

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
Page
1 of 2

2. AMENDMENT/MODIFICATION NO. 0013
3. EFFECTIVE DATE 05/04/2009
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY DOT/Maritime Administration, MAR-380
1200 New Jersey Ave SE, MAR380 W26-429
Washington, DC 20590
CODE 00091
7. ADMINISTERED BY (If other than Item 6) DOT/Maritime Administration, CR Acquisition
500 Poydras Street, Room 1223
New Orleans, LA 70130-3394
CODE 00093

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)
Crowley Technical Management, Inc.
9487 REGENCY SQ BLVD
JACKSONVILLE, FL 32225-8126
9A. AMENDMENT OF SOLICITATION NO.
9B. DATED (SEE ITEM 11)
(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. DTMA8C05008
(X) 10B. DATED (SEE ITEM 13) 07/25/2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
No Funding Information

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

- CHECK ONE
- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 - B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 - C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual agreement of the parties for the purpose of implementing a NOVATION AGREEMENT
 - D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
In accordance with provisions of FAR 42.1204 and attached NOVATION AGREEMENT agreed to by both parties as of May 4, 2009, the contractor's name is changed from Crowley Liner Services, Inc. to Crowley Technical Management, Inc.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
Sharon Simmons, Contracting Officer
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Milton G. Spears
15B. CONTRACTOR/OFFEROR
Sharon Simmons
(Signature of person authorized to sign)
15C. DATE SIGNED
7/9/09
16B. United States of America
BY *M.G. Spears*
(Signature of Contracting Officer)
16C. DATE SIGNED
07/09/2009

Line Item Summary	Document Number DTMA8C05008/0013	Title Name Change	Page 2 of 2
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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No Changed Line Item Fields

Previous Total:
Modification Total:
Grand Total:

NOVATION AGREEMENT

Crowley Liner Services, Inc., a corporation duly organized and existing under the laws of Delaware with its principal office in Jacksonville, Florida ("CLS" or "Transferor"); and Crowley Technical Management, Inc., a corporation duly organized and existing under the laws of Delaware with its principal office in Jacksonville, Florida ("CTM" or "Transferee"); and the United States Maritime Administration ("Marad") enter into this Agreement as of May 4, 2009.

- (a) The parties agree to the following facts:
- (1) The Government, represented by various Contracting Officers of Marad, has entered into contracts with the Transferor, namely: Contract No. DTMA8C05004 for CAPE WASHINGTON, DTMA8C05008 for CAPE TAYLOR, DTMA8C05014 for CAPE INTREPID, and DTMA8C05019 for WRIGHT. The term "the contracts", as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.
 - (2) As of November 8, 2008, the Transferee has been formed as a subsidiary of Crowley Technical Services, LLC to perform certain of Crowley's ship management and other management agreement functions.
 - (3) Management and administrative personnel involved in the ship management function have been transferred from Transferor to Transferee.
 - (4) The Transferee will assume all obligations and liabilities of the Transferor under the contracts by virtue of this Agreement.
 - (5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.
 - (6) The Transferee has entered into a Management Service and Crewing Agreement with Transferor to provide crew personnel for the vessels,

crew management, ISM DOC systems and certifications, and vessel communications to the Transferee.

(7) It is consistent with the Government's interest to recognize the Transferee as the successor party in interest to the contracts.

(b) In consideration of these facts, the parties agree that by this Agreement:

(1) The Transferor confirms the transfer of the contracts to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the actions had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect

to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer of this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee:

- (i) Assumes under this Agreement; or
- (ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By: *M. L. Spence*
Title: Procuring Contracting Officer

CROWLEY LINER SERVICES INC.

By: *Robert M. M...*
Title: *VP/CM*

CROWLEY TECHNICAL MANAGEMENT INC.

By: *T. S. ...*
Title: *Secretary*