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FEDERAL MARITIME COMMISSION

DOLE OCEAN CARGO EXPRESS INC.
AND
HAMBURG-SÜDAMERIKANISCHE DAMPFSCIFFFAHRTS-GELLSCHAFT KG
SPACE CHARTER AND SAILING AGREEMENT

FMC Agreement No. : 071912

Expiration Date: None

This Agreement has not been published previously.



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ARTICLE 1. FULL NAME OF THE AGREEMENT

The full name of the agreement is the **DOLE OCEAN CARGO EXPRESS INC.-
HAMBURG-SÜDAMERKANISCHE DAMPFSCHIFFFAHRTS-GELLSCHAFT KG
SPACE CHARTER AND SAILING AGREEMENT** (hereinafter referred to as the
"Agreement").

ARTICLE 2. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to permit each vessel-operating common
carrier to achieve efficiencies and economies in their respective liner services offered in the trade
covered by the Agreement.

ARTICLE 3. PARTIES TO THE AGREEMENT

The Parties to the Agreement ("the Party" or collectively as "the Parties") are:

1. Dole Ocean Cargo Express Inc. ("DOCE")
9485 Regency Squire Boulevard, No. 425
Jacksonville, FL 32259
2. Hamburg-Südamerikanische Dampfschiffahrts-
Gesellschaft KG ("Hamburg Süd")
465 South Street
Morristown, NJ 07960

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement shall cover transportation between ports and points served via such ports in the following ranges:

1. Northbound Service from Central America to U.S. East Coast and Gulf.
2. Southbound Service from U.S. East Coast and Gulf to Central America.
3. Eastbound Service from Puerto Rico to North Europe.

The foregoing geographic scope is hereinafter referred to as "the Trade."

ARTICLE 5. AGREEMENT AUTHORITY

5.1 Definition

"Slot" means space on a containership sufficient to carry one (1) Twenty-foot Equivalent Unit (TEU) container.

Slot Provider and Purchaser:

Northbound Service from Central America: DOCE will act as Slot Provider and Hamburg Süd will act as Slot Purchaser.

Southbound Service from U.S. East Coast and Gulf: DOCE will act as Slot Provider and Hamburg Süd will act as Slot Purchaser.

Eastbound Service from Puerto Rico, to North Europe: DOCE will act as Slot Provider and Hamburg Süd will act as Slot Purchaser.

5.2 Cargo

This Agreement covers containerized cargo and all commodities pursuant to each participating vessel-operating common carrier's governing tariffs.

5.3 Slots

The Slot Provider may make available slots to the Slot Purchaser in the Trade. The Slot Provider may provide slots for a maximum of eight (8) slots per vessel in the Trade, but not more than 20 TEUs per vessel without amending this agreement. The Parties may decide the specific allocation on specific vessels from time to time. The Slot Purchaser shall pay the Slot Provider for the slots at rates and terms to be agreed between the Parties. Slot allocation (including allocation of reefer slots) may be adjusted from time to time, subject to mutual agreement of the Parties.

5.4 Efficient Use of Equipment, Terminals, Stevedores, Ports and Suppliers

The Parties may interchange or lease empty containers, chassis and/or related equipment to provide for the efficient use of such equipment on such terms as they may agree. The Parties may also jointly contract with (or coordinate in contracting with) stevedore, terminals, ports and suppliers of equipment, land, services, or may designate a party to provide such services on the designating Party's behalf. Notwithstanding the foregoing, stevedoring and terminal expenses for handling containers, both full and empty, and all cargo shall be for the account of the booking Party. Neither Party may sub-charter vessel space subject to this Agreement without prior notice and approval of the other Party. This Agreement does not authorize joint operation of any marine terminal by the Parties in the United States.

5.5 No Joint Service, Pooling, or Related Authority

The slot allocation and cooperative use of equipment, terminals, stevedores, ports and suppliers to the extent provided hereunder do not create a joint service or permit the Parties to pool cargo or revenue or to discuss rates. The Agreement does not authorize the Parties to discuss, or agree on, capacity rationalization as defined at 46 C.F.R. § 535.104(e).

5.6 Marketing and Documentation

The Parties shall solicit and book cargoes subject to this Agreement for their separate accounts and shall issue their own separate bills of lading.

5.7 Documentation, Data Systems

The Parties may discuss and agree on terms and conditions of joint development, implementation, and interchange of documentation, data systems, information and data, other operating systems, and computerization and joint communication, including any joint negotiations, leasing or contracting relating thereto.

5.8 Transshipment and Feeder Arrangements

When used in conjunction with the carriage of cargo in the Trade, the Parties may discuss and agree on the use and rationalization of one another's feeder, port, terminal and intermodal operations within and between foreign countries.

5.9 Miscellaneous

- (1) The Parties may discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time-to-time, including, but not limited to, performance procedures and penalties, procedures for allocating slots, forecasting, schedule adjustments, record-keeping, responsibility for loss or damage, the establishment and operation of individual or joint tonnage centers, the terms and conditions for force majeure relief, insurance, liabilities, claims, indemnification, consequences for delays, and treatment of hazardous and dangerous cargoes. Notwithstanding the foregoing, each Party shall bear its own administrative expenses in connection with this Agreement.

- (2) The Slot Provider shall provide any documentation relating to vessels that may be required to permit deployment of vessels in the trade, including, but not limited to, certificates of financial responsibility for oil pollution, valid international tonnage certificate, and valid certificate of registry.

5.10 Vessels

Puerto Rico to North Europe

DOCE will provide four (4) vessels of approximately 180 TEU capacity in its service and intends to operate the vessels weekly .

Central America to/from U.S. East Coast and Gulf

DOCE will provide four (4) vessels of approximately 1,000 to 2,000 TEU capacity in its services and intends to operate the vessels weekly. Deployment of vessels is subject to Article 9.3 and permits the Slot Provider to withdraw a vessel from services in the Trade.

ARTICLE 6. AUTHORIZED REPRESENTATIVE

The following persons shall have authority to sign and file this Agreement (or any modification to this Agreement), to respond to any requests for information from the FMC, and to delegate such authority to other persons:

1. **Stuart Jablon, Vice President and General Manager**
DOLE OCEAN CARGO EXPRESS INC.
9485 Regency Squire Boulevard, No. 425
Jacksonville, FL 32259

Johan Bjorksten, Manager, Operations, Equipment and Logistics
HAMBURG-SÜDAMERIKANISCHE DAMPFSCHIFFAHARTS
Richmond Building
8420 N.W. 52nd Street, Suite 33166
Miami, FL 33166

and/or

2. Michael G. Roberts, Esq.
Ashley W. Craig, Esq.
Venable LLP
575 7th Street, N.W.
Washington, D.C. 20036
(Agreement Counsel)

ARTICLE 7. MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION

None.

ARTICLE 8. VOTING

All matters decided under this Agreement, including amendments hereto, shall be by unanimous vote of the Parties. The Parties may meet wherever they decide for implementing this Agreement; however, actions in implementation of this Agreement may also be taken pursuant to telephone, e-mail, fax, or other writing polls of the Parties. A quorum shall exist if all Parties are present in person or by telephone, e-mail, fax, or other writing contact.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

9.1 This Agreement shall be effective upon the date the Agreement becomes effective pursuant to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998. Failure of a Party to this Agreement to obtain approval of any authority, for any reason, shall not provide the basis for any recourse, liability, or damages whatsoever.

9.2 Subject to Article 9.1 above, this Agreement shall commence in April, 2005, pending filing with the Federal Maritime Commission, Washington, D.C., and is intended to remain in force for an initial period of one (1) year through April, 2006 and shall be automatically extended for successive one-year periods, unless terminated pursuant to notice of termination.

9.3 The Agreement may be terminated as follows:

- (1) Either Party may terminate this Agreement by giving written notice of termination not less than thirty (30) days prior to the termination date specified in such notice;
- (2) Either Party may terminate this Agreement if one or more vessels are lost or withdrawn from service under this Agreement and is not replaced by the Slot Provider within one (1) month after the loss. The Slot Provider shall give immediate written notice to the Slot Purchaser of any actual loss or constructive loss of a vessel;
- (3) Notwithstanding the above provision 9.3(2), this Agreement may be terminated at any time by mutual consent of the Parties.

9.4 If any Party becomes involved in any one of the following situations, either of the Parties has the right, by giving written notice, to terminate the Agreement immediately without prejudice to any already accrued rights and obligations:

- (1) Commencement of dissolution procedure;
- (2) Filing of bankruptcy or insolvency procedure; and/or
- (3) Making a general assignment or composition with its creditors.

9.5 Notwithstanding any other provision of this Agreement, the obligations of the Parties pursuant to this Agreement shall remain in force until each vessel operated pursuant to this Agreement shall have completed discharging at the last port on the last leg of her final complete voyage which commenced prior to termination, and all accounts between the Parties under this Agreement are settled.

ARTICLE 10. ARBITRATION AND GOVERNING LAW

Any dispute among the Parties arising out of or in connection with this Agreement shall, if amicable settlement is not possible, be referred to arbitration before three (3) arbitrators in the State of Florida, under the rules of the Society of Maritime Arbitrators. In any such dispute, this Agreement shall be governed by and construed in accordance with the law of the State of Florida, and to the extent applicable, U.S. federal or maritime law. Nothing in this Agreement shall be construed to relieve the Parties of their obligations to comply with the Shipping Act of 1984, as amended.

ARTICLE 11. LANGUAGE

This Agreement and all notices, communications or other written documents related to this Agreement shall be in the English language. If any document related to the Agreement cannot be in the English language, it shall be accompanied by an English translation and the English version shall prevail.

ARTICLE 12. NON-ASSIGNMENT

12.1 The Slot Purchaser shall not assign, transfer, subcontract, change, or otherwise dispose of any rights and duties in this Agreement to any person, firm, or corporation without the prior written consent of the other Party.

12.2 The Slot Purchaser shall not be authorized to enter into any other agreement on behalf of the Slot Provider whether relating to navigation, operation or management of the vessel or otherwise.

ARTICLE 13. FORCE MAJEURE

The obligations of the Slot Provider/Slot Purchaser shall be excused to the extent that the existence and continuance of conditions beyond its control render the Slot Provider/Slot Purchaser unable to perform its obligations. Such conditions include but are not limited to war, civil commotion, invasion rebellion, regulations, or order of governmental authorities, acts of God, or inability to obtain materials or services. The Party asserting the existence of such conditions as an excuse of non-performance shall promptly give written notice of such conditions to the other Party.

ARTICLE 14. HARDSHIP

14.1 Notwithstanding Article 9, during the effective period of this Agreement, if the consequences of any Force Majeure described in Article 13, or boycott against one flag or a political ban against one Party to this Agreement, causes substantial frustration of the objectives of the Agreement, then the Parties shall meet in a spirit of goodwill and are bound to adapt the terms of this Agreement to these circumstances. If the Parties fail to reach an agreement within thirty (30) days, any Party may terminate this Agreement immediately upon written notice.

14.2 In the event one of the Parties is merged with or sold to a third party which continues to operate container vessels in the Trade covered by this Agreement, then such other party shall be bound by the terms of this Agreement and continue to provide slots under the terms of this Agreement to the Party who was not subject to the merger. The merging party shall include in the merger agreement a clause requiring the merged entity to honor this Agreement. Notwithstanding the foregoing either of the Parties who was not subject to merger shall have the right to terminate this Agreement on ninety (90) days prior written notice.

ARTICLE 15. NOTICES

Except as otherwise agreed to by the Parties hereto, any notice under this Agreement shall be in writing and be signed by or on behalf of the Party giving it. Any such notice will be served by sending it by facsimile to the fax number and/or e-mail to the following addresses, as notified by the Parties as provided hereunder:

DOLE OCEAN CARGO EXPRESS INC.
Stuart Jablon, Vice President and General Manager
Facsimile No.: 904-721-8084
E-mail: stuart-jablon@na.dole.com

HAMBURG-SÜDAMERIKANISCHE DAMPFSCHIFFFAHRTS-GESELLSCHAFT KG
Johan Bjorksten, Manager, Operations, Equipment and Logistics
Facsimile No.: 973-775-5610
E-mail: johan.bjorksten@us.hamburgsud.com

Any notice so served by facsimile shall be deemed to be received twenty-four (24) hours after the time of dispatch provided an error-free transmission report has been received by the sender.

ARTICLE 16: COUNTERPARTS

This Agreement may be executed in counterparts. Each such counterpart shall be deemed an original, but all together shall constitute but one and the same instrument.

ARTICLE 17. SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above set forth.

DOLE OCEAN CARGO EXPRESS INC.

By: _____

Michael G. Roberts
Attorney-in-Fact

**HAMBURG-SÜDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESCHELLSCHAFT KG**

By: _____

Capt. Johan Bjorksten – Hamburg Sud North America

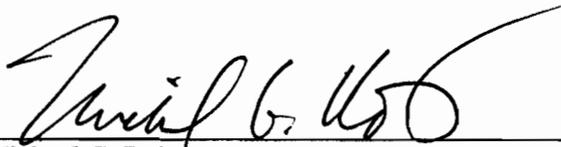
Dated: February 28, 2005 at Washington, D.C.

Dole Ocean Cargo Express Inc.-
Hamburg-Südamerikanische
Dampfschiffahrts-Gesellschaft KG
Slot Charter and Sailing Agreement
FMC Agreement No.: 011912
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ARTICLE 17. SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date above
set forth.

DOLE OCEAN CARGO EXPRESS INC.

By: 

Michael G. Roberts
Attorney-in-Fact

**HAMBURG-SÜDAMERIKANISCHE
DAMPFSCHIFFFAHRTS-GESCHELLSCHAFT KG**

By: 

Capt. Johan Bjorksten – Hamburg Süd North America

Dated: April 1, 2005