

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA

IN ADMIRALTY

In the Matter of The Complaint

of

Sea Star Lines, LLC, d/b/a TOTE Maritime Puerto Rico, as Owner; and TOTE Services, Inc., as Owner *pro hac vice* of the S.S. EL FARO for Exoneration from or Limitation of Liability

CASE NO.

**AD INTERIM STIPULATION OF VALUE**  
**AND STIPULATION FOR COSTS**

WHEREAS Sea Star Lines, LLC, d/b/a TOTE Maritime Puerto Rico, as Owner of the S.S. EL FARO (hereafter "Vessel") and TOTE Services, Inc., as owner *pro hac vice* (hereafter collectively "Plaintiffs") have instituted a proceeding for Exoneration from or Limitation of Liability on account of all losses, damages, injuries or destruction allegedly resulting from the voyage and/or casualty described in the Complaint filed herein, in which Plaintiffs demand, among other things, that the Court issue (1) a notice to all persons asserting claims for loss, damage, death, injuries, or destruction as a result of the voyage and/or casualty, admonishing them to file their claims with the Clerk of the Court and to answer the Complaint, and (2) an injunction restraining commencement and/or prosecution of any actions, claims, or proceedings of any nature or description whatsoever, in any and all courts, against Plaintiffs, the master, crew, employees and agents as well as the Vessel, or any other property of Plaintiffs as a result of the incident described in the Complaint, except pursuant to the Monition granted in this action; and

WHEREAS, Plaintiffs wish to provide an Ad Interim Stipulation for the value of their interest in the Vessel, which is zero, the pending freight, which is \$2,072,703.50, and the \$420 per gross registered ton fund for death claims, which is \$13,236,300.00, for a total of \$15,309,003.50 as security for all those who may file claims herein,

NOW THEREFORE, Steamship Mutual Underwriting Association Limited, hereby undertakes by its attorney-in-fact Holland & Knight LLP, 50 North Laura Street, Suite 3900, Jacksonville, Florida 32202 that it will pay into the Court, the sum of \$15,309,003.50 U.S. Dollars, with interest at a rate of six percent (6%) per annum from the date hereof, within ten (10) days after any order of this Court that it shall do so. Until any such order of this Court, this Ad Interim Stipulation shall stand as security for all claims in these proceedings for Exoneration from or Limitation of Liability.

It is stipulated and agreed for the benefit of whom it may concern that Steamship Mutual Underwriting Association Limited is bound in the sum of \$15,309,003.50 plus interest at six percent per annum from the date hereof and Steamship Mutual Underwriting Association Limited shall abide by all orders, interlocutory or final, of this court or any appellate court with jurisdiction, and shall pay any money up to \$15,309,003.50 plus interest at six percent per annum from the date hereof, and costs in accordance with 28 U.S.C. § 1920-1925 as awarded by final decree(s) or judgment(s) against Plaintiffs entered in this action, or in the case of an appeal by any appellate court unless the amount or value of Plaintiffs' interest in the Vessel, including pending freight and the \$420 per gross registered ton fund shall have been paid into the Court by Steamship Mutual Underwriting Association Limited in which event this Ad Interim Stipulation is to be void as of said payment into Court.

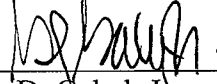
Steamship Mutual Underwriting Association Limited submits itself to the jurisdiction of this Court for this matter only and for the limited purpose of filing and fulfilling this Ad Interim Stipulation.

The reason this Ad Interim Stipulation is made by the undersigned and not by Steamship Mutual Underwriting Association Limited, is that Steamship Mutual Underwriting Association Limited is a foreign association (United Kingdom), none of whose officers is now within this District.

THUS DONE AND EXECUTED this 30th day of October, 2015.

**STEAMSHIP MUTUAL UNDERWRITING  
ASSOCIATION LIMITED**

**By: HOLLAND & KNIGHT LLP**



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As attorney-in-fact for the above limited purpose  
only