

MEMORANDUM

TO: All USMX Members

FROM: James A. Capo, Chairman and CEO

RE: Master Contract Amendments and Accommodations

DATE: March 22, 2002

Dear Members:

To insure that every member has copies of the Master Contract amendments and accommodations, enclosed herein is a document which includes copies of the Master Contract amendments and accommodations which have been agreed to since October 1, 1996, including a recent accommodation pertaining to the Port of Jacksonville that was executed on January 30, 2002.

Sincerely yours,

James A. Capo

Enc.

USMX—CCC—ILA MASTER CONTRACT

AMENDMENTS & ACCOMMODATIONS

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Exhibit 1

CONTAINER ROYALTY CAP AGREEMENT

1. In the second and third years of the Master Contract, the CAP is fixed at 50 million tons, excluding the Miami tons paid at 55 cents per ton.
2. In the fourth and fifth years of the Master Contract, the CAP shall be raised to 53 million tons, excluding the Miami tons paid at 55 cents per ton.
3. The amount of \$13,364,202, the overage from the first Master Contract year, shall be repaid to the carriers by recovery from the Carrier-ILA Container Freight Station Trust Fund contributions, at 30 cents per ton, which shall commence, as of August 1, 1998 and continue until the full amount is recovered.
4. a) Payment of container royalties shall continue each year after the first contract year until each individual port and/or district royalty fund is notified by the Carriers Container Council that it has reached or exceeded its benchmark port tonnage for the contract year 1996. Notice shall also be provided to the International Longshoremen's Association, AFL-CIO. At that point each carrier shall continue to report and pay its full royalties with 25% being paid to each port and/or district royalty fund and 75% being paid to a carrier escrow fund which funds are to be held in a bank nominated by the carriers. In the Port of Miami, 55 cent tons shall not be included in either its 1996 benchmark tons or in any other tons in the 2, 3, 4, or 5th contract years.

b) At the earliest date on or after October 1st but no later than November 15th of each year, the parties shall determine the amount, if any, attributable to any port and/or district royalty fund which exceeds its benchmark 1996 tonnage. 75% of such amount shall be available for distribution to the carriers. The 25% which each of the ports have collected shall be available to each port unless any of it is needed to reach the amount payable to the carriers. The parties shall work out an appropriate method of crediting the carriers with any such amount.

c) If the carriers have collected an amount over and above the amount due the carriers on the above basis, then any such over-collection shall be returned to the appropriate port and/or district royalty fund, with interest.

d) The above computations shall be verified by the certified public accountant for the Carrier-ILA Container Royalty Fund. Each port and/or district royalty fund shall be obligated to forward to the parties its tonnages, payments and all other information required by the parties at the earliest possible date not later than November 1st of each year.

CONTAINER ROYALTY CAP AGREEMENT
PAGE TWO

5. Any port or district royalty fund failing to pay and report within the limit stated in paragraph 4 shall pay interest calculated on an annual basis of eighteen percent (18%) for each month or part thereof for which a re-payment is not made as liquidated damages.
6. If all payments are not made by March 1st, then the carriers can cease to make further contribution to that port or district until the full amount has been paid with interest. Thereafter, all payments of Container Royalty, including monies withheld, shall be made.
7. In the second through fifth years of the Master Contract the Container Royalty benefit paid to each eligible person in all ports and districts shall not exceed \$16,500.
8. Except as amended by the above, all other provisions of the Master Contract relating to container royalty shall remain as is.

Dated: July 21, 1998
Charleston, SC

MANAGEMENT

THE INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO

By: <u>[Signature]</u> David J. Tolan, Chairman	By: <u>[Signature]</u> John Bowers, President
By: <u>[Signature]</u> James A. Capo	By: <u>[Signature]</u> Al Cernadas, Exec. V.P.
By: <u>[Signature]</u> William Trek	By: <u>[Signature]</u> Robert E. Gleason, Secretary-Trea.
By: <u>[Signature]</u> John Millard	By: <u>[Signature]</u> Benny Holland, Jr. General V.P.
By: <u>[Signature]</u> Bernard E. DeLury	By: <u>[Signature]</u> Gerald Owens, Asst. General Orgr.
	By: <u>[Signature]</u> Frank Lonardo, General Orgr.

Exhibit 2

CONTAINER ROYALTY CAP AGREEMENT

The parties to the Container Royalty Cap Agreement having been notified by the Certified Public Accountant for the Carrier ILA Container Royalty Fund that it is not possible to determine by November 15th of each year the amount, if any, attributable to any port and/or district royalty fund which exceeds its benchmark 1996 tonnage, because the Port of New York will not report its tonnages fully until early in 1999 and because other ports normally take a full quarter year to complete their reports.

Now, therefore, the parties agree as follows:

Paragraph 4 b) of the Container Royalty Cap Agreement is hereby amended by striking out the words "... but no later than November 15" and except as so amended shall continue in full effect in accordance with its terms.

Dated: October 21, 1998
New York, New York

MANAGEMENT

THE INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO

By 
David J. Tolan, Chairman


By 
John Bowers, President

Exhibit 3

MILA - NATIONAL HEALTH PLAN AGREEMENT

1. Date of Agreement

This Agreement to the Master Contract shall become effective upon approval of the parties to the Master Contract but not later than September 27, 1999.

2. National Plan To Be Placed Into Effect

(a) Effective January 1, 2000 MILA will place in effect the CIGNA plan with a gatekeeper for actives. Retirees 65 or older who are eligible under port welfare plans shall receive Part B reimbursement provided they join a Medicare HMO plan that provides pharmaceutical benefits. The MILA Trustees also shall implement a Medicare eligible retiree benefit plan that includes Medicare as primary with supplemental benefits and the MILA pharmacy program (with the retiree paying his own Part B cost). Eligible retirees under age 65 in ports where they presently receive the same benefits as active employees shall continue to receive the benefits provided above. In those ports where retirees receive benefits which are less than benefits received by the actives, they shall receive benefits which are ~~substantially similar~~ ^{equal} to their present benefits.

(b) Any of the MILA ports may decide not to become a participant in the National Program for the remaining term of this Master Contract. In such event this Program shall be placed into effect, nevertheless, for such ports as do decide to become part of the National Program ("the participating ports") providing that the contributions from ports covered by such plan exceed \$95,000,000 for the first calendar year and are estimated to be over \$105,000,000 for the second calendar year.

3. Funding

MILA funding shall consist of all of the following:

- (a) \$4.00 per manhour from such participating ports effective October 1, 1999;
- (b) the \$1.00 per ton container royalty from all participating ports effective October 1, 1999;
- (c) the 45¢ welfare increase effective October 1, 1999 from all ports which do not participate in MILA;
- (d) a 50¢ welfare increase effective October 1, 2000 from all ports which do not participate in MILA; and

Page 2

- (e) any additional funds up to \$30 million which may be required from the Carrier-ILA Container Royalty Fund/Carrier-ILA Container Freight Station Fund (hereinafter collectively the "CFS/CRF Funds").

4. CFS/CRF FUNDS

- (a) Except with respect to funding for CFS Stations and CFS Training, no part of the CFS or CRF Funds shall in any way be used for the benefit of any Fund that is not one of the participating ports.
- (b) The parties to the Trust Agreements creating the CFS/CRF Funds shall amend such Trust Agreements to provide for exclusive use of all future CFS/CRF Funds for MILA purposes only except as provided in (c) below and all parties or any MILA ports hereby give up any and all rights which they now have or hereafter may have to any CFS/CRF funds.
- (c) The two claims now pending before the CFS/CRF Trustees shall be resolved by the Trustees not later than the effective date of this Agreement and the two ports who are claimants shall by their signatures appended to this Agreement agree to accept the determination of the Trustees.
- (d) By becoming parties to the MILA National Health Care plan each port or district binds itself to remain a part of such plan for the balance of this Master Contract and for the entire term of the succeeding Master Contract. Those ports who decide not to become participants may apply for participation during the term of the next succeeding Master Contract under such terms and condition as may be fixed by the Trustees.

5. Pharmaceutical Program

The MILA Pharmacy Program will be funded by MILA only for participating ports as of October 1, 1999 and the program shall be discontinued with respect to beneficiaries in each non-participating port on such date.

6. Master Contract Amended

This Agreement shall be considered an amendment to the Master Contract with respect to the National Health Program and in consideration of the agreement of all parties for the use of the 45¢ and 50¢ welfare increases from non-participating ports by MILA, the carrier members of Management agree to the continued payment of the Second Container Royalty Dollar of the three dollar Container Royalty payment in all non-participating ports which shall continue to be proportionately subject to the terms of the parties' Container

SEP-15-99 (WED) 17:42 DAVID TOLAN

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Page 3

Royalty Cap Agreement. Except as amended by this document, all other provisions of the Master Agreement shall remain in effect.

This Agreement is executed by the President of the International Longshoremen's Association, AFL-CIO, as authorized by the vote of the ILA Wage Scale Committee held on June 23, 1999 and by David J. Tolan, the Chairman of the United States Maritime Alliance Limited, on behalf of Management, by authority granted to him by the resolution of the USMX Board, at a meeting held on July 20, 1999.

Made this 23 day of September, 1999 at the City and State of New York.

John Bowers
JOHN BOWERS, President, ILA

David J. Tolan
DAVID J. TOLAN, Chairman, ~~ESMX~~ G.C.C.
~~with authority, USMX~~

David J. Tolan
Chairman, ~~ESMX~~ G.C.C.

Exhibit 4

June 14, 2000 (Final)

USMX-CCC-ILA AGREEMENT TO EXTEND THE MASTER CONTRACT TO SEPTEMBER 30, 2004

The United States Maritime Alliance Ltd. (USMX) and the Carriers Container Council, Inc. (CCC) together with the International Longshoremen's Association, AFL-CIO, on behalf of its districts and locals, agree to the following three (3) year extension to the Master Contract:

1) **Extension** — An extension from October 1, 2001 to September 30, 2004, for the Master Contract, as well as all Local Agreements pertaining only to containerization and ro-ro.

2) **Wage Increases** — In addition to the \$1 per hour due under the current Master Contract on October 1, 2000 to \$25 per hour for employees making \$24 per hour, a total of \$2.00 per hour shall be given during the extended period as follows:

(1) \$1.00 per hour on October 1, 2001 to \$26 per hour;



(2) \$1.00 per hour on October 1, 2002 to \$27.00 per hour,

(3) An employee who is receiving less than \$24 per hour on September 30, 2001, will be given the above increases on the above dates, which will be added to their current rate;

(4) New employees entering the industry on or after October 1, 2001, will have an entry rate of \$15 per hour. Such employees shall receive the increase of \$1 an hour effective October 1, 2002, if they are employed prior to that date.

3) **MILA Benefit Increase** — In addition to the present contributions made to MILA, the extended contract shall provide for the following increases to the port plans which will be paid to MILA:

(5) the \$4.00 MILA man hour contribution shall be increased by \$.50 per man hour to \$4.50 per hour, effective October 1, 2001 and by an additional \$.50 per man hour on October 1, 2002; and



(6) the above money is dedicated to continuing a defined contribution welfare plan. The Trustees of the MILA Plan shall make such adjustments in the Plan as may be necessary to provide benefits within the contributions available.

4) 700 Hour Plan — MILA will develop and provide a "700 Hour Plan" for eligible employees (and their dependents) who are unable to qualify under the 1,000 hour eligibility rule through no fault of their own, (under such conditions as may be established by the parties to the Master Contract) but who have worked at least 700 hours in the prior contract year. Such plan shall provide the benefits which are 70% of those provided in the MILA National Health Plan. This plan shall be effective January 1, 2001.

5) Future Local Welfare Protection - A further contribution of \$5.50 per hour (or its container royalty assessment equivalent) will be made to the Carrier-ILA Container Royalty Fund ("CRF"), effective October 1, 2002. This amount shall be used for the support of MILA benefits and to help support local port welfare benefits under the following terms and conditions:



(a) Any applicant port must show that it has no fringe benefit funds of any kind or that it will totally expend any such funds it has before using any CRF monies.

(b) Any such port must show that it has not increased any employee benefits (except for wages, pensions, Container Royalty and MLLA benefits) since September 30, 1996.

6) **Container CAP** — Management's share of the Container Royalty Cap Refunds shall be reduced from 75% to 60%, effective October 1, 2002, and the ILA's share shall be reduced from 25% to 20%. The 40% of the CAP not allocated to the carriers shall be used as follows:

(1) 20% to be designated for supplemental cash benefits as determined by the ILA;

(2) 20% to be paid to the CRF Fund for the purposes set forth in Paragraph 5 of this agreement and for such employee benefit purposes as the Trustees may determine.



7) **Productivity** — All of the provisions of the Master Agreement relating to improved productivity shall be implemented at the earliest possible time, but not later than October 1, 2001.

8) **Full Settlement** — The above would be in full and complete settlement of all existing Master Contract terms and conditions pertaining to containerization and ro-ro. Each and every other term and condition of the Master Contract shall continue as presently written, except as modified above.

Executed this 14th day of June 2000 by

UNITED STATES MARITIME ALLIANCE, LTD.

CARRIERS CONTAINER COUNCIL, INC

By 
David J. Tolson, Chairman

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

By 
John Bowers, President

Exhibit 5

MEMORANDUM OF UNDERSTANDING this 14th day of JUNE, 2000, by and between Chiquita Brands Company, North America, Inc. (hereinafter "Chiquita") and the International Longshoremen's Association for itself and Local Unions Nos. 1242, 1242-1, 1291, 1566, 1694, 1883, and 1884 in the Port of Philadelphia, including the Port of Wilmington, Delaware (the locals and International Longshoremen's Association hereinafter collectively "the Unions").

WHEREAS, over the course of the past several years, Chiquita has been utilizing the services of Murphy Marine Services (the "Stevedore") which in turn utilizes members of the Unions in discharging Chiquita's ocean-borne cargoes in the Port of Wilmington, Delaware.

WHEREAS, the stevedore being a subscriber to the Management-ILA Master Agreement, and employing members of the ILA locals in discharging Chiquita's cargoes, is obligated for payments of container royalty contributions to a Fund respecting all of Chiquita's containerized cargoes handled by its Stevedore's ILA-represented employees, per the terms of said agreement, as heretofore modified in amounts only for Chiquita's cargoes in the Port of Wilmington; and

WHEREAS, the outlays for such container royalty contributions reflected in the cost to Chiquita of the services performed by the Stevedore.

WHEREAS, Chiquita has represented to the Stevedore and to the Unions that its current corporate financial situation has substantially deteriorated for which reasons Chiquita requires immediate relief, more specifically, elimination of costs caused by the Stevedore's payment of the container royalty; and

WHEREAS, the Stevedore has demonstrated that it could not continue to service Chiquita should the Stevedore be required to pay the royalty without reimbursement by Chiquita; and

WHEREAS, the Unions recognize the need to reduce Chiquita's costs of doing business through the Port of Wilmington to improve Chiquita's fiscal conditions; and

WHEREAS, the Unions have indicated their willingness to agree to a suspension of the container royalty assessment on Chiquita's Containerized Proprietary Cargoes for the remainder of the Stevedore's present Master Agreement and any possible extension thereof. (An extension is defined as an Agreement between USMX and the ILA to extend the present Master Agreement currently due to expires September 30, 2001).

NOW, THEREFORE, the parties hereto understand and agree as follows:

1. Subject to the provisions of #2 below, the Unions, effective on the date first set forth herein and above, will suspend and agree to forego

imposition and collection of the contractual Management-ILA Container Royalty contributions on Chiquita's Containerized Proprietary Cargoes assessed against the Stevedore for the balance of the term of the present Master Agreement and any possible extension thereof; provided however, that any such extension for the purposes of this Agreement shall be deemed to expire no later than September 30, 2004

2. Although Chiquita is not signatory to any collective bargaining agreement with the Unions nor in any bargaining relationship with the Unions, Chiquita commits to the Stevedore and to the Unions that if Chiquita continues to discharge vessels in the Ports of the Delaware River, then Chiquita will continue to contract only with stevedores who are signatory to the Master Agreement with respect to servicing Chiquita's Wilmington trade; provided however, that Chiquita's obligations hereunder shall terminate as of September 30, 2004; provided, further, that nothing herein shall be construed to create an obligation of Chiquita's part to continue doing business in the Port of Wilmington. The Unions are entitled to rely upon this representation for the period of the suspension of the container royalty assessment. Nothing herein contained shall be construed to impose upon Chiquita a duty to recognize or bargain with the Unions on the issues contained in this Agreement or any issue, whether now or in the future; nor shall this Agreement be construed to create a joint employer or single employer relationship with the Stevedore.
3. As and when the Chiquita's Common Stock, as listed on the N.Y.S.E., equals or exceeds the level of \$50.00 per share, (after giving effect to splits or other recapitalizations) for a period of six (6) consecutive months, the aforementioned suspension will automatically cease and the Stevedore will commence payments of Container Royalty contributions—at the pre-suspension rates—to the Port's Container Royalty Fund, per the terms of the Master Agreement.
4. If during the term of this Agreement, Chiquita should sell or transfer all or part of its operation affecting its Wilmington trade, Chiquita warrants that it will use its best efforts to have the Agreement continued in force.

SO AGREED:

CHIQUITA BRANDS COMPANY,
NORTH AMERICA, INC.

By: *[Signature]*

ILA, on behalf of LOCAL UNION
NOS. 1242, 1242-1, 1291, 1566,
1694, 1883, AND 1884

By: *[Signature]* 1883

[Signature] 1242

[Signature] 1291

[Signature] 1566

[Signature] 1694

[Signature] 1883

[Signature] 1884

Exhibit 6

06/27/00

14:37

NO. 232 022

MEMORANDUM OF UNDERSTANDING this 14th day of June, 2000, by and between Dole Fresh Fruit (hereinafter "Dole") and the International Longshoremen's Association on behalf of its Local Unions Nos. 1242, 1242-1, 1291, 1566, 1694, 1883, and 1884 in the Port of Philadelphia, including the Port of Wilmington, Delaware (hereinafter "the Unions" or "ILA Locals").

WHEREAS, over the course of the past several years, Dole has been utilizing the services of members of the Locals in discharging its ocean-borne cargoes in the Port of Wilmington, Delaware through its utilization of employees of Murphy Marine Services, Inc. (hereinafter "the Stevedore") as its agent for such purposes in that port; and

WHEREAS, the stevedore being a subscriber to the Management-ILA Master Agreement, is obligated for payments of container royalty contributions to a Fund respecting all of Dole's containerized cargoes handled by its ILA-represented employees, per the terms of said agreement, as heretofore modified in amounts only for Dole's cargoes in the Port of Wilmington; and

WHEREAS, the outlays for such container royalty contributions are charged (i.e., passed-on) by the Stevedore to Dole, which it must remit to the Stevedore; and

WHEREAS, Dole has represented to the Stevedore and to the Unions that its current corporate financial situation has substantially deteriorated for which reasons Dole requires immediate relief, more specifically, elimination of any payment to the Stevedore of container royalty; and

WHEREAS, the Stevedore has demonstrated that it could not continue to service Dole should the Stevedore be required to pay the royalty without reimbursement by Dole; and

WHEREAS, the ILA locals recognize the need to reduce Dole's costs of doing business through the Port of Wilmington to improve Dole's fiscal conditions; and

WHEREAS, the ILA locals have indicated their willingness to agree to a suspension of the container royalty assessment on Dole's Containerized Proprietary Cargoes for the remainder of their present collectively bargained Master Agreement and any possible extension thereof. (An extension is defined as an Agreement between USMX and the ILA to extend the present Master Agreement currently due to expires September 30, 2001).

NOW, THEREFORE, the parties hereto understand and agree as follows:

1. Subject to the provisions of #2 below, the ILA locals, effective on the date first set forth herein and above, will suspend and agree to forego imposition and collection of the contractual Management-ILA Container Royalty contributions on Dole's Containerized Proprietary

06/27/00

14:38

TO: 1242-1, 1242-1

NO. 233 503

Cargoes assessed against the Stevedore for the balance of the term of the present Master Agreement and any possible extension thereof.

2. Although Dole is not signatory to any collective bargaining agreement with the ILA nor in any bargaining relationship with the ILA, Dole commits to the Stevedore and to the ILA locals that it will continue its Wilmington trade and further commits that it will continue to contract only with stevedores signatory to the ILA locals with respect to servicing Dole's trade on the Delaware River. The ILA locals are entitled to rely upon this representation for the period of the suspension of the container royalty assessment described in #1 above.

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3. As and when the prices of Dole's stocks on the N.Y.S.E. equals or exceeds the level of \$55.00 per share, as presently constituted for a period of six (6) consecutive months, the aforementioned suspension will automatically cease and the Stevedore will commence payments of Container Royalty contributions—at the pre-suspension rates—to the Port's Container Royalty Fund, per the terms of the Master Agreement.
4. If during the term of this Agreement, Dole should sell or transfer all or part of its operation affecting its Wilmington trade, Dole warrants that it will use its best efforts to have the Agreement continued in force.

SO AGREED:

DOLE FRESH FRUIT

LOCAL UNION NOS. 1242, 1242-1,
1291, 1566, 1694, 1883, 1884

By Dennis Kelly

By George McGowan 1883
James Lacy 1884
John Candelaria 1291
Charles Nuth 1694
Jack Nelson 1242
John W. H. H. 1566
Edith Brown 1242-1

Exhibit 7

INDUSTRY APPELLATE COMMITTEE

2 World Trade Center - 20th Floor

New York, New York 10048

(212) 323-6759

August 10, 2000

Mr. John Bowers
Mr. David J. Tolan
Co-Chairmen

Gentlemen:

The Jurisdiction Committee has met and considered the issues of ILA maintenance jurisdiction and major damage criteria and have agreed upon the following:

- The word "maintenance" as contained in Section 13, Line 1 of the Master Contract shall be interpreted to mean "maintenance and repair".
- The Committee has reaffirmed that major damaged containers and chassis must be repaired in the port where the major damage is discovered or handled in accordance with the procedures outlined in the Master Contract.
- That it is necessary for the Jurisdiction Committee to uniformly implement major damage criteria in all ports and for that purpose to establish a manual which will contain the major damage criteria and pictorial examples thereof. Such manual shall be distributed to all ILA ports on the East and Gulf coasts for the purpose of training ILA personnel in the determination of major damage.
- That it is necessary to implement a system to monitor compliance of repair of major damage in accordance with the Master Contract. For this purpose, it shall be the responsibility of each port to establish a procedure that will verify that all parties are complying with the provisions of the Master Contract in that port. Each port shall provide to the Jurisdiction Committee the procedure established in that port.

• Changes in the major damage criteria:

1. In the category for "crossmember to tee clip" and "tee clip to bottom rail," three severed members shall constitute a major damage.
 2. In the category "door lock rods," the description shall be changed to "only if the door cannot be closed manually and stay closed properly."
- That when a chassis is found to require roadability repair that the repair of that chassis is the jurisdiction of ILA maintenance personnel in that port.
 - The ILA shall continue to have jurisdiction during the term of this extended Master Agreement over all such equipment as its members have historically maintained and which is owned, controlled and operated by CCC/USMX members including, but not limited to (a) container cranes, (b) container handling equipment and (c) container cranes and container handling equipment which is acquired for new deep-sea terminal facilities.

Sincerely


M. Brian Maher


(Benjamin Holland

Co-Chairmen, Jurisdiction Committee

Exhibit 8

AGREEMENT ON SOUTH ATLANTIC DEF SHORTFALL

It is agreed that any shortfall or deficit in vacation & holiday benefits at \$21 per hour by the South Atlantic District Escrow Fund shall be met as follows:

1. For fiscal year 1999-2000 the shortfall estimated at \$7,500,000, shall be met by amendment to the Master Agreement to permit the Carriers-ILA Container Royalty Fund and Carriers-ILA Container Freight Station Fund to make such payment.
2. For all fiscal years thereafter to the end of the extended Master Agreement, any shortfall in the \$21 per hour vacation and holiday benefit shall be paid as follows:
 - a) after payment of all funds presently used for Vacation and Holiday benefits, including the tonnage assessment, man-hour assessment and all of the 1993 dollars; then,
 - b) USMX carrier members shall contribute so much of their container Royalty Cap in the ports of Wilmington, Charleston, Savannah and Jacksonville as may be needed to meet the deficit, including a reserve of not more than \$500,000,
 - c) after all such USMX Carrier Cap payments have been made; if additional funds are needed, then there shall be paid such part of the ILA portion of the Container Royalty Cap for the ports of Wilmington, Charleston, Savannah and Jacksonville as may be needed.
 - d) any balance thereafter, shall be paid by the USMX carriers by November 15th of each year.
3. The DEF assessment rate on all cargo, other than that paid by CCC/USMX carriers, including container break-bulk, bulk, auto and all other commodities on which assessments are made, shall be increased proportionately to the increase applied to such CCC/USMX carriers as a result of this agreement; the appropriate increase will be placed into effect not later than January 1, 2001.
4. Any deficit caused by a work interruption or work stoppage for any reason shall not be made up by the Carriers.

5. The above is in full and final settlement of all issues relating to the South Atlantic Vacation and Holiday Shortfall or deficit issues.
6. All other provisions of the Master Contract shall remain in full force and effect.

Dated this 9th day of November, 2000 at Tampa, Florida

UNITED STATES MARITIME
ALLIANCE LIMITED

By [Signature]
David J. Tolson, Chairman

By [Signature]
James A. Capps, President

SOUTH ATLANTIC & GULF DISTRICT
INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO

By [Signature]
Johnny H. Hines, Jr., President

FOR THE SOUTH ATLANTIC
FLA PORT LOCALS

[Signature]

Wilbert Howell
E. McRae

CARRIERS CONTAINER COUNCIL, INC.

By [Signature]
David J. Tolson, Chairman

SOUTH ATLANTIC EMPLOYERS
NEGOTIATING COMMITTEE

By [Signature]
Stephen W. Tamm, President

By [Signature]
George W. Adams

[Signature]
[Signature]
[Signature]

SOUTH ATLANTIC DISTRICT
ESCROW FUND

By _____

Exhibit 9

This Agreement by and between UNITED STATES MARITIME ALLIANCE, LTD. ("USMX") and the CARRIERS CONTAINER COUNCIL, INC. ("CCC"), on the one hand, and the INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO ("ILA"), on the other hand; Witnesseth,

1. The amendment to the Master Contract of September 22, 1999 is hereby revoked to the extent it restricted the use of Carrier-ILA Container Freight Station Trust Fund ("CFS") / Carrier-ILA Container Royalty Trust Fund ("CRF") funds to the support of the Management - ILA Managed Health Care Trust Fund ("MILA"), as well as CFS Stations and CFS Training and in its place the following provisions are agreed to.

2. CFS/CRF funds are to be used primarily for the purposes set forth above except that when a reserve exists in MILA in excess of \$15 million dollars, then CFS/CRF funds may be used to support other fringe benefits, except pension benefits, in any port or district up to a maximum of \$10 million dollars by the prior mutual agreement of the parties to this agreement.

3. No port or district shall be entitled to any funds which are greater than the monies in either the CFS or CRF (calculated at the time a port or district requests monies under this agreement) which were paid into said fund by the container cargo in the port or district which is to receive such benefit.

4. The Trustees of both the CFS and CRF are hereby directed to amend their trust agreements so that such agreements are consistent with the terms of this agreement.

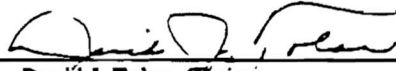
5. Except as amended above, all other terms and conditions of the September 22, 1999 amendment to the Master Contract remain in full force and effect.

Executed this 13th day of December, 2000 by

UNITED STATES MARITIME ALLIANCE, LTD.

CARRIERS CONTAINER COUNCIL, INC.

By


David J. Tolan, Chairman

INTERNATIONAL LONGSHOREMEN'S ASSOCIATION, AFL-CIO

By

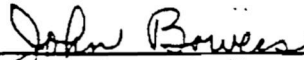

John Bowers, President

Exhibit 10

FPD1 :
DEC-21-00 02:30pm JAMES AGC BILA

PAGE NO. :

DEC 24 2000 11:10AM PT
PAGE 01

DEC-21-2000 11:37 FROM LAYTON & JUNG - NEW YORK TO TOLAN

1-405-753-0314

7-424 P 04/03 5-445

AGREEMENT ON NEW ACCOMMODATION

This Agreement dated December 21, 2000 is made between the United States Maritime Alliance, Ltd. and the Carriers' Consensus Council, Inc. ("Management") and the International Longshoremen's Association, AFL-CIO ("ILA") pursuant to Section 21 of the Master Contract, at the request of Management and the ILA locals in the Port of Jacksonville.

1. The Container Royalty payable on cargo moving between the Port of Jacksonville and Puerto Rico shall be reduced from \$2 per assessment ton to \$1 per assessment ton. This reduction shall become effective for cargo loaded or unloaded from or onto vessels in Jacksonville on or after October 1, 2000.
2. The reduction described above shall remain in effect for a period of one year, to September 30, 2001.
3. On October 1, 2001, Management and the ILA agree that they will meet to discuss the reduction described in Section 1 above.
4. The current Container Royalty CAP amount of tons in Jacksonville (2,176,270) will not be reduced. All assessment tonnage covered by Section 1 above handled on and between October 1, 2000 and September 30, 2001 will pay \$1 per assessment ton. In addition, the tons on which a reduced assessment is paid pursuant to Sections 1 or 2 will be counted towards the CAP; however, any individual carrier which receives a benefit under this Agreement shall not be entitled to receive any CAP refund attributable to Jacksonville.

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37%

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Dec-21-98 02:31pm From: A G C B I L L

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Page 2

3. Carriers in the trade who paid a lesser sum between August 20, 2000 and September 30, 2000 (after the Cap was reached) shall have the right to have such amount applied to the \$2.00 royalty which should have been paid before October 1, 2000. Such carriers shall pay to the Jacksonville Carrier Royalty Fund the difference, if any, between the lesser amount so paid and \$1.00 per ton effective October 1, 2000, taking full credit for the lesser amount paid from August 20, 2000 to September 30, 2000.

LOCAL 1408, I.L.A. AFL-CIO

By [Signature]
Charles Spivey, President

JACKSONVILLE MARITIME ASSOCIATION

By [Signature]
James R. Gray, Jr.

LOCAL 1593, I.L.A. AFL-CIO

By [Signature]
Joe Hobbins, President

UNITED STATES MARITIME ALLIANCE, LTD.

By [Signature]
David J. Tolson, ChairmanINTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIOBy [Signature]
John Bowers, President

CARRIERS CONTAINER COUNCIL, INC.

By [Signature]
David J. Tolson, ChairmanINTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO,
SOUTH ATLANTIC & GULF COAST DISTRICTBy [Signature]
Benny Holland, R., President

TOTAL P. 03

JAN-04-2001 11:24

37%

P. 04

Exhibit 11

(5/21/01 - 12:30 P.M.)

MASTER CONTRACT AMENDMENT

This is an agreement dated the 24th day of May, 2001, between the International Longshoremen's Association AFL-CIO ("ILA") and the United States Maritime Alliance Limited and the Carriers Container Council, Inc. (collectively "Management").

WHEREAS, the ILA and Management, in the Master Contract which became effective October 1, 1996 and which has been extended through September 30, 2004, agreed to the establishment of a managed health care trust fund which would provide welfare benefits to eligible longshoremen and retirees in the ports covered by the Master Contract; and

WHEREAS, the terms of the Master Contract and the terms of the Management-ILA Managed Health Care Trust Fund restrict MILA coverage to active longshoremen and retirees who are working under the Master Contract; and

WHEREAS, the parties to various longshore contracts have requested the ILA and Management to assist these parties to obtain welfare benefit coverage because their former welfare coverage is no longer adequate to protect the participants covered by the longshore contract; and

WHEREAS, Management and the ILA have agreed to assist these parties to obtain welfare benefit coverage provided that such coverage does not result in MILA having to expend any funds to pay for the welfare benefits to be provided to the participants of the plans covered by the longshore contract; and

WHEREAS, Management and the ILA have agreed that these parties (and any future parties who request assistance from MILA) agree to the establishment of an adequate reserve fund to insure that all costs incurred to provide welfare benefits to participants who seek assistance from MILA will be paid exclusively with funds paid by the parties who seek assistance from MILA.

NOW THEREFORE, Management and the ILA agree as follows:

1. The MILA Trust Agreement dated March 19, 1997 is hereby amended to provide that longshoremen and retirees in Puerto Rico who have achieved welfare benefit eligibility on account of having worked under collective bargaining agreements between the ILA and longshore employers operating in Puerto Rico will be able to obtain welfare benefits with the assistance of the MILA plan under the terms and conditions of that agreement entered into on April 25, 2001 and adopted by the MILA Trustees on the 22nd day of May, 2001.
2. Nothing contained in this agreement shall be construed to establish any precedent whereby ports not operating under the ILA-Management Master Contract will be entitled to the same or similar benefits being provided to the Puerto Rico parties by this Agreement.

INTERNATIONAL LONGSHOREMEN'S
ASSOCIATION, AFL-CIO

By John Bowers
John Bowers, President

UNITED STATES MARITIME ALLIANCE
LIMITED and CARRIERS CONTAINER
COUNCIL, INC.

By David J. Tolán
David J. Tolán, Chairman

Exhibit 12

August 7, 2001 - 4:15 P.M.

**ILA / USMX / CCC
PUERTO RICAN CARRIERS ACCOMMODATION**

On July 23, 2001, the International Longshoremen's Association, AFL-CIO ("ILA"), the United States Maritime Alliance Limited ("USMX") and the Carriers Container Council, Inc. ("CCC") agreed to implement an accommodation pursuant to the Master Contract to provide relief to the carriers in the Puerto Rican trade, which trade operates in the Ports of Jacksonville, Philadelphia, New York, Houston and New Orleans. A copy of the July 23, 2001 Agreement is attached hereto.

Pursuant to Paragraph 4 of the July 23, 2001 Agreement, the ILA, USMX and CCC have conferred on what methodology would be implemented to provide relief to the Puerto Rican carriers.


Set forth immediately below is the methodology which the ILA, USMX and CCC have determined will provide relief to the Puerto Rican carriers.

- Step 1: All thirty cents (30¢) per ton Carrier-ILA Container Freight Station Trust Fund ("CFS") assessments on Puerto Rican cargo are suspended on cargo handled through September 30, 2002. However, each Puerto Rican carrier must file CFS reports.
- Step 2: Each Puerto Rican carrier pays the Master Contract Container Royalty due on Puerto Rican cargo handled in the port.
- Step 3: Except in New York, each Puerto Rican carrier reduces his payments to its stevedore which handles the carrier's Puerto Rican cargo by the amount of the Master Contract Container Royalty payments on the Puerto Rican cargo.

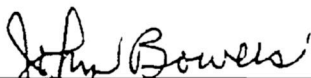
- Step 4: Each stevedore which has had his invoice reduced by a Puerto Rican carrier will receive a credit from the Carrier-ILA Container Royalty Fund ("CRF") equal to the amount of the reduction which can be used to pay any ILA health care welfare fund to which the stevedore has an obligation.
- Step 5: In New York, the NYSA provides credits to carriers moving Puerto Rican cargo through the Port for the full amount of container royalty paid by them; NYSA then bills CRF for such amount and pays the amount obtained from CRF to the NYSA-ILA Fringe Benefit Escrow Fund.

The terms of this agreement, including the procedure set forth above, have been reviewed and approved by David J. Tolan, the Chairman of USMX and CCC, and John Bowers, the ILA President, as indicated by their signatures which are set forth below.

Dated: New York, New York
August 7, 2001



DAVID J. TOLAN, Chairman,
United States Maritime Alliance Ltd. and
Carriers Container Council, Inc.



JOHN BOWERS, President
International Longshoremen's Association,
AFL-CIO

July 23, 2001 - 5:05 P.M.

Puerto Rican Trade Accommodation For The Ports Of New York, Jacksonville, Philadelphia and Houston

This Agreement made this 23rd day of July, 2001 between the United States Maritime Alliance, Ltd. ("USMX") / Carriers Container Council, Inc. ("CCC") and the International Longshoremen's Association, AFL-CIO ("ILA").

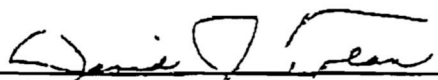
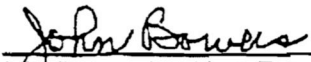
1. The term of this Agreement shall be for fifteen (15) months commencing July 1, 2001 through September 30, 2002.
2. The terms of this Agreement shall be applicable only to the Ports of Jacksonville, Philadelphia, New York, Houston and New Orleans (if applicable in that port).
3. The Carrier-ILA Container Freight Station Trust Fund assessment of 30¢ per ton on Puerto Rican cargo shall be waived during the term of this Agreement.
4. The ILA agrees that the Puerto Rican carriers will receive relief amounting to the equivalent of \$2 per ton in New York and Philadelphia; to \$3 per ton in Houston; and to \$1 per ton in Jacksonville for tons handled between July 1, 2001 and September 30, 2001 and \$2 per ton for tons handled between October 1, 2001 and September 30, 2002. If applicable, the relief in New Orleans will be equal to the Container Royalty rate paid by the Puerto Rican carriers in New Orleans during the term of this Agreement. The methodology to achieve this result

Agreement Between
USMX, CCC and the ILA

-2-

July 23, 2001

will be worked out by counsel and the affected Funds. This methodology shall be subject to the approval of the President of the ILA and the Chairman of USMX and CCC.


David J. Tolan, Chairman, USMX and CCC
John Bowers, President, ILA

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Exhibit 13



This Agreement made this 30th day of January by and between United States Maritime Alliance, Ltd. (USMX) and the International Longshoremen's Association, AFL-CIO (ILA) for and on behalf of its South Atlantic and Gulf District and the constituent ILA Locals within that District,

WITNESSETH:

WHEREAS, the Master Contract entered into as of October 1, 1996, as extended June 14, 2000, provides for Accommodations when the employment opportunities of the ILA's members are threatened; and

WHEREAS, such job opportunities in the Puerto Rican trade are now in dire danger of loss in the Port of Jacksonville, and immediate steps are required to safeguard such jobs;

NOW THEREFORE, this Accommodation is hereby entered into by and between the above parties, in an effort to enhance and foster the special relationships existing between the parties:

- 1. This Accommodation shall only apply to those ocean carriers, who are members of USMX, actually operating ships in the trade between Puerto Rico and the Port of Jacksonville.**
- 2. Such ocean carriers are hereby given permission to interchange container loads and empties with Sea Star Lines in the Port of Jacksonville.**
- 3. In consideration of such Accommodation, the USMX carriers shall pay the usual container royalties on all loads placed on Sea Star ships and when Sea Star places loads on USMX ships, USMX carriers shall pay full container royalty on such loads, notwithstanding any accommodation on Puerto Rico containers.**

4. The above provisions are subject to all of the provisions of the Master Contract relating to Accommodations.

IN WITNESS WHEREOF, the Parties hereto hereby sign this Agreement the day and year first above written.

UNITED STATES
MARITIME
ALLIANCE, LTD.

BY James A. Capo
James A. Capo,
Chairman/CEO

INTERNATIONAL
LONGSHOREMEN'S
ASSOCIATION, INC.

BY John Bowers
John Bowers,
President

INTERNATIONAL
LONGSHOREMEN'S
ASSOCIATION, INC.,
South Atlantic and Gulf Coast
District, (AFL-CIO)

BY Benny Holland
Benny Holland,
President

ILA JACKSONVILLE
LOCALS

BY Charles J. Spencer
Charles J. Spencer,
Local 1408

