

# TRAPAC TERMINAL LINK OF CALIFORNIA AGREEMENT

FMC Agreement No. 201133

(a cooperative working agreement)

Date of Prior Publication: None

Expiration Date: None



K.H.

**TRAPAC TERMINAL LINK OF CALIFORNIA AGREEMENT**

FMC No. \_\_\_\_\_

Original Table of Contents

**TABLE OF CONTENTS**

<u>Article No.</u>		<u>Page</u>
ARTICLE 1:	NAME OF THE AGREEMENT .....	1
ARTICLE 2:	PURPOSE OF THE AGREEMENT .....	1
ARTICLE 3:	PARTIES TO THE AGREEMENT .....	1
ARTICLE 4:	OVERVIEW OF AGREEMENT AUTHORITY .....	1
ARTICLE 5:	OFFICIALS AND DELEGATIONS OF AUTHORITY .....	2
ARTICLE 6:	IMPLEMENTATION AND AMENDMENTS .....	2
ARTICLE 7:	DURATION AND TERMINATION .....	2
ARTICLE 8:	SEVERABILITY.....	2
ARTICLE 9:	NOTICES.....	3
ARTICLE 10:	GOVERNING LAW AND ARBITRATION.....	3

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**TRAPAC TERMINAL LINK OF CALIFORNIA AGREEMENT**

FMC No. \_\_\_\_\_

Original Page 1

**ARTICLE 1: NAME OF THE AGREEMENT**

The name of this agreement is the TraPac Terminal Link of California Agreement.

**ARTICLE 2: PURPOSE OF THE AGREEMENT**

The purpose of this Agreement is to permit the Parties to cooperate in the operation of a marine terminal in compliance with the Shipping Act of 1984, as amended (Shipping Act).

**ARTICLE 3: PARTIES TO THE AGREEMENT**

The parties (Parties) to the Agreement are:

Trans Pacific Container Service Corporation (a marine terminal operator)  
920 W. Harry Bridges Boulevard  
Wilmington, CA 90744-5230

CMA CGM (an ocean common carrier)  
4 Quai D'Arenc  
13002 Marseille, France

Terminal Link SA (a marine terminal operator)  
2 Quai D'Arenc  
13002 Marseille, France

TraPac Terminal Link of California LLC (a marine terminal operator) (TTLC)  
920 W. Harry Bridges Boulevard  
Wilmington, CA 90744-5230



**ARTICLE 4: OVERVIEW OF AGREEMENT AUTHORITY**

This Agreement authorizes the Parties to discuss, agree, organize, and operate as, through or with TTLC as a Marine Terminal Operator defined in 46 C.F.R.535.104(q) providing Marine Terminal Services defined in 46 C.F.R.535.310 at a Marine Terminal Facility defined in 46 C.F.R.535.104(p) in Los Angeles County, California. TTLC shall have the ownership proportions, capital, and management as the Parties decide. The Parties may cooperate, as, through or with TTLC, to consider, discuss, exchange information about, negotiate, and decide all aspects of TTLC and their related terminal and carrier businesses, including rates, charges,

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# TRAPAC TERMINAL LINK OF CALIFORNIA AGREEMENT

FMC No. \_\_\_\_\_

Original Page 2

classifications, practices, rules and regulations for the operation of the terminal and the services it provides, the personnel employed, the operating budget and expenditures, the facilities and equipment purchased or otherwise acquired, the business pursued and served, and all other aspects of the terminal. TTLC may make agreements with vendors, customers, other parties, and the other Parties related to the terminal. This Agreement does not authorize an acquisition excluded by Section 4(c) of the Shipping Act.

## ARTICLE 5: OFFICIALS AND DELEGATIONS OF AUTHORITY

There are no officials of this Agreement. The following persons are authorized to sign and file this Agreement and any accompanying materials, as well as any subsequent modifications to this Agreement: (a) Any authorized officer of a Party, and (b) Legal counsel for a Party.

## ARTICLE 6: IMPLEMENTATION AND AMENDMENTS

This Agreement shall be implemented by unanimous decision of the Parties or whatever lesser authority the Parties unanimously decide is appropriate for the matter under consideration. The Parties may implement this Agreement by decisions or actions taken at meetings or other communication. No formal votes are required to take actions or make decisions to implement this Agreement. Amendments to this Agreement shall be by unanimous written agreement and effective on the effective date under the Shipping Act.

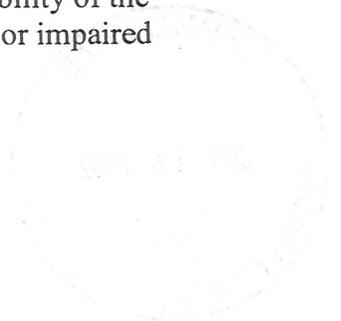
## ARTICLE 7: DURATION AND TERMINATION

This Agreement may be implemented when it becomes effective under the Shipping Act. Any discussions or writings preceding the making of this Agreement are provisional only and shall have no effect unless this Agreement becomes effective under the Shipping Act. Once effective, this Agreement shall continue indefinitely unless terminated by unanimous decision of the Parties. Upon termination of this Agreement, the Parties shall promptly notify the Federal Maritime Commission.

## ARTICLE 8: SEVERABILITY

If any provision of this Agreement or any document made in regard to it shall be invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remaining provisions of this Agreement or other document shall not be affected or impaired thereby.

K.H.



**TRAPAC TERMINAL LINK OF CALIFORNIA AGREEMENT**

FMC No. \_\_\_\_\_

Original Page 3

**ARTICLE 9: NOTICES**

Any notice under this Agreement shall be in writing and sent by messenger, facsimile, or air courier addressed to each other Party at its address in Article 1 or such other address advised by notice under this Agreement.

**ARTICLE 10: GOVERNING LAW AND ARBITRATION**

This Agreement shall be governed by and interpreted under the laws of the State of California; provided nothing herein relieves the Parties from the requirements of the Shipping Act. If any controversy or claim arises out of or in relation to this Agreement, the Parties to the dispute shall seek to resolve the matter amicably through discussions between such Parties. If such Parties cannot resolve such controversy or claim, it shall be finally settled by arbitration in Los Angeles County, California under the Commercial Rules of the American Arbitration Association. The award rendered by the arbitration panel shall be final and binding on the Parties and may be enforced by any court of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives as of the 29<sup>th</sup> day of March, 2002.

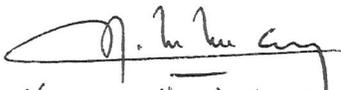
Trans Pacific Container Service Corporation

By:   
Name: Katsuji Matsumoto  
Title: President

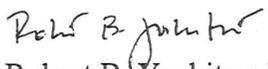
CMA CGM

By:   
Name: FARID T. SALEM  
Title: MANAGING DIRECTOR

Terminal Link SA

By:   
Name: KEVORK HERIMIAN  
Title: MANAGING DIRECTOR

TraPac Terminal Link of California LLC

By:   
Name: Robert B. Yoshitomi  
Title: Attorney in Fact

