

**GULF/SOUTH AMERICA DISCUSSION AGREEMENT**  
**FMC AGREEMENT NO. 011707-010 006**  
**MODIFICATION NO. 10 6**  
**2<sup>ND</sup> 1<sup>ST</sup> REVISED PAGE NO. 1**

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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, 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,

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competition, shippers, trade flows 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 (iii) the NCSA Section relating to the sub-trades to and from Venezuela, the Atlantic Coast of Columbia, 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 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