



Brazilian Naval Commission in Washington

5130 MacArthur Blvd., NW Washington, D.C. 20016-3316
Tel.: (202) 244-3950

Contract N° 70200/18-03/00

Brazilian Naval Commission in Washington

and

Schenker Inc.

**Supply of Domestic and International Freight Forwarder Service for the
Transportation and Insurance Coverage, Including Inland and Ocean Freight, of
20 Units of Amphibious Assault Vehicles (AAV),**

A handwritten signature in black ink, possibly reading "Schenker".

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Reference N° IFSB 04/2018

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Contract N° 70200/18-03/00

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Brazilian Naval Commission in Washington

5130 MacArthur Blvd., NW Washington, D.C. 20016-3316

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Contract entered between the Brazilian Naval Commission in Washington and Schenker, Inc., for the Supply of Domestic and International Freight Forwarder Services for the Transport of 20 units of Amphibious Assault Vehicles (AAV), including inland an ocean freight and insurance coverage.

This Contract was entered on this 14th day of June 2018, at the offices of the Brazilian Naval Commission in Washington, between the President of the Brazilian Naval Commission, Captain Décio Maia de Sales, holder of US Department of State PID N° 5000-9749, located at 5130 MacArthur Blvd, NW, Washington DC 20016, and Schenker, Inc., represented by Mr. Philippe Gilbert, Regional CEO Americas, holder of Passport No. 13AI48778 and Mr. Edward Fish, Regional Vice President – America's, Product Management, Projects / Oil & Gas / Government, holder of Passport n° 531096009, with offices at 44970 Falcon Place, Suite 300, Sterling VA 20166.

WHEREAS this Contract was preceded by the Invitation for Sealed Bid (IFSB) N° 04/2018, and fulfilled all legal requirements.

WHEREAS the legal instruments Rules for Administrative Agreements of the Brazilian Navy (SGM-102, Rev 3, item 13.10.1) and Ordinance n° 180/2001, modified by Ordinances 236/MB/2002, 258/MB/2003, 111/MB/2004, 159/MB/2013 and 626/MB/2014, approved by the Commander of the Navy granted authority to the President of the Brazilian Naval Commission in Washington DC, to sign this Contract on behalf of the Brazilian Navy within its area of jurisdiction.

WHEREAS in order to meet the payments of costs and expenses referred in this Contract, funds were allocated from the Brazilian Government Project C23205.

NOW THEREFORE, in consideration of the foregoing, the execution of this agreement by each of the parties hereto, and the full and faithful performance of the covenants, representations and warranties contained herein, it is agreed as follows:

CLAUSE 1 – TERMS DEFINITIONS

As used in this Contract, the following terms shall have the meanings given to them below:

- 1.1 "BNC" shall mean Brazilian Naval Commission in Washington, acting on behalf of the Commander of the Brazilian Navy;

- 1.2 "Seller" shall mean the company "Schenker, Inc." responsible for the Freight Forwarder Services of 20 units of Amphibious Assault Vehicles (AAV), including Inland, Ocean Freight Carrier Transportation and the Insurance Coverage;
- 1.3 "Transportation" shall mean the AAVs during the transportation cycle to be done by Seller, including possession of the AAV; and
- 1.4 "Centro de Distribuição e Operações Aduaneiras da Marinha" shall mean Brazilian Navy's Depot in Rio de Janeiro.

CLAUSE 2 – OBJECT OF THE CONTRACT AND GENERAL INSTRUCTIONS

2.1 OBJECT

The object of this Contract is the supply of Domestic and International Freight Forward Services for twenty (20) Amphibious Assault Vehicles (AAV) for the BNC, in Sepetiba Port. Seller will provide, in accordance with the provisions of this Contract, services, materials, workmanship, documentations, reports, notifications, including:

- 2.1.1 Inland and Ocean Freight Carrier Transportation, from "BAE System", York-PA, to Brazilian Navy's Depot in Sepetiba Port, Brazil; and
- 2.1.2 Insurance coverage for the 20 units of AAVs to be transported is Incoterm "CIF-Sepetiba, Brazil".

2.2 GENERAL INSTRUCTIONS

- 2.2.1 The AAV will be available for pick up at "BAE System", York-PA, and must be transported directly from "BAE System" to the port of embarkation (port of ship's departure). The vehicles will be able to be started and to be driven, in order to be loaded at the ship. The Seller must provide licensed drivers to load the AAV onto the ship.
- 2.2.2 The AAV will be transported by ocean freight from the USA to the final destination: Sepetiba Port – Brazil.
- 2.2.3 The AAV must remain in the same ship from the port of departure in the USA to the final destination port, Sepetiba Port - Brazil.
- 2.2.4 The route of the vessel designated for the service of this contract, must be restricted to the America Continent. Any deviation of course including countries from other continents will be deemed a breach of this agreement.
- 2.2.5 The Seller must be able pick up the vehicles at "BAE System" within seven (7) business days from the receipt of the "Notice of Availability" (NOA) to be provided by the BNC.
- 2.2.6 The Seller will be responsible for filling out the Automate Export System (AES) electronically as well as provide the Internal Transaction Number (ITN) prior the shipment's departure.
- 2.2.7 It is imperative that BNC will not be involved with the Seller's contractors (Inland, and Ocean Freight Carriers and Insurance Company). Seller must provide an Insurance Policy to indemnify any loss or damage occurred at any time of the transportation (clause 6). Seller is also responsible for the Inland and Ocean Freight Carriers and the Insurance Company to comply with all Clauses of this Contract regarding Representations, Warranties and Covenants; Assign and Subcontracting; Government Approval; Security and Confidentiality.
- Buyer will pay the service according to the Seller's Price Proposal (Appendix A).
- 2.2.8 The AAV are equipped with Halon 1301 (Fire Extinguishing Agent) and the Material Safety Data Sheet (MSDS) will be provided by "BAE System".
- 2.2.9 Consignee in Brazil: Marinha do Brasil
Centro de Distribuição e Operações Aduaneiras da Marinha
CNPJ: 00.394.502/0382.06
Av. Brasil, 10500 – Olaria
Rio de Janeiro, RJ, 21012 – Brasil
- 2.2.10 The Brazilian Navy's Depot in Rio de Janeiro, Centro de Distribuição e Operações Aduaneiras da Marinha, is responsible for Customs Clearance in Brazil, as well as for and any charges, taxes and fees that may occur when receiving goods purchased by BNC.

CLAUSE 3 – PRICE

- 3.1 The total price of this Contract is USD 682,613.00 as offered in the Schenker’s Price Proposal, (Appendix), in response to BNC BID 04/2018. The price in this Contract must remain the same until the completion of the Object.
- 3.2 The total price presented in the previous clause corresponds to the following values, separately:
The total price for inland and ocean transportation of 20 units of Amphibious Assault Vehicles AAV from “BAE System”York-PA to Sepetiba Port – Brazil is USD 583,683.00
The total insurance cost is USD 98,930.00.
- 3.3 All other costs and expenses incurred in the USA and Brazil (from BNC’s Suppliers to Sepetiba Port) must be included in the Price Proposal, with no exception.

CLAUSE 4 – INVOICE

- 4.1 Invoice issued by the Seller must conform strictly to this Contract and any amendment that might have occurred, and it Appendix. No variation from the contract whatsoever will be accepted in the invoice, unless previously agreed with BNC;
- 4.2 Invoice must be accompanied by valid documentation supporting all the charges in 1 (one) original.
- 4.3 The invoices shall be paid according to the Price Proposal without any adjustment or increase. The invoice is required to provide the following information:
 - a. contract number;
 - b. type of transportation (inland, ocean carrier);
 - c. volume, weight and value transported;
 - d. point of origin and final destination;
 - e. 100% of the total price quoted, according to the seller’s price proposal (Appendix);
 - f. insurance premium (110%) of total declared value of the goods transported, according to the item B of the seller’s price proposal (Appendix A) and shipping documents; and
 - g. total amount to be paid.

free

original

CLAUSE 5 - TERMS OF PAYMENT

Payment to Seller shall be made under Net-Thirty-Day modality, according to the following:

- 5.1 100% percent of the total price against 01 (one) original of the following documents:
 - a. invoice;
 - b. packing list provided by the suppliers;
 - c. Bill of Lading or other evidence of shipment satisfactory to BNC; and
 - d. Proof of payment of the ocean freight charges paid to the steamship line, who handled the ocean freight.
- 5.2 The BNC shall not pay for any shipment in advance.

original

AMM

CLAUSE 6 - INSURANCE

- 6.1 BNC will purchase insurance through Seller; Seller shall provide insurance coverage for all goods to be transported. Such insurance shall cover 110% of the Declared Value Transported, plus the correspondent Freight Charges, against “All Risks”, without any exception, from the point of origin to the destination point indicated by the BNC (Sepetiba Port – Brazil).
- 6.2 BNC shall be responsible for the payment of the Insurance Premium, according to the Seller’s Price Proposal (Appendix).

- 6.3 It is imperative to be understood that if, for any reason, damage or loss occurs during the transportation cycle performed by the Seller, while in its possession, BNC must be indemnified, without exceptions. In such cases, Seller will be responsible to solve the problem with the Carriers and the Insurance Company, without any involvement of BNC.
- 6.4 To insure all material purchased by the BNC. The Cargo Insurance must be according to the following:
- 6.4.1 Assured: Brazilian Naval Commission in Washington
5130 Mac Arthur Blvd. NW
Washington, D.C. 20016-3344
- 6.4.2 Limits of liability: 110% of value of goods, premium included, valuation included, with no deductible; shown on invoices, including all charges in the invoice and or advanced or guaranteed freight.
- 6.4.3 Type of Coverage: Against "ALL RISKS/ALL PERILS" including those caused by shipments "on deck" or "under deck" of vessels.
- 6.4.4 Insurance Coverage: Marine Open Cargo Insurance coverage 110% of the Declared Value of the AVV.
- 6.4.5 Terms of Insurance Coverage: Insurance coverage shall remain valid for the full length of the contract.
- 6.4.6 Agents and Surveyors: Agents or Surveyors of Insurance need to be indicated, in special in Rio de Janeiro, Brazil, to survey loss claimed by the consignee of a shipment.
- 6.4.7 Consignee in Brazil: Marinha do Brasil
Centro de Distribuição e Operações Aduaneiras da Marinha
CNPJ: 00.394.502/0382.06
Av. Brasil, 10500 – Olaria
Rio de Janeiro, RJ, 21012 – Brasil

CLAUSE 7 – REPRESENTATIONS, WARRANTIES AND COVENANTS

- 7.1 Seller hereby represents and warrants to the BNC as follows:
- 7.1.1 It is a corporation duly organized, validly existing, and it is in good standing under the laws of the State of Virginia;
- 7.1.2 Full corporate power and authority to make this Contract and to carry out the transactions and services contemplated hereby, and will not violate any provision of the Certificate of the Incorporation or its Bylaws;
- 7.1.3 Within the 10 years preceding the Effective Date of Contract (EDC) Seller has made no filing for bankruptcy or insolvency in any State under State Law, or in any Federal Court under Chapters 7 or 11 of the U.S. Bankruptcy Code, as amended, and the Seller does not contemplate making such filing;
- 7.1.4 No facility intended to be used for this contract purpose is listed on the Environmental Protection Agency List of Violating Facilities.
- 7.2 Seller hereby covenants with BNC that:
- 7.2.1 The services provided will strictly comply with all contractual requirements. The Seller will remain ultimately and completely liable for the full performance of the services as set forth in this Contract and all Appendices hereto;
- 7.2.2 Seller assumes complete and exclusive responsibility and liability for any violation of applicable International, US Federal, State, County and local laws and regulations;
- 7.2.3 - Hereby agrees to indemnify, hold harmless and protect the BNC from, including without limitation, costs, expenses, attorneys' fees for or by reason of any actual or alleged violation of International, US

Federal, State, County or local laws and regulations by the Freight Forwarder or any of its subcontractors, agents, or contracted carriers in performance of this Contract. In case of violations caused by vendors/supplier of the material purchased by BNC, the seller will not be penalized;

7.2.4 - Seller warrants that to the best of his knowledge, none of the management personnel or any of its employees have ever been found guilty or pled guilty for violation of any of the provisions of the following U.S. Statutes and related rules and regulations:

- The Truth in Negotiations Act;
- The False Claims Act;
- The Foreign Corrupt Practices Act;
- The Anti-Kickback Act; and
- Any other U.S. law, regulation or rule

CLAUSE 8 - ASSIGNMENT AND SUBCONTRACTING

8.1 Should the service be provide by Seller's subcontractors, agents or contracted carriers, it is hereby declared and agreed by the parties, that Seller shall be the only responsible for the performance of all of Seller's undertakings hereunder, whether performed by Seller itself and/or by its subcontractors, agents or contracted carriers;

8.2 Seller must assure that:

- a. Subcontractors shall possess all the human and material resources to subsidize the services under the same quality provided by Seller;
- b. It is not permitted for Subcontractors to assign services to persons not legally employed by Subcontractors; and
- c. Seller shall bear total responsibility (liability) for any occurrence (goods losses, damages, personnel or legal) by subcontractors/agent.

8.3 Seller shall have entire responsibility (liable) for subcontractor/agent's service performance.

CLAUSE 9 - PACKING AND SHIPMENT

9.1 Shipments of Hazardous Materials will be made in compliance with the current issue of the Code of Federal Regulations, Title 49. For all Hazardous/Restricted shipments, Seller will confirm or obtain a Hazardous Cargo Certificate from a Certified Hazardous Packing Company;

9.2 For Non-Hazardous Material, Seller will confirm the integrity of the packaging and its content upon receipt from a Carrier.

CLAUSE 10 - SUPERVISION

The supervision of this contract will be performed by BNC - Shipping Division's employee. Seller agrees to follow all of their instructions, such as:

- a. Request, without further explanation, the Seller to remove an employee(s), a representative(s) or subcontractor who might be inhibiting the supervision of the services or not performing the duties and obligations herein this contract;
- b. Request that any service not being performed according to the conditions established herein be ceased immediately;
- c. The Supervisor will report to Head of BNC - Shipping Division any failure, negligence and omissions noted during his or her supervision and suggest a suitable corrective action; and
- d. As required by Brazilian Laws, Seller must grant access of its warehouse to authorized BNC's personnel, mainly on occasions when a container is being loaded or when verification of stored goods is scheduled.

CLAUSE 11 - EXCUSABLE DELAYS

- 11.1 Neither BNC nor Seller shall be liable for delays or be deemed to be in default in performing obligations under this Contract, when failures or delays are directly due to any of the following circumstances considered *force majeure* and such circumstances are beyond the affected party's reasonable control and could not be avoided by exercising due care: (a) any war, riot, insurrection or other civil commotion, (b) any strike, lockout or other labor dispute, (c) any fire, flood or other act of God, (d) any labor, material, transportation or utility shortage or curtailment, or (e) any governmental order, decree or regulation, or (f) any other similar circumstances. Nothing in this Clause 12 shall restrict or impair the right of either Buyer or Seller to terminate this Contract on other grounds or to exercise any other right or remedy based on any breach or other circumstances that are not excused by this Article;
- 11.2 The Seller shall notify the BNC of such failure or delay by a written notification, within 24 (twenty-four) hours from the date of actual occurrence of force majeure circumstance set forth herein;
- 11.3 When such written notification provided has been delivered to BNC, the latest date for delivery of the service shall be extended until force majeure circumstance has ceased. However, if such force majeure circumstance continues for more than 30 (thirty) days, the remainder portion of this Contract to be performed by the Seller may be terminated at the option of the BNC, by giving notice to the Seller. In the event of such termination by the BNC, the Seller shall not make any claim for compensation against the BNC with respect to such termination.

CLAUSE 12 - GOVERNING LAW

This contract will be governed by the laws of the District of Columbia. Any controversy or claim arising out of or relating to this Contract shall be determined in accordance with the laws of the District of Columbia, and BNC and Seller shall be subject to the jurisdiction of the federal courts sitting in the District of Columbia and waive the right to assert lack of personal jurisdiction in any legal proceeding.

CLAUSE 13 - ARBITRATION

- 13.1 If the parties are unable to settle disputes arising out of or relating to this Contract amicably, any controversy or claim arising out of or relating to this Contract shall be determined by arbitration in accordance with the International Arbitration Rules of the American Arbitration Association;
- 13.2 The place of arbitration shall be Washington, D.C., the number of arbitrators shall be three and the award of the arbitrators shall be final and binding on the parties. Each party shall select one arbitrator within 30 days after the commencement of the arbitration and the two arbitrators shall select a third. If either party fails to select an arbitrator within such period, the arbitrator selected by the other party shall be the sole arbitrator. If the two arbitrators do not agree on the selection of a third arbitrator within 45 days after the commencement of the arbitration, the American Arbitration Association shall select the third arbitrator;
- 13.3 The arbitration and documentation resulting from the dispute shall be conducted in the English language;
- 13.4 The arbitration award shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrators. The award shall be payable in U.S. Dollars net of any tax, deduction or offset. Any costs, fees, and expenses incurred in connection with enforcing the award shall be charged against the party resisting such enforcement.

CLAUSE 14 - LIABILITY FOR NEGLIGENCE

- 14.1 Seller shall be liable for death or personal injury, and loss of or damages to property caused by its negligence;
- 14.2 BNC shall be liable for death or personal injury, and loss of or damages to property caused by its negligence; and
- 14.3 The Seller is fully responsible for any accidents involving properties as well as human beings, caused by direct or indirect action or omission of its employees and/or its sub-contractors acting on its behalf. At BNC's decision, Seller may be obligated to reimburse, to replace or to repair any damages due to its staff performance.

CLAUSE 15 – DEFAULT

In the event of material breach by either party of any obligations under this Contract, or in the case of the Seller's non-delivery of conforming Service in accordance herewith, the aggrieved party may, but it is not required, terminate this Contract for default in whole or in part, and seek the remedies as set forth below;

- 15.1 BNC may terminate this Contract, completely or in part, for Seller's default by written notice to Seller. If BNC terminates this Contract in part, Seller shall continue performance of this Contract to the extent not terminated; and
- 15.2 In the event of termination for Seller's default, BNC shall have all remedies provided in this Contract and all rights and remedies available under applicable law. The rights and remedies of BNC under this Contract are cumulative with, and in addition to, all other rights and remedies available under applicable law.

CLAUSE 16 – TERMINATION

In addition to the provisions of Default Clause, BNC may terminate this Contract by written notice addressed to Seller, if:

- a. Seller fails to comply with any contractual obligations and does not show interest in remedying the situation within a period required by the BNC.
- b. Seller performs unsatisfactory work endangering the Object and conflicting with the terms of this Contract;
- c. Seller becomes insolvent, undergoes voluntary or compulsory liquidation, except for the purpose of consolidation or merger;
- d. Seller transfers or assigns its rights and obligations under this Contract, without the previous written consent from the BNC; and
- e. BNC may terminate the contract upon its sole discretion, without any explanation, when convenient to its interest.

CLAUSE 17 – TERMINATION FOR CONVENIENCE

- 17.1 The Seller's performance of work under this Contract may be unilaterally terminated completely or in part by the BNC, in accordance with this Clause 18, if one or more of the following occurs:
 - a. Unjustifiable interruption of the services without a previous note to the BNC;
 - b. Declaration of bankruptcy, filing for protection under Chapter 11 of the US Bankruptcy Code, or involuntary petition of insolvency and/or breakup of the corporation or partnership; and
 - c. The BNC is extinct or joins the other Brazilian Military Organizations as part of the Ministry of Defense.
- 17.2 After receipt of a Notice of Termination, and except as otherwise directed by the BNC, the Seller will:
 - a. Stop work under the Contract on the date specified in the Notice of Termination;
 - b. Place no further orders, subcontracts or contracts for freight to the extent that they relate to the performance of work terminated by the Notice of Termination;

- c. Terminate all orders, agency agreements, subcontracts, and contracts for freight to the extent that they relate to the performance of work terminated by the Notice of Termination;
 - d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the BNC; and
 - e. Take such action as may be necessary or as the BNC may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Seller or its agents or its contracted carriers and in which the BNC has or may acquire an interest.
- 17.3 The Seller's performance of the service under this Contract may be unilaterally terminated in whole or in part by the Seller, in accordance with this Clause 18, if the US Government imposes regulations that the Seller is required to follow and that the BNC does not agree to.
- 17.4 For any of the events in which results the contract termination, Seller will have the obligation to:
- a. Extend all the terms, conditions and obligations effective and current on the contract expiration date for a 60-day period. During this extended period the BNC will arrange the removal of all items that may still be under Seller's care;
 - b. Receive without additional costs any shipment delivered at Seller's warehouse in which the BNC is the consignee. Afterwards, notify the receipt of such shipments so that the BNC can properly handle and direct it; and
 - c. Any pending matters awaiting conclusion resulting from the expiration of the contract (insurance, documentation) shall be settled within sixty (60) days from contract expiration date or from the last contract extended period.

CLAUSE 18 - EFFECTIVE DATE

- 18.1 This Agreement shall be effective and enforceable upon signature by both parties as of **June 14 of 2018** and shall remain in effect for a one-year period, ending on **June 13 of 2019**.
- 18.2 This Contract shall remain into force until all obligations therein are satisfactorily fulfilled. BNC shall provide written notification to Seller, when all obligation have been fulfilled.

CLAUSE 19 – AMENDMENT

- 19.1 This Contract shall be changed only by means of written Amendment to this Contract dated and signed by the Seller and the BNC; and
- 19.2 Under no circumstances shall oral statements and understandings be valid or binding upon either BNC or Seller. No waiver by BNC or any breach of this Contract or the granting of an extension of time performance hereunder shall be deemed to be a waiver of any other or subsequent breach.

CLAUSE 20 – GOVERNMENT APPROVALS

BNC's obligations hereunder are conditioned upon Seller's obtaining all necessary approvals in connection herewith from the United States Government or any other foreign government where BNC acquire any interest, including, but not limited to, approval for:

- a. The disclosure to BNC of all technical data related to Seller's performance of the Contract;
- b. The disclosure to BNC of all records to which BNC is entitled to have access under this Contract;
- c. The performance of the Services required hereunder; and
- d. For the transmission to BNC of all other data and information and for the travel of individuals required by this Contract. BNC will, if requested by Seller, cooperate with Seller in obtaining such approvals.

CLAUSE 21 – SECURITY AND CONFIDENTIALITY

- 21.1 Seller agrees that this Contract and the performance hereof will be kept confidential, in accordance with the U.S. D.O.D. 5220.22-M Regulations (Industrial Security Manual for Safeguarding Classified Information), relating to access to Foreign Classified Information;
- 21.2 No publicity, as to BNC's identity or other information concerning this Contract, will be released by Seller or its subcontractors, suppliers, or vendors without the prior written consent of the BNC;
- 21.3 Seller will perform its activities hereunder in controlled and segregated areas, which will be separated from other areas and will prevent entry and access of unauthorized personnel, to the extent that such activities involve data, documentation or equipment classified. Only personnel with U.S. Government security clearance and who are to perform services under this Contract will have access to the aforesaid controlled areas;
- 21.4 Seller agrees to insert security provisions in all subcontracts, agency agreements, and freight contracts awarded hereunder (domestic and foreign);
- 21.5 BNC will certify the security clearance of BNC personnel to Seller's security office prior to their arriving at Seller's facilities. BNC personnel will be subject to Seller's and U.S. Government security requirements;
- 21.6 Notwithstanding any provisions in this Contract to the contrary, in no event will BNC deny Seller consent to disclose information relating to this Contract to U.S. Government, if such disclosure is required by U.S. Laws;
- 21.7 The information contained in reports, drawings, documents or other records that BNC provides to Seller in connection with this Contract (Information), to the extent that the Information is not in the public domain, shall not be disclosed by Seller to others, except to subcontractors, agents, and contracted carriers, if necessary for the completion of performance of this Contract, in which event the subcontractor, agent or contracted carrier shall have the same obligation of nondisclosure and shall be informed of such obligation by the Seller and shall agree, before receiving the Information, to fulfill such obligation of nondisclosure;
- 21.8 Upon completion or termination of performance of this Contract, the Seller (and any subcontractors) will, if requested by BNC, return all copies of the Information to BNC no later than thirty (30) days, after the effective date of such completion or termination. Any Information provided by BNC to the Seller and retained by the Seller will remain subject to the foregoing restrictions on use, reproduction and disclosure.

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CLAUSE 22 – NOTICES

All required notices or permits to be given hereunder shall be in writing and in English, and shall be deemed to be properly given if delivered personally or sent by United States certified or registered mail addressed, or faxed to Seller or Buyer, as the case may be, to the address set forth below. The effective time of notice shall be upon receipt.

B

Buyer: Brazilian Naval Commission in Washington
Att.: CDR. ROBERTO CARLOS LELLES
5130 MacArthur Blvd., N.W.
Washington, D.C. 20016
Tel: (202) 244-3950 option 9 X-330 Fax: (202) 237-6714


any

Seller: Shcenker, Inc.
Att.: James Murphy
44970 Falcon Place, Suite 300
Sterling, VA 20166
Tel.: 571 992 2935 mobile


CLAUSE 23 - COPIES

This Contract was issued in two original counterparts: one for the Buyer and one for the Seller. It is hereby agreed that both parties have accepted the provisions of this Contract, which was read, agreed, and signed by Captain Décio Maia de Sales, President of the Brazilian Naval Commission in Washington, representing the Brazilian Navy, and by Mr. Philippe Gilbert, Regional CEO Americas, and witnessed by LCDR ANA Cristina Rodrigues Brites GARCIA, BNC representative and Mr. Edward Fish, Regional Vice President – America’s, Product Management, Projects / Oil & Gas / Government Regional CEO Americas of Schenker, Inc.

Washington, D.C., July 5, 2018.

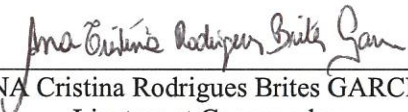


DÉCIO Maia de Sales
Captain, Brazilian Naval Commission
President




Philippe Gilbert
Regional CEO Americas

Witnesses:



ANA Cristina Rodrigues Brites GARCIA
Lieutenant Commander
Head of Contracts Division



Edward Fish
America’s, Product Management, Projects / Oil &
Gas / Government Regional CEO Americas



