



## Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

11/20/2009

Harry Lux  
Tropical Shipping & Construction Co Ltd  
5 E 11th St  
Riviera Beach, FL 33404-6920

The Florida Department of Environmental Protection has reviewed your application for registration as a transporter or handler for universal waste lamps and devices destined for recycling. Based on the information received, the facility located at **5 E 11th St, Riviera Beach, FL 33404-6920** has been registered through **March 1, 2010** with the following status:

Facility ID # **FLR000095737**  
**Transporter of Universal Waste Lamps and Devices**

The registration form for the year **2010** will be sent to the contact person on your application.

Chapter 62-737, Florida Administrative Code (F.A.C.), (copy enclosed) specifies several other requirements including packaging, training and record keeping for transporters and handlers of and reverse distribution programs for universal waste lamps or devices destined for recycling. These requirements are simple, flexible and make good business and environmental sense (summarized on enclosed fact sheets).


This registration does not allow you to transport or handle universal waste lamps or devices which are destined for landfill or other disposal. The transportation or handling of universal waste lamps or devices destined for disposal is subject to our hazardous waste management regulations under Chapter 62-730, F.A.C.

If any of your facility's information on the Universal Waste Lamp and Device Transporter and Handler Registration Form changes, please notify me at Mail Stop 4555 at the address above. I can also be contacted at (850) 245-8759 or at [Laurie.Tenace@dep.state.fl.us](mailto:Laurie.Tenace@dep.state.fl.us).

Sincerely,

Laurie Tenace  
Environmental Specialist  
Hazardous Waste Management Section

Enclosures

 <b>8700-12FL - FLORIDA NOTIFICATION OF REGULATED WASTE ACTIVITY</b> DEP Waste Management Division-HWRS, MS4560 2600 Blair Stone Rd. Tallahassee, FL 32399-2400 (850) 245-8772		Date Received (for FDEP Official Use Only)	
EPA ID: <span style="border: 1px solid black; padding: 2px;">  </span>		MTS: <span style="border: 1px solid black; padding: 2px;">  </span>	
<b>1. Reason for Submission</b> Mark "X" in correct box:  <div style="font-size: 1.5em; font-weight: bold; margin-left: 20px;">NOV 6 6 2009</div>		<input checked="" type="checkbox"/> To provide <b>initial notification</b> (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities). <input type="checkbox"/> To provide <b>subsequent notification</b> (to update status and facility identification information). <input type="checkbox"/> Is this the <b>final notification</b> (see instructions) for the facility?	
<b>2. Facility or Business Name:</b> <u>BSHW Tropical Shipping &amp; Construction Company, LTD</u>		<b>FEID No.</b> <div style="border: 1px solid black; padding: 2px; text-align: center;"> <span style="border: 1px solid black; padding: 0 5px;">5</span> <span style="border: 1px solid black; padding: 0 5px;">9</span> <span style="border: 1px solid black; padding: 0 5px;">1</span> <span style="border: 1px solid black; padding: 0 5px;">1</span> <span style="border: 1px solid black; padding: 0 5px;">1</span> <span style="border: 1px solid black; padding: 0 5px;">4</span> <span style="border: 1px solid black; padding: 0 5px;">1</span> <span style="border: 1px solid black; padding: 0 5px;">8</span> <span style="border: 1px solid black; padding: 0 5px;">7</span> </div>	
<b>3. Facility Operator</b> (List additional Operators in the comments section).		<b>Name of Operator:</b> <u>Tropical Shipping &amp; Construction Co., LTD</u> <input type="checkbox"/> <b>New Operator</b> <b>Date became Operator:</b> <u>06 / 23 / 1962</u> <div style="text-align: center; font-size: 0.8em;">mm dd yy</div>	
<b>Street or P.O. Box:</b> <u>5 East 11th Street</u>		<b>Phone Number:</b> <u>800-367-6200</u>	
<b>City or Town:</b> <u>Riviera Beach</u>		<b>State:</b> <u>FL</u>	<b>Zip Code:</b> <u>33404</u>
<b>Operator Type:</b> <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other _____			
<b>4. Facility Physical Location Information</b>		<b>Physical Street Address:</b> <u>5 East 11th Street</u>	
<b>City or Town:</b> <u>Riviera Beach</u>		<b>State:</b> <u>FL</u>	<b>Zip Code:</b> <u>33404</u>
<b>County:</b> <u>Palm Beach</u>		If available, please attach a map or sketch of the facility boundaries.	
<b>Latitude:</b> <span style="border: 1px solid black; padding: 0 2px;">2</span> <span style="border: 1px solid black; padding: 0 2px;">6</span> <span style="border: 1px solid black; padding: 0 2px;">4</span> <span style="border: 1px solid black; padding: 0 2px;">6</span> <span style="border: 1px solid black; padding: 0 2px;">1</span> <span style="border: 1px solid black; padding: 0 2px;">8</span> <span style="border: 1px solid black; padding: 0 2px;">9</span> <span style="border: 1px solid black; padding: 0 2px;">N</span> <b>Longitude:</b> <span style="border: 1px solid black; padding: 0 2px;">8</span> <span style="border: 1px solid black; padding: 0 2px;">0</span> <span style="border: 1px solid black; padding: 0 2px;">0</span> <span style="border: 1px solid black; padding: 0 2px;">3</span> <span style="border: 1px solid black; padding: 0 2px;">1</span> <span style="border: 1px solid black; padding: 0 2px;">8</span> <span style="border: 1px solid black; padding: 0 2px;">3</span> <span style="border: 1px solid black; padding: 0 2px;">W</span> <b>Method:</b> <u>GPS</u> <div style="text-align: center; font-size: 0.7em;">             dd mm ss.ssss                      dd mm ss.ssss                      Datum:           </div>			
<b>5. Facility North American Industry Classification System (NAICS) Code(s)</b>		<b>A.</b> <u>48311</u> <b>B.</b> _____ <b>C.</b> _____ <b>D.</b> _____	
<b>6. Facility or Business Mailing Address</b>		<b>Street Address or P.O. Box:</b> <u>5 East 11th Street</u>	
<b>City or Town:</b> <u>Riviera Beach</u>		<b>State:</b> <u>FL</u>	<b>Zip Code:</b> <u>33404</u>
<b>7. Facility or Business Contact Person</b>		<b>First Name:</b> <u>Harry</u> <b>Last Name:</b> <u>Lux</u> <b>Title:</b> <u>Safety &amp; Environmental</u>	
<b>Phone Number:</b> <u>561-840-2930</u> <b>Extension:</b> <u>-</u> <b>E-Mail:</b> <u>hlux@tropical.com</u>		<b>Street or P.O. Box:</b> <u>5 East 11th Street</u>	
<b>City or Town:</b> <u>Riviera Beach</u>		<b>State:</b> <u>FL</u>	<b>Zip Code:</b> <u>33404</u>
<b>8. Real Property (Land) Owner of the Facility's Physical Location</b> (List additional real property owners in the comments section.)		<b>Name of Real Property (Land) Owner:</b> <u>Port of Palm Beach</u> <input type="checkbox"/> <b>New Owner</b> <b>Date became Owner:</b> ____/____/____ <div style="text-align: center; font-size: 0.8em;">mm dd yy</div>	
<b>Street or P.O. Box:</b> <u>PO Box 9935,</u>		<b>Phone Number:</b> <u>561-842-4201</u>	
<b>City or Town:</b> <u>Riviera Beach</u>		<b>State:</b> <u>FL</u>	<b>Zip Code:</b> <u>33404</u>
<b>Owner Type:</b> <input type="checkbox"/> Private <input type="checkbox"/> Federal <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> Other _____			



**B. Universal Waste (UW) Activities (Mark 'X' in all that apply) ("accumulated" means at any one time):**

- ☐ Large Quantity Handler (LQH) = 5,000 kg (11,000 lb) or more of any combination of UW accumulated
- ☐ Small Quantity Handler (SQH) = always less than 5,000 kg accumulated
- ☐ Mercury-containing devices LQH = 100 kg (220 lb) or more accumulated by for-hire handler
- ☐ Mercury-containing devices SQH = less than 100 kg accumulated by for-hire handler
- ☐ Mercury-containing lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler
- ☐ Mercury-containing lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler
- [Note: 4 lamps = 1 kg, 62-737.200(10)]
- ☐ Pharmaceuticals LQH = 5,000 kg or more of universal pharmaceutical waste (UPW) accumulated
- ☐ Pharmaceuticals LQH = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste accumulated
- ☐ Pharmaceuticals SQH = always less than 5,000 kg of UPW and always 1 kg or less of acutely hazardous UPW accumulated

(1) For those Managing	Generate/ Accumulate	Transport (see note in instructions)	Handle at Transfer Facility	(2) Enter your estimate of the maximum amount (in pounds) of each type of UW on site or transported at any one time.
a. Batteries	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Based on shippers requirements
b. Pesticides	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Based on shippers requirements
c. Pharmaceuticals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Based on shippers requirements
d. Mercury Containing Devices	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Based on shippers requirements
e. Mercury Containing Lamps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Based on shippers requirements

(3) Mercury Recovery and/or Reclamation Facility ☐ Note: A hazardous waste permit is required for this activity. [Rule 62-737.800, F.A.C.]  
[Chapter 62-737, F.A.C.]

(4) Reverse Distributor of UW ☐ Pharmaceuticals ☐ Lamps ☐ Devices ☐

(5) Destination Facility for UW ☐ Note: for this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.

**C. Used Oil Activities:****(1) Used Oil Transporter - indicate type(s) of activity(ies):**

- ☒ a. Transporter
- ☐ b. Transfer Facility

**(2) ☐ Collection Center****(3) ☐ Used Oil Processor** (A permit is required for this activity.)**(4) ☐ Off-Specification Used Oil Burner****(5) ☐ Used Oil Fuel Marketer****(6) Used Oil Filter**

- ☒ a. Transporter
- ☐ b. Transfer Facility
- ☐ c. Processor
- ☐ d. End User

(7) Used Oil Transporters, Transfer Facilities, Collection Centers, Off-Specification Burners and Marketers must pay an annual \$100 registration fee. Used Oil Processors are exempt from this fee. If applicable, enclose a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection.

☒ A check is enclosed.

**(8) Specific Certification to be signed by all Used Oil Transporters**

I certify as a Used Oil Transporter that the training program and financial responsibility required under Section 62-710.600, F.A.C., are in place, current and being adhered to. If any modifications have been made to the originally approved training program, they are explained in attachments to this registration form. Evidence of financial responsibility is demonstrated by the attached Used Oil Transporter Certificate of Liability Insurance, DEP form 62-710.901(4), F.A.C.

  
Signature of Authorized Person

Harry Lux

Print Name of Authorized Person

(9) The records required under the provisions of Rule 62-710.510, F.A.C., are kept at (check one):

- ☒ our mailing (business) address
- ☐ The site (facility) address

EPA ID No.

**D. Other State Regulated Waste Activities:**☐ **Petroleum Contact Water (PCW) Handler** [Chapter 62-740, F.A.C.]

Note: A water facility permit may be required for this activity.

**10. Waste Codes for Federally Regulated Hazardous Wastes:** List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112).

Hazardous waste transporters list codes routinely or usually transported. Use an additional page if more spaces are needed.

1	K048	2	K049	3	K050	4	K051	5	K052	6	K169	7	K170
8	K171	9	K172	10		11		12		13		14	
15		16		17		18		19		20		21	
22		23		24		25		26		27		28	

**11. Other Status Changes (Mark 'X' in all that apply):****A. Non-Handler of Regulated Waste at This Facility**

- ☐ (1) Business no longer generates, transports, treats, stores, or disposes of hazardous waste
- ☐ (2) Waste generated by business has been delisted.
- ☐ (3) Other (explain) \_\_\_\_\_

**B. Facility Closed**

- ☐ (1) Closed at this location and **moved or moving** to another - submit a new Form 8700-12FL for the new location if you will be handling regulated waste there.
- ☐ (2) Out of Business - Business closed on \_\_\_\_\_ (Date). Please provide a contact person, mailing address, and phone number where you can be reached after closing.

Contact \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

☐ **C. Property Tax Default**☐ **D. Petition for Bankruptcy Protection**

**12. Certification:** I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. If I have notified as a transfer facility, I am aware that transfer facilities must comply with the requirements of Rule 62-730.171, FAC, and Rule 62-730.182, FAC.

Signature of owner, operator, or an authorized representative

Print Name and Title

Date Signed (mm-dd-yyyy)

Harry Lux, Safety &amp; Environmental Mgr.

11-02-2009

If the person who filled in this form is not the Facility Contact or Operator, please complete the information below:

(Name of person completing this form)

(Phone Number)

(E-mail Address)

**13. Comments:**

Tropical Shipping & Construction Company, LTD, a foreign flagged vessel operator, is applying for an EPA Hazardous Waste Transporter ID# as a WATER CARRIER only.

Please note that the British Marine insurance coverage handles all the ship issues, and the TT Club covers shore operations.

Telephone: +44 (0)20 7488 1024  
Facsimile: +44 (0)20 7481 1812  
E-Mail: managers@britishmarine.com

Société Anonyme RCS 71026



British Marine Luxembourg S.A.  
UK Branch  
Walsingham House  
35 Seething Lane  
London EC3N 4DQ

**British Marine Luxembourg S.A.**

**PROTECTION & INDEMNITY**

**POLICY OF INSURANCE**

**No.: 00320000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY**

To: Tropical Shipping & Construction Company Limited (Owner)

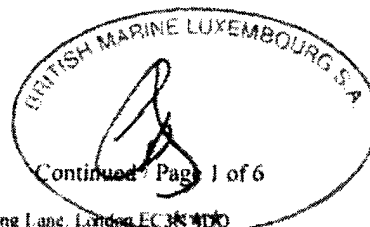
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC LURE	1,827	1983

Evidence of Insurance Clause

The Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

In the event that an Assured tenders this Policy/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Assured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Insurer does not so consent.



British Marine Luxembourg S.A. UK Branch • Registered office: Walsingham House, 35 Seething Lane, London EC3N 4DQ  
VAT Registered No. GB 524 723652 • Registered Company No. FC022505 • Branch No. BR005527

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Facsimile: +44 (0)20 7481 1812  
E-Mail: managers@britishmarine.com  
Société Anonyme RCS 71026



British Marine Luxembourg S.A.  
UK Branch  
Walsingham House  
35 Seething Lane  
London EC3N 4DQ

**British Marine Luxembourg S.A.**  
**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00326000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY**

To: Tropical Shipping & Construction Company Limited (Owner)

**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC MIST	1,827	1983

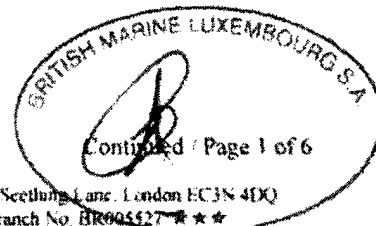
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London EC3N 4DQ

**British Marine Luxembourg S.A.**  
**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00327000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY**

To: Tropical Shipping & Construction Company Limited (Owner)

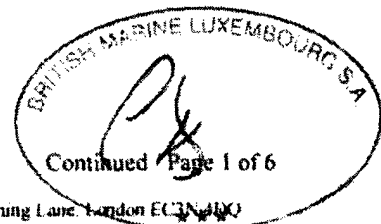
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC NIGHT	1,561	1976

**Evidence of Insurance Clause**

The Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

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**No.: 00328000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
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To: Tropical Shipping & Construction Company Limited (Owner)

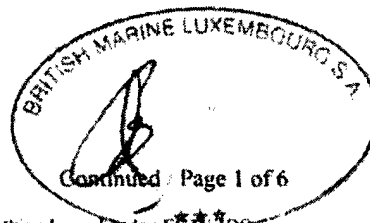
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC OPAL	1,561	1979

Evidence of Insurance Clause

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**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00329000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s)

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
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To: Tropical Shipping & Construction Company Limited (Owner)

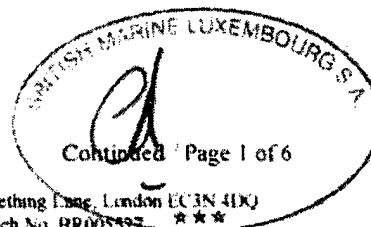
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC PALM	3,048	1978

**Evidence of Insurance Clause**

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**POLICY OF INSURANCE**  
**No.: 00330000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s)

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY**

To: Tropical Shipping & Construction Company Limited (Owner)

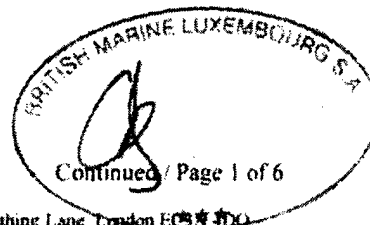
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC SUN	6,536	1992

**Evidence of Insurance Clause**

The Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

In the event that an Assured tenders this Policy/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Assured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Insurer does not so consent.



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Facsimile: +44 (0)20 7481 1812  
E-Mail: managers@britishmarine.com

Société Anonyme RCS 71026



British Marine Luxembourg S.A.  
UK Branch  
Walsingham House  
35 Seething Lane  
London EC3N 4DQ

**British Marine Luxembourg S.A.**  
**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00331000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY**

To: Tropical Shipping & Construction Company Limited (Owner)

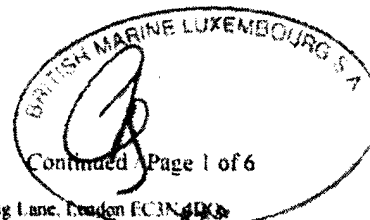
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC TIDE	6,536	1993

Evidence of Insurance Clause

The Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

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British Marine Luxembourg S.A. UK Branch • Registered office: Walsingham House, 35 Seething Lane, London EC3N 4DQ  
VAT Registered No. GB 524723652 • Registered Company No. FC022505 • Branch No. BR005527

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**British Marine Luxembourg S.A.**  
**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00332000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY**

To: Tropical Shipping & Construction Company Limited (Owner)

**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC UNITY	10,857	2002

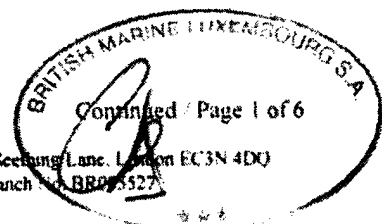
Evidence of Insurance Clause

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VAT Registered No. GB 524 723652 • Registered Company No. EC022505 • Branch No. BR005527



# Confirmation of Insurance

Issue Date: 31 December 2008

## Assured

Tropical Shipping & Construction Co. Ltd.  
Tropical Shipping USA, LLC and Birdsell, Inc.  
4 East Port Road, Suite 411  
Riviera Beach, FL 33404

This confirmation is issued as a matter of information only and confers no rights upon the holder, nor does it amend, extend or alter the insurance coverage afforded.

Insurer ("The Association")  
TT Club Mutual Insurance Ltd.  
International House, 26 Creechurch Lane,  
London EC3A 6BA  
United Kingdom

Assured's Policy of Insurance Number: T0825/2008/001

Issuer (on behalf of the Association)  
Through Transport Mutual Services (Americas)  
Harborside Financial Center  
Plaza Five, Suite 2710  
Jersey City, NJ 07311

This is to confirm that the Assured is presently insured by the Association under the above mentioned Policy of Insurance in accordance with the standard Insurance Clauses of the Association for the Cover stated below (a copy is available on request) and the terms and conditions of the Assured's insurance against the following principal risks:

V A L I D	Risks Insured under Cargo Handling Facility Cover		Limit of Liability (each Accident)
	Clause/Paragraph		
X	C1	Liabilities for Cargo and Customer's Ships or other property	USD 5,000,000
	1.1	Cargo	
	1.2	Customer's other Property	
	1.3	Customer's Ships	
	C2	Errors and Omissions Liability	USD 1,000,000 (annual aggregate)
	C3	Third Party Liabilities	USD 5,000,000
	1.1	Loss of Damage to Third Party Property	
	1.2	Death or Bodily Injury of Third Parties other than Employees	
	1.3	Death or Bodily Injury of Employees	
X	C4	Fines and Duty	USD 5,000,000
X	C5	Costs	USD 5,000,000
X	C6	Handling Equipment	USD 5,000,000
X	C8	Property: Loss and Damage	USD 5,000,000
X	C17	Fire Legal	USD 1,000,000 (annual aggregate)
X	C18	Tenants Legal	USD 1,000,000 (Annual Aggregate)

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Account Year: 1 January 2009

Policy Review Date: 31 December 2009

## Confirmation Holder ("Holder")

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

## Cancellation:

If it should become necessary to cancel the insurance before the Policy Review Date by reason of non payment of amounts due to the Association, the Association will endeavour to send 30 days written notice to the Holder, but failure to send such notice shall impose no obligation or liability of any kind upon the Association, its Managers or their agents or its correspondents

Signed on behalf of the Insurer

*Laura P. P. P.*

Poor Original

