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Sea-Land Service, .Inc
6000 Carnegie Blvd.
Charlotte, NC 28209American President Lines, Ltd.
1111 Broadway
Oakland, CA 94607OFFICIAL SECRETARY
FEDERAL MARITIME COMMLykes Lines Ltd, LLC
401 Jackson Street
Tampa, FL 33602ARTICLE 4: GEOGRAPHIC SCOPE OF AGREEMENT

4.1 This Agreement covers the transportation of relevant cargo by the Members in the foreign commerce of the United States except that which is transported between any port, point or place in the United States and any port, point or place in the Far East. Provided, however, nothing herein shall authorize the Members to discuss or agree upon prices for, or any other matter relating to, inland transport services within the European Economic Area ("EEA"). For purposes of this Article 4.1, the term "inland transport within the EEA" means the transportation, via any mode, of cargo having a prior or subsequent transatlantic movement in the Trade beyond the gate of any European marine terminal employed by a Member to or from any point (i) in the EEA or (ii) outside the EEA where the inland transport route traverses territory within the EEA, but excluding transshipment by sea between a European port within the EEA and a European port not within the EEA.

4.2 For the purposes of this Article, "United States" means the District of Columbia; Commonwealths of Puerto Rico and the Northern Marianas; all other United States territories and possessions; and the several States except Alaska and "Far East" means the area lying west of 130 degrees West Longitude and East of 90 degrees East Longitude.

4.3 The above described geographic scope of this Agreement shall, for the purposes of the operation thereof, be sectionalized as follows.

Section A shall cover all shipments of relevant cargo moving to/from ports in North Europe.

Section AA shall cover all shipments of relevant cargo moving to/from ports in the Mediterranean and adjacent and tributary seas and including all ports in Spain.

Section AAA shall cover all shipments of relevant cargo moving between ports within the geographic scope of this Agreement which are not covered by Sections A or AA.

4.4 If, at any time, there shall be less than two Members electing to participate in Section A or in Section AA of this Agreement, the operations of said Section or Sections shall be suspended until such time as two or more Members elect to so participate. Nothing in this Agreement shall prohibit or restrict any Member or Members from adhering to any other Conference or Rate Agreement covering the transport of relevant cargo in any Section of this Agreement, the operations of which have been suspended.

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Except as otherwise provided in Article 4.1 hereof with respect to inland transport within the EEA and in Article 14 hereof with respect to 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:

(a) Agree upon, establish, cancel, maintain and revise:

(i) rates, including volume, time-volume, local, proportional (including proportional rates based on origin/destination) and through rates (whether single-factor, multi-factor, combination, joint, intermodal or non-intermodal, or otherwise) and inland portions of through rates; charges for all services provided in connection with transport in the trade not covered by such rates, including terminal charges and any surcharges; classifications of cargo; rules; regulations; and tariffs, including separate tariffs or separate sections in tariffs pertaining to service to or within any particular area within the geographic scope of this Agreement; and (ii) rates, rules and charges relating to per diem, free time and detention on carrier-provided containers,

chassis and related equipment; positioning or return of such equipment; interchange with connecting carriers; receiving, handling storing, pick-up and delivery of cargo; consolidation; container yards, depots, and freight stations; and route coding services; (iii) rules, allowances arbitraries and other matters relating to alternate port service by Members, including the application of such service to the positioning or return of empty carrier equipment; and (iv) such matters as may be ancillary to the transportation of cargo in the trade;

(b) Declare any tariff rate, rule or regulation to be "open", with or about agreed minimum or other limitation, and thereafter declare any tariff matter so "opened" to be "closed";

(c) Subject to the protection of such confidential service contract information and such aggregation of individual member data as may be appropriate, obtain, compile, maintain and distribute such information, records, and statistics as may be deemed necessary or desirable to conduct their business;

(d) 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;

(e) Meet, discuss and agree among themselves, and with Contractors, upon the terms of payment of rates and charges established pursuant to this Agreement, including the furnishing of bonds and other arrangements to insure the payment of such calendar days after receipt of notice thereof or on such later date as may be otherwise required by FMC regulations. At any rates and charges and other matters relating to the payment and collection thereof such as: rules regarding the time and currency

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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 delinquent shipper accounts, and notice to Members with respect to all such matters; and

(f) 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;

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

(h) 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.

the business of the Agreement. Such committees may be authorized, in whole or in part: to make recommendations, studies and reports; otherwise consider, and take final action concerning, any or all matters within the scope of this Agreement; implement decisions reached pursuant to this Agreement; and delegate or assign any of the foregoing functions to other committees. The Members may likewise decide to revise the functions and authority of any committees so established and to abolish any committee at any time it is no longer reconsidered to be needed. Unless otherwise unanimously agreed, each Member shall be entitled to full and equal membership on any committee which is so established and delegate authority to and designate the person or persons selected to represent it.

ARTICLE 7: ADMISSION AND READMISSION TO, AND WITHDRAWAL
AND EXPULSION FROM, MEMBERSHIP IN AGREEMENT

7.1 (a) Any ocean common carrier, as defined in the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of 1998 (the "Act"), operating vessels documented under the laws of the United States and who has been regularly engaged as such a carrier in the trade, or who furnishes evidence an ability and intention in good faith to abide by all the terms and conditions of this Agreement, may hereafter become a Member hereof. Every application for admission or readmission to membership (hereinafter "admission") shall be acted upon promptly. No ocean common carrier which has complied with the conditions set forth in this Article shall be denied admission to membership. Prompt notice of admission shall be provided to the FMC and no admission shall be effective prior to the postmark date of such notice. Advice of any denial of admission to membership, together with a statement of the reasons therefor, shall be furnished promptly to the FMC.

Act and further provided that any Member may, at any time subsequent to said effective date, alter any prior sectional participation option it has exercised with effect (i) 15 days following written notice thereof to the Chairman or (ii) on the day the membership of any new Member may become effective provided that written notice thereof, in that event, is submitted to the Chairman prior to that day. Sectional membership under this Agreement shall be shown on the Signature Page hereof. Subsequent revisions thereto shall be filed with the FMC for information.

7.2 (a) Any Member may resign without penalty from the Agreement, effective not less than 60 calendar days after receipt of written notice thereon by the Chairman who shall immediately provide copies of the notice to the other Members. Provided, however, that the retention of any security for the payment of outstanding obligations hereunder shall not be considered as a penalty. Resignation on less than such notice shall render a Member liable for liquidated damages in the sum of \$1,000 per day for each such day but not to exceed a total amount of \$50,000. Notice of the resignation of any Member shall be furnished promptly to the FMC.

(b) Any Member may, within thirty (30) calendar days of receipt of a notice of resignation by another Member, resign by the same procedure and subject to the same conditions, but effective not earlier than the day designated by such other Member's notice of resignation. The tendering of a notice of resignation shall not, until the resignation becomes effective, relieve a Member of its obligations under this Agreement, but a Member shall not, after it submits such a notice, be entitled to vote on any matter which is to continue in effect until, or become effective after, the effective date of its resignation.

Sectional Committee. Only Members participating in a Section may attend meetings of that Section or otherwise engage in Agreement affairs exclusively pertaining thereto.

(d) The Members may, from time to time, adopt and revise parliamentary procedures governing the conduct of meetings and other Agreement proceedings and determine the manner in which parliamentary issues are to be resolved.

ARTICLE 9: DURATION OF AGREEMENT

9.1 (a) This Agreement may be implemented, in whole or in part, as from its effective date pursuant to the Act. Provided, however, that the general obligations of the Members pertaining to adherence to Agreement tariffs set forth at Article 14.2 hereof shall not be binding upon any Member until the first day a tariff of rates and charges filed pursuant to this Agreement, and covering the transportation of relevant cargo in any particular sector of the trade a Member serves, becomes effective pursuant to said Act and the applicable regulations of the FMC.

(b) Any subsequent amendment to this Agreement shall become effective on the first day it may be lawfully implemented under the Act except that should such an amendment stipulate that it shall enter into effect at a later time, then it shall be effective at such later time.

ARTICLE 13: INDEPENDENT ACTION

13.1 Except as otherwise provided herein, any Member shall have the right to take independent action with respect to any rate or service item upon five (5) calendar days' written notice to the Chairman, received during normal business hours, specifying said action. Provided, however, that should a Member elect to adhere to a particular tariff entry less favorable interest than that adopted by the other Members, the foregoing five (5) day requirement shall not apply, and the Member shall have the right, upon notice to the Chairman, to take independent action immediately, with effect from the earliest date an appropriate tariff publishing may be accomplished by the Chairman or on such later date as the Member may specify.

13.2 Upon receipt of a Member' notice of independent action, the Chairman shall promptly advise all other Members participating in the Section or Sections to which it pertains thereof. Each other Member shall thereupon have the right to adopt that action with effect from the same date, or any subsequent date, by so advising the Chairman in writing. Except to so adopt the independent action of another Member, no Member may revise any matter with respect to which it has provided notice of independent action, and whether or not that action has become effective, without first providing notice of such intent in accordance with Sub Article 13.1 hereof.

13.3 The Chairman shall implement an authorized independent action of a Member by effecting the publication thereof in the appropriate tariff for its use effective five (5) calendar days after receipt of notice thereof or on such later date as may be otherwise required by FMC regulations. At any time before or after a Member has given notice of independent action, and at any

time before or after such independent action becomes effective, the Members may discuss and adopt the proposed, pending or effective independent action, or may take any other action in response thereto, including action for the purpose of reaching a compromise. Any matter so decided by the Members shall be in accordance with the terms of this Agreement and, unless adopted without modification, no proposed, pending or effective independent action of any Member shall be canceled or altered without such Member's consent. Nothing herein shall require a Member proposing an independent action to (i) attend any meeting called to discuss the independent action or (ii) compromise the independent action.

ARTICLE 14: SERVICE CONTRACTS

14.1 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, as defined at Section 3(19) of the Act, with shippers and agree to the terms and conditions of any such contracts, including the amendment, extension or renegotiation thereof. Prior to the execution of any CSC any Member may elect not to participate, or to limit its participation therein, in which event the contract shall so state. Each CSC entered into hereunder, shall be filed with the FMC, and its essential terms published, 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 CSCs for and on behalf of the Members. Voting by Members with respect to CSCs 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.

14.2 Each Member is authorized to enter into individual service contracts ("ISCs) and any two or more Members are authorized to enter into joint individual service contracts (i.e., "multi-carrier service contracts" or "MCSCs"). Nothing in this Agreement shall (i) prohibit or restrict a Member or Members from engaging in negotiations for ISCs or MCSCs; (ii) authorize a Member or Members to disclose a negotiation of an ISC or MCSC or the terms and conditions thereof, other than those required to be made publically available by the Act; or (iii) authorize the Members to adopt mandatory rules or requirements affecting the right of an Agreement Member or Members to negotiate and enter into ISCs and/or MCSCs. Provided, however, that the Members are authorized to exchange information relating to ISCs and MCSCs and discuss such information as is in the public domain or available by reason of a legal requirement or where a shipper party has consented to such disclosure/discussion.

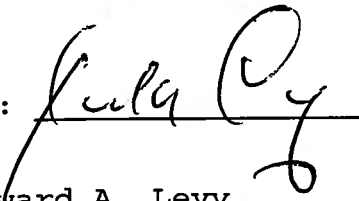
14.3 The Members may agree upon voluntary guidelines which relate solely to technical, non-commercial matters, or to the disclosure by a Member or Members to the other Members of the existence, but not the terms (other than those required to be published under applicable U.S. law) of an ISC or MCSC with a shipper when such shipper requests an Agreement service contract or an MCSC. In addition, the Members may promulgate and adopt a standard/model Agreement service contract which any Member or Members may refer to and utilize as a basis for negotiating service contracts with shippers. The Members are also authorized to refer to and adopt published Agreement rates and/or tariff provisions in connection with their ISC and MCSCs. No Member is required to utilize such model service contract and the Members are not authorized to discuss which contract form, rates or tariff terms are or are not, or may or may not be, included in any ISC or MCSC except when as between two or more Members are entering into an MCSC.

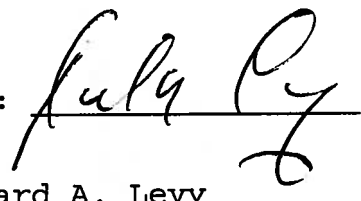
EXECUTION OF AGREEMENT

Wherefore, the Parties have caused this 28th amendment to the Agreement to be executed by their duly authorized representatives as witnessed below and have explicitly agreed that it shall enter into force on 1 May 1999 or the day it becomes effective under the Act, whichever shall be the later.

Lykes Lines Limited, LLC

Sea-Land Service, Inc.

Signature: 
Name: Howard A. Levy

Signature: 
Name: Howard A. Levy

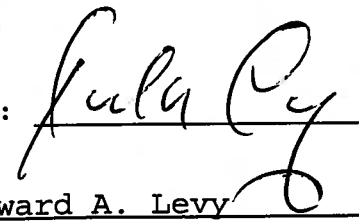
Title: Attorney-In-Fact

Title: Attorney-In-Fact

Sectional Membership: A/AAA

Sectional Membership: A/AAA

American President Lines Ltd.

Signature: 
Name: Howard A. Levy

Title: Attorney-In-Fact

Sectional Membership: A/AAA

New York, N.Y.
Masrch 5, 1999