ARTICLE 4. GEOGRAPHIC SCOPE

A. Member Trade

The geographic scope of the Association extends between Atlantic and Gulf ports of the United States located between Eastport, Maine, and Brownsville, Texas, ports in the Commonwealth of Puerto Rico, on the one hand; and ports located in the Leeward/Windward Islands, Barbados, Trinidad, Guyana and Suriname, on the other hand, including points located within the Continental United States (excluding Hawaii and Alaska) and Puerto Rico and points in nations of the Leeward/Windward Islands, Barbados, Trinidad, Guyana and Suriname via the aforementioned ports. This geographic scope is herein referred to as "the trade".

EFFECTIVE
AUG 14 1997
Federal Maritime Commission

FMC Agreement No.: 010979-028 Effective Date: Thursday, August 14, 1997
Downloaded from WWW.FMC.GOV on Friday, October 30, 2020

ARTICLE 4. GEOGRAPHIC SCOPE

A. Member Trade

The geographic scope of the Association extends between Atlantic and Gulf ports of the United States located between Eastport, Maine, and Brownsville, Texas, ports in the Commonwealth of Puerto Rico, on the one hand; and ports located in the Leeward/Windward Islands, Barbados, Trinidad, Guyana and Suriname, on the other hand, including points located within the Continental United States (excluding Hawaii and Alaska) and Puerto Rico and points in nations of the Leeward/Windward Islands, Barbados, Trinidad, Guyana and Suriname via the aforementioned ports. This geographic scope is herein referred to as "the trade".

FMC Agreement No.: 010979-028 Effective Date: Thursday, August 14, 1997
Downloaded from WWW.FMC.GOV on Friday, October 30, 2020

ARTICLE 8. VOTING PROCEDURES

Decisions reached under this Agreement shall be by mutual agreement of all members entitled to vote, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached. A member of a voting Section as defined herein not providing an active service to an Island within that Section, will not be entitled to vote on any matter relating to that Island during the period of the member's nonservice. Any discussions between or among any two or more members of a voting Section in which they are entitled to vote, in which agreements are reached, shall be by mutual agreement of those members participating, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached.

The Association voting section membership is:

Section 1 (Leeward/Windward Islands & Trinidad to/from Continental United States)

Bernuth Lines, Ltd.
Cari Freight Shipping Co. Ltd.
Compagnie Generale Maritime
Crowley American Transport, Inc.
Interline Connection, NV
Seaboard Marine, Ltd.
Tecmarine Lines, Inc.
Tropical Shipping & Construction Co., Ltd.

Section 2 (Leeward/Windward Islands & Trinidad to/from Puerto Rico)
Crowley American Transport, Inc.
Interline Connection, NV
Tropical Shipping & Construction Co., Ltd.

Section 3 (Guyana and Suriname to/from Continental United States)
Bernuth Lines, Ltd.
Cari Freight Shipping Co. Ltd.
King Ocean Service, S.A.
Seafreight Line, Ltd.
Tecmarine Lines, Inc.

FMC Agreement No.: 010979-028 Effective Date: Thursday, August 14, 1997
Downloaded from WWW.FMC.GOV on Friday, October 30, 2020

ARTICLE 8. VOTING PROCEDURES

Decisions reached under this Agreement shall be by mutual agreement of all members entitled to vote, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached. A member of a voting Section as defined herein not providing an active service to an Island within that Section, will not be entitled to vote on any matter relating to that Island during the period of the member's nonservice. Any discussions between or among any two or more members of a voting Section in which they are entitled to vote, in which agreements are reached, shall be by mutual agreement of those members participating, it being fully understood that no member is required to adhere, other than voluntary, to any decision reached.

The Association voting section membership is:

Section 1 (Leeward/Windward Islands <u>& Trinidad</u> to/from Continental United States)

Bernuth Lines, Ltd.
Cari Freight Shipping Co. Ltd.
Compagnie Generale Maritime
Crowley American Transport, Inc.
Interline Connection, NV
Seaboard Marine, Ltd.
Tecmarine Lines, Inc.
Tropical Shipping & Construction Co., Ltd.

Section 2 (Leeward/Windward Islands <u>& Trinidad</u> to/from Puerto Rico)
Crowley American Transport, Inc.
Interline Connection, NV
Tropical Shipping & Construction Co., Ltd.

Section 3 (Guyana and Suriname to/from Continental United States)
Bernuth Lines, Ltd.
Cari Freight Shipping Co. Ltd.
King Ocean Service, S.A.
Seafreight Line, Ltd.
Tecmarine Lines, Inc.

FMC Agreement No.: 010979-028 Effective Date: Thursday, August 14, 1997
Downloaded from WWW.FMC.GOV on Friday, October 30, 2020

IN WITNESS WHEREOF, the Members have executed these revisions to Article 3 and Article 5 as of the 26 Day of June 1997.

TROPICAL SHIPPING & CONSTRUCTION CO., LTD.

By: Philip Busby
Philip F. Busby
Executive Director

TECMARINE LINES, INC.

By: Philip Busby
Philip F. Busby
Executive Director

BERNUTH LINE, LTD.

By: Philip Busby
Philip F. Busby
Executive Director

CROWLEY AMERICAN TRANSPORT, INC

By: Philip Busby
Philip F. Busby
Executive Director

INTERLINE CONNECTION, NV

By: Philip Busby
Philip F. Busby
Executive Director

KING OCEAN SERVICE, S.A.

By: Philip Busby
Philip F. Busby
Executive Director

SEABOARD MARINE, LTD.

By: Philip Busby
Philip F. Busby
Executive Director

CARI FREIGHT SHIPPING CO. LTD.

By: Philip Busby
Philip F. Busby
Executive Director

SEAFREIGHT LINE, LTD.

By: Philip Busby
Philip F. Busby
Executive Director

COMPAGNIE GENERALE MARITIME

By: Philip Busby
Philip F. Busby
Executive Director

vlm/6.26.97

FMC Agreement No.: 010979-028 Effective Date: Thursday, August 14, 1997
Downloaded from WWW.FMC.GOV on Friday, October 30, 2020