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CROWLEY / DOLE SPACE CHARTER
AND SAILING AGREEMENT

NO. 011842
1ST EDITION

ORIGINAL
TITLE PAGE

CROWLEY / DOLE SPACE CHARTER
AND SAILING AGREEMENT

EFFECTIVE
MAR 20 2003
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

FMC Agreement No.: 011842 Effective Date: Thursday, March 20, 2003
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1. Full Name of the Agreement: The full name of this Agreement is the Crowley /Dole Space Charter and Sailing Agreement.

2. Purpose of the Agreement: The purpose of this Agreement is to permit the parties to charter space to each other, coordinate their sailings, and cooperate in other specified respects in the Trade (as defined in Article 4).

3. Parties to the Agreement: The following are the respective names and addresses of the principal offices of the parties to this Agreement:

Name	Office Address
Crowley Liner Services ("Crowley")	Post Office Box 2110 Jacksonville, FL 32203
Dole Ocean Cargo Express, Inc. ("Dole")	9485 Regency Square Blvd, Suite 425 Jacksonville, FL 32225

4. Geographic Scope of the Agreement: The geographic scope of this Agreement is the trade (the "Trade"), via any combination of direct, transshipment or intermodal service, between (a) Port Everglades, Florida and U.S. inland and coastal points via such port and (b) Puerto Limon, Costa Rica, and Costa Rican inland and coastal points via such port.

5. Overview of Agreement Authority:
   (a) Dole and Crowley are each authorized to charter space to and from each other in the Trade. The parties will meet and confer from time to time to determine the amount of such space and the terms and conditions under which such space will be chartered hereunder. Initially, it is estimated that less than five (5%) percent of the capacity of any vessel will be utilized at any one time under this agreement.
   (b) The parties are authorized to cooperate with each other to coordinate sailings in their respective services and to schedule vessels in a manner which best promotes the availability of each party's services to its shippers.
   (c) The parties are authorized to utilize the same marine terminals and stevedores at those ports at which more than one party provides service and may jointly negotiate and enter into leases, licenses or assignments of terminal facilities and contracts for stevedoring, terminal or other port or ocean services of supplies for the convenience of the parties or their shippers; provided that nothing herein shall authorize the parties jointly to operate a marine terminal facility in the United States.
   (d) The parties may pool, lease or sublease containers and other equipment to each other on such terms and conditions as they may agree.
   (e) The parties are authorized to make such other provision as are necessary or desirable for the effective operation of this Agreement; provided that no such provision requiring filing under Section 5 of the U.S. Shipping Act of 1984 shall become effective unless and until it has been filed and become effective thereunder.

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(f) Nothing herein or in any charter of space pursuant hereto shall be construed as a demise or partial demise of any vessel. At all time during any voyage on which cargo, containers or other equipment are carried pursuant to the terms of this Agreement, the Master, his delegates, the officers and crew shall be and remain the employees and or agents of the carrier chartering out the space and not the employees or agents of the carrier chartering in the space.

(g) The initial number of vessels to be operated hereunder shall be four (4), two each by Crowley and Dole, with each vessel having a maximum capacity of four-hundred ninety (490) FEUs. The Parties may increase by 50% the number and / or capacity of the vessels hereunder without amending this agreement.

6. Officials of the Agreement and Delegations of Authority: Legal counsel for this Agreement and for the parties hereto each shall have the authority, with full power of substitution, on behalf of the parties to file this Agreement with U.S. Federal Maritime Commission, to execute and file with such Commission any modification to this Agreement agreed to by the parties, and to execute and submit to such Commission any associated materials in support thereof

7. Membership and Withdrawal: Subject to the provisions of Article 8 hereof, either party may resign from the Agreement by giving thirty (30) day's prior written notice to the other party; provided that no such notice may be given prior to two (2) months after the effective date of this Agreement.

8. Duration and Termination of the Agreement:

(1) The effective date of the Agreement shall be the date that the Agreement becomes effective pursuant to the U.S. Shipping Act of 1984, as amended, and the date any other governmental approvals as may be required have been obtained. Under no circumstances shall the effective date of this Agreement be earlier than the effective date under the Shipping Act of 1984, as amended. The Agreement shall remain in force (1) unless terminated by the unanimous agreement of the parties, (2) unless terminated upon written notice with immediate effect for default of one of the parties which remains uncured for a period of thirty (30) days after prior written notice has been received by the defaulting party, or (3) until the effective date of withdrawal of a party pursuant to Article 7. Notice of any such termination shall be promptly provided to the Federal Maritime Commission. Any voyage of a vessel on which space is chartered to/purchased by either party which has commenced but has not been completed prior to the effective date of the termination of this Agreement under this Article, or Article 7 hereto, shall be subject to the terms of this Agreement in its entirety.

(2) Notwithstanding the foregoing, the parties may agree on provisions allowing termination in the event of a change in service characteristics (including sailing schedules or port rotation), a change in ownership of a party, the dissolution, bankruptcy or insolvency of a party, or a similar occurrence.

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9. Unilateral Termination Upon Discontinuance of Service: Should Dole in its sole discretion choose to discontinue service between Port Everglades, Florida and Puerto Limon, Costa Rica, this Agreement shall be terminated upon Dole giving to Crowley thirty (30) days written notice (hereinafter " Notice"). Termination shall be effective as of the date of discontinuance of services specified in the Notice, but not less than 30 days from the date of Notice. Termination under this provision shall release and relieve both parties from any further rights, liabilities or obligations under this Agreement, but termination under this provision shall not relieve or release either party from any rights, liabilities or obligations which have accrued prior tot he date of termination.

10. Force Majeure: Neither party will be liable for failure or delay in performance under this Agreement which is due to any cause beyond the reasonable control of such party, including natural disasters, strikes, wars and insurrection, acts of God, major mechanical break down or other causes of "force majeure" which would disrupt normal flow of operations for either party. In such case, either party will notify the affected party expressing the period of time of the total or partial interruption of performance and will exercise its best efforts to minimize damage to the affected party.

11. Law: Jurisdiction: This Agreement will be governed by and construed in accordance with the general maritime laws of the United States. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the United States District Court for the Eastern District of Louisiana for the purpose of any dispute arising concerning this Agreement or its subject matter, construction or effect.

12. Miscellaneous: Any notice by a party hereunder shall be in writing and sent to each other party at its address set forth in Article 3 (or at such other address as the party shall have specified by notice hereunder). This Agreement may be amended or modified only by a written modification hereof executed on behalf of both parties hereto. Each of this Agreement and any such modification shall become effective on the first date on which it may be lawfully implemented under the U.S. Shipping Act of 1984 and shall be binding upon and ensure to the benefit of only the parties hereto.

IN WITNESS HEREOF, the undersigned have executed this Agreement as of March 26, 2003.

CROWLEY LINER SERVICES

By: _____

DOLE OCEAN CARGO EXPRESS, INC.

By: _____

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