

Contract for HNS Response Resource Deployment and Emergency Response

Terms and Notes

Warning: Please note that this is translation of the original Contract and notes thereon in Japanese language, only for your reference. Only the Japanese texts are deemed valid, and any and all parts of this translation shall not affect any interpretation or construction of the original Japanese text.

(Re: Article 39, Article 39-5, the Law Relating to Prevention of Marine Pollution and Marine Disasters)

As of the end of July, 2007

Section 1 (General Provisions)

This Contract for HNS Response Resource Deployment and Emergency Response (hereinafter, the "Contract") shall be applied to procedures, rights and obligations between Maritime Disaster Prevention Center (hereinafter, "Center") as an independent administrative institution on the one hand and a ship owner (if the relevant ship is co-owned, a ship manager; if the relevant ship is leased, a lessee), and if applicable, a person who acted on behalf of the said ship owner, who has applied for issuance of a certificate (hereinafter, "Ship Owners"), with respect to the Center's service to prepare and deploy materials, equipment, and experts necessary to respond to an incident relating to a large amount of oil (except for specified oil) and hazardous liquid substance (hereinafter, "HNS") and the Center's issuance of the Certificate of HNS Response Resource Deployment (hereinafter, the "Certificate") thereon, as well as the Center's emergency response actions to respond to HNS incident, fire fighting operations and the other emergency response in case of a threat of the said HNS incident (hereinafter, the "Emergency Response") in accordance with the Law Relating to the Prevention of Marine Pollution and Marine Disasters (Law No. 136 of 1970 as revised, hereinafter, the "Law") and the Regulation for Implementation of the said Law (Ministry of Transportation Ordinance No. 38 of 1971 as revised, hereinafter, the "Regulation"). The Ship Owners shall be deemed as they agreed to the terms and conditions of this Contract at the time when they applied for issuance of the Certificate, and this Contract shall become valid and enforceable at the time when the Certificate is issued.

[NOTES]

This Contract sets forth the terms and conditions to be applied to cases where the Center will provide the Center's system and resources they have established to carry out the operations and

services provided in paragraphs 1 and 2 of Article 42-25 of the Law (hereinafter, "Para-1 Operation" and "Para-2 Operation" respectively) with the Ship Owners who is legally obligated to, prepare and deploy materials, equipment, and experts, and where, if there occurs HNS incident or a threat thereof near the Center's stockpile base for the said materials and equipment and if the Ship Owner (or the master of the ship involved) requests so, the Center will take initial response actions in the designated areas (the areas provided in Article 33-13 of the Regulation). This Contract is open to any Ship Owners, provided that the Ship Owners duly made the application and fee payment.

Please note that this Contract deals only with respect to HNS. Thus, a separate contract is to be made as for the specified oil, or so-called "persistent oil".

Section 2 (Deployment of Materials, Equipment and Experts and Certificate)

- (1) When the Ship Owners took the steps provided in Sections 3 and 4 hereof, and when no omission or inconvenience is found therein, the Center shall prepare and deploy the materials and equipment, and secure experts as required under the Law and the Regulation, at the Center's base for materials and equipment etc (hereinafter, the "Base") listed in the attached table, for the ship, with respect to which the Ship Owners filed the application (hereinafter, the "Ship").
- (2) The Center may enter into agreements with contractors, if necessary, to pursue storage and maintenance of the materials and equipment (hereinafter, "materials and equipment") at the Base, or to secure experts, and/or to make Emergency Response.
- (3) The Center shall issue a certificate to the Ship Owners to certify preparation and deployment of the materials, equipment and experts as provided in the preceding two paragraphs hereof.
- (4) The Center will issue three types of Certificates: Annual Certificate, Limited Annual Certificate, or Specified Period Certificate. The Ship Owners shall select one of them at the time of their application in accordance with Section 3(1).
- (5) The Annual Certificate shall be valid for a period of one fiscal year from April 1 to March 31.
- (6) The Limited Annual Certificate shall be valid either for a period less than one fiscal year from April 1 to a date in the end of any month during the said fiscal year, or from any starting date during the said fiscal year to the next March 31.
- (7) The Specified Period Certificate shall be valid for a period of 14-day length or of its multiple day length.
- (8) The starting date of effective period of the Limited Annual Certificate which is valid from any starting date during the fiscal year to the next March 31 (hereinafter, the "Limited Annual Certificate Starting Midyear") and the starting date of effective period of Specified Period Certificate shall be, in principle, the preferable starting date that the Ship Owners states in the application form in accordance with Section 3(1).

- (9) The end date of the Limited Annual Certificate which is valid from April 1 to any end date during the fiscal year (hereinafter, the "Limited Annual Certificate Starting on April 1") shall be, in principle, the preferable end date that the Ship Owners states in the application form in accordance with Section 3(1).
- (10) In case the owner of the Ship is changed due to ship's sale or any other reason, the Certificate issued for the said Ship shall become invalid.

[NOTES]

1. Once the Ship Owners file an online application through the home page on Center's web site for the deployment of the materials, equipment and experts and complete fee payment, pursuant to the provisions of this Contract, the Center will prepare and deploy the materials, and equipment, and secure experts as required by the Law and Regulation, for the ship for which Ship Owners made application (hereinafter, the "Ship"), and the Center will issue a Certificate therefor (Sections 2(1) and (3)).
2. Under Japanese law unless otherwise agreed, the Center shall obtain the Ship Owners' approval to consign any or all parts of its service to a third party. The provision of this Contract allows the Center to do so without the approval of the Ship Owners (Section 2(2)).
3. There are three types of Certificate depending on the length of its effective period: Annual Certificate, Limited Annual Certificate, and Specified Period Certificate.
 - ① The Annual Certificate is valid for one year from April 1 to March 31 (Section 2(5)).
 - ② The Limited Annual Certificate is a certificate, prepared for an often-occurring situation where a ship is sold or newly built. It may be valid for monthly periods in case that the validity of the Certificate shall be carried over from the previous fiscal year, or into the following fiscal year. There are two types of Limited Annual Certificates: the one valid from April 1 to any ending date during that fiscal year, and the other valid from any starting date during the fiscal year to the end of that fiscal year, the next March 31 (Section 2(6)).
 - ③ The Specified Period Certificate is valid for a period of two week length or of its multiple (Section 2(7)).
 - ④ The starting or end date of the Limited Annual Certificate or the Specified Period Certificate is the starting or end date respectively which Ship Owners preferred (Sections 2(8) and (9)).
 - ⑤ In case the owner of the ship is changed, for instance, due to ship's sale, the Certificate will become invalid. Therefore, the new owner of the ship will have to apply for a new

certificate in accordance with Sections 3(1) and (2).

Section 3 (Application for Certificate and Information therefor)

- (1) The Ship Owners shall use "Application Form for Certificate of HNS Response Resource Deployment" (Form 1) (hereinafter, the "Application Form") for their application for the issuance of the Certificate. The Ship Owners shall fill the blanks of the Application Form with the information, such as Ship's particulars, hull and machinery or protection and indemnity insurance coverage for the Ship and her planned voyage in the designated areas (the areas designated in Article 33-13 of the Regulation), and type and quantity of HNS scheduled to be on board.
- (2) The Ship Owners shall send the Application Form to the Center either in writing or online by the deadlines of March 20 (if that day is a bank holiday, the bank business day immediately therebefore) for the Annual Certificate, or the Limited Annual Certificate Starting on April 1, and the deadline of 3 days before the starting date (if that day is a bank holiday, the bank business day, excluding December 29 and 30, immediately therebefore) for the Limited Annual Certificate Starting Midyear, provided however that, in case the Ship Owners need the issuance of the Certificate at urgent basis, the Ship Owner may make the application at urgent basis until two days before the starting date of the validity period.
- (3) The Center shall issue a Certificate in a prompt manner when the fee payment is duly made in accordance with Section 4.
- (4) The Ship Owners shall promptly notify the Center of any change, if any, of the information filled in the Application Form.

(Form 1) Application Form for Certificate of HNS Response Resource Deployment

[NOTES]

1. The application for the issuance of the Certificate is made by filling out the Application Form for Certificate for HNS Response Resource Deployment (Form 1: hereinafter, the "Application Form") and sending the filled form to the Center. However, the Center and the Ship Owners usually can take these steps easier and faster online over the internet through the Center's web site (Section 3(1)).
2. In case of the above ①, the Ship Owners by filling the Application Form should give the Center the information, such as Ship's particulars, applicable H&M and P&I coverage, voyage schedule in the designated areas (the areas are defined in Article 33-13 of the

Regulation), and type and quantity of HNS scheduled to be on board so that the Center can refer to the information on its data file when the Center need to immediately and properly respond to any emergency case (2nd sentence of Section 3(1)).

3. The application for the issuance of certificate may be made to the Center either in writing or online. The deadlines are as follows (Section 3(2)): -

① For Annual Certificate or Limited Annual Certificate Starting on April 1

The Center has fixed March 20 to be the deadline, a bit earlier than the end of the fiscal year, since most of non ocean-going vessels are anticipated to select the Annual Certificate, for which many applications would come in the fiscal year end. However, unless the payment is not made on time to the Center, the Certificate will not be issued even if the other steps for the application are completed.

② For Limited Annual Certificate Starting Midyear or Specified Period Certificate

The deadline is set to be three days before the starting date.

③ Exception (overdue application)

Even after the deadline described in ① and ②, an application at urgent basis for issuance of Certificate will be accepted if it is until two days before the starting date of the validity period. (However, even if the application step is completed, the Certificate will not be issued unless the payment for the overdue fee in addition to the Certificate fee is paid by two days before the starting date of the validity period; e.g. March 30 for the Annual Certificate)

4. The Certificate will be issued promptly, via email, when application process has been completed, and the payment for Certificate fee (in some cases, with additional fees) pursuant to Section 4 is made, which is confirmed by the Center (Section 3(3)).

Section 4 (Payment of the Certificate fees)

(1) The Ship Owners, when applying for the Certificate, shall make the remittance of the Certificate fee, which is fixed separately by the Center, to the bank account designated by the Center.

(2) The due date for the payment of the Certificate fee shall be as specified below. The payment shall be deemed completed when the whole Certificate fee is reached at the bank account designated by the Center.

(i) For Annual Certificate or Limited Annual Certificate Starting on April 1, March 20 (if that day is a bank holiday, the nearest bank business day therebefore)

(ii) For Limited Annual Certificate Starting Mid-year or Specified Period Certificate, 3 days

before the starting date (if that day is a bank holiday, the bank business day immediately therebefore).

- (3) In case the Ship Owners fails to pay the Certificate fee on or before the due date as provided in the preceding paragraph in the situation that the Ship Owners have applied for an issuance of the Certificate at urgent basis in accordance with the provisos of Section 3(2), the Ship Owner shall pay an additional fee fixed by the Center until two days prior to the starting date of the validity period of the Certificate (if that day is a bank holiday, the bank business day, except Dec. 29 and 30, immediately therebefore).
- (4) The Ship Owners by writing to the Center may cancel the application for the issuance of the Certificate, provided however that the Ship Owners shall pay a cancellation fee of 10,000 yen if they canceled the application after the Center received the Certificate fee. In case the Ship Owner makes cancellation after the validity period of the Certificate started, the Center will not refund the Certificate fee.

[NOTES]

1. The Certificate fee is determined by the ship's size (gross tonnage) and type of the Certificate (Annual Certificate, Limited Annual Certificate, or Specified Period Certificate). Please see the Fee table: Certification of HNS Response Resource Deployment. The Ship Owners must remit the Certificate fee to the bank account designated by the Center. (Section 4(1)).
2. The payment of the fee shall be made by the remittance to the bank account designated by the Center. The payment shall not be deemed completed unless the whole amount of the Certificate fee is received in the said bank account even if the Ship Owners on their side have completed remittance. Even if the Ship Owners have completed it, the fee might not be transferred to the Center's bank account within a day, and in such case the payment is deemed not yet made. The provision here clarifies that the payment is deemed as completed by the Center's receipt of the whole amount at their bank rather than the Ship Owners' remittance. (Sections 4(1) and (2))
3. The deadline of the Certificate fee payment is the same date as the deadline of the application for the Certificate. (Section 4(2)) Please see several examples below to show the payment deadline and the starting date of the validity period. Bank holidays are underlined. Deadlines are bolded. The validity period start dates are bolded and underlined.)
 - ① Type of Certificate: Specified Period Certificate / Starting date of Validity: Tuesday
 - When Monday is a business day, payment deadline is Thursday of the previous

week (M. T. W. **Th.** F. Sa. Su. M. **T.**)

- When Monday is a bank holiday, payment deadline is Wednesday of the previous week (M. T. **W.** Th. F. Sa. Su. M. **T.**)
- When Friday is a bank holiday, payment deadline is Wednesday of the previous week (M. T. **W.** Th. F. Sa. Su. M. **T.**)
- When Thursday is a bank holiday, payment deadline is Wednesday of the previous week (M. T. **W.** Th. F. Sa. Su. M. **T.**)
- When Wednesday, Thursday and Friday are bank holidays, payment deadline is Monday of the previous week (M. T. **W.** Th. F. Sa. Su. M. **T.**)

② Type of Certificate: Specified Period Certificate / Starting date of Validity: Tuesday, Jan. 5

Payment deadline is December 25 due to the Center's holidays (12/29, 30), New Year's holidays (1/1, 1/2, 1/3) and the bank holidays (Sat. & Sun.). (12/27 and 1/3 are Sundays)

12/~~25~~, ~~26~~, ~~27~~, 28, ~~29~~, ~~30~~, ~~31~~, 1/1, 2, 3, 4, ~~5~~

③ Type of Certificate: Annual Certificate or Limited Period Certificate Starting on April 1

- When March 20 is a bank holiday, deadline is March 20
- When March 20 is Sunday, deadline is one prior business day, Friday, March 18
- When March 20 is Saturday, deadline is one prior business day, Friday, March 19

4. When the Certificate is applied at urgent basis as provided in Section 3(2), and the deadline for payment provided in Section 4(2) has passed, the Ship Owners is required to pay an additional fee as shown on the Fee table: Certification of HNS Response Resource Deployment. The additional fee shall be made by two days prior to the starting date (when the deadline falls on a bank holiday, it should be done by one business day prior to that date, excluding 12/29 and 30) (Section 4(3))
5. The Ship Owners at any time may cancel the application for the Certificate by sending a written notice to the Center. If the cancellation is made before the payment of the Certificate fee, no adjustment will be needed. If it is made after the payment, the Center will refund the Certificate fee after deducting the cancellation fee of ¥10,000, but if it is made after the period of the Certificate started, there will be no refund of the fee. (Section 4(4))
6. The Specified Period Certificate is valid for a period of 14 days or its multiple. Many

ocean-going ships would prefer to have this type of certificate. As their voyage schedule is often changed, they would request the Center to change (shorten or extend) the period of the Certificate. In such case, the Certificate should be cancelled and a new application should be made. When the ship's voyage or stay in the designated areas extends beyond the validity period, the Ship Owner shall obtain Specified Period Certificate (for a minimum of 14 days) for her additional stay or voyage.

Section 5 (Request for Emergency Response)

- (1) In case there occurs HNS spill from the Ship or a threat thereof and the Emergency Response to such incident shall be made in the designated areas as provided in Article 33-13 of the Regulation (hereinafter, the "Designated Areas"), the Ship Owners or the Master of the Ship (hereinafter, the "Ship Owners/Master") shall inform the Center of such incident immediately, and request the Center to take Emergency Response.
- (2) At the time of the Ship Owners/Master's notice in the preceding paragraph, the Ship Owners/Master shall inform the Center of a brief of the incident and other information necessary or beneficial for the Center's Emergency Response.

[NOTES]

1. "Emergency Response" means, as provided in Section 1, actions taken by the Center against HNS spill or a threat thereof from the Ship within the Designated Areas, including initial pollution prevention and control operations, fire fighting operations to extinguish and control the fire, immediately after the arrival (approx. within 2 hours) at the incident site (Section 5(1)).
2. The Ship, such as HNS tankers, may not retain crew members on board enough to respond to HNS incident. The Ship Owners or the Master can contact the Center immediately to request for Emergency Response to an HNS incident or a threat thereof. The Ship Owners and the Master shall give the Center information so that the Center may be able to take appropriate emergency response action (Section 5(2)).

Section 6 (Implementation of Emergency Response)

- (1) In the event that the Emergency Response is requested as provided in the preceding section, the Center shall collect necessary information from the Ship Owners/Master and the relevant parties to determine the most appropriate response action. In response to the Center's request, the Ship Owners/Master and the other relevant parties shall provide the Center with

the information they have.

- (2) The Center shall take appropriate Emergency Response actions, including but not limited to dispatching a ship, investigation and assessment of HNS spill situations, vaporization, control and cleanup of HNS by the ways such as spraying water, spraying chemical dispersant and other HNS prevention and cleanup operation, fire fighting to extinguish and control fire, give warning of HNS incident to third parties and the public, and the other appropriate measures of Emergency Response.
- (3) The Center shall advise the Ship Owners of its Emergency Response plan immediately as it determined.
- (4) The Emergency Response shall be taken by the Center or a disaster response contractor with whom the Center has concluded a contract in advance for the Emergency Response operations (hereinafter, the "Disaster Response Contractor"). The action taken by the Disaster Response Contractor shall be deemed as taken by the Center.
- (5) The Center shall conduct the Emergency Response in good faith and with utmost care.
- (6) The Emergency Response by the Center shall not be continued more than 24 hours after its start.
- (7) In the event that the Center finds that its Emergency Response alone is not enough to cope with the situation, the Center shall notify it of the Ship Owners/Master immediately. The Ship Owners/Master shall discuss with the Center and the relevant parties with regard to the operations under paragraph 2 of Article 42-25 of the Law and other necessary measures, in order to take appropriate response actions.
- (8) Upon the completion of the Emergency Response, the Center shall submit to the Ship Owners a report for the details of its Emergency Response.

[NOTES]

1. The Center will collect relevant information from the Ship Owners/Masters and other people to set up an appropriate emergency response plan. The Center will take actions such as (Sections 6(1) and (2)):
 - Investigation and assessment of HNS spill situation in the incident area by measures such as detecting gas.
 - Spray water to facilitate HNS evaporation, and spray chemical dispersant to clean up HNS spills.
 - Control and clean up of HNS by gel bubbles.
 - Prevention of fire, extinguishing and/or controlling fire in the initial stage.

- Warning at the incident site to third parties and the public.
2. The Center may not have full information about HNS tanker involved in the incident. The Ship Owners/Master are requested to give the Center detailed information, such as type and quantity of HNS on board, and telephone numbers and other contact details of the relevant parties such as cargo owners/shippers/manufacturers, when the Ship Owners/Master are requesting Emergency Response (2nd sentence of Section 6(1)).
 3. Upon having the Ship Owners/Master's request, the Center will instruct the nearest Disaster Response Contractor to dispatch 1 to 2 ships immediately to the incident site, and they will pursue the whole or a part of the response action as mentioned in the above paragraph 1. The Disaster Response Contractor will pursue Emergency Response for the Center. Staff of the Center will also rush to the site. (Sections 6(2) and (4))
 4. The Center should make every effort to keep close communications with the Ship Owners/Master by informing the details of Emergency Response before and during the operation. The Center shall report the details of Emergency Response when completed. (Sections 6(3) and (8))
 5. The Center would conduct Emergency Response operation for 24 hours at the maximum, during which the Center will conduct the response measures in collaboration with the Disaster Response Contractors as best as they can. In the event, however, that the Center finds that their initial emergency response measures are or would not be enough to cope with the incident, the Center will coordinate with the parties involved further actions including Para-2 Operation (Sections 6(5) and(8)). In such case, the Center will advise it of the Ship Owners and consult with them whether they would continue or end Emergency Response then taken and start Para-2 Operation (Section 6(8)).

Section 7 (Cost of Emergency Response)

- (1) The Ship Owners shall pay the cost for the Emergency Response in accordance with this Section.
- (2) The Center shall charge the Ship Owners the following cost and fees:
 - (i) Costs and fees of the Disaster Response Contractor for Emergency Response
 - (ii) Costs for the vessels, materials and equipment owned by the Center and used for Emergency Response
 - (iii) Administrative cost of the Center for Emergency Response

- (iv) Any other costs for Emergency Response, which are separately agreed between the Ship Owners and the Center.
- (3) Costs described in the preceding paragraph shall be discussed between the Ship Owners and the Center. With regard to the materials used for Emergency Response such as chemicals, payment can be made by supply of such materials, if the both parties agree to such way of payment.
- (4) The Center shall not charge the Ship Owners or a third party for any other remuneration or expense such as salvage fee, whatever its name may be, unless this Section provides otherwise.
- (5) The Ship Owners shall make payment of the cost charged by the Center in a prompt manner. In the event that the payment is not made within 3 months of the invoice date, the interest thereon shall be added, calculated by the interest rate in accordance with the Notice to Pronounce Default Interest Rate against Late Payment in Government Contract (the Notice of the Ministry of Finance No. 991, dated December 12, 1949)

[NOTES]

1. The amount to be charged shall be determined, taking account of various factors, such as the emergency response capability and salary schemes of employees of the contractors. The parties shall discuss each other and agree to the amount to be charged, also taking account of the cases in the past (Section 7(3)).
2. The scope and items of the costs to be charged are the same as for the Center's operation to prevent oil spills and clean up oil pollution in the past, in which the Ship Owners could provide with chemicals and other materials instead of monetary payment. The Emergency Response will be made with respect to the ships in disaster, and thus, we made it clear that the Center would not charge salvage fee or other remuneration of similar nature (Sections 7(2) and (4)).
3. The Center will issue the invoice to request the payment upon having agreement with relevant parties, and thus the Ship Owners would not have any hesitation to make a quick payment. In case of failure, the Ship Owners shall add in their payment default interest to be accrued from 3 months after the invoice. The rate of default interest shall be fixed by the Ministry of Finance Notice for the government contracts, which will be reviewed and determined every year (Section 7(5)).

Section 8 (Liability for Damage)

The Center shall conduct the operations provided in this Contract with due care. The Center shall be liable for the loss and damage only if any action of the Center with its intention or gross negligence caused such loss or damage.

[NOTES]

1. Section 6(5) provides for the Center's duties to pursue the Emergency Response with good faith and its utmost care, and the first sentence of Section 8 here provides for the Center's duties in general under this Contract to perform with its due care.
2. Section 6(4) says, all actions made by the Disaster Response Contractor, who has entered into a contract with the Center beforehand in order to pursue Emergency Response, shall be deemed as those made by the Center. Thus, if the Disaster Response Contractor commits gross negligence, the Center shall be deemed as having committed the same.
3. The Center will assume liability only for the loss and damage caused by actions made by the Center and the Disaster Response Contractor with gross negligence. The third party who suffered loss/damage would claim against the Ship Owners, and the Ship Owners would not seek indemnity for their payment from the Center in case the Center or the Disaster Response Contractor was not at the gross negligence.

Section 9 (Termination)

If any of the following events occur to the Ship Owners, the Center may terminate this Contract or may suspend the whole or any part of its performance under this Contract. In such case, the Center will not refund the fees paid, and if the Center suffers any damage or loss, the Ship Owners shall indemnify the Center for such damage or loss.

- (1) If there is any breach of this Contract.
- (2) If the court commences the procedure for bankruptcy, reorganization, liquidation, settlement, rehabilitation (*Hasan, Kaisha-Kosei, Kaisha-Seiri, Tokubetsu-Seisan, Minji-Saisei*) as to the Ship Owners, or the Ship Owners are suspended from deals at Security Clearing House (*Tegata Torihiki Teishi*), or the Ship Owners stop or suspend its business or is dissolved, or in case the Ship Owners are foreign nationals or corporation, if there arises the procedure corresponding to any of the above.
- (3) If the Ship Owners receive attachment or other enforcement procedures against non-payment of tax or any other duties.

(4) If the Center finds that the Ship is not insured by appropriate hull & machinery or protection & indemnity policy.

[NOTES]

1. This Section relates to Article 651 of the Civil Code, providing that the Contract of Consignment may be terminated at any time by either party.
2. Under this contract, the Center will, in addition to prepare and deploy the materials, equipment and experts, take Emergency Response to HNS incident. If it is found that the Ship Owners do not have sufficient financial background, the Center may terminate the Contract or may suspend its performance. This Section has made this clear. Especially, enormous amount of cost could be incurred for actions to respond to maritime disaster, and thus the Contract demands the Ship Owners to keep appropriate H&M and P&I policies and their coverage.

Section 10 (Dispute Resolution)

- (1) This Contract shall be governed by the laws of Japan, and any and all disputes in connection therewith shall be discussed between the parties with sincerity.
- (2) Any and all dispute arising out of this Contract shall be exclusively referred to the Yokohama District Court.

[NOTES]

1. This Section has made it clear that Japanese law is governing law. This Contract does not refer to arbitration, but it would not disturb the parties' agreement later to refer to the arbitration by the Japan Shipping Exchange to solve the dispute smoothly.
2. In case any dispute arises Section 10-1 requests the parties discussions with sincerity to aim in principle a solution without legal steps, but in case such attempts fails, Yokohama District Court has the exclusive jurisdiction over such dispute.

Section 11 (Supplementary Provision)

This Contract shall come into force as of April 1, 2009

Date: April 1, 2009

President Toshinao Kurihara

Maritime Disaster Prevention Center

Minato Mirai 3-3-1, Nishi-ku,

Yokohama, Kanagawa-pref., Japan

[NOTES]

On July 31, 2007, this article was approved in the specialized committee of the discharge oil prevention which I held according to notification.

(Maritime Disaster Prevention Center's Notification about the establishment of the committee specialized in discharge oil prevention 20 of February 1, 2004)

Chiba base, Kawasaki base were added to this newly on April 1, 2009.

(Re: Section 2) Table of the base

Table of “Maritime Disaster Prevention Center’s base for materials and equipment”

Maritime Disaster Prevention Center shall prepare and deploy the materials and equipment, and secure experts to the following bases.

NAME OF DEPOT PLACE	NAME OF BASE	SUBJECT OF SEA AREA
CHIBA CITY (ICHIHARA), CHIBA PREFECTURE	CHIBA BASE	TOKYO - BAY
KAWASAKI CITY, KANAGAWA PREFECTURE	KAWASAKI BASE	TOKYO - BAY
YOKOSUKA CITY, KANAGAWA PREFECTURE	YOKOSUKA BASE	TOKYO - BAY
YOKKAICHI CITY, MIE PREFECTURE	YOKKAICHI BASE	ISE - BAY
WAKAYAMA CITY, WAKAYAMA PREFECTURE	WAKAYAMA BASE	OSAKA - BAY AND EASTERN PART OF SETONAIKAI
SAKAI CITY, OSAKA PREFECTURE	OSAKA BASE	OSAKA - BAY AND EASTERN PART OF SETONAIKAI
HIMEJI CITY, HYOGO PREFECTURE	HIMEJI BASE	OSAKA - BAY AND EASTERN PART OF SETONAIKAI
KURASHIKI CITY, OKAYAMA PREFECTURE	MIZUSHIMA BASE	CENTRAL PART OF SETONAIKAI
MATSUYAMA CITY, EHIME PREFECTURE	MATSUYAMA BASE	CENTRAL PART OF SETONAIKAI
SHUNAN CITY, YAMAGUCHI PREFECTURE	TOKUYAMA BASE	WESTERN PART OF SETONAIKAI
UBE CITY, YAMAGUCHI PREFECTURE	UBE BASE	WESTERN PART OF SETONAIKAI
KITAKYUSHU CITY, FUKUOKA PREFECTURE	SHIMONOSEKI BASE	WESTERN PART OF SETONAIKAI
OITA CITY, OITA PREFECTURE	OITA BASE	WESTERN PART OF SETONAIKAI