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CROWLEY/SEALAND SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. 201307

Expiration Date: None.



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1. Full Name of the Agreement: The full name of this Agreement is the Crowley/Sealand Space Charter Agreement.
  
- 2: Purpose of the Agreement: The purpose of this Agreement is to authorize Crowley to charter space to Sealand 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 (individually a "Party" and together, the "Parties") to this Agreement:  
  
Crowley Latin America Services, LLC ("Crowley")  
9487 Regency Square Boulevard  
Jacksonville, FL 32225  
  
Maersk Line A/S DBA Sealand ("Sealand")  
2801 SW 149<sup>th</sup> Avenue  
Miramar, FL 33027
  
4. Geographic Scope of the Agreement: The geographic scope of the Agreement is the trade between Port Everglades, FL on the one hand and Haiti and the Dominican Republic on the other hand (the "Trade").

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5. Overview of Agreement Authority:

- (a) Crowley shall charter to Sealand, and Sealand shall purchase from Crowley, on a used/not used basis, space for 70 TEUs on each round trip voyage of Crowley's weekly service in the Trade. The Parties are authorized to discuss and agree on the terms and conditions of the chartering of such space. Sealand may use the space made available under this Agreement for the carriage of cargo and containers that originate in and/or are destined to, ports and places beyond the geographic scope of the Agreement.
- (b) Subject to space availability, Crowley may make additional space available to Sealand on particular sailings of its vessels on this service on an ad hoc basis.
- (c) Sealand shall not sub-charter space received under this Agreement to any third-party without the prior written consent of Crowley.
- (d) Each of the Parties shall be responsible for terminal and stevedoring costs relating to cargoes moving under their respective bills of lading and their own containers. Crowley is authorized to arrange for stevedoring of Sealand containers and cargo, with costs billed to Sealand, either directly or indirectly.
- (e) The Parties are authorized to make such other provisions as are necessary or desirable for the effective operation of this Agreement, including stowage planning, recordkeeping, responsibility for loss or damage, insurance, force majeure, the handling and resolution of

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claims and other liabilities, indemnification, documentation and bills of lading, and the treatment of dangers, hazardous and/or out-of-gauge cargoes; provided that no such provision requiring filing under the U.S. Shipping Act of 1984 shall become effective unless and until it has been filed and become effective thereunder.

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 sixty (60) days' prior written notice to the other Party, provided, however, that such notice may not to be given until this Agreement has been in effect for ten (10) months.

8. Duration and Termination of the Agreement:

(a) 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

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shall the effective date of this Agreement be earlier than the effective date under the Shipping Act of 1984, as amended.

(b) The Agreement shall remain in force until: (i) terminated in accordance with Article 7; (ii) terminated by the unanimous agreement of the Parties; or (iii) terminated upon written notice with immediate effect for default by 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.

(c) Notice of any such termination shall be promptly provided to the Federal Maritime Commission. Any voyage of a vessel on which space has been chartered 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.

9. 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 Southern District of Florida for the purpose of any dispute arising concerning this Agreement or its subject matter, construction or effect.

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IN WITNESS HEREOF, the parties have caused this agreement to be signed by their  
duly authorized representatives as of this 30<sup>th</sup> day of May, 2019.

CROWLEY LATIN AMERICA SERVICES, LLC

By:   
Name: Rudy Leming  
Title: V.P. Crowley Logistics

MAERSK LINE A/S DBA SEALAND

By: \_\_\_\_\_

Name:

Title:

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IN WITNESS HEREOF, the parties have caused this agreement to be signed by their  
duly authorized representatives as of this 31 day of May, 2019.

CROWLEY LATIN AMERICA SERVICES, LLC

By: \_\_\_\_\_

Name:

Title:

MAERSK LINE A/S DBA SEALAND

By: Thiago Goumaras Courb

Name: THIAGO GOMARAS COURB

Title: CHIEF LINE OFFICER