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NAME: K-LINE/NYK ATLANTIC SPACE CHARTER
AGREEMENT

FMC NO: 012024

CLASSIFICATION: SPACE CHARTER AGREEMENT

EXPIRATION DATE: March 31, 2009

This Agreement has not been published previously.



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1. Name of the Agreement.

The name of this agreement shall be the K-LINE/NYK Atlantic Space Charter Agreement (the "Agreement").

2. Purpose of the Agreement.

The purpose of this Agreement is to authorize K-LINE to charter space to NYK on the former's vessels in the trade defined in Article 4 of this Agreement and to authorize the parties to reach agreement on issues relating to such chartering.

3. Parties to the Agreement.

The parties to this Agreement are:

- (1) Kawasaki Kisen Kaisha ("K-LINE")
Hibiya Central Building
2-9, Nishi-Shinbashi 1-Chome
Minato-ku, Tokyo 105
Japan
- (2) Nippon Yusen Kaisha ("NYK")
3-2, Marunouchi 2-Chome
Chiyoda-ku
Tokyo 100-91
Japan

4. Geographic Scope of the Agreement.

This Agreement applies to cargoes suitable for carriage in roll-on roll-off vessels from Baltimore, MD and other U.S. Atlantic Coast ports to Bremerhaven, Germany and other ports in continental Europe (hereafter the "Trade").

5. Agreement Authority.

5.1 K-LINE is authorized to charter to NYK, and NYK is authorized to purchase from K-LINE, space on each weekly sailing of K-LINE's ro/ro vessels in the Trade. There is no guaranteed volume of cargo which NYK shall provide to K-LINE and no guaranteed amount of space which K-LINE shall provide to NYK; provided, however, that K-LINE will use its best efforts to provide NYK with weekly sailings and with space for a minimum of 400 RTs per month.

5.2 Compensation for space chartered pursuant to this Agreement shall be upon such terms and at such hire as the parties may from time to time agree. Billing and payment terms and conditions shall also be agreed between the parties from time to time. The parties are authorized to discuss and agree on booking and documentation issues and procedures.

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5.3 The parties are authorized to discuss and agree on the use of terminal facilities or agreements, stevedoring services, survey services, and other related ocean and shoreside services and supplies, in the United States and elsewhere, all upon such terms and conditions as the parties may from time to time agree; provided, however, that nothing herein shall authorize the parties to jointly operate a marine terminal in the United States.

5.4 The parties are authorized to discuss and agree upon operational and administrative matters including, but not limited to, recordkeeping, general average, war risk, responsibility for loss or damage, insurance, claims and settlement procedures, and indemnification.

5.5 Pursuant to 46 C.F.R. §535.408, any further agreements contemplated by this Agreement which do not relate to routine operational or administrative matters and which are required to be filed shall not be implemented until an appropriate amendment to this Agreement has been filed and become effective.

6. Officials of the Agreement and Delegations of Authority.

Authority to file this Agreement and any modification of this Agreement is delegated to:

- (a) any authorized officer or official of each party;
- (b) legal counsel for each party.

7. Voting.

All decisions hereunder shall be by mutual agreement of the parties.

8. Duration and Termination of the Agreement.

This Agreement shall take effect as soon as it becomes effective under applicable provisions of the Shipping Act of 1984, as amended, and shall remain in effect until terminated by mutual agreement of the parties or March 31, 2009, whichever comes first. Either one of the parties may resign by providing the other party with not less than six (6) months prior written notice of resignation.

9. Applicable Law and Arbitration.

This Agreement shall be governed by and interpreted in accordance with the law of England then in force. Any dispute or claim which may arise under this Agreement which cannot be amicably settled by the parties shall be settled by arbitration in London in accordance with the laws of England and the Arbitration Act of 1996 or any statutory modification or re-enactment then in force.

Unless the parties agree on the appointment of a single arbitrator, the matter in dispute shall be referred to the decision of two arbitrators, one to be appointed by the party complaining and the other by the party complained against, with such arbitrators to choose an umpire. If the arbitrators cannot agree upon the umpire within four (4) weeks after their appointment, the umpire shall be nominated by the Chairman of the London Maritime Arbitrators Association, unless otherwise agreed between the parties. If either party fails to appoint an arbitrator within twenty-one (21) days after the other has given written notice of the appointment of its arbitrator, then the arbitrator appointed by such other party shall act as sole arbitrator. The arbitrator(s) or umpire shall give his (their) decision in writing with utmost dispatch and such decision shall be final and binding on the parties.

For disputes the sum of which does not exceed the amount of USD 100,000, any party shall be entitled to proceed by arbitration to be held in London according to London Maritime Arbitration Association Small Claims procedure.

10. Force Majeure.

Neither party shall have any liability or obligation to the other party for default in the performance of any duty or obligation of such party hereunder, or for the consequences thereof, if such default is caused by force majeure, which shall mean events not within the control of the party defaulting, e.g., acts of God, public enemies, fire, restraint of princes, rulers and people, all dangers and accidents of the sea or rivers, and destruction of machinery. The default of a party in the performance of any duty or obligation hereunder due to force majeure shall be excused only if the defaulting party demonstrates that such default was in fact caused by force majeure and that the defaulting party has taken all reasonable precautions to overcome such cause and prevent such default.

Each party shall promptly notify the other party of any force majeure causing a default in the performance of any duty or obligation of

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the former hereunder, and the defaulting party shall take all reasonable steps to overcome the force majeure and resume performance hereunder with reasonable dispatch.

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Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to
be executed by their duly authorized representatives as of this 23rd day
of January, 2008.

KAWASAKI KISEN KAISHA

NIPPON YUSEN KAISHA

By: 

By: 

Name: KANTARO TSUTI

Name: YUSUKE SASADA

Title: VICE PRESIDENT

Title: VICE PRESIDENT