

202-010982-011

2nd Revised Title Page

FLORIDA - BAHAMAS SHIPOWNERS AND OPERATORS ASSOCIATION  
AGREEMENT

RECEIVED

'88 JUL 29 A10:44

FEDERAL MARITIME  
COMMISSION  
OFFICE OF THE SECRETARY

FMC Agreement No. 205-010982

Cooperative Working Arrangement



TABLE OF CONTENTS

	<u>Page No.</u>
Article 1: Name of Agreement .....	2
Article 2: Purpose .....	3
Article 3: Parties .....	4
Article 4: Geographic Scope .....	5
Article 5: Authority .....	6
Article 6: Officials and Delegations of Authority .....	8
Article 7: Membership, Withdrawal, Readmission and Expulsion .....	9
Article 8: Voting .....	11
Article 9: Duration and Termination .....	12
Article 10: Neutral Body Policing .....	13
Article 11: Prohibited Acts .....	14
Article 12: Consultation, Shippers' Requests and Complaints .....	15
Article 13: Independent Action .....	16
Article 14: Service Contracts .....	16a
Article 15: Meetings and Procedure .....	17
Article 16: Expenses and Office Arrangements .....	18
Article 17: Definitions .....	19
Article 18: Filing Agent .....	20
Article 19: Administrative Regulations .....	21
Signature Page .....	22

RECEIVED

'88 JUN -7 12:25

FEDERAL MARITIME  
COMMISSION  
OFFICE OF THE SECRETARY

EFFECTIVE  
JUL 22 1988  
Federal Maritime Commission

ARTICLE 1. NAME OF AGREEMENT

This Agreement shall be known as the Florida - Bahamas  
Shipowners and Operators Association, hereinafter called  
the "Association."

ARTICLE 2. PURPOSE

This association is to provide a forum among ocean common carriers serving the geographic scope as hereinafter defined to discuss and agree, on a voluntary basis, on rates, charges, rules classifications, and practices governing the transportation of cargo, whether moving in all water or in through transportation service under through bill of lading or otherwise, in the trade. The objectives of the Association are to maintain competitive, non-destructive ocean common carrier services in the trade.

Lib

FLORIDA-BAHAMAS SHIPOWNERS  
AND OPERATORS ASSOCIATION  
FMC Agreement No. 202-010982

2<sup>nd</sup> Revised  
Page No. 7

delivery of cargo, consolidation and consolidation allowances, absorptions, equalizations, substituted or alternate port service, other allowances, container yards, and container freight stations. The Members are not authorized by this Article to publish a common tariff or tariffs, and have no obligation to adhere, other than voluntarily, to any agreement reached pursuant to the authority in this Article.

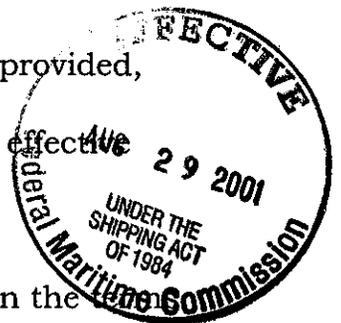
3. discuss and enter into agreements with other carriers serving the trade not members of this Association or other conferences serving the trade or the foreign destinations of the trade; provided, however, such agreements shall not be implemented until filed and effective pursuant to the terms of the Shipping Act, 1984.

4. discuss and exchange information, including statistics or compilations or analyses thereof, relating to transportation conditions in the trade.

5. negotiate with any Shipper's Association as defined in Section 3(24) of the Shipping Act of 1984.

6. discuss and agree upon sailing and tonnage rationalization; provided, however, such agreement shall not be implemented until filed and effective pursuant of the terms of the Shipping Act, 1984.

7. any two or more Members may agree among themselves upon the and conditions pursuant to which any one of them may charter space on the



FLORIDA-BAHAMAS SHIPOWNERS  
AND OPERATORS ASSOCIATION  
FMC Agreement No. 202-010982-031

Substitute  
Original Page No. 7A

vessel(s) of another Member on an ad hoc, sporadic, emergency or interim basis, i.e., not to exceed 90 days, for the transportation of cargo in the Trade pursuant to the rules and procedures set forth in Annex A of this Agreement which is incorporated herein by reference. Any on-going space charter arrangement involving two or more of the parties shall be authorized by a separate agreement filed with the FMC. The Agreement shall submit reports to the FMC on a quarterly calendar year basis reflecting all chartering arrangements effected between or among the Parties pursuant hereto and specifying, for each such arrangement, (i) the names of the chartering and underlying carrier parties, (ii) the amount of space chartered expressed in twenty-foot equivalent units (TEUs); (iii) the commencement and termination dates; and (iv) ports of loading and discharge.

AUG 29 2001

Lib 4

FLORIDA-BAHAMAS SHIPOWNERS  
AND OPERATORS ASSOCIATION  
FMC Agreement No. 202-010982

21<sup>st</sup> Revised Page No. 4

ARTICLE 3: PARTIES TO THE AGREEMENT

The Members of the Association are:

Tropical Shipping and Construction Co., Ltd.  
821 Avenue E  
Riviera Beach, Florida 33404

Pioneer Shipping Ltd.  
3250 N.W. North River Drive  
Miami, Florida 33142

Crowley Liner Services, Inc.  
P.O. Box 2110  
Jacksonville, Florida 32203

Seaboard Marine, Ltd.  
8050 79<sup>th</sup> Avenue  
Miami, Florida 33166

Arawak Line Ltd.  
705 S.E. 24<sup>th</sup> Street  
Ft. Lauderdale, Florida 33316

Bahamas Ro Ro Service (Freeport), Inc.  
P.O. Box 13016  
Fort Lauderdale, Florida 33316

G&G Marine, Inc.  
760 NE 7<sup>th</sup> Avenue  
Dania, Florida 33004

Caicos Cargo Ltd.  
dba  
Turks Island Shipping Line  
1580 S.E. 26<sup>th</sup> Street  
Ft. Lauderdale, FL 33316



ARTICLE 4. GEOGRAPHIC SCOPE

The geographic scope of the Association is between ports of the United States located between Jacksonville, Florida, and Key West, Florida, on the one hand, and ports located in the Bahamas, Turks, Caicos and Providenciales Islands and the Cayman Islands, British West Indies, on the other hand, including points located within the Continental United States (excluding Hawaii and Alaska) and points in the nations of the Bahamas, Turks, Caicos and Providenciales Islands, and the Cayman Islands, British West Indies via the aforementioned ports, hereinafter referred to as the "Trade."

'95 NOV 21 10:15

## ARTICLE 5. AUTHORITY

In all or any portion of the Trade, by Trade or by Trade sections, any two or more Members are authorized to: 1. discuss agree upon, establish, maintain, cancel and revise common or differential rates (including but not limited to commodity, volume, time volume, time-revenue, service contract and project rates, and consistent with the Shipping Act of 1984, loyalty contract rates), rules, classifications, charges, practices, privileges, terms and conditions of service, brokerage compensation, and credit terms, for the movement and handling of all-water and intermodal shipments (whether on a single-factor, multi-factor, minibridge, microbridge, joint, proportional or other basis) of commodities in the trade.

2. discuss, agree upon establish, maintain, cancel and revise rules, classifications, charges, practices, privileges, and terms and conditions of service, relating to base ports and points, per diem, free time and detention on carrier-provided containers, chassis and related equipment, furnishing or leasing equipment to or from shippers, consignees, inland carriers and others, collection agents at destination, interchange and transshipment with connecting carriers, (including but not limited to transshipments of cargoes moving in foreign-to-foreign commerce in which the trade hereunder is a portion of such foreign-to-foreign movement,) and terminal shoreside loading operations, including wharfage, free time and demurrage, receipt, vanning, handling, handling, storage, pickup and



## ARTICLE 6. OFFICIALS AND DELEGATIONS OF AUTHORITY

The Members of the Association, in authorized meetings, shall constitute the plenary authority. An authorized meeting shall include, in addition to meetings of the Members, discussion and agreement between or among any two or more Members. The Association shall appoint one of its members as its Chairman for a one-year term.

The Association may, from time to time, establish standing, ad hoc, and any other committees and sub-committees ("committees") as they consider necessary to conduct the business of the Association and the decision of the committees shall be deemed the decision of the Association, unless specifically limited by the Association. Unless otherwise unanimously agreed, each member shall be entitled to full and equal membership on any committee established by the Association and may designate the person or persons selected to represent it for said purposes. The Association may also conduct its business through oral, written telephone, telegraphic and telex polls upon which Association action is taken.

The Chairman, or a member of the Association designated by him, shall chair meetings of the Association and its committees.

ARTICLE 7: MEMBERSHIP, WITHDRAWAL, READMISSION AND EXPULSION.

(a) Any ocean common carrier (as defined in the Shipping Act of 1984) which is regularly engaged as an ocean common carrier in the trade or which furnishes evidence of ability and intention in good faith to institute and maintain a regular service in the trade, may hereafter become a Member of this Association by signing this Agreement or a counterpart copy and furnishing the same to the Members. No carrier complying with the conditions set forth in the first sentence of this Article shall be denied admission. Prompt advice of any denial, together with a full statement of the reasons therefore, shall be furnished to the Commission. Every application for participation shall be acted upon promptly, and prompt notice of admission to membership shall be furnished to the Federal Maritime Commission in the form of an amendment to this Agreement, and no such admission shall be effective prior to the receipt by the Commission of such amendment.

(b) any Member may withdraw its membership in this Association by giving sixty (60) days' written notice to each other Member. Notice of withdrawal shall be promptly furnished to such Commission in the form of an amendment to this Agreement and shall be effective upon receipt by the Commission.

(c) No Member may be expelled against its will or otherwise terminated as a Member except for abandonment of service in

the Trade or failure to abide by all the terms and conditions of this Agreement, including payment of obligations hereunder. No expulsion shall become effective until a detailed statement setting forth the reasons therefor has been furnished the expelled Member and a copy thereof submitted to such Commission. Said expulsion shall become effective only upon receipt by the Commission of an appropriate amendment to this Agreement. A carrier which has been expelled may, during the first year after expulsion, be readmitted only by vote of the other Members based on their determination that the expelled Member will abide by the Agreement in the future and otherwise qualifies for membership under this Agreement.

ARTICLE 8. VOTING

~~Decisions reached under this Agreement shall be by mutual agreement of all members entitled to vote, Any discussions and agreements between or among any two or more members, in which agreements are reached, shall be by mutual agreement of those members participating, it being fully understood that no member is required to adhere, other than voluntarily, to any decision reached.~~

ARTICLE 9. DURATION AND TERMINATION

This Agreement shall be effective upon its filing with the Federal Maritime Commission and effectiveness pursuant to the Shipping Act of 1984 and shall remain in effect until terminated.

This Agreement may be terminated by:

- (1) mutual agreement of the Members, or
- (2) upon resignation of all but one member of  
this Association

Notice of termination will be promptly filed with the Federal Maritime Commission.

ARTICLE 10. NEUTRAL BODY POLICING

Not Applicable

ARTICLE 11, PROHIBITED ACTS

The Association shall not boycott or take any other action resulting in a refusal to deal, or engage in any predatory practice designed to eliminate the participation, or deny entry in a particular trade, of a common carrier not a member of the Association, a group of common carriers, an ocean tramp, or a bulk carrier.

ARTICLE 12. CONSULTATION, SHIPPERS' REQUEST AND COMPLAINTS

Rules implementing requests for consultation and shippers requests or complaints. (hereinafter collectively referred to as shipper requests) shall be published in the tariffs of the Members. Shipper requests will be received by any Member which will immediately transmit them to the other Members and shall place the shipper requests on the next Association agenda for action by the Association. The Members shall promptly inform the shipper of the disposition of its requests upon Association consideration.

ARTICLE 13. INDEPENDENT ACTION

The Members, having no obligation to adhere, other than voluntarily, to any agreement reached hereunder, agree that each Member may take independent action on any matter and that they will provide written notice to the Chairman of any such independent action taken within one (1) calendar day of having taken such action. The Chairman shall immediately distribute all independent action notices to all Members.

ARTICLE 14: SERVICE CONTRACTS

RECEIVED

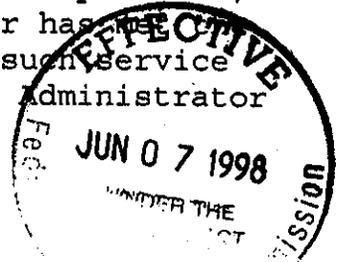
(a) Service Contracts.

'98 MAY 14 P2:19

(1) The individual Members are authorized to negotiate, offer, enter into, amend, or decline to offer or enter into, or amend, service contracts with shippers, shippers' associations, and other shipper groups (collectively, "Shippers") for the movement of cargo moving within all or any portion of the Trade covered by this Agreement.

(2) The Members are authorized to enter into individual service contracts containing the aggregate volume agreed to with a shipper, which will be executed individually by those Members participating in such contracts and will be published in each participating Members' essential terms publication with a listing of all Members participating in carrying the aggregate volume and cross-referencing to the other tariffs. Each service contract and publication of the service contract will require that the Shipper notify the Administrator of the Agreement, on not less than a monthly basis (who in turn will notify the participating Members), of shipments made under the service contracts with the Members and the total quantity shipped. Service contracts of the Members participating in carrying the aggregate volume will be given an service contract number designated by the Administrator, and this number must appear on each bill of lading in order to count as a shipment under the service contracts and count toward the aggregate volume.

(3) Unless otherwise stated in a service contract, once a service contract is executed by the Member and the contracting shipper, a Member may not withdraw its participation in carrying the aggregate volume for a shipper unless a provision is included in the service contract affording the Shipper the right to a reduction in the minimum volume commitment in proportion to the amount of cargo carried by that Member up until the effective date of its withdrawal, provided, however, that in no case shall the remaining shipments required to satisfy the minimum volume commitment be reduced by more than twenty percent; provided however that any member may, if a service contract so provides, withdraw from further participation after a shipper has met its minimum quantity commitment of cargo set forth in such service contract, upon at least thirty days' notice to the Administrator



and the Shipper. In the event a Member withdraws from the Agreement it may, at its option, continue to participate in any service contract under this Agreement to which it is a party and may discuss and agree upon all matters related to the continued performance of all service contracts related to that aggregate volume; provided, however, that the withdrawing carrier cannot participate in any discussion concerning material changes in the service contracts in effect as of the date of the Member's withdrawal from the Agreement, nor may the member continue its service contract beyond the termination date of that service contract in effect as of the date of the Member's withdrawal from the Agreement. Whether or not it exercises its option to continue its participation in a service contract, any Member who withdraws or is expelled from the Agreement shall remain liable for any liabilities undertaken or created pursuant to the service contract in which it was a participating carrier prior to its withdrawal or expulsion.

(b) Guidelines Applicable to Service Contracts

(1) The members may adopt, repeal or amend standards or guidelines for the negotiation of all or a portion of the service contracts entered into pursuant to this Agreement. Any standards or guidelines may be uniform for all shippers or may be different based on a shippers's volume or type of cargo, geographic routing, date of execution or filing of the service contract, beneficial vs. non-beneficial ownership of cargo, direct control of cargo flows, financial qualifications, service or equipment requirements, other transportation factors, commercial or marketing considerations, anticipated freight revenue, and/or other matters affecting or relating to implementation of a service contract. Such standards or guidelines may govern contract duration, volume of traffic, rates and all other matters that would otherwise be filed in a tariff, minimum and maximum revenue or cargo volume requirements, relationships of contract provisions to tariff rates or rules, standard contract terms, commodities covered, credit, surcharges, accessorial charges, rules, provisions for adjustment of rates or other contract terms, provisions for premature termination of the service contract, forwarder or broker compensation, service levels and commitments, liquidated damages, liability for and collection of deadfreight, limitations on the liability of the Agreement or the individual Members, bonding, security or any

other financial responsibility requirements, force majeure provisions, limitations on the assignment of contract rights and liabilities, dispute resolution, provisions under which a contracting shipper agrees to limit its further access to service contracts, governing laws, contract enforcement, and such other subject matters deemed to be essential terms or otherwise described in regulations of the Federal Maritime Commission governing service contracts.

(2) Notwithstanding any other provision of this Agreement, the Members shall, at all times, be free to repeal or amend any or all negotiating standards or guidelines on any of the foregoing matters. No Member is required to adhere, except voluntarily, to any guidelines or negotiating standards adopted unless the guideline is included in a specific service contract.

(c) Specific Guidelines for Service Contracts

(1) The duration of a service contract shall not exceed two years;

(2) A service contract shall commence on January 1 or, if necessary, may commence later but in all such instances the service contract shall terminate on December 31 of the first or second calendar year;

(3) No service contract shall contain a provision which permits or requires a service contract rate to be revised either due to the publication of another tariff or service contract rate ("most favored shipper") clause) or the offering of another tariff or service contract rate;

(4) Each surcharge applicable to a service contract shall be separately stated in such service contract; and

(5) No Member may participate in more than one service contract with the same Shipper at the same time, which service contracts cover, in whole or in part, the transportation of the same cargo over the same route or any segment of the same route.

ARTICLE 15. MEETINGS AND PROCEDURE

(a) Regular Association meetings shall be held as agreed upon by the Members.

(b) Notwithstanding subparagraph (a) hereof, any two or more members may, without notice to any other party, hold meetings with one another pursuant to the authority of this Agreement.

(c) Any agreements reached at meetings taking place pursuant to subparagraph (b) hereof shall be promptly minuted in writing, and copies of such minutes shall be promptly provided to the Executive Director, the other parties to the Agreement and to the Federal Maritime Commission.

ARTICLE 16. EXPENSES AND OFFICE ARRANGEMENTS

Expenses of the Association shall be apportioned among  
the Members as they agree from time to time.

ARTICLE 17. DEFINITIONS

Words defined in the Shipping Act of 1984 and the Federal Maritime Commission regulations promulgated pursuant to the Act have the same definition and meaning when used in this Agreement.

ARTICLE 18. FILING AGENT

Each member hereof appoints Neal M. Mayer and/or Paul D. Coleman of the law firm of Hoppel, Mayer & Coleman, 1000 Connecticut Avenue, N.W., Washington, D.C., 20036, as its representative on behalf of such member to file with the Federal Maritime Commission this Agreement and all amendments or re-publications thereof. This Agreement and each amendment or a republication of the Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one Agreement, notwithstanding that all parties are not signatory to the same counterpart.

ARTICLE 19. ADMINISTRATIVE REGULATIONS

The Members may implement the Association Agreement through administrative regulations, resolutions and decisions, all of which shall be binding on the Members.

FLORIDA-BAHAMAS SHIPOWNERS  
AND OPERATORS ASSOCIATION  
FMC Agreement No. 202-010982

24th Revised Page No. 22

IN WITNESS WHEREOF, the Members have caused this agreement to be executed below by their duly authorized representative this 23<sup>rd</sup> day of April 1998.

TROPICAL SHIPPING AND CONSTRUCTION CO., LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-Fact

PIONEER SHIPPING, LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-Fact

CROWLEY LINER SERVICES, INC.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

SEABOARD MARINE, LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact



ARAWAK LINE, LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

BAHAMAS RO RO SERVICE (FREEPORT), INC.

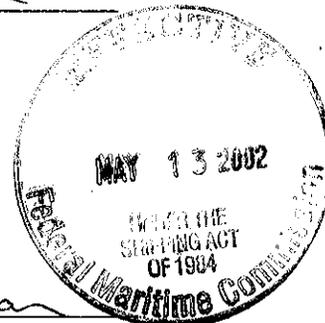
By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

G&G MARINE, INC.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

CAICOS CARGO LTD.  
dba  
TURKS ISLAND SHIPPING LINE

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

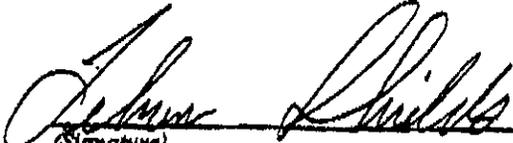


FLORIDA-BAHAMAS SHIPOWNERS  
AND OPERATORS ASSOCIATION  
FMC Agreement No. 202-010982

Original Page No. 22B

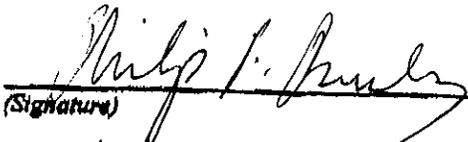
In witness whereof, the member has caused this agreement to be executed below  
by its duly authorized representative this 1<sup>st</sup> day of July, 1999.

BAHAMAS RO RO SERVICE (FREEPORT), INC.  
P.O. Box 13016  
Fort Lauderdale, FL 33316

  
(Signature)

Please Print Name: Lebron Shields Title: Pres.

FLORIDA-BAHAMAS SHIPOWNERS AND OPERATORS ASSOCIATION

  
(Signature)  
Philip F. Busby, Executive Director



ANNEX A

RULES AND PROCEDURES FOR  
SPACE/SLOT CHARTERING AMONG MEMBERS

The Members of the Bahamas Shipowners and Operators Association Agreement, FMC Agreement No. FMC 202-010982, hereby establish, pursuant to Article 5.7 of the Agreement, the following rules and procedures governing space/slot chartering arrangements among the Members:

SECTION 1: DEFINITION OF TERMS

As used herein, a Member who charters vessel capacity from another Member is the "charterer"; a Member whose vessel capacity is chartered by another Member is the "underlying carrier"; and the shipper who tenders the cargo to the charterer is the "underlying shipper".

SECTION 2: MEMBERS' RIGHTS AND OBLIGATIONS

(a) Any Member may advise any other Member at any time of the need for, or the availability of, vessel capacity for chartering purposes. Except as provided in Subsection 2(b) hereof, a Member may charter space or slots under such Member's operational control to another Member on any vessel used for the transportation of cargo within the scope of the Agreement.

(b) Space/slot chartering shall be strictly voluntary. No Member shall be obligated to charter space or slots to or from any other Member except as any Members may, from time to time, mutually agree.

(c) Cargo shipments made pursuant to this Annex shall be consigned to the charterer and transported by the underlying carrier on a contract basis.

(d) Compensation for any shipments under space/slot charter arrangements between or among Members shall be as the parties to such arrangements may agree.

(e) Nothing herein shall be construed as a demise or partial demise of any vessel of any Member. At all times during any voyage on which cargo, containers or other equipment are carried pursuant to the terms of a space/slot charter arrangement entered into hereunder, the Master, his delegates, the officers and crew shall be and remain the employees and agents of the underlying carrier only and shall not be or deemed to be the employees or agents of the charterer.

(f) The charterer and underlying carrier shall make such ancillary terminal, operating, administrative and other arrangements as may be needed to conduct and perform space/slot chartering pursuant hereto, and shall exchange such booking data, shipping documents, tariff information and other material as they may require for that purpose.

(g) An underlying carrier will ensure that its personnel will, in accordance with any instructions of the charterer, maintain, repair and inspect the charterer's equipment.

SECTION 3: LIABILITIES

(a) Charterer. The charterer shall, with respect to the underlying shipper, employ its regular bill of lading and strictly adhere to applicable published tariffs. The charterer shall be liable to the underlying shipper and shall receive and process claims for cargo loss and damage in the same manner and to the same extent and degree as if the cargo had been transported on the charterer's own vessel. The charterer shall indemnify and hold harmless the underlying carrier for damage to property, death, injury or illness resulting from misdescription of goods, improper stowage of goods within containers, or defect in the construction of containers tendered by the charterer to the underlying carrier. The charterer shall also indemnify the underlying carrier for any fines, penalties, duties or other expenses imposed on the latter due to errors in cargo manifests or any other documents, whether furnished by the charterer or the underlying shipper, if the charterer is liable for such errors.

(b) Underlying Carrier. Subject to the terms and conditions of the space/slot charter arrangement, the underlying carrier shall indemnify the charterer, as provided in the Carriage of Goods by Sea Act, 46 U.S.C. §§ 1301-1315, for liability to the underlying shipper in connection with any loss or damage to property caused by the underlying carrier.

(c) Force Majeure. Except as may be otherwise specifically provided in a space/slot charter arrangement, the obligations of the parties to an arrangement shall be excused to the extent that the existence and continuance of conditions beyond the parties' control render either the underlying carrier or the charterer, or both, unable to carry out their obligations. Such conditions include but are not limited to: war, civil commotion, invasion, rebellion, hostilities, strikes, labor disputes, sabotage or other work stoppages, unusually severe weather, regulations or orders of governmental authorities, legal intervention, acts of God, inability to obtain materials or services. A party asserting the existence of such conditions as an excuse for non-performance shall promptly give written notice of such conditions to all other parties to the charter arrangement.

(d) Perishable Cargoes. Unless otherwise specifically provided in a space/slot charter arrangement, the underlying carrier shall not be held liable for damage to the cargo if the charterer fails to take delivery of all containers said to contain perishable cargoes moving in dry or temperature-controlled equipment within twenty-four (24) hours after said containers have been made available for pick-up from the underlying carrier.

SECTION 4: AMENDMENT OF THIS ANNEX

The procedures herein may be amended only by unanimous vote of all Members entitled to vote.

IN WITNESS WHEREOF, the Members have caused this agreement to be executed below by their duly authorized representative this 2<sup>8th</sup> day of March 1997.

TROPICAL SHIPPING AND CONSTRUCTION CO., LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-Fact

PIONEER SHIPPING, LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-Fact

CROWLEY LINER SERVICES, INC.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact



SEABOARD MARINE, LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

ARAWAK LINE LTD.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

BAHAMAS RO RO SERVICE (FREEPORT), INC.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact



G&G MARINE, INC.

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact

CAICOS CARGO LTD.

dba

TURKS ISLAND SHIPPING LINE

By: Paul D. Coleman  
Name: Paul D. Coleman  
Title: Attorney-in-fact