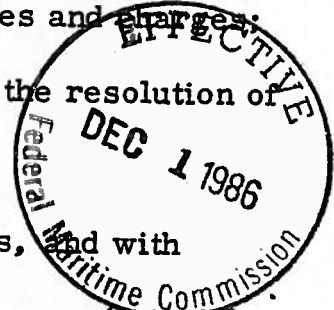


(e) Engage in activities, and enter into lawful agreements with or among rail, air, or motor carriers, carriers by water other than common carriers by water subject to the Shipping Act of 1984, forwarders, consolidators and other persons concerning the foreign inland segment of through transportation;

(f) Provide for self-policing and enforcement of the obligations of the Members under this Agreement; cargo and shipping document inspection; the collection of underpayments of tariff rates and charges and rules and procedures governing such activities and the resolution of disputes arising therefrom;

(g) Meet, discuss and agree among themselves, and with Contractors, upon the terms of payment of rates and charges in tariffs ~~published~~ established pursuant to this Agreement, including the furnishing of bonds and other arrangements to insure the payment of such tariff rates and charges and other matters relating to the payment and collection thereof such as: rules regarding the time and currency in which such payments shall be made; currency conversion rules; and credit conditions including security requirements, qualification and disqualification of Sureties, suspension, denial and restoration of credit privileges, handling of delinquent accounts and interest thereon, distribution among Members of partial recoveries of defaults and related collection costs and offsets against



Member's shares thereof for untimely reporting of outstanding and delinquent shipper accounts, and notice to Members with respect to all such matters;
and


(h) Succeed to all of the interests, funds, property, records, accounts, claims, obligations and rights of Atlantic & Gulf American-Flag Berth Operators ("AGAFBO") Agreement, FMC No. 9355, and its Members, under any contracts or agreements to which it and they are party including, but not limited to, housekeeping and other administrative arrangements and agreements; employment and procurement contracts; bonds and other financial instruments furnished by Contractors to insure the payment of freight and obtain credit privileges, and to further succeed to and continue in effect without interruption, AGAFBO Tariff FMC No. 3, and as it may be renamed, renumbered or otherwise amended to reflect said succession in conformity with FMC regulations;

(i) Meet, discuss and negotiate with individual shippers, shippers' associations and other groups of shippers with regard to tariff rates, charges, classifications, rules and regulations;

(j) Charter space on any other Member's vessel pursuant to the rules and procedures set forth at Annex A of this Agreement and which Annex is hereby incorporated by reference.

IN WITNESS WHEREOF, the Members have caused this Modification
to be executed below by their duly authorized representatives.


FARRELL LINES INCORPORATED

Signature: 

Name: David B. Letteney

Title: Attorney-In-Fact

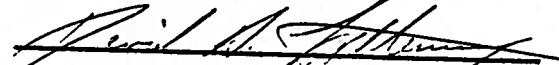
SEA -LAND SERVICE, INC.

Signature: 

Name: David B. Letteney

Title: Attorney-In-Fact

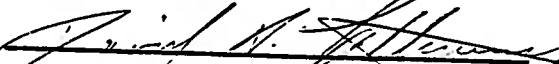
UNITED STATES LINES, INC.

Signature: 

Name: David B. Letteney

Title: Attorney-In-Fact

LYKES BROS. STEAMSHIP CO. INC.

Signature: 

Name: David B. Letteney

Title: Attorney-In-Fact

New York, New York
October 16, 1986