

**PACIFIC MARITIME SERVICES
COOPERATIVE WORKING AGREEMENT**

(FMC No. 201122)

Cooperative Working Agreement



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**PACIFIC MARITIME SERVICES
COOPERATIVE WORKING AGREEMENT
(FMC No. 201122)**

This Pacific Maritime Services Cooperative Working Agreement (the "Agreement") between SSA Ventures, Inc. ("SSA Ventures"), a wholly-owned subsidiary of SSA Pacific Terminals, Inc. ("SSA Pacific"), and COSCO Terminals America, Inc. ("CTA"), is entered into as of the 15th day of May, 2001. SSA Pacific is also a party to this Agreement for the specific purposes set forth below.

RECITALS

SSA Ventures and CTA will be the sole owners of Pacific Maritime Services, LLC ("PMS" or "the Company"), a Delaware limited liability company, organized to provide container stevedoring, terminal and related services at the Pacific Coast Terminal located on Pier J in the Port of Long Beach, California. The term "members" of PMS or the Company shall refer to SSA Ventures and CTA.

SSA Pacific will provide certain labor, equipment, management, administrative, computing, vessel planner and related services to PMS.

NOW, THEREFORE, the parties agree as follows:





ARTICLE 1. Parties to the Agreement.

The companies participating in this Agreement are as follows:

SSA Ventures, Inc.
1131 SW Klickitat Way
Seattle, WA 98134

COSCO Terminals America, Inc.
100 Lighting Way
Secaucus, New Jersey 07094

SSA Pacific Terminals, Inc.
1131 SW Klickitat Way
Seattle, WA 98164

Additional parties may be added to this Agreement by unanimous vote of all current parties. Any new membership will be reflected in an amendment to this Agreement filed with the Federal Maritime Commission, and the membership of the new party shall not become effective unless and until said amendment becomes effective under the Shipping Act of 1984, as amended. No member of the Company shall withdraw therefrom, or from this Agreement, prior to the expiration of this Agreement as stated in Article 7(b), except with unanimous approval of all other members.

ARTICLE 2. Geographic Scope of the Agreement.

The geographic scope of the Agreement applies to the container terminal operations of the parties on Pier J in the Port of Long Beach, California.

ARTICLE 3. Officials of the Agreement and Delegations of Authority.

(a) The members of PMS shall meet on an annual basis, or more often as necessary, to direct the business of the Company. Decisions of the members shall be by affirmative vote of all members. Meetings of the members shall be presided over by the Chairman of the Board of Managers. The members may also meet or take action, upon

unanimous written consent of the members or by telephone conference.

(b) A board of managers shall manage the business and affairs of PMS. The initial number of managers shall be seven (7), to be appointed by the respective members, and the Members, acting unanimously, may thereafter modify the number of managers, and each member may replace a manager it has appointed, under procedures the members may from time to time establish. The members shall also nominate officers of PMS, who shall be elected by the Board of Managers. The officers shall initially consist of Chairman of the Board of Managers, President, Chief Operating Officer, Vice President, General Manager of Finance, General Manager of Terminal, and Deputy General Manager of Terminal.

(c) The following officials, as well as counsel to each of the parties, shall have the authority to file duly-approved modifications of this Agreement and to submit associated supporting materials and to delegate such authority:

SSA Ventures, Inc.
President, or Senior Vice President

COSCO Terminals America, Inc.
Chairman of the Board, or President

SSA Pacific Terminals, Inc.
President, or Senior Vice President



ARTICLE 4. Overview of Agreement Authority

PMS shall conduct container stevedoring and terminal operations on Pier J in the Port of Long Beach, California, including operations now conducted by SSA Pacific at such location. PMS shall hold, and be the tenant under, the lease for Pier J with the Port of

Long Beach. PMS shall be authorized to do the following:

- (a) Establish rates, charges and competitive practices as the parties may from time to time agree;
- (b) Publish marine terminal tariffs;
- (c) Negotiate and enter into agreements concerning marine terminal facilities and/or services, marine terminal conference agreements and/or agreements to provide stevedoring, maintenance and repair and other related services;
- (d) Either directly or through subcontractors, own and/or lease and operate all cranes, lift machines, trucks and other equipment and gear incident to PMS' purposes;
- (e) Either directly or through subcontractors, operate, pursuant to lease, sublease, assignment, purchase or acquisition, the terminal facilities and operations connected with such facilities on Pier J in the Port of Long Beach;
- (f) Enter into agreements to obtain services and materials required for such operations; and
- (g) Engage in such other activities as are customary for a marine terminal operation.
- (h) Perform all functions necessary to operate a Delaware limited liability company, including but not limited to maintenance of company books and records, preparation of financial statements, filing of tax returns and other tax information as required, establishment of bank accounts and investments, maintenance of offices and hiring and management of personnel, indemnification of managers and officers, and maintenance of insurance.



ARTICLE 5. Terminal and Stevedoring Activities and Volumes

(a) PMS shall enter into a terminal services agreement with COSCO Container Lines Company Limited ("COSCON"), which shall provide that COSCON shall use PMS for all of its container terminal services in the Port of Long Beach, subject to the provision of services by PMS satisfying COSCON's requirements, and under such rates, terms and conditions as the parties may agree. The terminal services agreement shall be not be implemented by the parties until filed with the Federal Maritime Commission and effective under the Shipping Act of 1984, as amended, unless otherwise exempt from the filing requirements of the Act as implemented by the regulations of the Federal Maritime Commission.

(b) It is anticipated that the terminal area at the Port of Long Beach operated by PMS will expand at some future time. CTA and SSA Ventures are authorized to discuss and agree upon the relative cargo volumes and corresponding revenues to be generated by each of them and their affiliates to fully utilize and cover the cost of an expanded terminal facility, and the operational and financial terms and conditions related thereto.

(c) Neither CTA nor SSA Ventures shall be limited in operating terminals nor any other business that might be deemed to compete with PMS.

(d) SSA Ventures and CTA shall obtain guarantees of the performance of their financial obligations under this Agreement from, respectively, SSA Pacific and COSCO Americas, Inc.





ARTICLE 6. Implementation and Effectuation of This Agreement.

(a) SSA Pacific shall provide the following, either directly or through subcontractors, for the benefit of PMS upon such terms and conditions, and at such rates, as the parties may from time to time agree: general administrative services, including payroll, dispatching, accounting, billing, safety and claims, and labor relations; computing services, including hardware, software, staffing, and planning hardware and software; the provision of union and non-union labor; negotiation and settlement of all labor issues on behalf of PMS; the provision of terminal equipment (other than portainer cranes), and vessel planning services. SSA Pacific shall provide these services as an independent contractor.

(b) SSA Pacific shall provide container equipment maintenance services to the customers of PMS, with PMS acting as agent for SSA Pacific in procuring contracts for such services, for such time and on such terms and conditions as the parties shall agree.

(c) The members of PMS shall make capital contributions in proportion to their percentage ownership interests in PMS, as determined by the parties. Capital accounts shall be maintained for each party. All items of income, gain, loss, deduction, and credit shall be allocated or distributed to the members in accordance with their percentage ownership interests in PMS or as they may otherwise agree. The parties to this Agreement shall agree upon other operational and administrative matters regarding the formation and operation of PMS.

(d) PMS shall be authorized, in its own name, to enter into contracts or subcontracts, including marine terminal facilities agreements, marine terminal services agreements, and lease agreements in furtherance of the arrangements described in this



Agreement.

ARTICLE 7. Effective Date; Term and Termination

(a) The Agreement shall become effective on the later of July 1, 2001 or on the date it becomes effective under the Shipping Act of 1984, as amended.

(b) The Agreement shall continue in effect until June 30, 2011 or as earlier terminated, or further extended, pursuant to the mutual agreement of the parties. The members shall make arrangements for the assignment and/or sale of either or both of their respective interests in PMS in the event of termination of this Agreement.

(c) In the event PMS is liquidated, the assets of the Company, including the lease of the Pier J terminal, shall be distributed to the members in such manner and under such terms and conditions as they may agree, and the members shall further discuss and agree on the transition to providing service to their respective customers.

ARTICLE 8. Miscellaneous.

(a) **Assignment.** The Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither the Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

(b) **Governing Law.** The Agreement and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of law doctrine.

(c) **Disputes.** Any dispute arising out of this Agreement shall be resolved by negotiation of the parties in good faith, failing which the dispute shall be submitted to

mediation and if necessary arbitration under such procedures as the parties may agree.

SSA VENTURES, INC.

By *Charles F. Sadoski*
Typed Name: Charles F. Sadoski
Title Senior Vice President
Dated 5/15/01

COSCO TERMINALS AMERICA, INC.

By _____
Typed Name: _____
Title _____
Dated _____

SSA PACIFIC TERMINALS, INC.

By *Charles F. Sadoski*
Typed Name: Charles F. Sadoski
Title Senior Vice President
Dated 5/15/01



