

FLORIDA-BAHAMAS SHIPOWNERS AND  
OPERATORS ASSOCIATION  
FMC Agreement No. 010982-037  
2<sup>nd</sup> Edition

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~~Substitute 1<sup>st</sup> 2<sup>nd</sup> Revised Page No. 3~~

~~Cancels~~

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FEDERAL MARITIME COMM

ARTICLE 3: MEMBERS

The members of the Association (individually a "Member" and jointly  
"Members") are:

Tropical Shipping and Construction Co., Ltd.  
Four East Port Road  
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 2116  
Jacksonville, Florida 32203-2116

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

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~~

Atlantic Caribbean Line, Inc.  
18 Fisherman's Wharf  
Fort Pierce, FL 34950

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**ARTICLE 4:           GEOGRAPHIC SCOPE**

The geographic scope of the Association is between Atlantic and Gulf ports of the United States located between Eastport, Maine, and Brownsville, Texas ~~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."

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.

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

**ARTICLE 6: OFFICIALS AND DELEGATIONS OF AUTHORITY**

1. 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 may appoint an Executive Director and an Administrator to serve at the pleasure of the Association. The ~~Executive Director~~ Administrator shall carry out all decisions of the Association including, but not limited to, obtaining and maintaining office facilities; maintaining records as required by law or the Association; filing reports as required by law or the Association; and such other duties as the Association may deem necessary or desirable for its efficient and lawful operation.

2. 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.

3. The Executive Director, or a member of the Association designated by him, shall chair meetings of the Association and its committees, and other duties as the Association deems necessary or desirable for its efficient and lawful operation.

**ARTICLE 13: MEETINGS AND PROCEDURE**

1. Regular Association meetings shall be held as agreed upon by the Members.
2. Notwithstanding subparagraph (1) hereof, any two or more Members may, without notice to any other Member, hold meetings with one another pursuant to the authority of this agreement.
3. Any agreements reached at meetings taking place pursuant to subparagraph (2) hereof shall be promptly minuted in writing, and copies of such minutes shall be promptly provided to the Executive Director, ~~the other Members of the Association~~ and to the Federal Maritime Commission.

**ARTICLE 14: EXPENSES AND OFFICE ARRANGEMENTS**

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

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IN WITNESS WHEREOF, the Members have caused this Agreement to  
be executed below by duly authorized representative this 8th day of March 2005.

ATLANTIC CARIBBEAN LINE, INC.

By: \_\_\_\_\_  
Philip F. Busby, Administrator

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

By: \_\_\_\_\_  
~~Philip F. Busby, Executive Director~~

CROWLEY LINER SERVICES, INC.

By: \_\_\_\_\_  
Philip F. Busby, Administrator

G & G MARINE, INC.

By: \_\_\_\_\_  
Philip F. Busby, Administrator

PIONEER SHIPPING, LTD.

By: \_\_\_\_\_  
Philip F. Busby, Administrator

SEABOARD MARINE, LTD.

By: \_\_\_\_\_  
Philip F. Busby, Administrator

TROPICAL SHIPPING & CONSTRUCTION CO., LTD.

By: \_\_\_\_\_  
Philip F. Busby, Administrator