

NAME: NYK/EUKOR NORTH AMERICA /CARIB AND  
CENTRAL AMERICA SPACE CHARTER  
AGREEMENT

FMC NO: **012313-001**

CLASSIFICATION: SPACE CHARTER AGREEMENT

EXPIRATION DATE: NONE

ARTICLE 1: FULL NAME OF AGREEMENT

The full name of this Agreement is the NYK/EUKOR North America/Carib & Central America Space Charter Agreement ("the Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of this Agreement is to authorize EUKOR to charter space to NYK Line and NYK Line to charter space to EUKOR on its ro-ro vessels and to authorize the parties to reach related cooperative working arrangements in connection with the carriage of cargo on terms and conditions agreed among the parties in the trades defined in Article 4 of this Agreement.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to this Agreement are:

- (1) Nippon Yusen Kaisha  
3-2 Marunouchi 2-Chome,  
Chiyoda-ku  
Tokyo 100-91 Japan  
(hereafter "NYK")
  
- (2) EUKOR Car Carrier Inc.  
~~13<sup>th</sup> Floor Capital Tower~~  
~~736-1 Yeoksam-dong, Gangnam-gu~~  
~~Seoul, 135-983, Korea~~  
~~28F LOTTE World Tower~~  
~~300 Olympic-ro, Songpa-gu~~  
~~Seoul, Korea 05551~~  
(hereafter "EUKOR")

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire (expressed either as a fixed sum or as a percentage of freight) as the parties may from time to time agree. Billing and payment terms and conditions shall also be as agreed between the parties from time to time.

5.3 The Parties may discuss and agree upon the terminal(s) to be called by the vessels operated hereunder as well as the stevedore(s) that will service such vessels, and/or the volume of cargo to be handled by such terminals or stevedores. In furtherance of the foregoing, the Parties are authorized to discuss, exchange information, and/or coordinate negotiations with marine terminal operators or stevedores relating to operational matters such as port schedules and berthing windows; availability of port facilities, equipment and services; contract duration; adequacy for throughput; and the procedures of the interchange of operational data in a legally compliant matter.~~The parties are authorized to discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators and any person relating to marine terminal, stevedoring or other shore side services.~~ Nothing herein, however, shall authorize the parties jointly to operate a marine terminal in the United States nor to jointly negotiate for or jointly procure terminals services at U.S. Ports.

5.4 The parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their resp

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5.5 The parties are authorized to enter into agreements concerning routine operational or administrative matters to implement the foregoing. Any further agreement which does not concern routine operational or administrative matters cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by  
their duly authorized representatives as of this \_\_\_ day of \_\_\_\_\_ 2021.

EUKOR CAR CARRIERS INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NIPPON YUSEN KAISHA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_