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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

**DOLE OCEAN CARGO EXPRESS INC. -
SOUTH PACIFIC SHIPPING COMPANY LTD.
SPACE CHARTER AGREEMENT**

FMC Agreement No. : 011997

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.-
SOUTH PACIFIC SHIPPING COMPANY LTD. SPACE CHARTER 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. Ecuadorian Line, a Service of South Pacific Shipping Company Ltd.
("South Pacific")
P.O. Box N-10051
2nd Floor
Charlotte House
Nassau, Bahamas

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement shall cover transportation between ports and points served via such ports in the trade between ports on the Pacific Coast of Costa Rica and ports on the U.S. West Coast. 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) Forty-foot Equivalent Unit ("FEU") container.

"Slot Provider" and "Slot Purchaser": South Pacific will act as Slot Provider and DOCE will act as Slot Purchaser.

5.2 Cargo

This Agreement covers containerized cargo and all commodities transported 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 intends to provide thirty-two (32) slots per vessel sailing in the Trade, but not more than fifty (50) FEUs per vessel without amending this agreement. The Parties may decide the specific allocation of slots 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. Slots otherwise subject to this agreement may be used by Dole Fresh Fruit International Ltd. pursuant to service contract no. 012219. Such movements are not subject to regulation pursuant to 46 U.S.C. § 40102(6).

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) stevedores, terminals, ports and suppliers of equipment, land, or 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 certificates, and valid certificates of registry.

5.10 Vessels

South Pacific will provide three (3) reefer vessels of approximately 160 TEUs / 80 FEUs / 80 FEUs capacity in its services and intends to operate the vessels on a weekly rotation. 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 Federal Maritime Commission ("FMC"), and to delegate such authority to other persons:

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

2. Charles A. Schwarz Jr., Vice President
Ecuadorian Line, a Service of South Pacific Shipping Company Ltd.
("South Pacific")
6161 Blue Lagoon Drive, Suite 250
Miami, FL 33126 and/or

3. Michael G. Roberts, 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, email, fax, or otherwise. A quorum shall exist if all Parties are present in person or by telephone, e-mail, fax, or other written contact.

ARTICLE 9: DURATION AND TERMINATION OF THE AGREEMENT

9.1 Effective Date

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 Term

This Agreement shall remain in force for a period of one (1) year ending May 1, 2008. It shall be automatically extended for successive one-year periods, unless terminated pursuant to notice of termination.

9.3 Termination

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, this Agreement may be terminated at any time

by mutual consent of the Parties.

9.4 Termination Without Prejudice

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 No Termination until each Vessel Completes its Voyage

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 a single arbitrator in the State of New York, 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 New York, 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

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. 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 and/or Slot Purchaser shall be excused to the extent that the existence and continuance of conditions beyond their control render the Slot Provider and/or 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 Obligation to Act in Good Faith

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 Successors and Assigns

In the event one of the Parties is merged with or sold to a third party that 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.

John Trummel, Vice President and General Manager

Facsimile No.: 904 721 8084

E-mail: John_Trummel@na.dole.com

Ecuadorian Line, a Service of South Pacific Shipping Company Ltd.

("South Pacific")

Charles A. Schwarz Jr.,

6161 Blue Lagoon Drive, Suite 250

Miami, FL 33126

E-mail: cschwarz@bonita.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

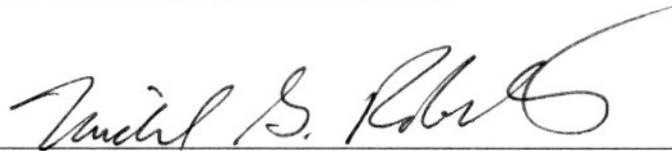
This Agreement may be executed in counterparts. Each such counterpart shall be deemed an original, but all together shall constitute but one and the same instrument.

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

ECUADORIAN LINE

By:

Charles A. Schwarz Jr.

Dated: April 30, 2007 at Washington, D.C.

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.

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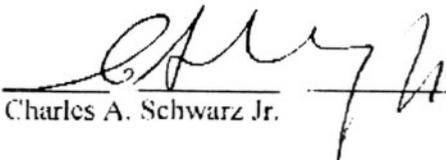
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Attorney-in-Fact

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Dated: April 30, 2007 at Washington, D.C.