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GULF/SOUTH AMERICA
DISCUSSION AGREEMENT

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GULF/SOUTH AMERICA DISCUSSION AGREEMENT

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UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

03448/00105/1316

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1. Full Name of the Agreement. The full name of this Agreement is the Gulf/South America Discussion Agreement.

2. Purpose of the Agreement. The purpose of this Agreement is to permit the parties to consult, discuss and develop a non-binding consensus on rates, charges and other aspects of the Trade (as defined in Article 4) through the activities authorized hereunder.

3. Parties to the Agreement. The names and addresses of the principal offices of the parties to this Agreement are set forth in Appendix A.

4. Geographic Scope of the Agreement. The geographic scope of this Agreement is the trade (the "Trade"), via any combination of direct, transshipment or intermodal service, between (a) U.S. Gulf ports and U.S. inland and coastal points via such ports and (b) ports in Colombia, Ecuador, Peru, Chile, Argentina, Brazil, Venezuela and Trinidad, and inland and coastal points via such ports.

5. Overview of Agreement Authority.

(a) The parties are authorized to exchange information, meet, consult, discuss and where appropriate enter into consensus or agreement upon the terms and conditions of their respective tariffs, service contracts and other transportation contracts, rates, charges, rules, practices and other aspects of the services provided by them or other carriers in the Trade, whether or not contained in a tariff or service contract, and any other aspects of the Trade, including: (i) tariffs, service contracts based upon volume or share of cargo, volume incentive programs, time volume arrangements, bills of lading, and all other types of transportation contracts, (ii) voluntary rate guidelines relating to the terms and procedures of service contracts entered into by one or more parties, provided that the guidelines explicitly state the rights of the parties not to follow the guidelines (it being understood that any such guidelines shall be confidentially submitted to the U.S. Federal Maritime Commission), (iii) port-to-port, intermodal, overland, landbridge, interior point, proportional, through, combination, joint, minimum, maximum, volume, time/volume, project, ad valorem, commodity, FAK and all other types of rates, (iv) currency adjustment, fuel adjustment, interest, terminal, demurrage, detention, consolidation, equalization, broker, freight forwarder, and all other types of charges, allowances, freight adjustments, commissions, and payments, (v) equalization, alternate port service, vessel sailings and movements, receipt, storage, handling and delivery of cargo or equipment, shipper credit, collection, equipment use and rental, free time practices, commodity classifications, and all other types of practices or terms and conditions of carriage of cargo, (vi) vessel charter hire and terms and conditions, vessel fuel and incidental expenses, and stevedoring and other port expenses, and (vii) all other aspects of the Trade, including cargo carryings, revenue, competition, shippers, trade flows

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and trends, commodities, legislation, regulation, agents, terminal facilities and practices, and equipment movements and availability.

(b) This Agreement shall be divided into the following three sections: (i) the WCSA Section relating to the sub-trades to and from the Pacific Coast of Colombia, Ecuador, Peru and Chile, (ii) the ECSA Section relating to the sub-trades to and from Argentina and Brazil, and (iii) the NCSA Section relating to the sub-trades to and from Venezuela, the Atlantic Coast of Colombia, and Trinidad.

(c) Meetings and other actions under this Agreement shall be conducted on a section-by-section basis.

(d) For purposes of this Agreement, the parties, or any of them, may meet in person, by telephone or by internet connection and may exchange information by written, fax or internet exchanges. Some or all of the parties may also meet jointly with shippers, forwarders, regulators, or other persons or organizations relating to any matter within the scope of this Agreement.

(e) No party shall be bound to adhere to any agreement or decision reached under this Agreement, except as set forth in Article 6(b).

(f) This Agreement does not authorize the parties to publish a joint tariff.

(g) The parties are authorized to enter into understandings or other arrangements implementing this Agreement; provided that no such arrangement requiring filing under Section 5 of the U.S. Shipping Act of 1984 shall become effective unless and until it has been filed and become effective thereunder.

6. Officials of the Agreement and Delegations of Authority.

(a) This Agreement shall initially be administered by the parties themselves, but they may thereafter appoint such additional administrative officials as they deem appropriate to carry out the terms of this Agreement.

(b) The parties shall share the cost of meetings and other expenses incurred in carrying out this Agreement as they may from time to time determine.

(c) Legal counsel for this Agreement and for the parties hereto each shall have the authority, with full power of substitution, on behalf of the parties to file this Agreement with the U.S. Federal Maritime Commission, to execute and file with such Commission any modification to this

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Agreement agreed to by the parties, and to execute and submit to such Commission any associated materials in support thereof.

7. Membership, Withdrawal, Readmission and Expulsion. Any carrier in a subtrade of any Section may be admitted or readmitted as a member of the Section on unanimous consent of the existing members of the Section. Any party may withdraw from a Section or the Agreement on at least six months' notice to the other parties, provided that no such notice may become effective prior to June 30, 2001. A party may withdraw on notice to the other parties in the event of an insolvency, bankruptcy or reorganization of another party or in the event of a material breach of this Agreement or any implementing arrangement that is not corrected within 30 days after notice to the breaching party. A party may be expelled from any Section by vote of a majority of the parties to this Agreement. Any such change in membership shall become effective upon the effectiveness under Section 5 of the U.S. Shipping Act of 1984 of a modification hereof embodying such change in membership.

8. Voting. Voting in any Section shall be by a majority of the members of the Section.

9. Duration and Termination of the Agreement. This Agreement shall continue in effect indefinitely, provided that this Agreement may be terminated at any time by the written agreement of all parties. The U.S. Federal Maritime Commission shall be notified promptly of any such termination of this Agreement.

10. Miscellaneous. This Agreement shall become effective on the first date on which it may be lawfully implemented under the U.S. Shipping Act of 1984 and shall be binding upon and enure to the benefit of only the parties hereto. Any notice hereunder shall be in writing and sent to each other party at its address set forth in Appendix A (or at such other address as the party shall have specified by notice hereunder) and shall be deemed to have been given upon receipt thereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of April 24, 2000.

ASSOCIATED TRANSPORT LINE, L.L.C.

By Wade Hooker
Wade S. Hooker, Jr.
Attorney-in-Fact

INDUSTRIAL MARITIME CARRIERS (U.S.A.) INC.

By Wade Hooker
Wade S. Hooker, Jr.
Attorney-in-Fact

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APPENDIX A

Members

The following are the respective names and addresses of the principal offices of the parties to this Agreement and Sections to which they are members:

Name	Office Address	Sections
Associated Transport Line, L.L.C.	Suite 975 2 Northpoint Drive Houston, TX 77060-3226	ECSA, NCSA
Industrial Maritime Carriers (U.S.A.) Inc.	Suite 3100 One Canal Place 365 Canal Street New Orleans, LA 70130-1112	WCSA, ECSA, NCSA
West Coast Industrial Express, L.L.C.	Suite 975 2 Northpoint Drive Houston, TX 77060-3226	WCSA

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JUN 29 2001
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

* Effective August 13, 2001.