

GWF/CROWLEY SPACE
CHARTER AGREEMENT
FMC Agreement No. 012178
First Edition
1st Revised Substitute-Original 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")	<u>550 S. Caldwell Street</u> <u>Charlotte, NC 28203</u>
	250 East Fifth Street Cincinnati, OH 45202
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