

**Tropical Shipping and Construction Company Limited.**

**CONFIDENTIAL SERVICE CONTRACT No. DEIMESS237**

Amendment Effective Date: July 26, 2010

This confidential service contract ("Contract" or "Agreement") is entered into between Tropical Shipping and Construction Company Limited located at C/O Tropical Shipping USA, LLC, [REDACTED] Box 10683, Riviera Beach, FL 33419-0683 ("Tropical" or "Carrier") and LSJ ("Customer" or "Shipper").

The Customer undertakes to tender and Tropical undertakes to carry the Commodity(s) under the following terms and conditions.

- (1) Origin port range: Port of Palm Beach FL Crown Bay Seaport St Thomas USVI
- (2) Destination port range: Crown Bay Seaport, St Thomas, USVI Port of Palm Beach, FL
- (3) Commodity(s): as specified in Addendum A.
- (4) Minimum Volume Commitment ("MVC"): Teu's: 30
- (5) Service Commitment Subject to the terms of this Contract, Tropical agrees to furnish an adequate number of containers and sufficient space on a regularly scheduled service to transport the MVC.
- (6) Tropical shall invoice and Customer agrees to pay charges set forth in the freight invoice or rated bill of lading which shall be based on the rates and charges as provided in this Contract. Except as specifically provided herein, all shipments under this Contract are subject to the terms, conditions, exceptions, rules, regulations and charges set forth in Tropical's governing tariff.
- (7) Duration. This agreement shall become effective upon the signatures of Tropical and Customer. No cargo will move under the terms of this agreement until such is filed. The effective date of this contract is 12:01 AM EST on January 31, 2009 and shall expire 11:59 PM EST on January 31, 2011.
- (8) Shipment Records and Record keeper. The records maintained to support shipments under this agreement are Bill(s) of Lading, Shipping Manifests and other related documents between the contract parties. Requests for records from governmental authorities shall be made to Corporate Pricing, Tropical Shipping and Construction Company Limited, [REDACTED] Box 10683 Riviera Beach, FL 33419-0683, telephone 561-881-3900.

Customer, by its signature hereunder certifies its status and the status of all of its affiliates entitled to access this Agreements as

Cargo Owner(Shp/Cog)  Shipper acting as an NVOCC  
 Member of a Shipper's Association  Other

IN WITNESS WEREOF the parties have entered into and executed this Agreement as of the date written above.

**Tropical Shipping and Construction  
Company Limited**

**LSJ**

**301 East 66th Street  
Suite 10F  
New York Ny 10065**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

By: Emad Hanna  
Name: EMAD HANNA  
Title: PROJECT CONTROLLER  
Date: 7/28/10

**Tropical Shipping and Construction Company Limited**  
Confidential Service Contract No. **DEIMESS237**  
**Addendum A**

Any cargo not covered above will be transported subject to Carrier's published tariffs.

RATES:

**Rate 1: BUILDING MATERIALS AND HARDWARE**

Load Port: Port of Palm Beach, FL

Discharge Port: Crown Bay Seaport, St Thomas, USVI

Equipment Type: Reefer; Equipment Size: 20; Rate Basis: Per Container

Rate Unit: PC; Service Type: Ocean Port to Ocean Port

Ocean Charge: \$3,438.00

Assessorial Charge(s):

Bunker: \$210.00; Reefer Surcharge: \$25.00; Security: \$100.00

Rate Notes: Rate includes Handling, Landing and Bill of Lading. Rate applicable on a Prepaid and Collect basis.

**Rate 4: REFRIGERATED CARGO NOS**

Load Port: Port of Palm Beach, FL

Discharge Port: Crown Bay Seaport, St Thomas, USVI

Equipment Type: Reefer; Equipment Size: 40X; Rate Basis: Per Container

Rate Unit: PC; Service Type: Ocean Port to Ocean Port

Ocean Charge: \$5,651.00

Assessorial Charge(s):

Bunker: \$420.00; Reefer Surcharge: \$50.00; Security: \$200.00

Rate Notes: Rate includes Handling, Landing and Bill of Lading. Rate applicable on a Prepaid and Collect basis.

**Rate 5: BUILDING MATERIALS AND HARDWARE**

Load Port: Port of Palm Beach, FL

Discharge Port: Crown Bay Seaport, St Thomas, USVI

Equipment Type: Non-Applicable; Equipment Size: LTL; Rate Basis: Weight/Measure

Rate Unit: CWT/CFT; Service Type: CFS to CFS

Ocean Charge(M): \$2.06

Assessorial Charge(s):

Bill of Lading: \$45.00; Bunker(M): \$0.25; Security(M): \$0.10

Rate Notes: Rate applicable on a Prepaid and Collect basis. Rate also applies to DSM, Machinery and Marine Equipment.

**Rate 6: BUILDING MATERIALS AND HARDWARE**

Origin: Newark CFS, NJ; Load Port: Port of Palm Beach, FL

Discharge Port: Crown Bay Seaport, St Thomas, USVI

EH

Equipment Type: Non-Applicable; Equipment Size: LTL; Rate Basis: Weight/Measure  
Rate Unit: CWT/CFT; Service Type: CFS to CFS  
Ocean Charge(M): \$2.98  
Assessorial Charge(s):  
Bill of Lading: \$45.00; Bunker(M): \$0.25; Security(M): \$0.10  
Rate Notes: Rate applicable on a Prepaid and Collect basis. Rate also applies to DSM, Machinery and Marine Equipment.

Rate 7: BUILDING MATERIALS AND HARDWARE  
Load Port: Crown Bay Seaport, St Thomas, USVI  
Discharge Port: Port of Palm Beach, FL  
Equipment Type: Dry Box; Equipment Size: 20; Rate Basis: Per Container  
Rate Unit: PC; Service Type: Ocean Port to Ocean Port  
Ocean Charge: \$1,669.00  
Assessorial Charge(s):  
Bunker: \$210.00; Security: \$100.00  
Rate Notes: Rate includes Handling, Landing and Bill of Lading. Rate applicable on a Prepaid and Collect basis. Rate also applies to DSM, Machinery and Marine Equipment.

Rate 8: BUILDING MATERIALS AND HARDWARE  
Load Port: Crown Bay Seaport, St Thomas, USVI  
Discharge Port: Port of Palm Beach, FL  
Equipment Type: Non-Applicable; Equipment Size: LTL; Rate Basis: Weight/Measure  
Rate Unit: CWT/CFT; Service Type: CFS to CFS  
Ocean Charge(M): \$3.06  
Assessorial Charge(s):

(c) by Tropical providing 30 days written notice upon the customer meeting  
not set forth; or (d) upon termination of Carrier Service.  
The parties agree that the terms, conditions and exceptions of this  
those terms required by law to be publicly disclosed, are Confidential. Both  
disclose such confidential terms to third parties, and to take reasonable means  
information is not disclosed by its employees or agents.  
Agreement shall be construed and governed by the laws of the State of  
arbitrating out of this contract shall be arbitrated in Miami, FL. One arbitrator shall  
of the parties hereto and a third by the two so chosen. Their decision, or that  
shall be final, and for the purpose of enforcing any award, this Agreement may  
court. The arbitrators shall be commercial people, conversant with shipping  
shall be conducted in accordance with the rules of the Society of Maritime  
disputes where the total amount claimed by either party does not exceed US  
arbitration shall be conducted in accordance with the Shortened Arbitration  
Society of Maritime Arbitrators Inc.  
withstanding any other provisions of this Agreement and to the extent that  
may fail to meet any obligations imposed by its terms owing to 'Force  
of the Agreement shall, to that extent, be deemed to have been frustrated  
for breach or liability thereunder shall arise as a consequence thereof. For  
the term 'Force Majeure' shall mean and include, without reservation,  
acts of God, including weather, fire, flood, explosion, war, actions or request  
sickness, accident, labor trouble or shortage, holiday schedule, inability to obtain  
equipment, or any other events of a similar nature or kind. Tropical's  
Force Majeure shall be provided to applicable Customer in writing within 45 days  
of such declaration commenced, and Carrier's determination shall be  
Assessorial charges noted in Addendum A are those in effect at time of contract  
for information purposes only. All cargo moving under the terms of this contract  
assessorials, surcharges and rules as published and in effect at the time of  
this Contract's Governing Tariff of Applicability.  
Cargo moving under this contract will automatically be insured under Carrier's  
additional expense unless written alternate insurance instructions are provided.  
It is understood that stowaways are found on board a vessel, either in a container or

- by the other party; or  
the volume commitment  
(2) Confidentiality Clause:  
Agreement, except for  
parties agree to not dis  
to ensure that such inf  
(3) Applicable Law: This A  
Florida. All disputes ar  
be appointed by each o  
of any two of them, sh  
be made a rule of the c  
matters. The arbitratio  
Arbitrators Inc. For dis  
\$100,000.00 the arbitra  
Procedure of the Societ  
(4) Force Majeure: Notwith  
Tropical or Customer m  
Majeure', performance  
and no cause of action  
the purposes hereof, th  
limitation or restriction  
of governmental autho  
material, power or equ  
determination of Force  
after circumstances cau  
conclusive.  
(5) Contract Rates: Access  
signature and are for in  
shall be subject to all a  
shipment in the Carrier  
(6) Marine Insurance: Car  
open cargo policy at ad  
(7) Stowaways: In the eve  
having



**Tally Report** Shipment: 3374028  
Job No: 09648570



**Shipment summary**

Received Cargo Facility: MIAMI CFS  
 Cargo Facility: MIAMI CFS  
 Shipper: [REDACTED] Received: 7/23/2010 02:13pm POL: PPB POD: STT  
 Consignee: [REDACTED] Carrier: UPS

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Service: LCL Ref. Numbers: 1Z3614020357393156

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Pieces: 1 Weight: 52 Cubes: 9.0 Description: STORE MERCHANDISE Package: CARTON(S)  
 \* Prepaid

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Received By: Leslie King Tallied By: Leslie King

**Cargo Details**

Count	Package Type	Description/Hazard/Food	L	W	H	X	Wt	Cubes	
<b>Pallet 1</b>									
1	CARTON(S)	STORE MERCHANDISE	19	19	43	1	0	9.0	
1 pieces on 1 pallets							Totals	1.0 LB	9 CF

**Hazards**

UN #	Proper Shipping Name	Class	Sub 1	Sub 2	PG	Response #	Exc/Lid
NO HAZARDS FOR THIS SHIPMENT							

**Cargo Marks**

Description

954-785-4820 RIVA MOTORSPIRITS  
 TROPICAL WAREHOUSE REF 21404491 REF:1866

**Clauses**

Description

1 CARTON(S) RECEIVED CRUSHED AND TORN.

**Comments**

Text

NO COMMENTS FOR THIS SHIPMENT

Loading Information	Loading Discrepancies
Piece count: _____ Equipment: _____	
Date loaded: _____ Seal: _____	
Cargo inspector's signature: _____	
Part of shipment in other equipment. <input type="checkbox"/> Yes <input type="checkbox"/> No	
If so, what equipment number: _____	

①

3671 North Dixie Highway  
 Pompano Beach, FL 33064-  
 (954) 785-4820

# Invoice

Ticket Number: 21404491

Salesperson: John Myers

Cashier: Jim Cummins

Date: 7/21/2010

**Sold To:**

GORDON, BRICE  
 6100 RED HOOK QUARTERS SUITE  
 ST. THOMAS, USVI, V3 00802  
 340-690-1487

**Ship To:**

TROPICAL WAREHOUSE  
 9505 NW 108TH AVE.  
 ARRANLSJ@YAHOO.COM  
 MEDLEY, FL 33178  
 PO#484371

Tracking #:

**Line Item Breakdown**

<u>Sold</u>	<u>S/O</u>	<u>Lay</u>	<u>P/U</u>	<u>Part Number</u>	<u>Src</u>	<u>Cat</u>	<u>Description</u>	<u>Price</u>	<u>Discount</u>	<u>Sold Now</u>	<u>Special</u>	<u>Bin</u>
				4 11009-1894	KA	KHP	GASKET,EXHAUST	\$7.89	\$5.64	\$22.56	\$0.00	
				4 11061-0360	KA	KHP	GASKET,MUFFLER	\$18.89	\$18.00	\$72.00	\$0.00	
				10 130BB0610	KA	KHP	BOLT-FLANGED,6X10	\$2.89	\$1.65	\$16.50	\$0.00	
				1 17920-HF1-305	HO	HHP	CABLE SET, THROTTLE	\$61.89	\$59.03	\$59.03	\$0.00	
				4 18087-0066	KA	KHP	MUFFLER	\$200.89	\$194.68	\$778.72	\$0.00	
				2 21008-0001	KA	KHP	BREAKER,FAN MOTOR	\$17.89	\$16.98	\$33.96	\$0.00	
				2 27010-1202	KA	KHP	SWITCH, FAN	\$62.89	\$60.75	\$121.50	\$0.00	
				1 27010-1346	KA	KHP	SWITCH,SENSOR WATER	\$79.89	\$76.45	\$76.45	\$0.00	
				2 43015-0036	KA	KHP	CYLINDER-ASSY-	\$286.89	\$279.57	\$559.15	\$0.00	
				4 49107-0042	KA	KHP	COVER-EXHAUST PIPE	\$18.89	\$17.62	\$70.48	\$0.00	
				4 92171-1330	KA	KHP	CLAMP	\$14.89	\$13.78	\$55.12	\$0.00	

**Tax Detail Breakdown**

<u>No Tax</u>	<u>%</u>	<u>Sold Now/Pickup</u>	<u>Special Order/Layaway</u>
		\$0.00	
Total Taxes:		\$0.00	\$0.00

**Summary**

Subtotal	\$1,951.82	\$0.00
Less Discount	\$86.35	\$0.00
Shipping/Handling	\$35.00	\$0.00
Taxable Subtotal	\$1,865.47	\$0.00
Sales Tax	\$0.00	\$0.00
Non-Taxable Subtotal		\$0.00
Invoice Total	\$1,900.47	\$0.00
Amount Applied to this Invoice	\$1,865.47	
Amount To Collect Now	\$35.00	\$0.00
<b>Total Amount Due</b>		<b>\$35.00</b>
VISA/MasterCard (V..8971-0513)		\$35.00

ZF

No returns without a copy of receipt. No returns on electrical parts, tubes, tires, Helmets, CD's/DVD's and eyewear. All sales are final after 30 days. No returns without a return authorization number-you must call for a return authorization number. Return authorization numbers are valid for 15 days. All items must be in original, undamaged package. 20% restock fee applied on all returned items. All sales final on discontinued, sale, and closeout items. All returns are subject to inspection for determination of credit. No cash refunds. ABSOLUTELY NO RETURNS ON SPECIAL ORDER ITEMS OR NON-STOCKING ITEMS.

7/21/2010 11:38:47 AM

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American Export Company  
 1095 Jupiter Park Drive  
 Palm Beach, FL 33458  
 561-741-8887 Fax 561-741-8881

# INVOICE

Inv#	R100729
Date	8/3/2010

<b>Bill To</b>
[REDACTED] Little St. James Island 6100 Red Hook Quarters B3 St. Thomas, USVI 00802

<b>Ship To</b>
[REDACTED] Little St. James Island 6100 Red Hook Quarters B3 St. Thomas, USVI 00802

Number	Terms	Rep	Ship	Via	F.O.B.
[REDACTED]	NET DUE	JACK	8/3/2010	TROPICAL	SOUTH FLORIDA

Quantity	UNITS	Description	Price Each	Amount
2	EA	FULL UNIT LATICRETE 9235 WATERPROOFING MEMBRANE Packaging Full Unit: (36 Full Units/pallet) consisting of: 1 x 6 gal (23 l) pail liquid 1 x 300 ft2 (28 m2) roll fabric 38" (965 mm wide) 1 x 75 ft (23 m) long roll fabric 6" (150 mm wide)	584.00	1,168.00
1	EA	INLAND FREIGHT  JOB# 9659301  *** THESE ITEMS WERE MADE IN THE USA ***	125.00	125.00
<b>Total</b>				\$1,293.00

Phone #	Fax #	E-mail	Web Site
561.741-8887	561.741-8881	[REDACTED]	[REDACTED]

*Smad*  
 8/3/10

L5J#1004  
 07-160