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".
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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.
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Compagnie Generale Maritime
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Seaboard Marine, Ltd.
Tecmarine Lines, Inc.
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Bernuth Lines, Ltd.
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Seafreight Line, Ltd.
Tecmarine Lines, Inc.
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 F. Busby
   Executive Director

By: Philip F. Busby
   Executive Director

BERNUTH LINE, LTD.

By: Philip F. Busby
   Executive Director

By: Philip F. Busby
   Executive Director

INTERLINE CONNECTION, NV

By: Philip F. Busby
   Executive Director

By: Philip F. Busby
   Executive Director

SEABOARD MARINE, LTD.

By: Philip F. Busby
   Executive Director

By: Philip F. Busby
   Executive Director

SEAFREIGHT LINE, LTD.

By: Philip F. Busby
   Executive Director

By: Philip F. Busby
   Executive Director

CROWLEY AMERICAN TRANSPORT, INC

KING OCEAN SERVICE, S.A.

CARI FREIGHT SHIPPING CO. LTD.

COMPAGNIE GENERALE MARITIME

vlm/6.26.97