

**ADDENDUM TO CANADIAN VEHICLE CARRIER SERVICES CLASS ACTION
NATIONAL SETTLEMENT AGREEMENT**

Dated as of January 17, 2023

WHEREAS Ryan Todd Wonch, Margaret A. Wonch, Darren Ewert, and Option Consommateurs (collectively, the “**Plaintiffs**”) and Mitsui O.S.K. Lines, Ltd., Mitsui O.S.K. Bulk Shipping (U.S.A.), Inc., and Nissan Motor Car Carrier Co., Ltd. (collectively, the “**Settling Defendants**”) entered into a Canadian Vehicle Carrier Services Class Action National Settlement Agreement dated September 7, 2022 (the “**Settlement Agreement**”);

AND WHEREAS the Plaintiffs and the Settling Defendants have agreed to amend the Settlement Agreement on the terms set out in this Addendum to Canadian Vehicle Carrier Services Class Action National Settlement Agreement (this “**Addendum**”);

AND WHEREAS World Logistics Service (USA) Inc. (“**World Logistics**”) is an affiliate of Nissan Motor Car Carrier Co., Ltd.;

AND WHEREAS World Logistics has agreed to this Addendum;

NOW THEREFORE in consideration of the terms contained herein, including the mutual assumption of obligations by and in respect of World Logistics, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties mutually agree as follows:

The Settlement Agreement is hereby amended as follows:

1. World Logistics is added as a party to the Settlement Agreement;
2. The definition of “Settling Defendants” under the Settlement Agreement, including under section 1(52) of the Settlement Agreement, is amended to additionally include World Logistics; and
3. Without restricting the generality of the foregoing, and for greater certainty, the definition of “Releasees” under section 1(44) of the Settlement Agreement includes World Logistics as one of the Settling Defendants, and World Logistics is subject to the cooperation obligations of the Settling Defendants under section 4 of the Settlement Agreement.

Except as expressly provided otherwise in this Addendum, all references in the Settlement Agreement to “this Settlement Agreement” or like expressions shall be deemed to be references to the Settlement Agreement as amended by this Addendum. All terms and conditions of the Settlement Agreement shall be and remain in full force and effect, except as expressly provided for in this Addendum.

This Addendum shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario. However, for matters relating specifically to the BC Action or the Quebec Action, the BC Court or Quebec Court (as those terms are defined in the Settlement Agreement), as applicable, shall apply the law of its own jurisdiction and the laws of Canada applicable therein.


This Addendum may be executed in counterparts, all of which taken together will be deemed to constitute one and the same agreement, and a facsimile or PDF signature shall be deemed an original signature for purposes of executing this Addendum.

The parties have executed this Amendment by their duly authorized representatives:

Ryan Todd Wonch and Margaret A. Wonch, by their counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

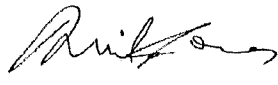
 on behalf of
Jonathan Foreman
by permission
Foreman & Company Professional
Corporation
Ontario Counsel

Darren Ewert, by his counsel

Name of Authorized Signatory: _____

Signature of Authorized Signatory: _____

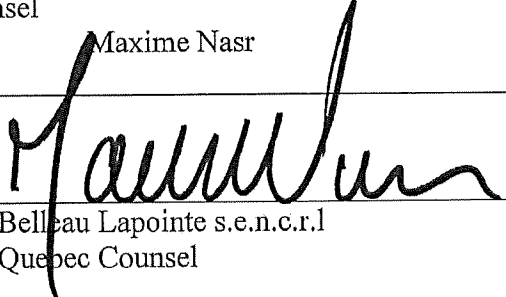
David Jones


Camp Fiorante Matthews Mogerma LLP
BC Counsel

Option consommateurs, by their counsel

Name of Authorized Signatory: _____

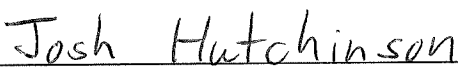
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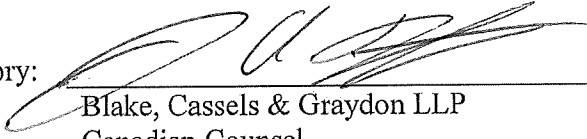
Maxime Nasr

Belleau Lapointe s.e.n.c.r.l
Quebec Counsel

**MITSUI O.S.K. LINES, LTD., MITSUI O.S.K. BULK SHIPPING (U.S.A.),
INC., NISSAN MOTOR CAR CARRIER CO., LTD., and WORLD
LOGISTICS (USA) INC.**, by their counsel

Name of Authorized Signatory _____

Signature of Authorized Signatory: _____




Blake, Cassels & Graydon LLP
Canadian Counsel