Original Title Page

# ABC DISCUSSION AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. 203-011550-007
(2nd Edition)

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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of the Agreement is the ABC Discussion Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is through authorization of discussion, consultation and development of consensus to foster commerce, service and stability in the trade while maintaining the parties' freedom of competitive action.

ARTICLE 3: PARTIES TO THE AGREEMENT

1) KING OCEAN SERVICES LIMITED
7570 Northwest 14th Street
Miami, Florida 33126
Nationality: Panama

2) SEABOARD MARINE LTD. ("SEABOARD")
8001 N.W. 79th Avenue
Miami, FL 33166

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ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement shall be between United States Atlantic and Gulf ports and inland points served via such ports and ports and points in Aruba, Bonaire and Curacao, Netherlands Antilles (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

(1) The signatories, through their membership or through duly designated representatives (which may include one or more member lines of each of the signatories), may confer and meet together jointly or with one another to discuss the following matters, and to commission, prepare, issue and circulate joint reports and statements relating thereto:

(a) The signatories are authorized, but not required, to meet, exchange information or otherwise discuss their separate tariffs, general rate levels, service items, rules and service contracts, in the trade. The authority of the signatories includes, discussion and consideration, of all aspects of transportation and service in the trade, including general rate levels, charges, classifications, practices, terms, conditions and rules and regulations applicable to transportation of cargo in the Trade and to service provided in connection therewith, notice periods for changing rates, service items, port-to-port rates, overland rates, mini-land-bridge rates, interior point intermodal rates, proportional rates, through rates, inland portions of through rates, joint rates, minimum rates, surcharges, arbitraries, volume rates, time/volume rates, project rates, freight-all-kinds rates, volume incentive programs, loyalty arrangements of fidelity commission systems, conforming to the antitrust laws of the United States, consolidation, consolidation allowances, rates on commodities exempt from tariff filing, absorptions, equalization, substituted (alternate port) services, allowances, freight forwarder compensation, brokerage, the conditions determining such compensation or brokerage and the payment thereof, receiving, handling, storing, and delivery of cargo, designation of base ports and points, pick up and delivery charges, free time practices, detention, demurrage, container depots, terminals and other points of cargo receipt, vanning, devanning, furnishing equipment to or leasing equipment from shippers/consignees/inland carriers/others, collection

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agents at destination, rules regarding the time and currency in which the signatories collect their rates and charges, including credit rules and privileges and the enforcement thereof (including suspension and restoration of credit privileges), maintaining and distributing information and data and statistics and all other practices, rules, regulations and matters ancillary to transportation of cargo moving within the scope of this Agreement.

(b) Developments and changes affecting transportation by member lines of the several signatories, such as containerization, unitization, palletization, cargo inspection, port and terminal costs and related charges, and intermodal transportation generally;

(c) Establishment and maintenance by the signatories of a common credit system, policing system or cargo inspection system;

(d) Public relations regarding the services provided by the signatories and by their respective member lines;

(e) Promotion of commerce in trades served by the signatories;

(f) Legal questions;

(g) Proposed or enacted legislation of any government; actual or proposed executive decisions and orders of any government; actual or proposed decisions or other actions of the courts, administrative agencies, port authorities, or other agencies or instrumentalities of any government; and actual or proposed decisions or other actions of terminal conferences or other associations of carriers, shippers or other persons concerned with the foreign commerce of the United States; and

(h) Discussion, negotiation, execution, amendment and termination of joint and/or individual contracts with third parties for professional services with respect to matters relating to the authority contained herein including, but not limited to, the administration of detention/demurrage collection programs and collection of outstanding freight and charges.

(2) This Agreement does not authorize any common tariffs. All parties collectively, or any two or more parties separately, may jointly enter into service contracts for cargo moving in the Trade or any portion thereof and the Agreement may adopt voluntary, non-binding guidelines relating to the terms and procedures of a party's or parties' individual service contracts which shall be submitted to the Federal Maritime Commission confidentially. The parties are not required hereunder to agree upon, or if they do agree, to adhere to any uniform rates, charges, practices, conditions of service, or other decisions. Each party shall designate a point or points of entry for receipt of all inter-party communications in connection with the operation of this Agreement.

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(3) Any signatory to this Agreement or individual carrier participating in this Agreement as a member of a signatory conference may meet in person, by telephone or conduct business by written, fax or other electronic exchanges. At any meeting in order to foster a consensus, any signatory to this Agreement or individual carrier participating in this Agreement as a member of a signatory conference may communicate directly with each other and express their views with respect to any matter authorized herein.

(4) To further assist in discussions, any signatory to this Agreement or individual carrier participating in this Agreement as a member of a signatory conference may communicate directly with some or all of the other individual member lines and exchange information with them, with respect to any matter authorized herein prior to Discussion Agreement meetings.

(5) The parties may charter space to, from and among each other on vessels owned or operated by them on such terms and conditions as they shall agree. The parties may also jointly establish sailing schedules, port rotation, limit sailings and jointly advertise each others vessels, provided, however, that any such activities in which the members engage pursuant to this Article 5(5) shall be on an *ad hoc*, interim (defined to mean for a period not to exceed ninety (90) days), sporadic or emergency basis, it being understood that all on-going space charter arrangements (and other activities) shall be pursuant to separate and discreet agreements filed with the Federal Maritime Commission.

(6) The Agreement shall submit to the FMC separate and sequentially numbered confidential minute records on a quarterly calendar year basis reporting all charter arrangements entered into between or among the members 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 container united (TEU's); (iii) the commencement and termination dates; and (iv) the port or ports from or to which it applies.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATION OF AUTHORITY

(1) The signatories may appoint administrative officials as they deem appropriate and shall share the expenses of the Agreement as they may determine from time to time. Upon the unanimous vote of the parties, the Agreement is authorized to enter into a contract (s) with respect to administrative and support services.

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(2) The persons authorized to execute and file the Agreement or any subsequent modifications thereto with and submit associated supporting materials to the Federal Maritime Commission are Associated Conferences Secretariat or such other persons as the parties may hereafter designate in writing.

ARTICLE 7: MEMBERSHIP

(1) Any ocean common carrier which is regularly engaged in the Trade, directly or by transshipment, or which furnishes evidence of ability and an intention in good faith to institute and maintain a regular service in the Trade, or any conference of such carriers (as defined in the Shipping Act of 1984), may hereafter become a party to this Agreement by signing the Agreement or a counterpart copy thereof and furnishing the same to the Chairman and paying an admission fee of $2000.00 (U.S.).

(2) No ocean common carrier which has complied with the conditions set forth in this Article shall be denied admission or readmission to membership. Prompt notice of admission to membership shall be furnished to the Federal Maritime Commission by amendment to this Agreement and no admission shall be effective prior to the postmark date of such notice. Advice of any denial of admission to membership, together with a statement of the reasons therefore, shall be furnished promptly to the Federal Maritime Commission.

(3) Each applicant for admission shall sign a copy of this Agreement. Upon dissolution of the Agreement, all sums of money remaining in the Agreement treasury, after payment of all expenses, shall be divided among the parties at the time of dissolution pro rata.

(4) A party which is a joint venture or consortium of two or more ocean common carriers but operated as a single entity shall be treated as a single party for all purposes under this Agreement.

(5) Any Member may resign without penalty from the Agreement effective not less than thirty (30) days after filing a written notice with the Agreement office, which shall promptly serve the notice on the other Members. Notice of the resignation of any Member shall be furnished promptly to the Federal Maritime Commission by amendment to this Agreement.

(6) The filing of a notice of resignation shall not, until the resignation becomes effective, relieve a party of its obligations under this Agreement, but a party shall not, after filing of a notice of resignation, be entitled to vote on any matter which is to become effective after the date of its resignation, or on any amendment of this Agreement.

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(7) Computation of outstanding obligations of any resigning party, unless otherwise agreed to by the remaining parties, shall include all financial obligations entered into by the Agreement at the time the party became a party to the Agreement and subsequent thereto up to the effective date of the party's resignation. The resigning party shall also be responsible for its share of the current year's administration fee, plus the next three (3) months fee towards any financial obligations that the Agreement undertook while it was a party or to which the Agreement became a party to while it was a party.

(8) No party may be expelled against its will from the Agreement except for failure to maintain an ocean common carrier service within the scope of this Agreement (said failure to be determined according to the minimum sailing requirements set forth in paragraph (10) below) or for failure to abide by the terms and conditions of this Agreement. Expulsion must be authorized by unanimous vote of all parties entitled to vote, excluding the party whose expulsion is at issue.

(9) No expulsion shall become effective until a detailed statement setting forth the reasons therefore has been furnished to the expelled party and a copy thereof has been submitted to the Federal Maritime Commission.

(10) In the event that a party shall fail to have a sailing within the scope of this Agreement during any period of ninety (90) consecutive days, strikes and force majeure excepted, such party shall not be entitled to vote on any and all Agreement matters, and the right to vote shall be restored only after such party has loaded cargo and sailed a vessel in the Trade. Failure to have a sailing within the scope of the Trade during any period of one hundred twenty (120) consecutive days, strikes a force majeure excepted, shall constitute cause for expulsion.

(11) In the event that a party has failed to pay an expense invoice issued by the Agreement within sixty (60) days from the date it is issued, it shall lose all privileges under this Agreement. The party shall not have its privileges reinstated until it has paid all past due expense invoices.

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ARTICLE 8: VOTING

Except as otherwise provided in Articles 6, 7 and 10 hereof, there is no voting under this Agreement. Any consensus or agreement reached by some or all parties hereunder shall be a matter of voluntary adherence by those parties choosing to so agree. Provided, however, that any matter submitted to Agreement shall be acted upon promptly by the parties.

ARTICLE 9: CIVIL PENALTIES

In the event civil penalties are imposed on the Agreement as a result of:

(i) the failure of one or more parties to prepare and arrange for the filing of minutes of any discussion conducted or agreement reached outside of a regularly scheduled or convened meeting of the Agreement; or

(ii) the failure of one or more parties to submit in a timely manner the data necessary to complete the quarterly monitoring reports of the Agreement;

such penalties and all costs associated therewith (including but not limited to attorneys' fees) shall be the responsibility of the parties that participated in such meeting(s) or failed to provide the monitoring report data, and said parties shall be liable to non-participating parties (with respect to minutes) or compliant parties (with respect to monitoring reports) for any civil penalties and all costs associated therewith (including but not limited to attorneys' fees) such non-participating or compliant parties may be required to pay as a result of the conduct described in this Article 9.

ARTICLE 10: ARBITRATION

Any disputes arising out of or in connection with this Agreement, including the payment of civil penalties and costs under Article 9, shall be resolved by arbitration before a single arbitrator in New York, NY, said arbitrator to be agreed upon by the party or parties on opposing sides of the issue. Failing such agreement, the arbitrator shall be appointed by the President of the Society of Maritime Arbitrators of New York, Inc. The arbitration shall be conducted pursuant to the procedural rules of the said Society of Maritime Arbitrators.

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ARTICLE 11: DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall enter into force, and may be implemented, as of the first day it becomes effective pursuant to the Shipping Act of 1984. This Agreement shall continue in effect indefinitely until cancelled by the parties.

ARTICLE 12: AMENDMENTS AND EXECUTION

This Agreement may be modified by majority agreement of the signatories and any modification hereto shall be executed in writing. If it is executed by separate counterparts, each such counterpart shall be deemed an original, all of which together shall constitute a single instrument.

ARTICLE 13: INDEFINITE PARTIAL SUSPENSION OF AUTHORITY

The authority contained in Articles 5(1) through 5(4) of this Agreement is suspended with respect to the trade to/from Curaçao as of the effective date of the amendment adding this Article 13, and such authority shall not be exercised with respect to Curaçao until the signatories agree to terminate the suspension, which termination shall be effective on the date an amendment deleting this Article 13 has become effective under the Shipping Act of 1984, as amended.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties to Agreement No. 202-011550 hereby agree this 1st day of February, 2018, to amend the Agreement as per the attached page and to file same with the U.S. Federal Maritime Commission.

King Ocean Services Limited

By: _____
Name: Wayne Rohde
Title: Attorney-in-Fact

Seaboard Marine Ltd.

By: _____
Name: Wayne Rohde
Title: Attorney-in-Fact

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