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Original Title Page

DOLE OCEAN CARGO EXPRESS/
KING OCEAN SERVICES LIMITED
SPACE CHARTER AGREEMENT

FMC Agreement No. 011790-001
(2nd Edition)

A Cooperative Working Agreement

Expiration Date: None.

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APR 28 2011
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

This Agreement has not been published previously.

FMC Agreement No.: 011790-002 Effective Date: Sunday, March 17, 2013
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ARTICLE 1: NAME OF AGREEMENT

The name of this agreement is the Dole Ocean Cargo Express/King Ocean Services Limited Space Charter Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF AGREEMENT

The purpose of the Agreement is to enable the parties to better meet the needs of their customers and to deal with operational contingencies by authorizing them to charter space to/from one another.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are:

DOLE OCEAN CARGO EXPRESS, INC. whose office is at 9485 Regency Square Boulevard, Suite 425, Jacksonville, Florida 32225 ("Dole Express") and

KING OCEAN SERVICES LIMITED whose registered office is at 11000 N.W. 29th Street, Suite 201, Miami, Florida 33172 ("KOLTD")

Dole Express and KOLTD are sometimes hereinafter referred to individually as a "Party" and jointly as the "Parties."

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ARTICLE 4: GEOGRAPHIC SCOPE

This Agreement covers the transportation of containers to and from Port Everglades, Florida and ports in Costa Rica, Guatemala and Honduras (hereinafter, the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 The Parties are authorized to charter space to/from one another on an "as needed/as available" basis, it being understood that there is no guarantee by either Party to provide the other with any amount of space or any volume of cargo. The Parties are authorized to discuss and agree on the compensation to be paid for the provision of slots hereunder and the other terms and conditions pursuant to which such slots will be provided. It is understood and agreed that slots provided hereunder are to be employed only for the carriage of lawful cargo properly packaged and appropriately stowed in sealed, seaworthy containers. No livestock or injurious, inflammable or dangerous goods are to be shipped hereunder without the written consent of the Party providing the slots. Consent to one such shipment shall not constitute consent to subsequent shipments of the same commodity.

5.2 The Parties are authorized to discuss and agree on the acceptance and handling of various types of equipment, including 45-foot containers, flat-rack containers, and out of gauge cargo.

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5.3 The Parties are authorized to discuss and agree on appropriate individual or joint arrangements with stevedores and marine terminals.

5.4 The Parties are authorized to 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: stowage planning; record-keeping; responsibility for loss or damage; insurance; force majeure; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; and the treatment of hazardous and dangerous cargoes.

5.5 Pursuant to 46 C.F.R. § 535.408(b), any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters.

ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 This Agreement shall be administered by meetings of the Parties and correspondence between them. The Parties are authorized to agree upon and memorialize operating procedures to carry out the authority container herein.

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6.2 Authorized representatives of the Parties shall have the authority to execute and file amendments to this Agreement, and to delegate such authority to their respective counsel.

ARTICLE 7: MEMBERSHIP

Membership herein is limited to the Parties.

ARTICLE 8: VOTING

All decisions hereunder shall be by mutual agreement of the Parties.

ARTICLE 9: DURATION/TERMINATION

9.1 This Agreement shall remain in effect indefinitely.

9.2 Either Party may terminate this Agreement by providing not less than 120 days prior written notice to the other Party.

ARTICLE 10: NOTICES

Any notices or other communications in connection with this Agreement shall be sent by first class mail, postage prepaid, addressed as follows:

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If to Dole Express: Mr. John Trummel
DOLE OCEAN CARGO EXPRESS, INC.
9485 Regency Sq. Blvd., Suite 425
Jacksonville, Florida 32225

If to KOLTD: Ms. Christy Garcia-Ugalde
KING OCEAN SERVICES LIMITED
11000 N.W. 29th Street
Suite 201
Miami, Florida 33172

ARTICLE 11: ASSIGNMENT

Neither Party may assign its rights or delegate it obligations under this Agreement to any person, firm or corporation without the prior written consent of the other Party. The consent of either Party will not unreasonably be withheld. Nothing contained herein shall be construed as creating any rights in favor of any third parties, including but not limited to any party which may assert that it is a third party beneficiary hereof.

ARTICLE 12: GOVERNING LAW; TIME AND PLACE FOR SUIT

12.1 This Agreement shall be construed in accordance with and governed by the general maritime law of the United States of America. Notwithstanding anything contained herein to the contrary, both parties reserve all rights defenses and limitations to which it is entitled under COGSA and both Dole Express' and KOLTD's standard bill of lading form just as though each such right, defense and limitation were set out here in their entirety.

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12.2 Notice in writing of any dispute, controversy or claim arising out of or relating to this contract or a breach thereof must be given in writing thirty (30) days of the occurrence giving rise to the dispute, controversy, claim or breach. In any event, either party shall be discharged from, any and all liability unless suit is brought within one (1) year from the date the dispute, controversy, claim or breach arose. Any suit against Dole Express may be brought only in the United States District Court for the Eastern District of Louisiana and any suit against KOLTD only in the United States District Court for the Southern District of Florida.

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Services Limited Space Charter
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SIGNATURE PAGE

IN WITNESS WHEREOF the parties have agreed this 30th day of January, 2013, to amend this Agreement as per the attached page and to file same with the U.S. Federal Maritime Commission.

DOLE OCEAN CARGO EXPRESS

By _____

Date 1/9/13

KING OCEAN SERVICES LIMITED

By _____

Date 1/28/13

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