appointed by the Parties.

6.2 The Parties are authorized to create additional standing or ad hoc committees with such composition and responsibility as they may from time to time deem necessary or useful to the implementation or administration of this Agreement.

6.3 The following persons shall have authority to sign and file this Agreement, any subsequent modifications thereto, and any supporting information with the FMC or any other governmental entities with mandatory jurisdiction over this Agreement and to respond to any requests for information from the FMC, and such persons are also authorized to delegate such authority:

1. A designated senior executive of each Party; or
2. Legal counsel for each Party.

The above officials may also delegate to other persons written authority to execute and file this Agreement or modifications thereto.

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

7.1 Any Party may withdraw from this Agreement by giving six (6) months' prior written notice to the other Parties. In the event of termination of this Agreement or withdrawal by one of the Parties, the Parties shall continue to be liable to one another in respect to all liabilities and obligations accrued or due prior to termination or withdrawal, and in such other respects as the Parties may determine to be fair as between the Parties in relation to the completion of all contracts of carriage outstanding at the date of termination or withdrawal.

7.2 A new party may be added only by unanimous agreement of the Parties.

ARTICLE 8: VOTING

All decisions under this Agreement shall be by unanimous agreement of the Parties.

ARTICLE 9: DURATION AND TERMINATION

This Agreement shall continue in effect until onetwo of the Parties withdraws pursuant to Article 7 hereof or until the Parties mutually agree to terminate the Agreement. Prompt notice of termination shall be provided to the FMC.

ARTICLE 10: NOTICE

Each notice required to be given to a Party hereunder shall be in writing.

ARTICLE 11: NON-ASSIGNMENT

No Party shall assign or transfer this Agreement or all, or any part of, its rights or liabilities hereunder to any person, entity or corporation without the prior written consent of the other Parties.

ARTICLE 12: ARBITRATION

Any and all disputes arising under this Agreement shall be resolved by arbitration in Tokyo, Japan under the rules of the Japan Shipping Exchange, Inc. in force at the time of the occurrence of the dispute. The arbitration shall be conducted in Japanese, unless the Parties to the dispute agree on another language. If the question to be arbitrated involves technical issues the arbitrators shall, upon request of any-either Party, appoint an independent expert to advise the panel on such issues. The arbitration award must be rendered within one year of the commencement of the proceeding.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this ____ day of ~~February~~July, 20~~14~~21, and to file same with the FMC.

mitsui o.s.k. lines, ltd.

By: _____

Name: _____

Title: _____

NISSAN MOTOR CAR CARRIER CO., LTD.

By: _____

Name: _____

Title: _____

~~WORLD LOGISTICS SERVICE (U.S.A.), INC.~~

By: _____

Name: _____

Title: _____