

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, exchange information relating to, agree upon, establish, maintain, cancel and revise uniform 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, as amended, loyalty contract rates) in connection with the transportation of cargo moving within the all-water and intermodal Association authority (whether on a single-factor, multi-factor, minibridge, microbridge, joint, proportional or other basis), it being understood that the discussion of and agreement upon rates does not includes discussion of or and voluntary agreement upon rates in specific individual service contracts, existing or proposed.
~~specific rates, differentials among Members' rate levels, negotiations, bids and proposals applicable to cargo or pursuant to or in relation to particular service contracts, existing or proposed.~~
2. Discuss, agree upon, establish, maintain, cancel and revise rules, classifications, charges, surcharges, 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

5. Negotiate with any shipper's association as defined in Section 3(22) of the Shipping Act of 1984, as amended.

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

7. Charter space to and/or from each other 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 Members shall be authorized by a separate agreement filed with the FMC. The Association shall submit reports to the FMC on a quarterly calendar year basis reflecting all chartering arrangements effected between or among the Members pursuant hereto and specifying, for each such arrangement, (i) the names of the chartering and underlying carrier Members, (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.

8. Enter into service contracts as provided in Article 12 hereof.

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2. **Individual Service Contracts.** Any Member may, individually or jointly with other Members, separately and independently from the Association, negotiate and enter into service contracts for cargo moving within the Trade. The Members are authorized, but not required, ~~to discuss their respective individual service contracts and~~ to discuss, adopt, repeal or amend voluntary guidelines relating to the terms and procedures of all or a portion of their individual service contracts (excluding any specific individual service contract, existing or proposed). Any voluntary guidelines adopted shall be confidentially submitted to the Federal Maritime Commission and shall explicitly state the right of the Members not to follow any or all of the guidelines adopted.

ARTICLE 15: DEFINITIONS

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

ARTICLE 16: FILING AGENT

The Executive Director and/or a law firm to be designated by the Members from time to time shall have authority to execute and file all amendments to this a Agreement on behalf of the Association. This a Agreement and each amendment or a republication of the a Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one Agreement, notwithstanding that all Members are not signatory to the same counterpart.

ARTICLE 17: ADMINISTRATIVE REGULATIONS

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

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IN WITNESS WHEREOF, the Members have caused this Agreement to be
executed below by duly authorized representative this 18 day of May 2004.

ATLANTIC CARIBBEAN LINE, INC.

By: Philip Busby
Philip F. Busby, Executive Director

CAICOS CARGO LTD., d/b/a TURKS ISLAND SHIPPING LINE

By: Philip Busby
Philip F. Busby, Executive Director

CROWLEY LINER SERVICES, INC.

By: Philip Busby
Philip F. Busby, Executive Director

G & G MARINE, INC.

By: Philip Busby
Philip F. Busby, Executive Director

PIONEER SHIPPING, LTD.

By: Philip Busby
Philip F. Busby, Executive Director

SEABOARD MARINE, LTD.

By: Philip Busby
Philip F. Busby, Executive Director

TROPICAL SHIPPING & CONSTRUCTION CO., LTD.

By: Philip Busby
Philip F. Busby, Executive Director

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MAY 21 11:36
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE