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WEST COAST EXPRESS  
JOINT SERVICE AGREEMENT

FMC AGREEMENT  
NO. ~~207-0~~ 11656 - 000 ORIGINAL  
(1ST EDITION) TITLE PAGE

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OFFICE OF THE SECRETARY  
FEDERAL MARITIME COMMISSION

WEST COAST EXPRESS JOINT SERVICE AGREEMENT

EFFECTIVE  
APR 24 1999  
UNDER THE  
SHIPPING ACT  
OF 1984  
Federal Maritime Commission

09105259.WP5

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WEST COAST  
INDUSTRIAL EXPRESS  
JOINT SERVICE AGREEMENT

FMC AGREEMENT  
NO. 011656  
(1ST EDITION)

SUBSTITUTE  
1ST REVISED  
PAGE NO. 1

1. Full Name of the Agreement. The full name of this Agreement is the West Coast Industrial Express Joint Service Agreement.

2. Purpose of the Agreement. The purpose of this Agreement is to establish a joint service in the Trade (as defined in Article 4) through the activities authorized hereunder.

3. Parties to the Agreement. The following are the respective names and addresses of the principal offices of the parties to this Agreement:

<u>Name</u>	<u>Office Address</u>
Associated Transport Line, L.L.C. ("ATL")	Suite 975 2 Northpoint Drive Houston, TX 77060-3226
Industrial Maritime Carriers (U.S.A.) Inc. ("IMC")	Suite 3100 One Canal Place 365 Canal Street New Orleans, LA 70130-1112
ATL Investments Ltd. ("ATLI")	Suite 975 2 Northpoint Drive Houston, TX 77060-3226
West Coast Industrial Express, L.L.C. (the "Joint Service")	Suite 975 2 Northpoint Drive Houston, TX 77060-3226

4. Geographic Scope of the Agreement. The geographic scope of this Agreement is the trade (the "Trade"), via any combination of direct, transshipment or intermodal service, between (a) U.S. Atlantic and Gulf ports and U.S. inland and coastal points via such ports and (b) ports in Panama, Ecuador, Peru and Chile, and inland and coastal points via such ports.

5. Overview of Agreement Authority.

(a) ATLI and IMC are authorized to establish the Joint Service, a joint venture, partnership or other entity jointly owned by ATLI and IMC, as an ocean common carrier in the Trade, and ATL, ATLI and IMC each is authorized to transfer assets to the Joint Service to be used in its operations, to eliminate any individual service in the Trade upon implementation of the Joint Service, to act as an agent of the Joint Service, and to take any other action decided upon in furtherance of the business and affairs of the Joint Service, including appointment of persons to manage and operate the business and affairs of the Joint Service. ATLI and IMC shall each own one half of the Joint Service and shall make any

required contributions and receive any authorized distributions on an equal basis.

(b) The parties are authorized to enter into such other agreements as are necessary or desirable for the effective operation of this Agreement; provided that no such agreement requiring filing under Section 5 of the U.S. Shipping Act of 1984 shall become effective unless and until it has been filed and become effective thereunder.

(c) The maximum number of vessels to be operated at any one time hereunder shall be eight vessels, with each vessel having a maximum capacity of approximately 25,000 metric tons.

6. Officials of the Agreement and Delegations of Authority. Legal counsel for this Agreement and for the parties hereto each shall have the authority, with full power of substitution, on behalf of the parties to file this Agreement with the U.S. Federal Maritime Commission, to execute and file with such Commission any modification to this Agreement agreed to by the parties, and to execute and submit to such Commission any associated materials in support thereof.

7. Membership, Withdrawal, Readmission and Expulsion. Any carrier in the Trade may be admitted or readmitted as a party on unanimous consent of the existing parties. Any party may withdraw on at least six months' notice to the other parties, provided that no such notice may become effective prior to December 31, 1999. A party may withdraw on notice to the other parties in the event of an insolvency, bankruptcy or reorganization of another party or on 30 days' notice to the other parties in the event of a material breach of this Agreement or any implementing agreement that is not corrected within 30 days after notice to the breaching party. Any such change in membership shall become effective upon the effectiveness under Section 5 of the U.S. Shipping Act of 1984 of a modification hereof embodying such change in membership.

8. Voting. Voting on any matter shall be by or pursuant to unanimous agreement of the parties.

9. Duration and Termination of the Agreement. This Agreement shall continue in effect indefinitely, provided that this Agreement may be terminated at any time by the written consent of both parties. The U.S. Federal Maritime Commission shall be notified promptly of any such termination of this Agreement



10. Miscellaneous. This Agreement shall become effective on the first date on which it may be lawfully implemented under the U.S. Shipping Act of 1984 and shall be binding upon and enure to the benefit of only the parties hereto. Any notice hereunder shall be in writing and sent to each other party at its address set forth in Article 3 (or at such other address as the party shall have specified by notice hereunder) and shall be deemed to have been given upon receipt thereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of March 9, 1999.

ASSOCIATED TRANSPORT LINE, L.L.C.,  
individually and on behalf of  
WEST COAST EXPRESS

By Wade S. Hooker, Jr.  
Wade S. Hooker, Jr.  
Attorney In Fact

G.G.E. EXPRESS LINE L.L.C.,  
individually and on behalf of  
WEST COAST EXPRESS

By Wade S. Hooker, Jr.  
Wade S. Hooker, Jr.  
Attorney In Fact



5/17/00

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FMC AGREEMENT NO. 011656-001

MODIFICATION NO. 1 OF

WEST COAST EXPRESS  
JOINT SERVICE AGREEMENT  
(1ST EDITION)

LAST RE-PUBLICATION: EFFECTIVE APRIL 24, 1999

The undersigned hereby modify the West Coast Express Joint Service Agreement (FMC No. 011656) by revising Page No. 1 thereto to read as set forth in the attached Revised Page No. 1.

IN WITNESS WHEREOF, the undersigned have caused this Modification to be executed as of March 30, 2001.

ASSOCIATED TRANSPORT LINE, L.L.C.

By Wade Hooker  
Wade S. Hooker, Jr.  
Attorney-In-Fact

G.G.E. EXPRESS LINE L.L.C.

By Wade Hooker  
Wade S. Hooker, Jr.  
Attorney-In-Fact

WEST COAST INDUSTRIAL EXPRESS, L.L.C.

By Wade Hooker  
Wade S. Hooker, Jr.  
Attorney-in-Fact

INDUSTRIAL MARITIME CARRIERS  
(U.S.A.) INC.

By Wade Hooker  
Wade S. Hooker, Jr.  
Attorney-in-Fact