

CNCOSL/MATSON

SLOT CHARTER AGREEMENT

FMC AGREEMENT NO. 201320

Expiration Date: None

ARTICLE 1. FULL NAME OF AGREEMENT

The full name of this Agreement is the ~~CNCOSSL~~/MATSON West Coast North America/
Pacific Islands Slot Charter Agreement ("Agreement").

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize ~~CNCOSSL~~ to charter space to MATSON
in the Trade (as hereinafter defined).

ARTICLE 3. PARTIES TO THE AGREEMENT

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

1. ~~The China Navigation Co. Ptd. Ltd.~~ Swire Shipping Pte. Ltd. ("~~CNCOSSL~~")
300 Beach Road #27-01
The Concourse
Singapore 199555
2. Matson Navigation Company, Inc. ("MATSON")
1411 Sand Island Parkway
Honolulu, HI 96819

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports on the Pacific Coast of
the United States and ports in American Samoa, Samoa, and Tahiti (the "Trade").

ARTICLE 5. AGREEMENT AUTHORITY

5.1 ~~CNCOSSL~~ shall sell and MATSON shall purchase, on a used/not used basis, slots
for 89 TEUs (or a maximum of 1,246 metric tons) (including 19 reefer plugs) on certain vessels
~~CNCOSSL~~ operates or on which ~~CNCOSSL~~ has space in the Trade. Additional slots may be
sold/purchased on an ad hoc basis. Such additional space must be requested prior to relevant
vessel/cargo cutoffs and, once confirmed, shall be considered as reserved space and will be
invoiced on a used or not basis.

5.2 The sale of slots under Article 5.1 shall be on such terms and such conditions as the

Parties may agree from time to time.

5.3 Except as provided by Article 5.4 infra, MATSON shall not sub-charter slots made available to it hereunder to any third party, except, with the prior written consent of ~~ENCOSL~~. Any such third party must be a vessel operating carrier.

5.4 MATSON may always sub-charter Slots and/or reefer plugs to its vessel operating Affiliates (as may change from time to time) without the ~~ENCOSL~~'s prior consent.

(a) At the date of this Agreement, MATSON declares the following entities as its vessel operating Affiliates:

Matson South Pacific Limited

(b) Where MATSON sub-charters Slots and/or reefer plugs to an Affiliate:

(i) MATSON shall not permit the relevant Affiliate to subsequently sub-charter such Slots and/or reefer plugs to any other person without the prior written consent of the Slot Provider; and

(ii) MATSON shall terminate the sub-chartering arrangement immediately upon the sub-chartering party ceasing to be an Affiliate.

5.5 Each party is responsible for the port charges attributed to its own cargo, but are authorized to discuss and agree between themselves on their respective responsibilities for port charges assessed to SSL as the vessel operator at island ports in the trade.

5.6 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

Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by email or by facsimile confirmed by courier or registered mail, to the following addresses:

<p><u>CNCOSSL:</u></p> <p>The China Navigation Co. Pte. Ltd. <u>Swire Shipping Pte. Ltd.</u> Attn: Jeremy Sutton 300 Beach Road #27-01 The Concourse Singapore 199555 Email: jeremy.sutton@swire<u>eneo</u>shipping.com</p>	<p><u>MATSON:</u></p> <p>Matson Navigation Company, Inc. Attn: Vicente S. Angoco, Jr. 555 12th Street Oakland, CA94607 Email: vangoco@matson.com</p>
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ARTICLE 11. SEVERABILITY

Should any term or provision of this Agreement be held invalid, illegal or unenforceable, the remainder of the Agreement, and the application of such term or provisions to persons or circumstances other than those as to which it is invalid, illegal or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid, legal and enforceable to the full extent permitted by law.

ARTICLE 12. AMENDMENT

Any modification or amendment of this Agreement must be in writing and signed by both Parties and may not be implemented until filed with the FMC and effective under the U.S. Shipping Act of 1984, as amended.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their
duly authorized representatives as of this ____ day of ~~November 2019~~November 2021.

~~The China Navigation Co. Pte. Ltd.~~Swire
Shipping Pte. Ltd.
Name:
Title:

MATSON Navigation Company, Inc.
Name:
Title: