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GWF/CROWLEY SPACE
CHARTER AGREEMENT
FMC Agreement No. _____
First Edition
Original Title Page

cc: OGC

GWF/CROWLEY SPACE CHARTER AGREEMENT

012178



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GWF/CROWLEY SPACE
CHARTER AGREEMENT
FMC Agreement No. 012178
First Edition
1st Revised Page 1

1. Full Name. The full name of this Agreement is the GWF/Crowley Space Charter Agreement.
2. Purpose. The purpose of this Agreement is to permit one party to charter space to the other party and to cooperate with each other in carrying out such chartering in the Trade (as defined in Article 4).
3. Parties. The following are the respective names and addresses of the principal offices of the Parties to this Agreement:

<u>Name</u>	<u>Office Address</u>
Great White Fleet Liner Services Ltd. ("GWF")	550 S. Caldwell Street Charlotte, NC 28203
Crowley Latin America Services, LLC ("Crowley")	9487 Regency Square Blvd. Jacksonville, FL 32225-8126

4. Geographic Scope. The geographic scope of this Agreement is the trade (the "Trade"), via any combination of direct, transshipment or intermodal service, from (a) ports in Costa Rica and inland and coastal points via such ports to (b) ports in Florida and U.S. inland and coastal points served via such ports.

5. Overview of Agreement Authority.

(a) Crowley shall charter to GWF space for the carriage in the Trade of a maximum of 25 forty-foot equivalent container units ("FEUs") per week. The Parties may also pool, lease or sublease containers or other equipment to each other.

(b) The Parties are authorized to consult and agree in writing upon such general operational, administrative and accounting matters and other related 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 space, forecasting, stevedoring and terminal operations, stowage planning, recordkeeping, responsibility for loss or damage, payment amounts and procedures, force majeure circumstances, insurance, liabilities, claims, indemnification, security charges and related security matters, stowaways and treatment of reefer and/or hazardous and dangerous cargoes; provided, however, that no agreement requiring filing under Section 5 of the U.S. Shipping Act of 1984 (the "Act") shall become effective unless and until it has been filed and become effective under the Act.

(c) Nothing herein or in any charter of space pursuant hereto shall be construed as a demise or partial demise of a vessel. At all times during any voyage on

which cargo, containers or other equipment are carried hereunder, the Master, his delegates, the officers and crew shall be and remain the employees or agents of the carrier chartering out the space and not the employees or agents of the carrier chartering in the space.

6. Officials and Delegations of Authority. Legal counsel for this Agreement or for any Parties shall have authority, with full power of substitution, on behalf of the Parties to file this Agreement with the U.S. Federal Maritime Commission, to execute and file with the Commission any modification to this Agreement agreed to by the Parties, and to execute and submit to the Commission any associate documents and other information in support thereof.

7. Duration and Termination. This Agreement shall take effect on the date it becomes effective pursuant to the Act and shall continue in effect until terminated. Either Party may terminate this Agreement on 90 days notice to the other Party.

8. Force Majeure. Neither Party will be liable for failure or delay in performance under this Agreement that is due to any "force majeure" cause (i.e. a natural disaster, strike, war, insurrection, act of god, or major mechanical breakdown beyond the reasonable control of such Party). In such case, the Party suffering the force majeure event shall notify the other Party of the event, specifying the expected period of time of total or partial interruption of performance, and shall exercise its best efforts to minimize the damage to the other Party.

9. Applicable Law and Arbitration.

(a) This agreement shall be governed by and construed exclusively in accordance with the laws of the State of New York and the general maritime law of the United States. All disputes in connection with this Agreement, which cannot be resolved amicably, shall be resolved by arbitration in New York, New York, under the rules of the Society of Maritime Arbitrators, Inc. before a panel of three arbitrators, one appointed by each Party and a third to be appointed by the arbitrators appointed by the Parties.

(b) Nothing in this Article shall relieve any Party of its obligations to comply with the Shipping Act of 1984. This Article 9 shall also be subject to the terms (including any law or jurisdiction provision) of any bill of lading or other contract of carriage applicable to any shipment hereunder.

10. Non-Assignment. No Party shall assign its rights or delegate its duties under this Agreement to any other person or entity without the prior written consent of the other Parties.

11. Notices. Any notice to a Party under this Agreement shall be served on the Party by registered mail addressed to the party at the address set forth in Article 3 of this Agreement. Copies of such notice may be communicated for information only by fax or email. Notice will be deemed received as per records of delivery from the post office.

12. Enforceability. If at any time during the performance of this Agreement, any provision hereof shall be held to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain valid and be enforceable to the full extent permitted by law.

13. Counterparts. This Agreement may be executed in counterparts.

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FMC AGREEMENT NO. 012178-001

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OFFICE OF
FEDERAL MARITIME COMMISSION
MODIFICATION NO. 1 TO THE
GWF/CROWLEY SPACE CHARTER AGREEMENT
(FMC NO. 012178)

The undersigned hereby modify the GWF/Crowley Space Charter Agreement (FMC No. 012178) between Great White Fleet Liner Services Ltd. and Crowley Latin America Services, LLC by revising Page 1 thereof to read as set forth in the attached 1st Revised Page 1.

This revision shall become effective upon the effective date of this Modification under the U.S. Shipping Act of 1984.

IN WITNESS WHEREOF, the undersigned have caused this Modification to be executed as of September 12, 2012.

GREAT WHITE FLEET LINER SERVICES LTD.

By Wade S. Hooker
Wade S. Hooker,
Attorney-in-Fact

CROWLEY LATIN AMERICA SERVICES, LLC

By Wade S. Hooker
Wade S. Hooker,
Attorney-in-Fact