

~~Lauritzen NYKLC/Kyokuyo Discussion Agreement~~
FMC No.: 203-011392-003 (2nd Edition)

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FEDERAL MARITIME COMM

NAME: LAURITZEN NYKLC/KYOKUYO DISCUSSION AGREEMENT

FMC NO.: 203-011392-003 (2nd Edition)

CLASSIFICATION: COOPERATIVE WORKING AGREEMENT

EXPIRATION DATE: NONE

ORIGINAL EFFECTIVE DATE: December 14, 1992

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the ~~Lauritzen~~ NYKLC/Kyokuyo Discussion Agreement.

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to promote the services and efficiency of the parties in mutually served trades.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (a) NYKLauritzenCool AB (“NYKLC Lauritzen”)
Berga backe 2 Svaerdaejen 7
S-182 85 S-518-285
Danderyd, Sweden
- (b) Kyokuyo Shipping Co., Ltd.
5F Nittochi Nihonbashi Building
2-3-6 Nihonbashi
Chuo-Ku, Tokyo 103
Japan

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The Agreement covers the trades, direct or via transshipment, to (a) all ports in the United States (including Hawaii and Alaska and all United States possessions and territories), and all interior and coastal points which can be served via those ports from (b) all ports in New Zealand, and all New Zealand interior and coastal points which can be served via those ports and all intermediate ports in the South Pacific Islands, including Cook Islands, Fiji, New Caledonia, Vanuatu, Samoa Islands (excluding American Samoa), Solomon Islands, Society Islands, Tonga, Kiribati, Tuvalu, and Papua, New Guinea.

ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1 Under this Agreement, the parties are authorized, but not required, to discuss and to agree upon uniform or differential transportation rates, charges, classifications, rules, and practices relating to the trades covered by this Agreement. The parties are not authorized to publish a common tariff, and have no obligation to adhere, other than voluntarily, to any agreement reached under the authority of this Article 5.1.

5.2 The parties are authorized, but not required, to discuss and agree upon the rates, charges, classifications, rules, practices and conditions to be offered in their respective service contracts in the trades covered by the Agreement. Any agreement on service contract matters is voluntary, and nothing in this Agreement shall operate to prevent either party from offering service contracts on whatever terms and conditions it chooses.

5.3 The parties may consult and agree upon their respective vessels' sailing schedules, service frequency, ports to be served by each, and port rotations.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATINS OF AUTHORITY

The following individuals have the authority to file this Agreement and any modification to this Agreement, as well as the authority to delegate same:

On behalf of NYKLC Lauritzen:

Mr. Mats Jansson Lars Rutberg
NYKLauritzenCool AB
Berga backe 2 Svaerdaejen-7
S-182 85 S-518-285
Danderyd, Sweden

On behalf of Kyokuyo Shipping Co.:

Mr. K. Ishida
President
Kyokuyo Shipping Co., Ltd.
5F Nittochi Nihonbashi Building
2-3-6 Nihonbashi
Chuo-Ku, Tokyo 103
Japan

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

- (a) Membership: Membership is limited to the original parties to this Agreement.
- (b) Withdrawal: Either party may withdraw from this Agreement at any time. The

FMC shall be promptly notified of any withdrawal.

ARTICLE 8: VOTING

There is no voting under this Agreement. Any consensus or agreement reached by the parties shall be a matter of voluntary adherence by those parties choosing to so agree. The parties shall, however, promptly notify each other of any decision by either party that it no longer intends to adhere to any agreement or consensus previously reached under this Agreement.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall continue in effect indefinitely, and either party may terminate its participation in the Agreement at any time. The Federal Maritime Commission shall be promptly notified of any such termination.

IN WITNESS WHEREOF, the undersigned have executed this amendment this 15th day of September, 2005.

NYKL AURITZENCOOL AB

KYOKUYO SHIPPING CO., LTD.

By: _____

By: _____

Name: Mats Jansson

Name:

Title: President

Title: