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FEDERAL MARITIME COMMISSION

Original Title Page

HAMBURG-SUED/CROWLEY  
COOPERATIVE SERVICE CONTRACT AGREEMENT

FMC Agreement No. **203-011678**

An Agreement Among Ocean Common Carriers



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THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

ARTICLE 1: NAME OF AGREEMENT

The name of this agreement is the Hamburg-Sued/Crowley Cooperative Service Contract Agreement (hereinafter "Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

On or about November 1, 1999 (the "Closing Date"), Hamburg-Suedamerikanische Dampfschiffahrts gesellschaft Eggert & Amsinck will acquire certain assets of Crowley American Transport, Inc., including rights and obligations under certain service contracts entered into by Crowley American Transport. The purpose of this Agreement is to authorize the parties to participate jointly in and otherwise cooperate with respect to such service contracts and future joint service contracts, and to enter into joint contracts with non-ocean carriers or groups of such carriers.

ARTICLE 3: PARTIES TO THE AGREEMENT

1. Hamburg-Suedamerikanische Dampfschiffahrts gesellschaft Eggert & Amsinck ("Hamburg-Sued")  
Plaza Two  
The Harborside Financial Center  
Jersey City, NJ 07311
2. Crowley American Transport, Inc. ("CAT")<sup>1</sup>  
North Regency II  
9487 Regency Square  
Jacksonville, FL 33225



<sup>1</sup> No later than the Closing Date, Crowley American Transport, Inc. will change its name to Crowley Liner Services, Inc.

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement covers the Service Trade and the Retained Trades. For purposes of this Agreement, "Service Trade" means the liner services: (i) between US East Coast and East Coast of South America; (ii) between US Gulf Coast and East Coast of South America; (iii) between US East Coast and West Coast of South America; (iv) between US East Coast and Venezuela, Aruba, Bonaire and Curacao; (v) cargo destined to Mexico, Central America and the Caribbean Islands for which the liner services designated in (i) through (iv) serve as a pre-carrier; (vi) cargoes originating in or destined to Canada carried on the liner services designated in (i) through (iv); and (vii) cargoes between and among South American countries carried on the liner services designated in (i) through (iv). For purposes of this Agreement, "Retained Trades" means the liner services (a) between the United States East and Gulf Coasts and (i) North Coast of Colombia; (ii) Mexico; (iii) Central America, including North Coast of Panama, Costa Rica, Honduras, Guatemala, El Salvador and Nicaragua; (iv) the Caribbean including Haiti, Jamaica, Dominican Republic, Trinidad and Tobago, Barbados, Leeward and Windward Islands, Bahamas, St. Maarten and all other islands; (b) in any U.S. domestic trade subject to the Jones Act (46 USC app. 883; (c) between the United States Gulf Coast and Venezuela; and (d) cargoes between and among Central American countries, Mexico, Colombia or Venezuela.



ARTICLE 5: AGREEMENT AUTHORITY

5.1 On the Closing Date, CAT will assign its service contracts in the Service Trade, and the Service Trade portion of its multi-trade service contracts (i.e., service contracts covering both the Service Trade and Retained Trades), to Hamburg-Sued. The Parties agree to continue as joint service contracts those service contracts that cover both the Service Trade (service to be provided by Hamburg-Sued doing business as Crowley American Transport) and the Retained Trades (service to be provided by CAT operating under a changed corporation name of Crowley Liner Services, Inc.).

5.2 Subsequent to the Closing Date, the Parties are authorized to jointly negotiate, offer, enter into, or amend service contracts with shippers, shippers' associations and other shippers and shipper groups for the movement of cargo within all or any portion of the geographic scope of this Agreement.

5.3 With respect to the service contracts described in Articles 5.1 and 5.2 above, each Party generally will establish the rates, charges, rules, regulations, terms and conditions applicable to the movement of cargo under that portion of any such service contract for which it provides the service on an individual basis; provided, however, that the Parties shall be authorized to discuss and agree upon such rates, charges, rules, regulations, terms and conditions applicable to a particular service contract to the extent they deem it necessary or desirable to do so.

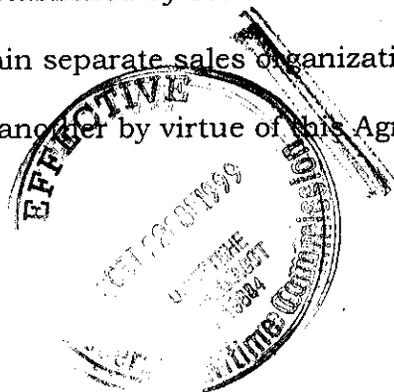


5.4 Except as may otherwise be agreed in connection with the sale of CAT's services in the Service Trade to Hamburg-Sued, the Parties shall each be responsible for the operation of their respective services, including all costs relating thereto.

5.5 The Parties are authorized to agree upon matters relating to the negotiation and administration of service contracts described in Articles 5.1 and 5.2 hereof. Except as may otherwise be agreed, each Party shall be solely liable to a shipper or other third party for damages caused by its actions or inactions and may not seek contribution from the other Party. In the event both Parties are responsible for damages incurred by any shipper or third party they shall share such damages in proportion to their responsibility for such damages.

5.6 Subject to the provisions of Article 5.9 hereof, nothing in this Agreement shall restrict the right of any Party to negotiate or enter into service contracts on its own behalf in those trades where it operates, either individually or jointly with other carriers. Nothing herein shall require any Party to disclose to any other Party any service contract negotiations, terms or conditions.

5.7 This Agreement is non-exclusive and does not preclude any Party from entering into similar cooperative arrangements with other ocean common carriers. This Agreement does not create any joint venture, partnership or other legal relationship other than that established by service contracts entered into hereunder. The Parties shall maintain separate sales organizations and no Party shall be considered the agent of another by virtue of this Agreement.



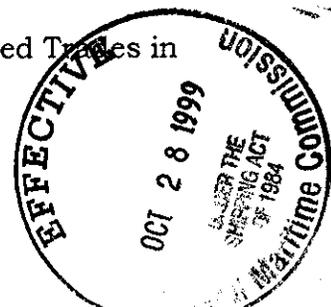
5.8 The Parties may jointly negotiate, enter into or participate in agreement with a non-ocean carrier or group of non-ocean carriers (for example, truck, rail or air operators) on any matter relating to rates or services provided to them by those non-ocean carriers.

5.9 (a) CAT agrees that for a period of three (3) years after the Closing Date neither it or any parent, subsidiary or affiliated companies (together, "CAT-Related Companies") will, directly or indirectly, carry on or engage in any ocean containerized liner transportation service under any name which competes with the ocean containerized liner transportation service offered by Hamburg-Sued or any parent, subsidiary or affiliated companies (together, "Hamburg-Sued-Related Companies") in the Service Trade. Thereafter, CAT agrees that for a period of seven (7) years, CAT-Related Companies will not carry on or engage in, directly or indirectly, an ocean containerized liner transportation service in the Service Trade using the name "Crowley American Transport" or any other tradename or mark containing the name "Crowley."

(b) Hamburg-Sued agrees that for a period of five (5) years after the Closing Date, Hamburg-Sued-Related Companies will not, directly or indirectly, carry on or engage in a new liner service, either by themselves or with others, in the Retained Trades.

(c) For avoidance of doubt, the non-competition agreement set forth in Articles 5.9(a) and (b) above does not apply to:

(i) the transportation of cargo by Hamburg-Sued-Related Companies into, out of, through or wholly within the Retained Trades in



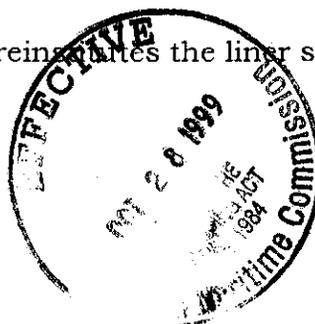
connection with or as part of its existing liner services in non-Retained Trades or the liner services in the Service Trade as any of such liner services or related feeder services may be modified from time to time; or

(ii) competition resulting from any geographic overlap in any service provided by Hamburg-Sued-Related Companies within the Service Trade and any service provided by CAT-Related Companies in the Retained Trades; or

(iii) any change or modification by Hamburg-Sued-Related Companies in Hamburg-Sued's existing liner services or the liner services in the Service Trade or by CAT-Related Companies in CAT's liner services in the Retained Trades, of the vessels, types of vessels, sailing schedules, ports served, port rotation, transit times, combination of services or method of conducting or carrying on the ocean transportation service in those respective trades; or

(iv) non-liner breakbulk, project cargo movements, tug & barge or non-vessel operating common carrier services of CAT-Related Companies and Hamburg-Sued-Related Companies.

(d) In the event that CAT-Related Companies or Hamburg-Sued-Related Companies discontinue any of the liner services in the Retained Trades or Service Trade, respectively, for a period of more than forty-five (45) days, the other party and its related companies shall no longer be bound by Articles 5.9(a) and (b) hereof and shall be free to compete in the trade covered by the discontinued liner service, regardless of whether or not the other party or its related companies subsequently reinstates the liner service which had been discontinued.



ARTICLE 6 -- ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda and communications between the Parties to enable them to effectuate the purpose of this Agreement.

6.2 The following individuals shall each have the authority to execute and file this Agreement and modifications to this Agreement with the Federal Maritime Commission, as well as authority to delegate same:

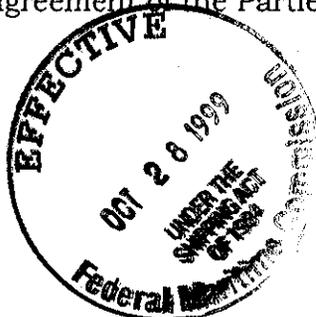
- a) Any officer of each Party to the Agreement; and
- b) Legal counsel for each Party to the Agreement.

ARTICLE 7 -- MEMBERSHIP WITHDRAWAL

Except as otherwise provided herein, either Party may, by providing six (6) months' written notice to the other Party, withdraw from this Agreement. In such event, the Parties shall continue to be liable to one another in respect of all their liabilities and obligations incurred prior thereto, and shall complete all service contracts then in effect.

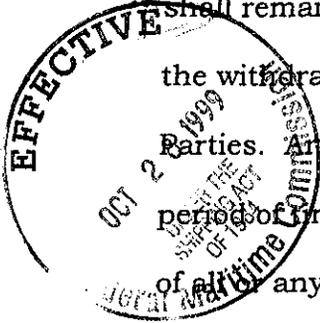
ARTICLE 8 -- VOTING

Actions taken pursuant to this Agreement shall only be taken pursuant to the unanimous agreement of the Parties.



ARTICLE 9 -- DURATION AND CANCELLATION

The effective date of this Agreement shall be the date it becomes effective under the Shipping Act of 1984, as amended and, except as otherwise provided, shall remain in effect indefinitely. This Agreement shall terminate only upon the withdrawal of a Party pursuant Article 7 or upon unanimous consent of the Parties. Article 5.9 shall survive the termination of this Agreement for the period of time designated therein. The Parties shall give notice of cancellation of any part of this Agreement to the Federal Maritime Commission.



ARTICLE 10 -- FORCE MAJEURE

Neither Party shall be responsible for its failure to perform any term or condition of this Agreement, if such failure is due to civil commotion, invasion, rebellion, hostilities, strikes, labor disputes, sabotage, governmental (nations, states, prefectural, municipal or other) regulations or controls, Acts of God, inability to obtain materials or services, or any other cause beyond the control of the Party.

ARTICLE 11 - ARBITRATION

Any and all differences and disputes of whatsoever nature arising out of this Agreement which cannot be resolved amicably shall be put to arbitration in New Jersey pursuant to the Rules of the Society of Maritime Arbitrators, Inc., New York ("SMA") before a panel of three arbitrators, unless the Parties otherwise agree. The decision of any two of the three arbitrators on any point

or points shall be final and binding. Unless the Parties otherwise agree, one arbitrator shall be appointed by each Party, and the third by the two so chosen. In the event a third arbitrator cannot be agreed upon by the two nominated arbitrators, either Party may apply to a court of competent jurisdiction to appoint the third arbitrator. Judgment may be entered upon any arbitration award made hereunder in any court having jurisdiction. Notwithstanding anything to the contrary in this Agreement or in law, any Party shall have the right to apply to any court of competent jurisdiction to obtain any pre-judgment remedy to which it may be entitled.

ARTICLE 12 -- GOVERNING LAW

This Agreement shall be governed and construed in accordance with the law of the United States and then, to the extent applicable, the laws of the State of New Jersey.



SIGNATURE PAGE

IN WITNESS WHEREOF the parties hereto have agreed this 4<sup>th</sup> day of  
October, to enter into the foregoing Agreement and to file the same with the  
U.S. Federal Maritime Commission.

Hamburg-Suedamerikanische  
Dampfschiffahrts gesellschaft  
Eggert & Amsinck

By: Wayne R. Rolde  
Name: WAYNE R. ROLDE  
Title: ATTORNEY-IN-FACT



Crowley American Transport, Inc.

By: Wayne R. Rolde  
Name: WAYNE R. ROLDE  
Title: ATTORNEY-IN-FACT