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**SSA TERMINALS (LONG BEACH)  
COOPERATIVE WORKING AGREEMENT**

**(FMC Agreement No. 201123)**

**Cooperative Working Agreement**



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**SSA TERMINALS (LONG BEACH)  
COOPERATIVE WORKING AGREEMENT  
(FMC Agreement No. 201123)**

This Cooperative Working Agreement (the "Agreement") between SSA Terminals (Long Beach), LLC ("SSAT (Long Beach)"), SSA Pacific Terminals, Inc. ("SSA Pacific"), and SSAT Terminals, LLC ("SSAT"), is entered into as of the 6<sup>th</sup> day of August, 2001.

**RECITALS**

SSA Terminals (Long Beach), LLC is a Delaware limited liability company, organized to provide container stevedoring, terminal and related services at the marine terminal located on Pier A in the Port of Long Beach, California.

SSA Pacific will provide certain equipment, management, administrative, computing, vessel planning and related services to SSAT (Long Beach).

SSAT will provide certain labor relations services to SSAT (Long Beach).

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1. Parties to the Agreement.**

The parties to this Agreement are as follows:

SSA Terminals (Long Beach), LLC  
1131 SW Klickitat Way  
Seattle, WA 98164

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



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SSAT Terminals, LLC  
1131 SW Klickitat Way  
Seattle, WA 98164

Additional parties may be added to this Agreement by unanimous vote of all current parties. The participation of a new party will be reflected in an amendment to this Agreement filed with the Federal Maritime Commission, and the participation of the new party shall not become effective unless and until said amendment becomes effective under the Shipping Act of 1984, as amended.

**ARTICLE 2. Geographic Scope of the Agreement.**

The geographic scope of the Agreement applies to the container terminal operations of the parties on Pier A in the Port of Long Beach, California, as it may be expanded from time to time.

**ARTICLE 3. Delegations of Authority.**

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:



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SSA Terminals (Long Beach), LLC  
President, Chief Operating Officer or  
Chief Financial Officer

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

SSAT Terminals, LLC  
President, Chief Operating Officer  
or Chief Financial Officer



#### **ARTICLE 4. Overview of Agreement Authority**

a. SSA Pacific shall provide the following for the benefit of SSAT (Long Beach) 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, tax services, legal services, insurance, property management, human resources, marketing, government relations, billing, contract administration, and safety and claims; computing and information services, including hardware, software, staffing, and planning hardware and software; the provision of terminal equipment (other than portainer cranes), and vessel planning services. SSA Pacific shall provide these services as an independent contractor.

(b) SSAT shall provide the following labor services for the benefit of SSAT (Long Beach) upon such terms and conditions, and at such rates, as the parties may from time to time agree: hiring, instructing, supervising, compensating, disciplining, discharging, and replacing terminal employees, payroll and other administrative services with respect to terminal employees, compliance with applicable employment

laws and regulations, and establishing general policies with respect to the performance of the employees' duties. SSAT shall provide these services as an independent contractor.

**ARTICLE 5. Effective Date; Term and Termination**

The Agreement shall become effective on the date it becomes effective under the Shipping Act of 1984, as amended. The Agreement shall continue in effect until terminated pursuant to the mutual agreement of the parties.

**ARTICLE 6. 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 California 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.



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**SSA TERMINALS (LONG BEACH), LLC**

By *[Signature]*

Typed Name: Charles F. Sadoski

Title: Senior Vice President

Dated June 22, 2001

**SSA PACIFIC TERMINALS, INC.**

By *[Signature]*

Typed Name: Charles F. Sadoski

Title: Senior Vice President

Dated June 22, 2001

**SSAT TERMINALS, LLC**

By *[Signature]*

Typed Name: Charles F. Sadoski

Title: Senior Vice President

Dated June 22, 2001

