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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

**CROWLEY LINER SERVICES-FTD SHIPPING LINES
SPACE CHARTER AND SAILING AGREEMENT**

FMC Agreement No. 011930

Expiration Date: None

This Agreement has not been published previously.



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Article 1: Full Name of the Agreement

This Agreement shall be known as the **Crowley Liner Services-FTD Shipping Lines Space Charter and Sailing Agreement**, hereinafter called "the Agreement."

Article 2: Purpose of the Agreement

The purpose of this Agreement is to authorize the chartering of space on vessels in the Trade (as hereinafter defined) and to authorize the parties to enter into cooperative working arrangements with respect to the chartering of such space.

Article 3: Parties to the Agreement

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. **CROWLEY LINER SERVICES**
9487 Regency Square Boulevard
Jacksonville, FL 32225
2. **NINA (BERMUDA) LTD., d/b/a FTD SHIPPING LINES**
P.O. Box 460695
Ft Lauderdale, FL 33316

Article 4: Geographic Scope of the Agreement

The geographic scope of the Agreement shall extend, via direct service or transshipment, between, on the one hand, Atlantic and Gulf Coast ports of the Continental United States (including ports in Puerto Rico and the U.S. Virgin Islands) and the inland or coastal points in the continental United States served via U.S. and Atlantic and Gulf Coasts ports and inland points in Puerto Rico and the U.S. Virgin Islands and, on the other hand, ports and points in the Dominican Republic and coastal and inland points served via such ports.

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

Article 5: Agreement Authority

5.1 *Definitions*

Slot Provider: Nina (Bermuda) Ltd., d/b/a FTD Shipping Lines

Slot Purchaser: Crowley Liner Services

"TEU" means twenty-foot equivalent unit.

"FEU" means forty-foot equivalent unit.

5.2 *Cargo*

This Agreement covers containerized cargo and all commodities pursuant to each Party's governing tariff(s).

5.3 *Slots*

The Slot Provider will make available slots on board vessels deployed in the Trade to the Slot Purchaser in such amounts as the Parties may from time-to-time agree. The Parties initially expect the Slot Provider to provide a maximum 20 FEUs Northbound and 20 FEUs Southbound on vessels operated in the Trade on terms and conditions to be agreed to by the Parties. The Slot Purchaser shall pay the Slot Provider for the slots at rates and terms to be agreed to between the Parties. Slot and cargo weight allocation, including allocation of reefer slots, may be adjusted from time-to-time, subject to the Parties' mutual agreement.

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 the efficient use of such equipment on such terms as they may agree. The Parties shall procure the maintenance of all equipment to keep it technically compatible with the characteristics of the vessels operated under the Agreement, but each Party shall conduct equipment control separately. The Parties may also jointly contract with or coordinate in contracting with stevedores, terminals, ports, and suppliers of equipment, landside services, or may designate a third 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. This Agreement does not authorize joint operation of any marine terminal by the Parties in the United States.

5.5 *No Joint Service*

The slot allocation, coordination of sailings and vessels, and cooperative use of equipment, terminals, stevedores, ports, and suppliers to the extent provided hereunder, does not create a joint service or permit the Parties to pool cargo or revenue or to discuss rates.

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. This Agreement does not authorize the Parties to establish a common tariff.

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, and other operating systems, and computerization and joint communication, including any joint negotiations, leasing, or contracting related 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. Such agreements do not confer Federal Maritime Commission ("FMC") jurisdiction over such activities beyond the scope of the Shipping Act of 1984, as amended.

5.9 *Miscellaneous*

1. The Parties may discuss and agree upon such general administrative matters 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, recordkeeping, responsibility for loss or damage, the establishment and operation of individual 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 the vessels' deployment in the Trade, including but not limited to, certificates of financial responsibility for oil pollution, valid international tonnage certificates, and valid certificates of registry.

5.10 *Vessels*

The Slot Provider will provide one (1) vessel of approximately 140 TEU capacity in its service and intends to operate the vessels on a weekly basis in the Trade.

Article 6: Authorized Representative

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

1. Art Mead, Esq.
Senior Vice President and General Counsel
Crowley Maritime Corp.
9487 Regency Square Boulevard
Jacksonville, FL 32225
2. Mr. Austin Moller
General Manager
Nina (Bermuda) Ltd., d/b/a FTD Shipping Lines
P.O. Box 460695
Ft Lauderdale, FL 33316
3. and/or Legal Counsel of the Parties.

Article 7: Membership, Withdrawal, Readmission and Expulsion

None.

Article 8: Voting

All matters decided under the 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, electronic mail ("email"), facsimile, or other writing pools of the Parties. A quorum shall exist if all Parties are present in person or by telephone, email, facsimile or other writing contact.

Article 9: Duration and Termination of the Agreement

9.1 Unless otherwise agreed to by the Parties, this Agreement shall be effective upon the later of either the commencement by the Parties of vessel operations described herein, or the date the Agreement becomes effective pursuant to the Shipping Act of 1984, as amended, and/or FMC regulations. 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, this Agreement shall commence in January 2006, pending its filing and effectiveness with the FMC, and is intended to remain in force for an initial period of twelve (12) months through the end of January 2007, and shall be automatically extended for successive one (1) year periods, unless terminated pursuant to Article 9.3.

9.3 The Agreement may be terminated as follows:

1. Either Party may terminate this Agreement by giving written notice of termination no less than 45 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 of the loss/withdrawal. The Slot Provider shall give immediate written notice to the Slot Purchaser of any actual loss or constructive loss of a vessel; and/or
3. At any time by mutual consent of the Parties.

9.4 If any Party becomes involved in any one of the following situations: the other Party has the right to terminate the Agreement immediately without prejudice to any already accrued rights and obligations:

1. Commencement of dissolution proceedings;
2. Filing of bankruptcy or insolvency proceedings; and/or
3. Making a general assignment or composition with creditors.

9.5 Notwithstanding any other provisions 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 laws of the State of Florida, and to the extent applicable, U.S. federal and/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, and/or governing FMC regulations.

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

A Party shall not assign its rights or delegate its duties under this Agreement to any other person or entity without prior written consent of the other Party.

Article 13: Force Majeure

The obligations of the Parties shall be excused to the extent that the existence and continuance of conditions beyond a Party's control render a Party unable to perform obligations herein. Such conditions include, but are not limited to, war, civil commotion, invasion, rebellion, regulations or order of governmental authorities, acts of God, restraints of princes, inability to obtain materials or services. The Party asserting the existence of such conditions as an excuse for non-performance shall promptly provide written notice of such conditions to the other Party within one (1) week of the occurrence(s).

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 political ban against one Party to this Agreement, causes substantial frustration of the Agreement's objectives, 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 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, 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 Slot Purchaser. The merging party shall include in the merger agreement a clause requiring the merged entity to honor this Agreement.

Article 15: Notices

All notices pertaining to this Agreement, except as the Parties may otherwise provide, shall be sent by facsimile and/or email transmission and confirmed by first class mail, postpaid. Mail, email and facsimile contact information is as follows:

1. Crowley Liner Services

Art Mead, Esq.
Senior Vice President and General Counsel
9487 Regency Square Boulevard
Jacksonville, FL 32225
Facsimile: 904-805-1641
Email: art.mead@crowley.com

2. Nina (Bermuda) Ltd., d/b/a FTD Shipping Lines

Mr. Austin Moller
General Manager
P.O. Box 460695
Ft Lauderdale, FL 33316
Facsimile: 954-767-4688
Email: austin@ftdshipping.com

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

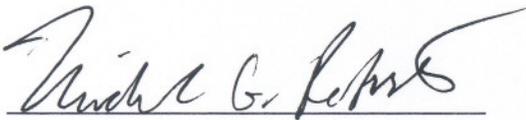
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth.

By:

CROWLEY LINER SERVICES

Michael G. Roberts

Attorney-in-Fact



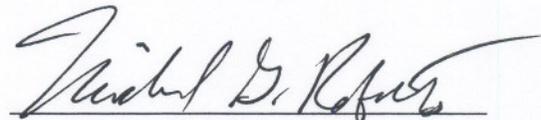
[authorized signature]

By:

**NINA (BERMUDA) LTD.,
d/b/a FTD SHIPPING LINES**

Michael G. Roberts

Attorney-in-Fact



[authorized signature]

Dated: January 6, 2006