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FEDERAL MARITIME
COMMISSION
OFFICE OF THE SECRETARY

FMC Agreement No.: 010714-007 Effective Date: Sunday, June 5, 1988
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(c) Obtain, compile, maintain and distribute such information, records, and statistics as may be deemed necessary or desirable to conduct their business;

(d) Not Used

ARTICLE 14: SERVICE CONTRACTS

The Members, directly or through their professional staff, agents and contractors, and with respect to relevant cargo they transport or offer to transport in the trade, are authorized to agree to jointly negotiate and enter into service contracts, including time-volume and time-revenue contracts, with individual shippers, shippers' associations (as defined at Section 3(24) of the Shipping Act of 1984) and other groups of shippers, and agree to the terms and conditions of any such contracts, including the amendment, extension or renegotiation thereof. Except as so agreed, no Member shall, individually or jointly with any other Member or other carrier, negotiate or enter into a service contract with any person or persons which covers the transportation of relevant cargo in the trade. Provided, however, that prior to the execution of any service contract any Member may elect not to participate, or to limit its participation therein, in which event the contract shall so state. Further provided, that the right of independent action under Article 13 of this Agreement shall not apply in any respect whatsoever to service contracts and may not be exercised to deviate, in any respect whatsoever, from the terms and conditions of any service contract entered into by agreement of the Members as herein provided with respect to the transportation of any cargo within the scope of such contract. Further provided, that each contract entered into hereunder, and its essential terms, shall be filed with the Federal Maritime Commission ("FMC") in accordance with FMC regulations applicable thereto. Pursuant to Article 6.1 of this Agreement, the Chairman, subject to the direction of the Members, is authorized to negotiate and execute service contracts for and on behalf of the Members. Voting by Members with respect to service contracts and matters related thereto shall be governed by the rules and procedures of general applicability set forth at Article 8 of this Agreement and such contracts and contract matters may be considered and acted upon at meetings, and by poll, as also generally provided by said Article 8.

ARTICLE 15: OBLIGATIONS OF MEMBERS

- 15.1 Members shall strictly abide by all of the terms of this Agreement and all rules and regulations established pursuant thereto. No Member, nor any holding, parent, subsidiary, associated or affiliated company of a Member, shall provide, arrange or participate in any arrangement for transportation of relevant cargo in the trade at rates or on terms and conditions other than those established or otherwise authorized pursuant to this Agreement.
- 15.2 All rates and other charges for or in connection with the transportation of relevant cargo in the trade shall be quoted, charged and collected by Members in accordance with Agreement tariffs and no part thereof shall be, directly or indirectly, remitted or refunded in any manner or by any device.
- 15.3 Each Member unconditionally warrants that neither it nor any parent, subsidiary, associated or affiliated company, or its agents or their agents or any of them, shall either directly or indirectly, in any manner or by any device whatsoever, give or promise to any former, present or prospective shipper, consignee, forwarder, broker, cargo owner or beneficial owner, intermediary or cargo interest; or to any director, officer, employee, agent or representative of such person or persons, or to any member of the family of any of the aforesaid, any return, commission, compensation, concession, or any free or reduced storage, passenger fare or transportation rate, charge or facility, or any bribe, gratuity, gift of substantial value or other payment or remuneration, or render any service to any of the foregoing, outside or beyond that provided for in the Agreement tariffs, for or in consideration of its or any other patronage in the trade.

15.4 Except as specifically authorized elsewhere in this Agreement, no Member shall take independent action with respect to any matter within its scope. Each Member warrants that no entity or person representing it as an agent, or in any other capacity, shall represent any non-member vessel operating or non-vessel operating carrier transporting or offering to transport relevant cargo in the trade except to the extent the Members may otherwise agree or where no other agent is available.

15.5 Except as may be duly required by governmental regulations, compulsory process of law, or otherwise agreed, no Member shall disclose to any person, except representatives of other Members, the Chairman and members of his staff, and its own or the Agreement's attorneys, the view or position of any Member on any matter considered under the Agreement or any legally privileged or otherwise confidential Agreement business, and it is expressly stipulated that any conduct in conflict with these undertakings shall constitute a serious breach of this Agreement for which liquidated damages of \$10,000 may be assessed.

ARTICLE 16: MINUTE FILING AND RECORD RETENTION

16.1 Minutes of meetings of Members pursuant to this Agreement shall be filed with the FMC in accordance with such regulations as it may prescribe.

16.2 Records of activities under this Agreement to the extent required by FMC regulations, shall be retained by the Chairman.

ARTICLE 17: AGREEMENT EXPENSES AND HOUSEKEEPING
ARRANGEMENTS

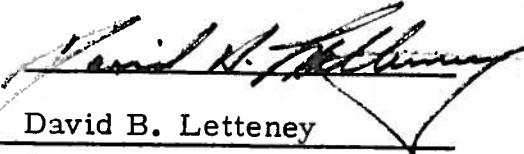
17.1 The expenses of the Agreement shall be apportioned among the Members as they shall from time to time determine. Invoices for assessments to meet such expenses shall be rendered periodically by the Chairman to the Members and be promptly paid. The Chairman is authorized to apply a Member's financial guarantee under Article 7.1(c) to satisfy any such assessment which is outstanding for more than sixty (60) days after written notice of delinquency to such Member.

17.2 (a) For purposes of economy and administrative efficiency, the Agreement may enter into housekeeping arrangements with other carrier associations or persons and may share office space, equipment, facilities, personnel and administrative services; and participate in joint pension, insurance and other employee benefit plans, with such other associations or persons.

(b) All housekeeping operations and functions shall be conducted and performed under the administrative supervision of the Chairman, and shall be directed by any committee of the Members they may designate for that purpose.

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

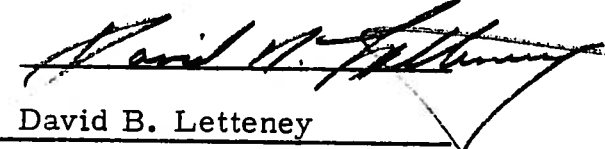
Farrell Lines Incorporated

Signature: 

Name: David B. Letteney

Title: Attorney-In-Fact

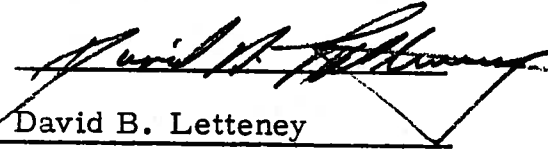
Sea-Land Service, Inc.

Signature: 

Name: David B. Letteney

Title: Attorney-In-Fact

Lykes Bros. Steamship Co., Inc.

Signature: 

Name: David B. Letteney

Title: Attorney-In-Fact

New York, N. Y.
April 20, 1988