

SECOND REVISED TITLE PAGE

WEST COAST OF SOUTH AMERICA
DISCUSSION AGREEMENT

FMC AGREEMENT NO. 203-011426-029



Date of Last Republication: September 9, 1999

Expiration Date: None

West Coast of South America
Discussion Agreement
FMC Agreement No. 203-011426-029
First Revised Page No. 4

(m) Discussions regarding competitive conditions in the Trade and the need or desirability for neutral body or self-policing services, cargo inspection, documentation audit and billing and collection of free time, demurrage and detention charges and services related thereto.

5.02. This Agreement does not authorize any common tariffs. The Parties are not required hereunder to agree upon, or if they do agree, to adhere to any uniform rates, charges, practices, conditions of service, or other decisions. Each Party shall designate a point or points of entry for receipt of all inter-Party communications in connection with the operation of this Agreement.

5.03. The Parties may meet in person, by telephone or conduct business by written, telex or telefax exchanges. At any meeting and in order to foster a consensus, all carriers may communicate directly with one another and express their views with respect to any matter authorized by Article 5 hereof.

5.04. To further assist in reaching a consensus, all Parties may communicate directly or indirectly with some or all of the other carrier Parties and exchange information with them, with respect to any matter authorized by Article 5 herein.

5.05. The Parties, or any two or more of them may jointly enter into service contracts for cargo moving in the Trade. The Parties may adopt voluntary guidelines relating to the terms and procedures of a Party's or Parties' service contracts which guidelines shall be submitted confidentially to the Federal Maritime Commission.

5.06. The Parties may charter space to, from and among each other on vessels owned or operated by them on such terms and conditions as they shall agree. The Parties may also jointly establish sailing schedules, port rotation, limit sailing and jointly advertise each others vessels, provided however that any such activities in which the Parties shall engage pursuant to this Article 5.06 shall be on an ad hoc, interim (defined to mean for a period not to exceed ninety (90) days), sporadic or emergency basis, it being understood that all on-going space charter arrangements (and other activities) shall be pursuant to separate and discreet agreement filed with the Federal Maritime Commission.

5.07. The Agreement shall submit to the FMC separate and sequentially numbered confidential minute records on a

3. Inland or coastal points in Ecuador, Colombia, Peru and Chile and inland points in Bolivia,
4. In-transit cargo to and from Argentina via ports in Chile,

hereinafter called "the Trade".

ARTICLE 5: AGREEMENT AUTHORITY

5.01. This Agreement authorizes, but does not require, Parties hereto, through their respective officials, employees, agents and other representatives and with regard to transportation services in the Trade, to meet, discuss, otherwise communicate and consult, exchange information and points of view, endeavor to cooperate and reach voluntary and non-binding consensus and accord with respect to the establishment, maintenance, revision and cancellation of or otherwise concerning:

(a) Rates, including differential, time/volume, volume incentive, local, proportional (whether origin or destination based), tariff, non-tariff, through, joint, minimum, joint and/or individual service contract and all other kinds of rates;

(b) Charges, including surcharges, arbitraries and outport differentials, detention, per diem, demurrage, handling, bill of lading, and all other kinds of charges;

(c) Classifications;

(d) Rules and practices, including those relating to:

(1) The terms and conditions under which rates or charges may be paid or credit may be extended to shippers, including the currency or currencies of payment, the period (including any credit period) within which payment must be made, and the denial of credit to any shipper failing to comply with such terms and conditions;

(2) The receipt, handling, storage and delivery of cargo;

(3) Payment of compensation including the amount and terms and conditions of payment thereof to ocean transportation intermediaries as defined in Section 3(17)(A) of the Shipping Act of 1984 as amended;

West Coast of South America
Discussion Agreement
FMC Agreement No. 203-011426-029

SIGNATURE PAGE

IN WITNESS WHEREOF, the Members to FMC Agreement No. 202-011426 hereby agree this 26th day of April, 2000, to amend the Agreement as per the attached pages, and to file same with the U.S. Federal Maritime Commission.

A.P. MOLLER-MAERSK SEALAND

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

COMPANIA CHILENA DE NAVEGACION
INTEROCEANIA, S.A.

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

COMPANIA SUD AMERICANA
DE VAPORES, S.A.

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

APL Co. PTE Ltd.

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

SEABOARD MARINE LTD.

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

MEDITERRANEAN SHIPPING COMPANY, SA

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

SIGNATURE PAGE (continued)

SOUTH AMERICA INDEPENDENT
ASSOCIATION and its
Member lines:

Trinity Shipping Line, SA

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

Interocean Lines Inc.

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

NYK/NOS JOINT SERVICE

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

HAMBURG-SUDAMERIKANISCHE
DAMPFSCHIFFFAHRTSGESELLSCHAFT
EGGERT & AMSINCK (Columbus Line)

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

P&O NEDLLOYD B.V.

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

SOUTH PACIFIC SHIPPING
COMPANY, LTD d/b/a Ecuadorian
Line

By: Marc J. Fink
Marc J. Fink
Attorney-in-fact

HAMBURG-SUDAMERIKANISCHE
DAMPFSCHIFFFAHRTSGESELLSCHAFT
EGGERT & AMSINCK D/B/A CROWLEY
AMERICAN TRANSPORT

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