

FEDERAL MARITIME COMMISSION

DOCKET NO. 15-10

**REVOCATION OF OCEAN TRANSPORTATION INTERMEDIARY LICENSE
NO. 017843 – WASHINGTON MOVERS, INC.**

**BUREAU OF ENFORCEMENT'S RESPONSE TO SECOND SET OF EXHIBITS AND
SECOND SET OF PRELIMINARY FINDINGS OF FACT**

On September 12, 2016, Administrative Law Judge (ALJ) Guthridge issued Changes To Preliminary Findings Of Fact, Identification Of Second Set Of Exhibits, and Second Set Of Preliminary Findings Of Fact (2nd E&PFF). In the 2nd E&PFF, ALJ Guthridge ordered the Bureau of Enforcement (BOE) to serve and file BOE Exhibits 10 – 17. Copies of BOE Exhibits 10 – 17 are submitted and attached hereto.¹

In the 2nd E&PFF, ALJ Guthridge also instructed each party to file and serve a statement indicating whether they stipulate to the second set of preliminary findings of fact. BOE stipulates to the second set of preliminary findings of fact (PFF) with the following exceptions:

1. PFF 64 states:

As representative of Washington Movers, Inc., Sam Ghanem signed Mediterranean Shipping Company service contract 15-1070TE with Washington Movers, Inc. (BOE Ex. 28.)

¹ The subject Exhibits were served as part of BOE's First Requests For Admission Directed To Washington Movers, Inc. (RFAs) and were assigned numbers believed to be consistent with the numbering previously ordered by the ALJ. They were not however, filed at that time in accordance with the Commission's regulations directing that discovery materials not be filed until used in a proceeding. 46 C.F.R. §502.2(k).

BOE Ex. 28 is a copy of the initial page and the signature page of service contract number 15-1070TE. A search of the Commission's Service Contract Filing System (SERVCON) by contract number or by text shows no filing for a service contract numbered "15-1070TE." (See attached, BOE Exhibit 32.) The same searches for "15-1070TE" however, yield the service contract at issue here. (See attached, BOE Exhibit 33.) The use of the number zero instead of a capital letter "O" in PFF 64 appears to be a typographical error. It should be corrected to state the service contract number is 15-1070TE.

2. PFF 65 states:

As representative of Washington Movers, Inc., Sam Ghanem signed Mediterranean Shipping Company service contract 15-1070TE, amendment 1, with Washington Movers, Inc. (BOE Ex. 29.)

BOE Ex. 29 is a copy of the signature page of service contract number 15-1070TE, amendment 1. For the reasons stated in paragraph 1 above, the use of the number zero instead of a capital letter "O" in PFF 65 appears to be a typographical error and should also be corrected to state the service contract number is 15-1070TE.

3. PFF 66 states:

As representative of Washington Movers, Inc., on April 7, 2014, Sam Ghanem signed Turkon America Inc service contract No. 2014-667 with Washington Movers, Inc. (BOE Ex. 30.)

BOE Ex. 30 is a copy of the signature page of service contract number 2014-667 entered into by Respondent with the vessel operator Turkon Container Transport and Shipping Inc (Turkon). The exhibit shows that the company Turkon America Inc executed the contract as the agent for Turkon. PFF 66 should be corrected to state the Respondent entered into the service contract with Turkon Container Transport and Shipping Inc.

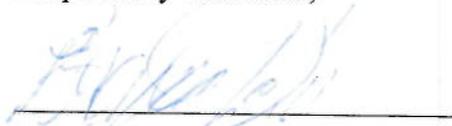
4. PFF 67 states:

As representative of Washington Movers, Inc., on April 28, 2014, Sam Ghanem signed United Arab Shipping Co. service contract 2013 0000252641 with Washington Movers, Inc. (BOE Ex. 31.)

BOE Ex. 31 is a copy of the signature page for amendment number four (4) of service contract number 2013 0000252641. The amendment number is found in the header of BOE Ex. 31. PFF 67 should be corrected to reflect it is amendment 4 to the service contract which was signed on April 28, 2014.

Except as noted above with respect to PFFs 64, 65, 66, and 67, BOE stipulates to the preliminary findings of fact in the 2nd E&PFF.

Respectfully submitted,



Brian L. Troiano, Deputy Director
Brenda Doty, Attorney
Bureau of Enforcement
Federal Maritime Commission
800 North Capitol St., N.W.
Washington D.C. 20573-0001
(202) 523-5783
FAX (202) 523-5785
bdoty@fmc.gov

CERTIFICATE OF SERVICE

I hereby certify that on this **28th** day of September, 2016, a copy of the foregoing **Bureau of Enforcement's Response to Second Set Of Exhibits And Second Set Of Preliminary Findings Of Fact** has been served upon counsel for Respondent via email and by first class mail with postage prepaid.



Brenda Doty

George R. A. Doumar, Esq.
Raj H. Patel, Esq.
Doumar Martin PLLC
2000 N. 14th Street, Suite 210
Arlington, VA 22201
gdoumar@doumarmartin.com
rpatel@doumarmartin.com

EXHIBIT 10

Serdar EKTİK

From: Bengisu Kilic <bengisu@turkonamerica.com>
Sent: Monday, April 07, 2014 10:21 AM
To: 'Sandra Rodriguez'
Cc: 'Serdar Ektik'; 'Sam Ghanem'
Subject: RE: Turkon Line
Attachments: SCHEDULE#14.pdf

Dear Sandra,

I filed your contract with FMC. You can start booking according to your SVC rates now.

Attached is our latest sailing schedule for your reference.

Welcome on board!

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Sandra Rodriguez [mailto:airdocs@wmius.com]
Sent: Monday, April 07, 2014 10:07 AM
To: 'Bengisu Kilic'
Cc: 'Serdar Ektik'; 'Sam Ghanem'
Subject: RE: Turkon Line

Please see the attached.

Best Regards,



Sandra Rodriguez
Air Documentation
7913 Cryden Way
District Heights, MD 20747
T: 301.516.3000.Ext.14
F:301.516.1515
Email: airdocs@wmius.com
www.wmius.com

From: Bengisu Kilic [mailto:bengisu@turkonamerica.com]
Sent: Monday, April 07, 2014 9:29 AM
To: 'Sandra Rodriguez'

Cc: 'Serdar Ektik'
Subject: RE: Turkon Line

Dear Sandra,

Please see attached for your service contract. Please return it to our attention for filing once signed.

Thank you,

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Sandra Rodriguez [<mailto:airdocs@wmius.com>]
Sent: Monday, April 07, 2014 9:01 AM
To: 'Bengisu Kilic'
Subject: RE: Turkon Line

Good Morning Bengisu,

The signatory is SAM GHANEM he is the President.

Thank you,

Best Regards,



Sandra Rodriguez
Air Documentation
7913 Cryden Way
District Heights, MD 20747
T: 301.516.3000.Ext.14
F:301.516.1515
Email: airdocs@wmius.com
www.wmius.com

From: Bengisu Kilic [<mailto:bengisu@turkonamerica.com>]
Sent: Monday, April 07, 2014 8:54 AM
To: 'Sandra Rodriguez'
Subject: RE: Turkon Line

Good morning Sandra,

Thank you for the documents.

Could you please also advise who the signatory is for the contract, along with his/her title?

Thank you,

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Sandra Rodriguez [<mailto:airdocs@wmius.com>]
Sent: Friday, April 04, 2014 5:02 PM
To: bengisu@turkonamerica.com
Subject: RE: Turkon Line

Please see the attached. Please send contract for Washington Movers.

Best Regards,



Sandra Rodriguez
Air Documentation
7913 Cryden Way
District Heights, MD 20747
T: 301.516.3000.Ext.14
F:301.516.1515
Email: airdocs@wmius.com
www.wmius.com

From: Bengisu Kilic [<mailto:bengisu@turkonamerica.com>]
Sent: Wednesday, April 2, 2014 2:56 PM
To: sam@wmius.com
Cc: 'Serdar EKTİK'
Subject: RE: Turkon Line

Dear Sam,

Nice speaking to you on the phone.

As per our conversation, please send me below documents to prepare your service contract.

- 1) NVOCC license
- 2) OTI bond

3) Name and title of the signatory

Attached is our latest sailing schedule for your reference.

I will also work on inland rate from 20747 and advise the door rate.

Thank you,

Regards,

Bengisu Kilic | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Bengisu Kilic [mailto:bengisu@turkonamerica.com]

Sent: Wednesday, April 02, 2014 12:02 PM

To: 'sam@wmius.com'

Subject: RE: Turkon Line

Dear Sam,

Thank you for contacting us.

Please see below for our rates to Mersin (in transit to Iraq). These rates are valid against 100 TEU commitment.

USED AUTOMOBILES (IN -TRANSIT TO IRAQ) PORT/PORT (CY/FREE OUT):

NEWYORK/NORFOLK

to MERSIN

40' HC/ \$1650, Plus \$21 for ISPS, \$50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 (Per BOL).

SAVANNAH / MERSIN

40' HC/ USD \$2000, Plus USD 21 for ISPS, USD 50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 per Bill of lading.

Above rates are inclusive of U.S. CONTAINER YARD CHARGE and BAF but subject to applicable tariff surcharges of ISPS, B/L Fee, TAM) and local charges and FREE OUT at POD unless otherwise specified.

The following fees and surcharges are applicable tariff surcharges currently in place:

USD 21 Per Container – Security Charges (ISPS)

A Bill of lading fee of USD 50 per Bill of lading for documentation

A TAM surcharge of USD 25 per Bill of lading

Your feedback is important to us.

Please feel free to contact me if you have any questions.

Regards,

Bengisu Kilit | Marketing Executive | Turkon America, Inc. | P: 201.866.6966 x139 | F: 201.553.0687 |

From: Sam Ghanem [mailto:sam@wmius.com]
Sent: Wednesday, April 02, 2014 9:43 AM
To: 'Serdar EKTİK'
Subject: RE: Turkon Line

Good morning

I would like to know what is the rate for ocean if you please send me the rate for a 50 containers contract .

Thanks

From: Serdar EKTİK [mailto:serdar@turkonamerica.com]
Sent: Tuesday, April 1, 2014 4:06 PM
To: sam@wmius.com
Subject: Turkon Line

Test...

RGDS
Serdar Ektik
Marketing MGR.
Turkon America Inc.



TURKON LINE SAILING SCHEDULE

TURKON AMERICA INC.
100 Plaza Drive Secaucus, NJ 07094

201-866-6966
888-888-7666
201-866-6529

		IBRAHIM DEDE 2361402EUS	CAFER DEDE 2311402EUS	KAAN KALKAVAN 2351402EUS	MUKADDES KALKAVAN 2291403EUS	MUSTAFA DAYI 2051403EUS	IBRAHIM DEDE 2361403EUS
MERSIN	ETS	10-Mar	18-Mar	26-Mar	8-Apr	15-Apr	25-Apr
ALEXANDRIA	ETS	12-Mar	20-Mar	27-Mar	10-Apr	17-Apr	27-Apr
ISTANBUL	ETS	15-Mar	23-Mar	31-Mar	12-Apr	19-Apr	29-Apr
EVYAP	ETS	16-Mar	23-Mar	30-Mar	13-Apr	20-Apr	30-Apr
GEMLIK	ETS	16-Mar	24-Mar	1-Apr	14-Apr	21-Apr	1-May
IZMIR	ETS	20-Mar	27-Mar	3-Apr	15-Apr	22-Apr	2-May
NEW YORK	ETS	4-Apr	11-Apr	17-Apr	20-Apr	8-May	19-May
NORFOLK	ETS	6-Apr	13-Apr	20-Apr	1-May	10-May	21-May
SAVANNAH	ETS	8-Apr	15-Apr	22-Apr	3-May	12-May	23-May
MERSIN	ETA	24-Apr	1-May	8-May	19-May	28-May	8-Jun
ALEXANDRIA	ETA	26-Apr	3-May	10-May	NO CALL	30-May	10-Jun
ISTANBUL	ETA	28-Apr	5-May	12-May	23-May	1-Jun	12-Jun
EVYAP	ETA	29-Apr	6-May	13-May	24-May	2-Jun	13-Jun
GEMLIK	ETA	30-Apr	7-May	14-May	25-May	3-Jun	14-Jun
IZMIR	ETA	1-May	8-May	15-May	26-May	4-Jun	15-Jun
ASHDOD*	ETA	PLEASE SEE THE ATTACHED EASTERN MEDITERRANEAN TRANSSHIPMENT SERVICE SCHEDULE FOR ISRAEL					
HAIFA*	ETA	PLEASE SEE THE ATTACHED EASTERN MEDITERRANEAN TRANSSHIPMENT SERVICE SCHEDULE FOR ISRAEL					
BEIRUT*	ETA	PLEASE SEE THE ATTACHED EASTERN MEDITERRANEAN TRANSSHIPMENT SERVICE SCHEDULE FOR BEIRUT					

* TRANSSHIPMENT VIA MERSIN PORT

Rate Requests: sales@turkonamerica.com

Export cargo received no earlier than 7 days prior to sailing.

All Export Documentation **MUST** be received by cargo c/o date, otherwise it is subject to being rolled. All charges are for the account of the cargo.

Vehicles, Hazardous must be booked & delivered 72 hours prior to sailing.

Remarks:

NEW YORK; APM Terminal

866-855-8552

5080 McLester SL, Elizabeth NJ 07207

Form Code: E475

Web site: <http://www.apmterminals.com/america/terminal/ny.html>

NORFOLK; NORFOLK INTERNATIONAL TERMINAL (NIT/ORF)

757-440-7000

SAVANNAH; GARDEN CITY TERMINAL (SAV)

912-964-3811

Week #14

April 2, 2014

EXHIBIT 11



FMC SERVCON

Federal Maritime Commission Service Contract Filing System

[* File Contracts](#) [* Notices](#) [* Help](#)

Service Contract File Upload(s)

Welcome User ID: *williamwoodroffe*
Session ID: 2115582063
Date: 4/7/2014 10:09:51 AM

Here is your upload status:

Org. Number	Contract Number	Amend. Number	Original Contract FMC Number	Effective Date	Confirmation Number	File Name	File Size Bytes
014782	2014-667	0	907518	4/7/2014	2bd91a4a	SC2014-667.docx	42558

TURKON CONTAINER TRANSPORT AND SHIPPING INC.
SERVICE CONTRACT NO : 2014-667 Amend No 0

ESSENTIAL TERMS ATFI TARIFF NO.003

1. **SCOPE:** This contract shall apply to the transportation of commodities listed in paragraph 3 hereof from the following origin ports/points to the following destination ports/points:

Origin Ports/Points

New York, Norfolk, Savannah

Destination Ports/Points

Mersin

2. **Service and Volume:** Shipper agrees to ship a minimum of 100 TEU's of the commodities listed in paragraph 3 hereof from the above listed origin to the above listed destinations on the vessels of the carrier during the term of this contract. Carrier agrees to provide space sufficient to carry the foregoing minimum amount of cargo.

3. **Commodities:** This contract applies to the transportation of the following commodities:

Used automobile (in-transit to IRAQ)

4. **Duration:** This contract shall become effective on April 7, 2014 or the date it is filed with the U.S. Federal Maritime Commission, whichever is later, and shall expire on March 4, 2015.

SERVICE CONTRACT NO: 2014-667**AMENDMENT No: 0**

4/7/2014

This contract is entered into by Turkon Container and Transportation Inc -FMC 014782-001 ("Carrier") and **Washington Movers, Inc. -FMC 017843F** ("Contractor") and sets forth the contract of Carrier and Contractor with respect to the transportation of cargo between ports and points in the United States, and worldwide ports and points specified in term 2.

Term 1 - Duration of the contract

From **April 7, 2014** or the date of filing with FMC whichever is latest. Through **March 4, 2015**

Term 2 - Origin

New York (NYC)

Norfolk (ORF)

Savannah (SAV)

Term 3 - Destination

Mersin (MER)

Term 4 - Commodities

USED AUTOMOBILE (In-transit to Iraq)

Term 5 - Minimum Volume Commitment

A. During the term of the contract, the Contractor agrees to tender for shipment on Carriers a minimum of **100** TEUS of the commodities listed in Term 4 of the contract (herein after the MVC). For satisfying the minimum quantity the following shall apply;

20ft.container shall be equal to one (1) TEU

40ft. std or HC container shall be equal to two (2) TEU'S

B. Contractor agrees to provide Carrier with a minimum of 14 days booking notice. Carrier may, but are not required, to accept cargo tendered on less than 14 days' notice.

C. Contractor agrees to declare the destination before vessel cut off time announced by Carrier for each specific voyage, failing which the Carrier have no obligation to load such cargo. In the event Contractor fails to declare the destination and Carrier elects not to load the cargo, Contractor agrees to pay all/any costs associated with devanning and/or inland movement for any cargo not loaded, as well as any demurrage charges applicable to such cargo.

D. All freight and other charges are payable to the Carrier as of the date of sailing from the port of loading unless otherwise agreed by Carrier through a credit application and agreement, as set forth in governing tariff or as provided in the service contract. In the event shipment is a collect shipment, freight and charges shall be payable to the Carrier prior to delivery of the shipment to consignee. In any event, Contractor shall be liable for unpaid freight and charges not paid in accordance with applicable tariffs, this contract, or a credit agreement.

Term 6 - Service Commitments

During the term of this contract the Carrier agrees to make available to Contractor adequate vessel space to carry the MVC evenly distributed over this term of this contract; provided however, that movement on specific vessels will be on a space available basis only. In the event at the end of the contract period the Carrier have not been able to supply the above mentioned amount of space, Term 8(B) hereof shall apply.

Term 7 - Contract Freight Rates**USED AUTOMOBILES (IN -TRANSIT TO IRAQ) PORT/PORT (CY/FREE OUT):**

**NEWYORK/NORFOLK
to MERSIN**

40' HC/ \$1650, Plus \$21 for ISPS, \$50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 (Per BOL).

SAVANNAH / MERSIN

40' HC/ USD \$2000, Plus USD 21 for ISPS, USD 50 Bill of Lading Fee (Per BOL) and Turkish Advance Manifest (TAM) surcharge of USD 25 per Bill of lading.

Above rates are inclusive of U.S. CONTAINER YARD CHARGE and BAF but subject to applicable tariff surcharges of ISPS, B/L Fee, TAM) and local charges and FREE OUT at POD unless otherwise specified.

NOTES:**A. HAZARDOUS SURCHARGE:**

Class 2, 3, 4, 5, 6, 8, 9: USD 100/20' – USD 200/40' (USEC/TURKEY)

Class 1, 7: NOT ACCEPTABLE (USEC/TURKEY)

Acceptance of hazardous will always be subject to carriers (Turkon) approval

B. "If at any time during the term of this contract, the carrier publishes in its governing tariff (s) a general increase ("GRI") applicable to any or all of the rates in the contract, it shall provide 30 days written notice of the GRI to the shipper. If the parties mutually agree, the published GRI amount, or any other amount mutually agreed to, will apply to the rates in this contract. If the parties are unable to mutually agree on a GRI amount, either party may terminate this contract upon 30 days written notice to the other party. Upon termination, the shipper's minimum quantity commitment shall be pro-rated in the same proportion the revised contract term bears to the original contract term"

Rates are subject to all applicable surcharges and accessorial as per governing tariff in effect at time of shipment unless otherwise noted.

Term 8 - Liquidated Damages for non Performance

A. In the event that Contractor fails to tender the MVC, Contractor shall be liable for liquidated damages calculated by deducting the actual number of TEUS shipped hereunder from the MVC and multiplying the TEU deficit by USD 125 per TEU. Contractor agrees to pay this amount to the carrier within 30 days following written notice from that agreement.

B. If at the end of the contract period Carrier has been unable to supply the adequate vessel capacity in accordance with Term 5, Carrier agrees to pay and Contractor agrees to accept, in lieu of all other damages, liquidated damages calculated deducting the actual number of TEUS shipped hereunder from the MVC and multiplying the TEU deficit, if any, by USD \$100 per TEU.

Damages paid under this clause shall be the parties' exclusive remedy for breach of this contract and no party shall be liable for any other direct, indirect or consequential damages.

Term 9 - Force Majeure

Notwithstanding any other provision of this contract, and to the extent the Carrier or the Contractor may fail to meet any obligation imposed by its terms owing to force majeure, performance of this contract shall, to that extent be

deemed to have been frustrated and no cause of action for breach of liability thereunder arise as consequence thereof.

For the purpose hereof, the term Force Majeure shall mean and include, without reservation or restriction, strikes, lockouts or exceptional circumstances arising from the threat thereof, acts of God, State or Public Enemy, including but not limited to war, restraints of Princes, riots, Civil disruption or interference with trade, Marine Disaster, Fire or other casualty.

In the event the Contractor or Carrier is not able to perform this contract due to Force Majeure, the periods in which the shipments cannot be made shall be considered disability periods and the MVC shall be reduced proportionally on a calendar day basis, rounded upward to the next full container.

In the event that Carrier is prohibited by the U.S. Customs Service from unloading some or all of the cargo on a particular vessel and such prohibition is not due to any act or omission of the Carrier, then such prohibition shall constitute a force majeure event that shall relieve Carrier from responsibility for any and all delay, damage, injury and expense suffered or incurred as a result thereof including, but not limited to, breaches of service commitments and/or transit time guarantees.

Term 10 - Bills of Lading

All shipments under this contract shall be subject to the terms and conditions of the Carrier's bill(s) of lading issued with respect to such shipment. In the event of any conflict between a Carrier's bill of lading and this contract, the Carrier's bill of lading shall prevail.

Term 11 - Free time at discharge ports

As per tariff at the time of shipment.

Term 12 - Arbitration

Any and all disputes arising out of or in connection with this contract, including any failure by the Contractor to pay or by the Carrier to perform as required hereunder, shall be resolved by arbitration in New York, NY or such place as the parties to the dispute may mutually agree.

The arbitration shall be before a single arbitrator to be appointed by the parties to the dispute, or failing such agreement upon the application of any party by the Society of Maritime Arbitrators, Inc. ("SMA") of New York, NY. There shall be no restriction on the nationality of the arbitrator except by agreement of the parties to the dispute, there shall be no pre-hearing discovery. The costs and expenses of the arbitration (including reasonable attorneys and costs) shall be borne by the non prevailing party or as the arbitrator shall otherwise determine. The decision of the arbitrator shall be final, binding and not subject to further review.

The decision of the arbitrator may be enforced by any court, tribunal or other forum as may properly assert jurisdiction in the event an action to enforce the award is brought. The party seeking to enforce the arbitration decision is entitled to interest upon the award from the date of the award until the date of payment, as well as its attorneys fees and costs incurred enforcing the award.

The parties hereto expressly consent and agree that the United States District Court for the Southern District of New York has personal jurisdiction over each of them in any action to enforce an arbitration decision entered hereunder, concurrently with any other court having jurisdiction. The parties also agree that venue is proper in the United States District Court for the Southern District of New York. The parties further agree that any award may be enforced pursuant to the United Nations Convention on the recognition and enforcement of foreign arbitration awards of June 10, 1958.

This contract shall be subject to the U.S. Shipping Act of 1984, as amended, and shall otherwise be construed and governed by the law of the State of New York. The rules of the SMA will govern the conduct of any arbitration brought pursuant to this Term 12.

Term 13 - Record Retention

The Carrier and the Contractor shall maintain their respective records in accordance with the requirements of the Federal Maritime Commission (FMC).

Requests to the Carrier from the FMC to make shipment records available should be addressed to:
TURKON AMERICA INC

Term 14 – Termination

A. If during the term of this contract the Carrier's common tariff rate falls below the contract rate, Contractor shall have the option to terminate the contract with 30 days advance notice, unless the Carrier agrees to adjust the contract rates accordingly.

B. In the event any Contractor is dissolved, becomes insolvent, makes a general assignment for the benefit of its creditors or enters bankruptcy or liquidation, voluntarily or involuntarily, during the term of this contract, Carrier may terminate this contract immediately upon written notice to Contractor. In the event of such termination, the MVC shall be pro rated based on the amount of time the contract was in effect and Term 8 shall apply to such pro-rated MVC.

Term 15 - No Assignment

Contractor may not assign this contract, in whole or in part, or otherwise permit any other person or entity to utilize the services, rates or other terms hereof, either directly or indirectly, without the prior written consent of Carrier.

Term 16 – Confidentiality

Unless authorized by the other party, neither party will disclose the Contract terms and conditions other than to its employees, agents, tariff filers, or auditors, except for the Contract terms, conditions or information that are:

- (a) required by law or legal process to be published or disclosed;
- (b) incorporated herein by reference from a published tariff;
- (c) disclosed to any person participating with the Carrier in the transportation under the Contract or receiving copies of the bill of lading for Contract shipments; previously disclosed to an unauthorized third party.

Carrier and Shipper agree that in no case will either disclose Contract terms and conditions to another Carrier or Shipper, except as under (a) or (b) above.

Term 17 - Shipper Certification

If Shipper certifies its status as "1" on signature page, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is "2" Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCC' s or, if any of the members participating in this Contract are NVOCC' s, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing. Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

SVC No : 2014-667

Amendment Nr 0

SERVICE CONTRACT NO: 2014-667

AMENDMENT No:0

Signature Page

Pursuant to FMC regulation 46 CFR section 582.11 Contractor by execution of this contract, certifies its status and that of all its affiliates authorized to use this contract as:

- (1) NVOCC
- (2) Contractors Association
- (3) Owner of the cargo
- (4) Other (Please specify)

In witness whereof, the parties have agreed to the rates, terms and conditions of this service contract as of this day of

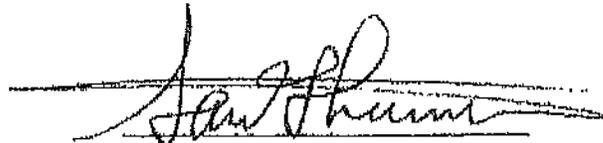
Contractor

Washington Movers, Inc.
Address: 7913 Cryden Way
District Heights , MD 20747

Name : Sam Ghanem

Title : President

Affiliate(s) :

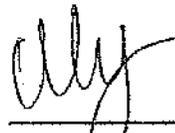


Signature (Contractor)

Carrier

TURKON AMERICA INC as agent for
TURKON CONTAINER TRANSPORT AND SHIPPING INC

Name : Mustafa Mero
Title : President
Address : TURKON AMERICA INC
100 PLAZA DRIVE
MAIN FLOOR SECAUCUS NJ 07094



Signature (Carrier)

EXHIBIT 12

ARTICLE 1

SHIPPER/AFFILIATES

- 1.0 Shipper warrants that all affiliates listed in the Appendices of this Contract are entities controlled by, controlling or under common control with the Shipper. Should Shipper acquire any company which ships the commodities covered under the Contract after execution of the Contract, then the newly acquired company's shipments may be included under the Contract. The Shipper must submit to the Carrier documentary proof of such acquisition. In consideration of the right to ship under this Contract and to receive the rates and other benefits provided hereunder, all such affiliates of Shipper agree that they are jointly liable with Shipper for any liquidated damages which may become payable by Shipper under the Contract.
- 1.2 The person signing this Contract on behalf of the Shipper warrants and represents that he/she has authority to enter into this Contract on behalf of the Shipper. The person signing this Contract on behalf of Carrier warrants and represents that he/she has authority to enter into this Contract on behalf of the Carrier. Should any Shipper's Association elect to sign and participate in this contract, it shall, upon signing this contract provide an accurate and complete list of the current Members of the Association who are designated by the Shippers Association to be eligible to ship cargo under this contract. Only those members designated by the Shippers Association shall be entitled to ship cargoes under this contract.
- 1.4 Parent and wholly-owned subsidiaries are deemed to be a single entity under antitrust laws. Thus, agreement between only those two companies would not violate section 1 of Sherman Act.

ARTICLE 2

PERIOD OF CONTRACT

- 2.0 This Contract shall become effective at the date of filing with the Federal Maritime Commission (FMC).

ARTICLE 3

SCOPE AND COMMODITIES

- 3.0 This Contract covers the transportation by UASC of the commodities set forth in Article 3.1 for the Shipper from the location ports/points and to the destination ports/points as listed in the following UASC Tariffs:
- FMC No. 36 Equipment Interchange Agreement
 - FMC No. 38 Bill of Lading Tariff
 - FMC No. 42 U.S. Inland and Arbitrary Tariff
 - FMC No. 43 Foreign Inland and Arbitrary Tariff
 - FMC No. 52 UASC USA Export to the World Tariff
 - FMC No. 53 UASC USA Import from the World Tariff

- 3.1 The commodities covered by this Contract are listed under the Appendices

ARTICLE 4

CARGO SHIPMENTS

- 4.0 In order for cargo to qualify for rates and terms set forth in this Contract, including, without limitation, being counted toward The Minimum Quantity Requirement, the Washington Movers, Inc (and/or its affiliate(s)) must appear on the original and all copies of each bill of lading covering the cargo moving under this Contract. The shipper's name must appear in the bill of lading as Shipper, Consignee, or Notify Party. The Notify Party is usually the buyer or the importer (who is not the consignee of the shipment because it is consigned to a bank) named in the shipping documents as the party to whom a notice of arrival must also be sent. In addition, each such bill of lading must contain the Service Contract number set forth on the signature page of this Contract. The service contract number must be stated at time of booking and said service contract number must be noted in the booking and all other documents concluding with the issuance of the bill of lading. Cargoes moving under bills of lading not meeting the requirements of Article 4.0 shall be deemed as non-

complying, and will be rated under the governing rate of the published tariff(s) on file with the FMC at time of shipment.

ARTICLE 5

MINIMUM QUANTITY REQUIREMENT

- 5.0 Shipper agrees to tender during the term of this Contract a minimum number of TEU'S (MQC) as set forth in the Appendices of this Contract for shipment during the term of this Contract. For the purposes of determining whether or not a shipment occurs during the terms of this Contract, the date of shipment shall be the date the cargo is received by UASC, in accordance with Rule 3 (rate applicability rule) of UASC Tariffs: FMC 36, 38, 42, 43, 52, 52 as named under Article 3.0 of this Contract and reissues thereto.
- 5.1 For the purpose of determining if the Shipper has met the Minimum Quantity Requirement:
- 20-foot container shall equal 0.5 FEU or 1.00 TEU.
 - 40-foot (8'6") container shall equal 1.00 FEU or 2.00 TEU'S
 - 40 foot (9'6") container shall equal 1.00 FEU or 2.00 TEU'S.

ARTICLE 6

CONTRACT RATES

- 6.0 This contract covers port/port, port/point, point/port and point/point shipments by Signatory carried by Carrier of the commodities identified in Appendices on a space available basis.
- 6.1 In Addition to the rates set forth in the Appendices, shipments of cargo under this contract shall, except as otherwise expressly provided herein, be subject to the rules, regulations, terms, conditions and other provisions published in the governing tariffs at the time of shipments including, but not limited to, the terms and conditions of the Carrier's bill of lading, and all said provisions are hereby incorporated into this contract by reference. In event of a conflict between the terms and conditions of this contract, the bill of lading terms & conditions shall prevail.
- 6.2 Brokerage/Freight Forwarding Compensation is payable on cargoes moving under this contract in accordance with the provisions of UASC Tariff(s) numbers 52 & 53 on file with the FMC, unless otherwise agreed to by Carrier and Shipper unless they are a non-vessel operating common carrier (NVOCC).
- 6.3 All surcharges filed in the UASC Tariffs noted in article 3.0 and in effect during the duration of this contract are applicable to the cargo moving under this contract, unless otherwise noted. If the surcharge amounts change during the duration of this contract, the changed amounts are applicable. The Carrier shall not be under any obligation to amend this service contract to update these tariff changes.
- 6.4 Unless specifically noted, the following are not covered under this contract:
- 6.4a Exempt Commodities such as scrap metal, forest products and others as described by the FMC.
 - 6.4b Military Cargo as defined as a Military Organization which is noted as the shipper and/or consignee and/or notify party and/or annotated in the body of the bill of lading.
 - 6.4c Hazardous cargo declared as class 1, class 4.1, class 4.2, class 5 and class 7.
 - 6.4d Wines and Spirits (if restricted by the vessel flag and/or Country of destination)
 - 6.4e New Vehicles

ARTICLE 7

SERVICE OBLIGATION

- 7.0 Carrier agrees to make available during the term of this Contract vessel capacity adequate to carry the Minimum Quantity Requirement of this Contract. Carrier space commitment is contingent upon Shipper's commitment to reasonably spread its tender of cargo hereunder over the term of the Contract and to provide at least 14 business days booking notice.
- 7.1 In the event the "Shipper" is delinquent in its credit obligation(s) the Carrier, UASC

has the right to deny further bookings, suspend, and/or cancel his Service Contract without any notice. Should this happen, the Carrier has the option of holding the Shipper and its affiliates liable for any liquidated damages, including legal cost.

- 7.2 On all interchange equipment, the day of interchange and the first four days after the day of interchange will be considered days of grace during which time no charge will be made for the use of the equipment. Thereafter, full per diem will be assessed on a straight calendar basis. Saturdays, Sundays and holidays will be excluded as chargeable days for the purpose of computing free time only. As between carriers domiciled in the United States, holidays refer to those enumerated in labor contracts applicable to terminal operations at point of interchange. Applicable per diem rates will be assessed as per the Carrier's Equipment Interchange Tariff.
- 7.3 All inbound cargo in carrier owned or carrier leased containers, whether it occupies a full container or not, remaining at carrier's terminal undelivered will be allowed four days Free Time, Saturdays, Sundays and Holidays excluded. Free time for reefer equipment will be two days, including for electricity usage. Free Time will commence at 0800 hours, on the 1st business day after completion of discharge of vessel at the bill of lading port or arrival at inland carrier's terminal and shall expire at 1700 hours, on the 4th business day, Saturdays, Sundays and Holidays excluded. Applicable demurrage rates will be assessed as per the UASC freight tariffs.
- 7.4 A loaded export container delivered to a Carrier's vessel loading terminal and/or specified receiving location will be given no more than five (5) business days free time. After expiration of the free time, equipment will be assessed demurrage as per the Carrier's freight tariffs.

ARTICLE 8

TERMINATION

- 8.0 At any time after the Shipper has satisfied the Minimum Quantity Requirement one or both of the following may occur:
- 1) The Shipper may upon thirty (30) days written notice to the Carrier can terminate this Contract
 - 2) The Carrier may upon written notice to the Shipper, terminate this contract.

ARTICLE 9

NOTICE AND INQUIRIES

- 9.0 All notices, inquiries and communications regarding this Contract shall be sent in writing to the parties listed in the Appendices.
- 9.1 In the case of a conflict between this Contract and the Shipper's bill of lading, the provisions stated in said Bill of lading will prevail.

ARTICLE 10

LIQUIDATED DAMAGES

- 10.0 In the event that carrier is unable to offer space on a particular vessel and the Shipper has been given sufficient notice as specified in Article 7.0 of this contract, the minimum quantity will be reduced by the quantity of cargo tendered not carried on carrier vessel.
- 10.1 In the event that Carrier has modified or restructured the service provided within the terms of this agreement, the Carrier shall notify the Shipper at least 30 days prior to the commencement of such modification. This agreement shall be maintained in force for the Origin(s) and/or Destination(s) not affected by the restructuring of the services and the obligation of the Shipper volume commitments shall be reduced pro rata to the volume carried within the affected Origin or Destination. The reduction is the minimum quantity requirement herein shall be the shipper's exclusive remedy for carrier's failure to provide space due to the modified or restructured service. Carrier shall not be liable to shipper for any direct, consequential or other damages relating to cargo delayed or not transported due to lack of available space or restructuring of the service.

10.2 In the event the Shipper fails to satisfy the Minimum Quantity Requirement set forth in Article 5.0, the Shipper shall pay liquidated damages to the Carrier in an amount equal to \$100.00 per TEU for each TEU not tendered to the fulfillment of the Minimum Quantity Requirement. Such liquidated damages shall be paid by the Shipper to the Carrier within ten (10) days after receipt of written notification from the Carrier that the Minimum Quantity Requirement has not been satisfied.

ARTICLE 11

FORCE MAJEURE

11.0 In the event of Force Majeure circumstances, including work stoppages, strikes, accidents, casualties, lockouts, fire, marine or rail disasters, acts of God, governmental restraints, war or hostilities, or embargoes (excluding commercial contingencies, e.g., changing markets, poor management decisions, business declines, etc.) which make it impracticable for the Shipper or Carrier to tender or transport the shipments contemplated by this Contract, the parties shall be excused from their obligations under this Contract to the extent of and for the duration of the disability. Upon cessation of the disability the party affected shall immediately notify the others in writing and the Contract obligations shall be reinstated, and the Minimum Quantity Requirement shall be adjusted accordingly. It is agreed that publication by carrier or the local media (TV, Newspaper, Port Authority etc.) of Force Majeure situations shall constitute written notice the Shipper under this article.

ARTICLE 12

GOVERNING TARIFF

12.0 All cargoes moving under this contract and otherwise provided for herein, shall be subject to the governing tariff(s):

- FMC No. 36 Equipment Interchange Agreement
- FMC No. 38 Bill of Lading Tariff
- FMC No. 42 U.S. Inland and Arbitrary Tariff
- FMC No. 43 Foreign Inland and Arbitrary Tariff
- FMC No. 52 UASC USA Export to the World Tariff
- FMC No. 53 UASC USA Import from the World Tariff

ARTICLE 13

ASSIGNMENT

13.0 Shipper may not assign this contract, including any or all of its right or liabilities hereunder, or otherwise permit any other person or entity, directly or indirectly to utilize Carrier vessel capacity, services, rates, or other terms provided by Carrier without prior written consent

ARTICLE 14

APPLICABLE LAW/DISPUTES

14.0 This Contract shall be subject to the Shipping Act of 1984 as well as subsequent amendments and shall otherwise, be construed and governed by the laws of the State of New York.

ARTICLE 15

GENERAL RATE INCREASES

15.0 Notwithstanding anything to the contrary in this contract, if during the terms hereof, the Carrier increases the tariff rate or rates applicable to one or more of the commodities covered by this contract (whether such increases are uniform or vary with respect to commodity, routing or other factors) in one or more tariffs applicable to this contract, then the rates set forth in this contract shall be increased by the corresponding amount(s) of such an increase in the tariff rates(s) as of the date the increase in tariff rate(s) takes effect.

ARTICLE 16

RECORD OF SHIPMENTS

16.0 Shipment records maintained to support this Contract will be copies of bills of lading, express bills, arrival notices/freight bills to other documents maintained by the parties in the normal course of business which evidence performance of transportation pursuant to this Contract. The Carrier and the Shipper shall cooperate in maintaining shipments records and exchange such records, documents and reports as they may from time to time mutually determine to be administratively desirable. The individual named in Item 9 of Appendix A will be responsible to request for making the original signed contract and shipments records available to the Commission for inspection.

ARTICLE 17

PORT SECURITY

17.0 Notwithstanding any provision to the contrary in this Service Contract or any governing publication, including any limitation or restriction on the application of new surcharges during the term of this Contract, the parties agree that any charge or surcharge relating to costs incurred in connection with security requirements (whether established by law, statute, regulation, or by service provided to the Carrier) applicable to or relating to any portion of the transportation and related service provided under this Contract shall apply. In this regard, shipper agrees to reimburse the Carrier in full for all costs associated with shifting, discharging, and loading containers in conjunction with customs inspection of any cargoes pursuant to this contract.

It is understood that the said charges shall apply to the extent they are filed in a publication governing this Contract at any time during the term of the contract.

Shipper certifies that it will adhere to the provisions of the Maritime Transportation Security Act of 2002 and all subsequent acts. It will indemnify, defend and hold the Carrier harmless in the event of any claims, delays or penalties resulting from shipper's failure to comply with the provisions of said act.

ARTICLE 18

ATTORNEY FEES

18.0 Shipper agrees to pay all attorney fees and costs incurred by the Carrier for collecting any amounts due under this contract and associated tariffs.

ARTICLE 19

CONFIDENTIALITY

19.0 Carrier and Shipper agree to keep the terms of this contract confidential. Except to the extent required as a matter of law, neither Carrier nor Shipper shall disclose either the terms or rates of this Contract to any third party, unless written permission of the other Party of this contract is given in advance. Notwithstanding the foregoing, disclosure is authorized to the extent reasonably necessary to carry out this Contract, but the Parties shall take reasonable precautions to protect information so disclosed from further disclosure. Disclosure contrary to this provision shall be considered a material breach, which could result in the termination of this Contract at the option of the other Party. In addition to any other remedies available as a matter of law, either party may enforce this provision in any court having jurisdiction, seeking injunctive relief, if appropriate.

Appendix "A"

1. SHIPPER' S AFFILIATES

2. PERIOD OF CONTRACT:

Effective May 01, 2013, through Expiry April 30, 2014 **EXTENDED TO APRIL 30, 2015**

Modified September 19, 2013 - Mod 1:

- To add 40' rates for Autos / Autoparts ex USECBP to AEKLF
- To add 40' rates for Autos / Autoparts ex USECBP to AEJEA - Valid through December 31, 2013
- To change signatory to Dorrah Nensey

Modified October 10, 2013 - Mod 2: (SL)

- To add 40' rates for Vehicles, Autoparts, and HHG ex USOR1 to KWSAA/KWSWK.

Modified December 19, 2013- Mod 3: (SL)

- To extend rates for Vehicles/Auto Parts from USECBP to AEJEA to 4/30/2014.

MODIFIED April 28, 2014 - MOD 4 (CL)

- **TO EXTEND CONTRACT TO APRIL 30, 2015**

3. SCOPE:

Below are the ports in our services. Rates under this contract are listed in Appendix B & C and do not necessarily cover all port pairs listed here.

PART "A"

From:

USORF - Norfolk, VA
USNYC - New York, NY
USSAV - Savannah, GA

To:

AEJEA - JEBEL ALI
QADQH - DOHA
JOAOJ - AQABA
KWSWK - SHUWAIKH
LBBEY - BEIRUT
AEKLF - KHOR FAKKAN
KWSAA - SHUATBA

Global Remarks:

4. COMMODITIES:

Autoparts - General
Vehicles NOS
Household Goods or Personal Effects

5. MINIMUM QUANTITY REQUIREMENT: 50 TEUS

6. CONTRACT RATES AND SURCHARGES SUBJECT TO ADDITIONAL SURCHARGE

Appendix B

Applicable Ocean Freight Rate & Surcharges :Autoparts - General : Vehicles NOS

Origin	Destination	Eqp. Type	OFR	ERS	ISL	WRP	BLL	ESB	BLF	BAF	THD	ESS
USSAV/USORF/USNYC	AQABA	20DC	1050.00		Y	Y	Y	Y				
USSAV/USORF/USNYC	AQABA	40DC	1300.00		Y	Y	Y	Y				
USNYC/USSAV/USORF	AQABA	40HC	1300.00		Y	Y	Y	Y				
USORF/USSAV/USNYC	BEIRUT	20DC	1400.00		Y		Y			Y		
USSAV/USNYC/USORF	BEIRUT	40DC	1650.00		Y		Y			Y		
USORF/USSAV/USNYC	DOHA	20DC	1350.00	Y	Y	Y	Y	Y				Y
USSAV/USORF/USNYC	DOHA	40DC	1850.00	Y	Y	Y	Y	Y				Y
USSAV/USORF/USNYC	DOHA	40HC	1850.00	Y	Y	Y	Y	Y				Y
USSAV/USORF/USNYC	JEBEL ALI	40DC	446.00	Y	Y	Y	Y	Y				Y
USSAV/USNYC/USORF	JEBEL ALI	40HC	446.00	Y	Y	Y	Y	Y				Y
USNYC/USSAV/USORF	KHOR FAKKAN	40DC	1025.00	Y	Y	Y	Y	Y				Y
USSAV/USNYC/USORF	KHOR FAKKAN	40HC	1025.00	Y	Y	Y	Y	Y				Y
USORF	SHJAIBA	40DC	796.00	Y	Y	Y		Y	Y			Y
USORF	SHUAIBA	40HC	796.00	Y	Y	Y		Y	Y			Y
USORF	SHUWAIKH	40DC	796.00	Y	Y	Y		Y	Y			Y
USORF	SHUWAIKH	40HC	796.00	Y	Y	Y		Y	Y			Y

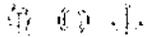
Applicable Ocean Freight Rate & Surcharges :Household Goods or Personal Effects

Origin	Destination	Eqp. Type	OFR	ERS	ISL	WRP	BLL	ESB	BLF	BAF	THD	ESS
USSAV/USORF/USNYC	AQABA	20DC	1050.00		Y	Y	Y	Y				
USSAV/USORF/USNYC	AQABA	40DC	1300.00		Y	Y	Y	Y				
USNYC/USSAV/USORF	AQABA	40HC	1300.00		Y	Y	Y	Y				
USORF/USSAV/USNYC	BEIRUT	20DC	1400.00		Y		Y			Y		
USSAV/USNYC/USORF	BEIRUT	40DC	1650.00		Y		Y			Y		
USORF/USSAV/USNYC	DOHA	20DC	1350.00	Y	Y	Y	Y	Y				Y
USSAV/USORF/USNYC	DOHA	40DC	1850.00	Y	Y	Y	Y	Y				Y
USSAV/USORF/USNYC	DOHA	40HC	1850.00	Y	Y	Y	Y	Y				Y
USNYC/USORF/USSAV	JEBEL ALI	40DC	1250.00	Y	Y	Y	Y	Y				Y
USNYC/USSAV/USORF	JEBEL ALI	40HC	1250.00	Y	Y	Y	Y	Y				Y
USSAV/USORF/USNYC	KHOR FAKKAN	40DC	1250.00	Y	Y	Y	Y	Y				Y
USSAV/USORF/USNYC	KHOR FAKKAN	40HC	1250.00	Y	Y	Y	Y	Y				Y
USORF	SHUAIBA	40DC	796.00	Y	Y	Y		Y	Y			Y
USORF	SHUAIBA	40HC	796.00	Y	Y	Y		Y	Y			Y
USORF	SHUWAIKH	40DC	796.00	Y	Y	Y		Y	Y			Y
USORF	SHUWAIKH	40HC	796.00	Y	Y	Y		Y	Y			Y

Note: All amounts for ocean freight and surcharges are in US Dollar, unless otherwise stated in the surcharges.

Charge Name

EBS - EMERGENCY(CRITICAL) BUNKER SURCHARGE
BAF - BUNKER ADJUSTMENT FACTOR
THD - Destination THC
WRP - WAR RISK PREMIUM
BLL - DOCUMENTATION FEE - BILL OF LADING FEE LUMP SUM
ISL - ISPS - Load Surcharge
ERS - EMERGENCY RISK SURCHARGE



We are committed for safer running ships and cleaner environment
Be responsible towards the environment. Print this email only if you have to

From: Cristen Lim
Sent: Monday, April 28, 2014 8:04 PM
To: 'Sandra Rodriguez'; sam@wmj.us.com
Cc: Dorrah Nensey; Luay Al-Mahdi; Furizan Simon; Allan G. Willcockson; Maureen Lo
Subject: FMC 46: S/C 252641 Amend 4 - WASHINGTON MOVERS INC ** CONTRACT EXTENSION

Hello Sandra,

Please find attached revised adding below requests: Washington Movers Inc SVC# 252641 AMD 4

- TO EXTEND CONTRACT TO APRIL 30, 2015

Kindly send the sign page with the signature the soonest for filing.

Kindly advise if you have any questions.

Regards,

Cristen Lim
United Arab Shipping Company (UASC)
511 South Avenue -- Cranford, NJ 07016
T +1-908-272-0050 F +1-908-272-9221
E Cristen.Lim@uasc.net



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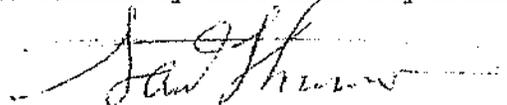
United Arab Shipping Co. (S.A.G.)
511 South Avenue Cranford,
New Jersey 07016
United States

CONFIDENTIAL SERVICE CONTRACT Number: 2013-0000252641 4 ESSENTIAL TERMS ("ET")
PUBLICATION: FMC No. 46 2013-252641

This Service Contract is entered into and between United Arab Shipping Co. (UASC) (Hereinafter referred to as "Carrier"), Washington Movers, Inc. (Herein after referred to as "Shipper") whereby the parties mutually agree to bind themselves to the term and conditions set forth in the pages attached.

In WITNESS whereof, the parties have signified, their agreement to these terms and conditions by the execution of below contract by where their duly authorized representatives.

Signature
April 28, 2014
Name: Dorrah Nensey
Address: 511 South Avenue Cranford,
New Jersey, United States 07016
Tel: 908-272-0050
Fax: 908-272-9221
Email: Dorrah.Nensey@uasc.net



Signature
April 28, 2014
Name: Mr. Sam Ghanem
Address: 7913 Cryden Way
District Heights, MARYLAND 20747
Phone: 1-301-5163000
Fax: 1-301-516-1515
Email: sam@wmius.com

Shipper Certification

Pursuant to FMC Regulation 46 C.F.R. Section 514.7, Shipper, by execution of this Contract, certifies its status and that all of its affiliates authorized to utilize this Contract as:

- (1) Cargo owner or consignee; or
- (2) Other (specify: _____); or
- (3) Signatory acting as non vessel operating common carriers(s).

NVOCCs registered in the U.S. must have a valid license from the FMC and a copy must be on file with the Carrier. Also, these NVOCCs must have tariff(s) and bond(s) on file with the FMC indicating they are in total compliance with regulations in the CFR. Copies of the tariff title pages as well as copies of the bonds must be on file with the Carrier.

NVOCC without licenses (not registered in the U.S.) can only operate in the U.S. through an appointed agent that is licensed in the U.S. as an NVOCC or as an ocean freight forwarder. Documentation supporting this must be on file with the Carrier.

EXHIBIT 13

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email customerservicefeedback@msc.us

This message and any files associated with it are intended for the addressee(s) only. It is confidential and it may contain private information or information that is subject to copyright or constitute a trade secret. You must not copy, forward or disclose this message to any party unless the writing agreement of the original sender. If you are not the intended recipient you must not copy, forward or disclose its contents or any associated file to anyone other than the addressee(s). If you have received this message in error, please destroy all copies of the message and any associated files and notify the sender immediately that you have received it in error. Thank you for your cooperation.

From: Sam Ghanem [sam@wmius.com]
Sent: Tuesday, July 15, 2014 10:50 AM
To: R ARMSTRONG USBAL SALES DISTRICT MGR
Subject: RE: washington movers SC 13-306WW - GTBEA?, IPMR, WCSA

Good morning

I want you to renew what I have on the last contract .

Thanks



Sam Ghanem President
7913 Cryden Way
District Heights, MD 20747
(301) 516-3000

From: R ARMSTRONG USBAL SALES DISTRICT MGR [<mailto:RARMSTRONG@MSC.US>]
Sent: Tuesday, July 15, 2014 5:30 AM
To: Sam@wmius.com
Subject: FW: washington movers SC 13-306WW - GTBEA?, IPMR, WCSA
Importance: High

Dear Sam

May I assume you will not want the GTBEA portion of your contract renewed.

If I have not heard back from you we can't renew the other trade lanes IPMR & WCSA which expire on 8/1/14.

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.msccva.ch

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or email customerservicefeedback@msc.us

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From: R ARMSTRONG USBAL SALES DISTRICT MGR
Sent: Sunday, July 13, 2014 8:00 AM
To: Sam@wmius.com
Subject: FW: washington movers SC 13-306WW/GTBEA renewal

Dear Sam

Good day,

Please could you confirm on below since we will need to decide whether we are renewing the contract or not.
Appreciate your prompt reply!

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.msccva.ch

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

Please take a moment to let us know how we have served you. Please click here or

email customerservicefeedback@msc.us

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From: R ARMSTRONG USBAL SALES DISTRICT MGR
Sent: Tuesday, July 08, 2014 8:36 PM
To: Sam Ghanem
Subject: FW: washington movers SC 13-306WW/GTBEA renewal

Dear Sam

Your s/c 13-306ww expires on 8/1/14 and so far our stats show you are short on volume to MSC. I would like to get you a renewal contract but need to know if you can commit to 100 TEU's next year.

If so let me know the rates you need for these ports.

Below you will see JOC statistics, more specifically, teus moved ex US to GBTEA areas in 2013 and 2014 by Washington movers. After JOC you will view same information but from IBIS.

SUBREGION	VYEAR	MDSC	MLSL	AMPL	Grand Total
E MED	2013	28	26	16	70
	2014	6			6
W AFRICA	2013	10			10
	2014	3			3
BLACK SEA	2013	2			2
N AFRICA	2013	3			3
	2014	0			0
E AFRICA	2013	1			1
GREECE and TURKEY	2013		4	121	125 *
	2014			4	4
Grand Total		53	30	141	224

Zone Name	Port Local Name	2013	2014	Grand Total
Baltimore	BEIRUT	14	8	22
		14	8	22
	DOUALA	6	8	14
	TINCAN/LAGOS	1		1
		7	8	15
	TUNIS	7	3	10
	ALGER	2		2
		9	3	12
		30	19	49

Baltimore Total	30	19	49
Grand Total	30	19	49

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.msccgva.ch

Please visit our website at <https://link.msc.net>

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

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(MSCDSM2012:01)

From: M MOONEY USBAL TRAFFIC ASST MGR
Sent: Wednesday, October 22, 2014 11:22 AM
To: V GIUNTA USNYC RELAY GTBEA LINE MGR
Cc: R ARMSTRONG USBAL SALES DISTRICT MGR
Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos

Valerio,
 Per the attached, Sam at Washington Movers is requesting to add this rate to his SVC. Please let me know if possible?

Very nice to meet you today, thanks again for the great class.

Mary Mooney
 Mediterranean Shipping Company (USA) Inc.
 2200 Broening Highway Suite:260
 Baltimore, MD 21224
 Ph: (410) 631-7567 ext. 71014
 Fx: (410) 633-6205
www.msccgva.ch

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"the Merchant shall use seals which are compliant with the latest ISO regulations or with equivalent security requirements. The Merchant shall indemnify Carrier against any loss, damage, liability or expenses whatsoever and howsoever arising, caused by the Merchant's use of a seal which does not comply with this provision. In addition, MSC reserves the right to apply penalty fee of \$ 500 in case seal is not compliant to the above"

From: V GIUNTA USNYC RELAY GTBEA LINE MGR
Sent: Tuesday, October 21, 2014 2:54 PM
To: M MOONEY USBAL TRAFFIC ASST MGR
Cc: R ARMSTRONG USBAL SALES DISTRICT MGR
Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos //////////////

Mediterranean Shipping Company (USA) INC.

POL	POD	Country	Routing	T/T	Booking Ref	Commodity
Baltimore	BEIRUT	LEBANON	Via GIOIA TAURO	25	T03810080000007	NYC OFFICE ONLY

Charge	20'	40'
OF	\$1,284	\$1,854
ISPS	\$8	\$8

CSF	\$11	\$11
ECU	\$30	\$30
Destination Charge	FREE OUT	FREE OUT
IF Shipper Owned Box	\$100	\$100
WRS	\$15	\$30
FAS	\$65	\$130
LSC	\$10	\$20

Remarks
Effective 11/01, FAS will be \$65/Teu

Below Please Find the Three Next Open Vessels Ex Baltimore()

Vessel and Voy	Opens	Cargo Cut	Arrival	Sails	ETA
MSC Vanessa MU443R	Thursday, 10/16	Friday, 10/24	Monday, 10/27	Tuesday, 10/28	Saturday, 11/22
HS Columbia MU444R	Thursday, 10/23	Friday, 10/31	Monday, 11/3	Tuesday, 11/4	Saturday, 11/29
MSC Brianna MU445R	Thursday, 10/30	Friday, 11/7	Monday, 11/10	Tuesday, 11/11	Saturday, 12/6

Unless otherwise noted and if applicable, Haz Cut and Doc Cut are one day prior General Cargo Cut

THANK YOU FOR YOUR BUSINESS

Valerio Giunta

Line Manager Greece, Turkey, Black Sea, East Med, North and West Africa Trade

MSC USA INC

420 5th Avenue, New York, NY 10018

Phone: 212-764-4800 ext 41653

Direct line: 212-827-1653

Fax: 212-827-1644

internet site: <http://www.msctva.ch/index.html>

Please take a moment to let us know how we have served you. Please [click here](#) or email customerservicefeedback@msc.us

From: M MOONEY USBAL TRAFFIC ASST MGR
Sent: Tuesday, October 21, 2014 1:12 PM
To: V GIUNTA USNYC RELAY GTBEA LINE MGR
Cc: R ARMSTRONG USBAL SALES DISTRICT MGR
Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos //////////

Thank you Valerio,
I don't have access to tier one, can you give me the rates and #?



Mary Mooney
Mediterranean Shipping Company (USA) Inc.
2200 Broening Highway Suite:260
Baltimore, MD 21224
Ph: (410) 631-7567 ext. 71014
Fx: (410) 633-6205
www.msctva.ch

Please visit our website at <https://link.msc.net>

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From: V GIUNTA USNYC RELAY GTBEA LINE MGR
Sent: Monday, October 20, 2014 3:46 PM
To: M MOONEY USBAL TRAFFIC ASST MGR
Cc: R ARMSTRONG USBAL SALES DISTRICT MGR
Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos //////////

You can offer as low as TIER1 FAK

Valerio Giunta

Line Manager Greece, Turkey, Black Sea, East Med, North and West Africa Trade

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From: M MOONEY USBAL TRAFFIC ASST MGR

Sent: Monday, October 20, 2014 3:37 PM

To: V GIUNTA USNYC RELAY GTBEA LINE MGR

Cc: R ARMSTRONG USBAL SALES DISTRICT MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos //////////

Good afternoon Valerio,

Sam at Washington Movers just called me regarding booking 038BAL1023050. The one with hhg's and auto and he wanted to auto rate.

I know we can't do the auto rate, so he wants to know what we can do? Booking is currently rated at tier 3, can we go any lower? Container

Is due to arrive in Beirut this week.

Mary Mooney

Mediterranean Shipping Company (USA) Inc.

2200 Broening Highway Suite:260

Baltimore, MD 21224

Ph: (410) 631-7567 ext. 71014

Fx: (410) 633-6205

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reserves the right to apply penalty fee of \$ 500 in case seal is not compliant to the above"

From: R ARMSTRONG USBAL SALES DISTRICT MGR
Sent: Wednesday, October 08, 2014 6:11 AM
To: M MOONEY USBAL TRAFFIC ASST MGR
Subject: FW: Washington Movers s/c 14-425ww stats for 2014 - HHG/Autos //////////

Dear Mary

Valerio GIUNTA tell Sam at Washington Movers in the below e-mail that for West Africa he will issue a new rate for HHG & Autos at the same rate.

You may want to confirm this with Valerio and if different let me know, please.

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.mscqva.ch

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From: V GIUNTA USNYC RELAY GTBEA LINE MGR
Sent: Tuesday, October 07, 2014 3:26 PM
To: R ARMSTRONG USBAL SALES DISTRICT MGR; Sam Ghanem
Cc: A DUMAY USNYC RELAY GTBEA TRAFFIC ASST MGR; E SEBAKIGA USNYC RELAY GTBEA TRAFFIC
Subject: RE: Washington Movers s/c 14-425ww stats for 2014

Dear Sam

After a second look we can work something special for you.

I would be able to waive the GRI but in case you move HHG together with cars you cannot use the rate for cars. We can provide you another set of rate for this biz.

Moreover I would like to advise that for West Africa only (excluding Nigeria where personal effect are not allowed) we can offer the same rate as cars.

thanks

Valerio Giunta

Line Manager Greece, Turkey, Black Sea, East Med, North and West Africa Trade

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420 5th Avenue, New York, NY 10018

Phone: 212-764-4800 ext 41653

Direct line: 212-827-1653

Fax: 212-827-1644

internet site: <http://www.mscgva.ch/index.html>

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From: R ARMSTRONG USBAL SALES DISTRICT MGR

Sent: Tuesday, October 07, 2014 7:46 AM

To: Sam Ghanem

Cc: V GIUNTA USNYC RELAY GTBEA LINE MGR; A DUMAY USNYC RELAY GTBEA TRAFFIC ASST MGR

Subject: RE: Washington Movers s/c 14-425ww stats for 2014

Dear Sam

The last message I received from MSC-NY was that any Auto booking with Personal effects would be rated higher as FAK \$2303 + October 1, GRI150./200.

I did ask our Trade Manager Mr. Valerio GIUNTA (in copy) if he can have your s/c 14-425ww be amended to allow a few personal effects with in the Autos but outside of the car. I am waiting for his reply.

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

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From: Sam Ghanem [sam@wmius.com]
Sent: Monday, October 06, 2014 8:58 AM
To: R ARMSTRONG USBAL SALES DISTRICT MGR
Subject: RE: Washington Movers s/c 14-425ww stats for 2014

Good morning MR. Randy

I am still waiting for Beirut rates container about to arrive and rate still the same for booking number 038BAL1023050

THANKS



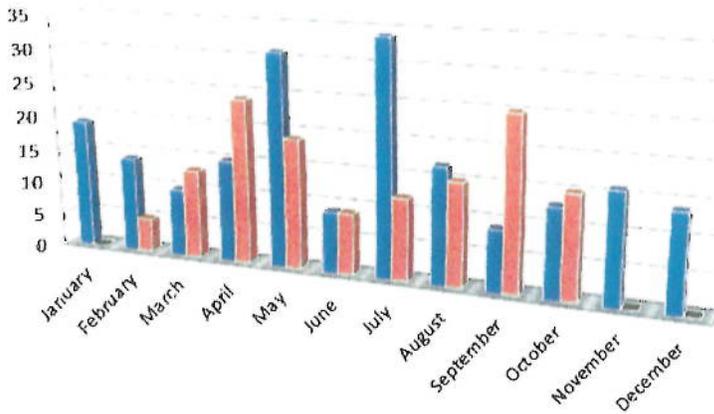
Sam Ghanem President
7913 Cryden Way
District Heights, MD 20747
(301) 516-3000

From: R ARMSTRONG USBAL SALES DISTRICT MGR [mailto:RARMSTRONG@MSC.US]
Sent: Friday, October 03, 2014 8:25 AM
To: Sam@wmius.com
Subject: Washington Movers s/c 14-425ww stats for 2014

Dear Sam

Here are the stats from Mediterranean Shipping Company for 2014.

RPT 14 - Past Year Vs Current Year Washington Movers All Trades TEUs 2014



	January	February	March	April	May	June	July	August	September	October	November	December
2013	19	14	10	15	31	9	34	17	9	13	16	14
2014	0	5	13	24	19	9	12	15	25	15	0	0

TEUs Month	Year		%	
	2013	2014	2013 (% Var)	2014 (% Var)
January	19	19	0.00%	0.00%
February	14	5	-26.32%	-
March	10	13	-28.57%	160.00%
April	15	24	50.00%	84.62%
May	31	19	106.67%	-20.83%
June	9	9	-70.97%	-52.63%
July	34	12	277.78%	33.33%
August	17	15	-50.00%	25.00%
September	9	25	-47.06%	66.67%
October	13	15	44.44%	-40.00%
November	16	16	23.08%	-100.00%
December	14	14	-12.50%	-
Grand Total	201	137		

Thank you and Best Regards

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.mscgva.ch

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

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From: [Sam Ghanem](#)
Sent: 9/30/2014 8:14 AM
To: [R ARMSTRONG USBAL SALES DISTRICT MGR](#)
Subject: RE: BEIRUT RATE for Washington Movers s/c 14-425ww

Good morning

Let me know what he say also would like to know how many container I did till now .

Thanks



Sam Ghanem President
7913 Cryden Way
District Heights, MD 20747
(301) 516-3000

From: R ARMSTRONG USBAL SALES DISTRICT MGR [<mailto:RARMSTRONG@MSC.US>]
Sent: Tuesday, September 30, 2014 6:20 AM
To: Sam@wmius.com
Subject: FW: BEIRUT RATE for Washington Movers s/c 14-425ww

Dear Sam

I just sent a e-mail to Valerio GIUNTA asking if we can make an exception perhaps as an Amendment for a few personal effects in the Autos but after seeing the below e-mail I don't think this will happen.

Regards,

Mr. Randolph Armstrong - District Sales Mgr.

410-631-7567 Office, ext 72013

410-631-7575 FAX

443-604-1960 Cell Phone

Web Site www.mscgva.ch

Mediterranean Shipping Company (USA) Inc.

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

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From: M MOONEY USBAL TRAFFIC ASST MGR
Sent: Monday, September 29, 2014 9:40 AM
To: R ARMSTRONG USBAL SALES DISTRICT MGR
Cc: S ADAMI USBAL TRAFFIC; E SEBAKIGA USNYC RELAY GTBEA TRAFFIC; Sandra
Subject: RE: BEIRUT RATE for Washington Movers s/c 14-425ww

Good morning Randy,

Below email from Eddy states "If the shippers load different commodity than cars & parts their price will go up at Fak level (\$2,303) as you already indicated to them in your earlier email ."

There is personal effects in this container, therefore we cannot apply the auto rate.

Mary Mooney
Mediterranean Shipping Company (USA) Inc.
2200 Broening Highway Suite:260
Baltimore, MD 21224
Ph: (410) 631-7567 ext. 71014
Fx: (410) 633-6205
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From: R ARMSTRONG USBAL SALES DISTRICT MGR
Sent: Saturday, September 27, 2014 7:13 AM
To: Sandra; M MOONEY USBAL TRAFFIC ASST MGR
Cc: S ADAMI USBAL TRAFFIC; E SEBAKIGA USNYC RELAY GTBEA TRAFFIC
Subject: RE: BEIRUT RATE for Washington Movers s/c 14-425ww

2200 Broening Hwy., Suite 260

Baltimore, MD 21224

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From: Sandra [airdocs@wmius.com]
Sent: Thursday, September 18, 2014 4:05 PM
To: R ARMSTRONG USBAL SALES DISTRICT MGR
Cc: sam@wmius.com
Subject: RE: BEIRUT RATE

Good afternoon Randy,

Per your conversation with Sam, we used to have the Beirut rate for \$1,900.00 out of Baltimore.

We were shocked to see a rate of \$2,400 for containers to Beirut. That is a \$500.00 difference. We need this rate in our service contract as soon as possible please and if you can work on lowering the rate more from what it already was, that would be great.

We need to drop the rates more to the African countries and Middle East please. Our container volume is increasing but we have high demands for lower rates.

Your prompt help with this will be greatly appreciated.

Best Regards,



Sandra Rodriguez
Air Documentation
7913 Cryden Way
District Heights, MD 20747
T: 301.516.3000.Ext.14
F:301.516.1515
Email: airdocs@wmius.com
www.wmius.com

From: R ARMSTRONG USBAL SALES DISTRICT MGR [<mailto:RARMSTRONG@MSC.US>]
Sent: Thursday, September 18, 2014 1:36 PM
To: airdocs@wmius.com
Subject: FW: BEIRUT RATE

EXHIBIT 14

MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland

Service Contract No. 14-425WW

1. ORIGIN(S):

USA

2. DESTINATION(S):

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Romania, Ukraine, Russia, Turkey, Greece, Algeria, Morocco, Libya, Malta, Tunisia, Nigeria, Benin, Cameroon, Sierra Leone, Togo, Ghana
IPMR: Saudi Arabia, Qatar, United Arab Emirates, Kuwait, Oman, Bahrain, Iraq, Pakistan, Yemen, Jordan, Djibouti

3. COMMODITY(IES):

GTBEA + IPMR: CARS AND PARTS
HHGDS

IPMR: MACHINERY

4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

GTBEA: 225 TEUS
IPMR: 75 TEUS
GLOBAL MVC: 300 TEUS

5. RATES AND CHARGES:

See Appendix

(a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.

(b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.

(c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

(d) If during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.

(e) Third Party Costs Clause

Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:

1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

... shall be subject to the same terms and conditions as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

(f) Shipments hereunder moving to and/or from an inland destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier tariff at the time of shipment, except as otherwise expressly provided herein.

(g) Carrier shall provide regularly scheduled sailings and space aboard its vessels for ___ TEUs per sailing, sufficient to accommodate Shipper's volume commitment reasonably spread over the Contract period

(h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one FEU or two TEUs.

6. CERTIFICATION OF SHIPPER STATUS:

Shipper hereby certifies its status as (check only one of the following):

- A. Owner of the cargo _____;
- B. A shippers' association _____; or
- C. A non-vessel operating common carrier ("NVOCC") X .

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs or, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing.

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

7. CONTRACT RECORDS:

FMC requests for service contract records should be addressed to Miss Lily Hennemann, c/o MSC, 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888

8. DURATION (TERM):

Effective : 02nd August 2014
Effective Through: 01st August 2015

9. PROVISIONS/NOTES/EXCEPTIONS:

9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where:

- The consignee refuses to abide by the terms and conditions contained in the sea waybill;
- There is a claim for wrongful delivery against Carrier even though Carrier has delivered the cargo to the consignee named in the sea waybill or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered; and
- The consignee refuses to pay any additional charges that the Shipper has agreed will apply to the carriage.

9 (b) Verification of shipments

Shipment records maintained to support the performance of this Contract will be copies of bills of lading.

9 (c) Confidentiality

This Contract is to be kept CONFIDENTIAL and is not to be reported by Carrier /Shipper or any of their members/affiliates

9 (d) Arbitration and Applicable Law

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final.

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York.

9 (e) Non-Performance

(1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e)(3) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of additional space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract.

(2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure.

(3) Notwithstanding any other provisions of this Contract, and to the extent Carrier or Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach or liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty.

9 (f) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA

DÉMURRAGE

A charge assessed against the cargo remaining inside the USA Terminal facilities after the expiration of free time, for the usage of its land.

Free Time & Charges

As per applicable Tariff.

STORAGE

A charge assessed against the cargo remaining inside the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land.

Free Time & Charges:

As per applicable Tariff.

DETENTION

A charge assessed against the cargo remaining inside the USA Terminal or Rail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's (full) equipment.

Free Time & Charges:

As per Steamship line's Tariff

PER DIEM

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road

Free Time & Charges:

As per Steamship Line's Tariff & Interchange Agreement

10. COMPLIANCE WITH LAWS

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EU, Swiss and US regulations ("the Laws").

The compliant parties warrant and represent that:

(i) they are not persons or entities restricted from doing business with and /or banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;

(ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and

(iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Co., S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland

Signature: -----
By: Pasquale Formisano
Title: Director

Shipper:

WASHINGTON MOVERS, INC.
7913 Cryden Way, Districts Heights, Maryland 20747, USA

Signature: -----
By: Sam Ghanem
Title: President

Affiliates: (if any)

EXHIBIT 15

MSC MEDITERRANEAN SHIPPING COMPANY S.A.
12-14 Chemin Rieu - 1208 Geneva - Switzerland
Service Contract No. 14-425WW

AMN 1

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Co., S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: ----- AMN 1
By: Pasquale Formisano
Title: Director

Shipper:

WASHINGTON MOVERS, INC.
7913 Cryden Way, Districts Heights, Maryland 20747, USA



Signature: ----- AMN 1
By: Sam Ghanem
Title: President

Affiliates: (if any)

EXHIBIT 16

MSC MEDITERRANEAN SHIPPING COMPANY S.A.

12-14 Chemin Rieu - 1208 Geneva - Switzerland

Service Contract No. 15-107OTE

1. ORIGIN(S):

USA

2. DESTINATION(S):

GTBEA: Egypt, Lebanon, Cyprus, Georgia, Bulgaria, Romania, Russia, Ukraine, Algeria, Turkey, Greece, Malta, Tunisia, Libya, Benin, Cameroon, Sierra Leone, Ghana, Togo, Nigeria

IPMR: Jordan, Djibouti, Yemen Republic, United Arab Emirates, Saudi Arabia, Bahrain, Qatar, Oman, Kuwait, Iraq, Pakistan

3. COMMODITY(IES):

GTBEA: CARS AND PARTS

HHGDS

IPMR: AUTO/AUTO PARTS / BOATS AND MACHINERY & PARTS

HHGDS

4. MINIMUM VOLUME COMMITMENT ("MVC") OR PORTION:

GTBEA: 225 TEUS

IPMR: 75 TEUS

TOTAL MVC: 300 TEUS

5. RATES AND CHARGES:

See Appendix

(a) In addition to the rates stated in this Contract, shipments made hereunder shall be subject to the rules, regulations, terms, conditions, surcharges, general rate increases, and all other provisions listed in Carrier's tariff(s) applicable to carriage between the relevant port of loading and the port of destination and in effect at the time of shipment including but not limited to any fees, costs, levies or charges whatsoever arising out of or related to clean air programs, and to the terms and conditions of Carrier's bill of lading or sea waybill, as the case may be, and all said provisions are hereby incorporated in this Contract by reference.

(b) The rates in this Contract shall be subject to increase by the amount of any general rate increase published in the Carrier's rate tariff applicable to the Trade(s) covered by this Contract. Said increase shall be applied by the Carrier automatically and Shipper consents to Carrier filing an amendment to this Contract with the Federal Maritime Commission reflecting said increase, without any further signature or consent of the Shipper. If rates are increased through application of this paragraph, Shipper may in its discretion request a negotiation in good faith regarding a reduction of the increase published by the Carrier. If a signature, in this case necessary, is delayed by more than five (5) business days, the Carrier can and will assess all shipments at the applicable rate based on the general rate increase as published in its tariff from the time same is into effect.

(c) If during the term of this Contract, security related charges are published by Carrier in the governing tariff(s) applicable to this Contract, covering such as, but not limited to, security charges as may be introduced at ports/ terminals covered by this Contract, such tariff published security related charges will apply in addition to all other conditions and provisions set forth in this Contract.

Contract does not include any ISPS Security Charges, which do not form PART of the freight, and which are additionally payable as levied locally by the loading and discharging port terminals.

(d) IF during the term of this Contract, Carrier changes its policy and no longer provides chassis, it shall have the right to cease providing chassis after a ninety (90) days notice to the Shipper. In the event that Carrier exercises its right to stop providing chassis, Shipper shall have the right to terminate this Contract as at the expiry of the notice or earlier by agreement. Such right to terminate shall be the sole remedy of the Shipper for Carrier's exercise of its right to stop providing chassis.

(e) Third Party Costs Clause

Notwithstanding any provision herein to the contrary whatsoever, where the Carrier is subject to extra or increased costs in the performance of this Contract which arise:

1. From facts or circumstances which were not within the contemplation of the parties at the time this Contract was made; and
2. The extra or additional costs are raised by a third party, subcontractor or company used by the Carrier in the performance of this Contract;

The Carrier shall be entitled to add the extra or additional costs to the total costs involved to the Customer and they shall apply as if the said extra or additional costs had always formed part of this Contract. The Carrier shall, if requested, provide documents in support of the extra or additional costs.

(f) Shipments hereunder moving to and/or from an inland destination and/or origin shall be subject to the applicable inland portion published in the relevant Carrier Tariff at the time of shipment, except as otherwise expressly provided herein.

(g) Carrier shall provide regularly scheduled sailings and space aboard its vessels for ____ TEUs per sailing, sufficient to accommodate Shipper's volume commitment reasonably spread over the Contract period.

(h) For purposes of this Contract, a container of 20' external length shall constitute one TEU, a container of 40' external length (including a 40' high-cube container) shall constitute one FEU or two TEUs.

6. CERTIFICATION OF SHIPPER STATUS:

Shipper hereby certifies its status as (check only one of the following):

- A. Owner of the cargo _____;
- B. A shippers' association _____; or
- C. A non-vessel operating common carrier ("NVOCC") .

If status is C above, Shipper shall provide Carrier with evidence that Shipper and any and all of its affiliates authorized to utilize this Contract have published a tariff and provided the U.S. Federal Maritime Commission ("FMC") with the financial security required by its regulations. If status is B above, Shipper shall provide Carrier with a statement that none of the members of the shippers' associations participating in this Contract are NVOCCs or, if any of the members participating in this Contract are NVOCCs, with evidence that such members have published tariffs and provided the FMC with the financial security required by its regulations. Shipper shall be under a continuing obligation to report any change in its status, or the status of any of its affiliates or members, to Carrier.

If Shipper fails to comply with the provisions of this certification, any shipments in the possession of Carrier at the time such failure is discovered may be returned to or made available to Shipper and any and all liabilities, attorneys' fees and expenses incurred by Carrier in connection with the shipment shall be for Shipper's account and constitute a lien on the cargo and any sub-freights due and owing.

Shipper shall be liable to Carrier for all liabilities, attorneys' fees, civil penalties and expenses incurred by Carrier as a result of Shipper's failure to adhere to this certification.

7. CONTRACT RECORDS:

FMC requests for service contract records should be addressed to Miss Lily Hennemann, c/o MSC Mediterranean Shipping Company S.A., 12-14 Chemin Rieu, 1208 Geneva, Switzerland, telephone number 41-22-703-8888

8. DURATION (TERM):

Effective : 02nd August 2015
Effective Through: 01st August 2016

9. PROVISIONS/NOTES/EXCEPTIONS:

9 (a) Use of Sea Waybills instead of Bills of Lading (When Applicable)

In consideration of Carrier issuing, at the Shipper's request, sea waybill(s) instead of bill(s) of lading for the contract of carriage of the cargo, the Shipper hereby indemnifies Carrier for all and any claims, losses, costs, expenses and liabilities of any nature whatsoever that arise in consequence of the use of a sea waybill instead of a bill of lading. The Shipper further undertakes to ensure that the ultimate consignee of the cargo receives a legible copy of, by fax or e-mail, and agrees to abide by, the terms, conditions, exceptions and limitations contained in the Carrier sea waybill.

Without limitation the indemnity shall include where:

- The consignee refuses to abide by the terms and conditions contained in the sea waybill;
- There is a claim for wrongful delivery against Carrier even though Carrier has delivered the cargo to the consignee named in the sea waybill or to the consignee to whom the Shipper, directly or by its agents or subcontractors, has directed the cargo should be delivered; and
- The consignee refuses to pay any additional charges that the Shipper has agreed will apply to the carriage.

9 (b) Verification of shipments

Shipment records maintained to support the performance of this contract will be copies of bills of lading.

9 (c) Confidentiality

This Contract is to be kept CONFIDENTIAL and is not to be reported by Carrier /Shipper or any of their members/affiliates.

9 (d) Arbitration and Applicable Law

Should any dispute arise out of this Contract, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final.

This Contract shall be subject to the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998, and shall otherwise be construed and governed by the laws of the State of New York.

9 (e) Non-Performance

(1) In the event that Carrier fails to provide the minimum amount of space set forth in Article 5(g) above on any sailing for reasons other than those set forth in Article 9(e)(1) hereof, then Shipper shall be entitled to additional space on one or more subsequent sailings during the term of this Contract equal to the amount of space Carrier was unable to provide. In the event Carrier fails to provide all or part of such additional space prior to the expiration of this Contract, then Shipper shall be entitled to a reduction in its minimum cargo commitment equal to the amount of such additional space that Carrier was unable to provide. The provision of additional space and the reduction of the minimum cargo commitment shall constitute Shipper's sole remedies for breach of this Contract by Carrier. Under no circumstances shall Carrier be liable for any indirect, consequential, punitive or other damages in connection with this Contract.

(2) In the event Shipper, for reasons other than those set forth in Article 9(e)(3) hereof, fails to meet the minimum cargo commitment set forth in Article 4 hereof or any portion thereof (or such cargo commitment as it may have been adjusted pursuant to this Article 9(e), whichever is less), then Shipper shall be liable for and agrees to pay to Carrier liquidated damages of \$250 per TEU for each TEU by which the amount of cargo is less than the minimum cargo commitment. Such liquidated damages shall be the sole remedy of Carrier for Shipper's failure to fulfill the minimum cargo commitment and no further liability shall be incurred by Shipper as a result of such failure.

(3) Notwithstanding any other provisions of this Contract, and to the extent Carrier or Shipper fails to meet any obligations imposed hereunder due to force majeure, the performance of this Contract shall be deemed to have been frustrated and no cause of action for breach or liability hereunder shall arise as a consequence thereof. For purposes hereof, the term "force majeure" shall mean and include, without reservation or limitation, strikes, lockouts or exceptional circumstances arising from the threat thereof; Act of God, acts of terrorism or threatened acts of terrorism, acts of State or Public Enemy, including but not limited to war, restraints of princes, riots, civil disorder and insurrection, embargo or other disruption or interference with trade; marine disaster, fire or other casualty.

9 (F) Definition of Charges (Demurrage, Storage, Detention, Per Diem) in the USA

DEMURRAGE

A charge assessed against the cargo remaining inside the USA Terminal facilities after the expiration of free time, for the usage of its land.

Free Time & Charges

As per applicable Tariff.

STORAGE

A charge assessed against the cargo remaining inside the USA Rail Road facilities and / or Container Yards after the expiration of free time, for the usage of its land.

Free Time & Charges:

As per applicable Tariff.

DETENTION

A charge assessed against the cargo remaining inside the USA Terminal or Rail Road facilities or Container Yard after the expiration of free time, for the usage of Carrier's (full) equipment.

Free Time & Charges:

PER DIEM

A charge assessed, after the expiration of free time outside of the USA Terminal or Rail Road or Container Yard facilities, for the usage of Carrier's equipment (full or empty) until it's return to Carrier's custody at the point of pick up

Free Time & Charges:

As per Steamship Line's Tariff & Interchange Agreement

10. COMPLIANCE WITH LAWS

Shippers undertakes to, and undertakes that its members, affiliates, employees and agents (collectively referred to herein with Shippers as "The compliant parties") will, comply with all applicable laws, regulations, rules and trade sanctions, including but not limited to EU, Swiss and US regulations ("the Laws").

The compliant parties warrant and represent that:

- (i) they are not persons or entities restricted from doing business with and /or banned under the Laws including but not limited to regulations of the Office of Foreign Asset Control ("OFAC"), of the Department of Treasury (including but not limited to, regulations in relation to persons and/or entities named on OFAC's Specially Designated and Blocked Persons List), the EU and Swiss regulations;
- (ii) they are not engaged and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities; and
- (iii) the cargo shipped under the Contract is not banned under the Laws.

The compliant parties undertake that their subcontractors shall comply with obligations at least as protective as the obligations set forth in this clause.

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Company S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: -----
By: Pasquale Formisano
Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC
7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA



Signature: -----
By: Sam Ghanem
Title: PRESIDENT

Affiliates: (if any)

EXHIBIT 17

MSC MEDITERRANEAN SHIPPING COMPANY S.A.
12-14 Chemin Rieu - 1208 Geneva - Switzerland
Service Contract No. 15-1070TE

AMN 1

11. CONTRACT PARTIES:

The parties (Parties) are (a) MSC Mediterranean Shipping Company S.A (Carrier) and (b) the shipper/consignee whose name and address is below, and (c) any other shippers and/or consignees listed (all of which shippers and consignees are called Shippers).

Carrier:

MSC Mediterranean Shipping Company S.A.
12-14 Chemin Rieu, 1208 Geneva, Switzerland



Signature: ----- AMN 1
By: Pasquale Formisano
Title: Senior Vice President

Shipper:

WASHINGTON MOVERS INC
7913 Cryden Way, DISTRICT HEIGHTS, MARYLAND 20747, USA



Signature: ----- AMN 1
By: Sam Ghanem
Title: PRESIDENT

Affiliates: (if any)

EXHIBIT 32



Federal Maritime Commission Service Contract Filing System

Service Contract
Filing System
(SERVCON)

X >> Contract Number Is 15-1070TE

and	▼	Effective Date	▼	Is On	▼	<input type="text"/>	mm/dd/yyyy	Add
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-  [Notices](#)
-  [Management](#)
-  [Help](#)



Federal Maritime Commission Service Contract Filing System

Service Contract
Filing System
(SERVCON)

SERVCON Search Conditions

Effective Date	▼	Is On	▼		mm/dd/yyyy	Add
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15-1070TE	Search	Reset	Show First:	ALL ▼	Archive Notices
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-  [Notices](#)
-  [Management](#)
-  [Help](#)

No documents were found with this criteria.

EXHIBIT 33



Federal Maritime Commission Service Contract Filing System

Service Contract
Filing System
(SERVCON)

X >> Contract Number Is 15-107OTE

and Effective Date Is On mm/dd/yyyy

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-  Notices
-  Management
-  Help

Found 2, showing first 2

Score	Organization Name	Org #	Type	Contract #	Amd #	Eff. Date	Profile
1000	MEDITERRANEAN SHIPPING CO	001699	VOCC	15-107OTE	0	8/7/2015	
1000	MEDITERRANEAN SHIPPING CO	001699	VOCC	15-107OTE	1	12/28/2015	



Federal Maritime Commission Service Contract Filing System

Service Contract
Filing System
(SERVCON)

SERVCON Search Conditions

Effective Date Is On mm/dd/yyyy

Show First: [Archive Notices](#)

-  [Search](#)
-  [Notices](#)
-  [Management](#)
-  [Help](#)

Found 2, showing first 2

Score	Organization Name	Org #	Type	Contract #	Amd #	Eff. Date	Profile
40	MEDITERRANEAN SHIPPING CO	001699	VOCC	15-107OTE	0	8/7/2015	
27	MEDITERRANEAN SHIPPING CO	001699	VOCC	15-107OTE	1	12/28/2015	