

PORT OF SEATTLE/TERMINAL OPERATOR AGREEMENT

FMC AGREEMENT NO. 201201

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSION

A Marine Terminal Agreement as defined in 46 C.F.R. 535.308



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ARTICLE I. FULL NAME OF THE AGREEMENT

The full name of this agreement is the Port of Seattle/Terminal Operator Agreement (hereinafter "Agreement").

ARTICLE II. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to provide a record of a framework under which the Port of Seattle and its marine terminal operator tenants may discuss collectively and agree upon measures to improve conditions at the Port and/or to implement measures adopted or required by the Port, as those measures relate to improving air quality, and port security.

ARTICLE III. PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter referred to individually as a "party" and jointly as the "parties") are listed in Appendix A. The Port of Seattle shall be referred to hereinafter as "the Port" and the terminal operator parties shall be referred to collectively as the "Terminal Operators."

ARTICLE IV. GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the area in and around marine terminals at the Port.

ARTICLE V. AGREEMENT AUTHORITY

5.1 The parties (and any two or more of the parties) may (but are not required) to discuss, collect and exchange information, and reach agreement, in accordance with the procedures in Article 6.3, with respect to the following matters:

(a) Development, implementation, administration, operation, and enforcement of any and all aspects of programs or measures to minimize the environmental impact of port operations; to meet or implement mandatory or voluntary legal or regulatory requirements or Port-imposed requirements with respect to air quality; or to promote the purchase or use of newer and/or more environmentally sound trucks in or near the Port. The foregoing shall include but not be limited to the installation and maintenance of RFID tags and readers or similar technology; requirements for performance of technology and systems, program funding, compensation for services, terminal operator liability or protection from liability and costs; criteria and procedures to be followed for verifying that trucks comply with any environmental or other requirements adopted by the Port for admission to Port facilities; designation of trucks as compliant with Port requirements, and reflecting the compliance status of trucks in any database(s) that may be established; criteria, conditions, and procedures to be used to determine the right of admission or non-admission of trucks, cargo or equipment to any and all terminals at the Port; retention or detention of cargo or equipment on the terminals as security for obligations or for other purposes; procedures to be used to update and/or correct any database of trucks or their owners or operators; procedures to be used to encourage compliance with and to enforce applicable requirements.

(b) The development, acquisition, testing, deployment, and use of equipment, technology, or procedures related to the safe, secure and efficient transportation of cargo, the safe, secure, and efficient operation of marine terminals, and/or the identification of trucks operating at the terminals, including, but not limited to, RFID technology.

(c) Measures to promote compliance with federal, state, or local statutes and regulations, including the Maritime Transportation Security Act of 2002, the Clean Air Act, Coast Guard rules and regulations, and other current or future regulations.

(d) The development, implementation, and/or administration of one or more databases, including the data therein, with information determined to be relevant to any Port clean air or clean truck program, or other program regarding trucks serving the Port, including but not limited to size, weight, age and model year, registration, ownership, operation, information concerning drivers, compliance or non-compliance with environmental or other requirements adopted by the Port and/or other

governmental or quasi-governmental agencies, and the interface of such database(s) with the various technologies described in Articles 5.1(a) through 5.1(c) above.

(e) Seeking or providing sources of funds (including loans or grants from federal, state and local governments and government agencies, quasi-governmental entities and other sources) to help fund clean air, clean trucks, security, port and terminal infrastructure, and/or truck replacement programs established by the Port, and/or assisting others in obtaining such funding.

5.2 It is understood that, by entering into this Agreement or agreements (if any) with the Port pursuant to this Agreement, the Terminal Operators do not necessarily endorse any particular content or requirements of any program that has been or may be adopted by the Port, but rather seek to facilitate the implementation of programs adopted by the Port in a manner that is efficient and does not unnecessarily disrupt terminal operations or the commerce served by the Terminal Operators. Except to the extent specifically agreed otherwise, the Terminal Operators retain all of their legal rights and potential remedies with respect to the content of such Port programs.

5.3 In furtherance of any discussion, agreement, or understanding pursuant hereto, the parties or any of them (notwithstanding Article 6.3 hereof) may discuss, exchange information, and reach agreement with respect to the terms of their respective marine terminal facilities agreements at the Port, or the terms of any marine terminal operator schedule(s) published by one or more of them individually or jointly, to the extent such terms relate to the subject matter of this Agreement. They may also discuss, negotiate, and enter into one or more binding contracts, including but not limited to agency agreements or agreements to similar effect, pursuant to which one or more of the Terminal Operators, or one or more separate legal entities owned, established, controlled or retained in whole or in part by the Terminal Operators or

their affiliates, will provide the Port with services to implement any or all aspects of any Port program(s) with respect to the subjects set forth in Article 5.1. Such contract may address all aspects of the relationship, including but not limited to services to be provided, performance requirements for such services, compensation to be paid, allocation of liability and costs or indemnification, and contract term. Such contract(s) may address services and activities at or with respect to terminal facilities at the Port other than the facilities of the Terminal Operators to the extent that the Port determines that such other facilities are subject to Port programs.

5.4 The parties may hire and retain consultants, subcontractors, or other third parties to carry out the purposes of this Agreement or any responsibilities or duties discussed, established or agreed upon under this Agreement, subject to the parties' agreement regarding costs in connection with such hiring. The parties or any of them may also meet, discuss, exchange information, and reach agreement with regard to the use of contractors, technology, databases, data, or information used by them or their affiliates in any other location with respect to the subjects set forth in Article 5.1.

5.5 The parties may meet, discuss, and exchange information with truck owners, operators, or drivers, cargo interests, ocean carriers, governments, and other persons regarding any of the matters within the scope of this Agreement.

5.6 Nothing in this Agreement shall be construed to alter or supersede the rights and obligations of the parties or their members under any applicable collective bargaining agreement, or under any marine terminal facilities agreement, nor to limit the authority, rights or obligations of the parties under any other agreement to which one or more of them may be party.

ARTICLE VI. ADMINISTRATION AND DELEGATION OF AUTHORITY.

6.1 This Agreement shall be administered by the parties, their respective members and/or their duly authorized representatives. The activities authorized in this Agreement may be carried out through meetings, telephone communications, video conferences, electronic mail or other electronic communications, writings and/or such other means of communications as the parties may deem appropriate, and may be carried out by any duly authorized representatives of the parties, or the duly authorized representatives of any separate legal entity established or retained by the Terminal Operators for purposes of implementing any authority provided for under this Agreement. The parties may establish such standing, advisory, and ad hoc committees as they deem desirable for the furtherance of the purposes of this Agreement.

6.2 Any two or more of the parties may discuss, consider and exchange information concerning any matter within the scope of this Agreement. Said parties may reach common positions and communicate same to any other party or parties or the full Agreement membership for consideration, discussion, or negotiation.

6.3 Agreements reached hereunder, including amendments to this Agreement, shall require the consent of all parties.

6.4 A duly authorized representative of each party and legal counsel for each party is authorized to execute and file this Agreement and amendments to this Agreement of behalf of the relevant party.

ARTICLE VII. DURATION AND WITHDRAWAL.

7.1 This Agreement shall become effective when it enters into effect pursuant to the U.S. Shipping Act of 1984, as amended, and shall remain in effect indefinitely.

7.2 Any party may withdraw from this Agreement at any time by giving not less than thirty (30) days advance written notice of withdrawal to the other parties; provided, however, that such withdrawal shall not affect financial or other obligations previously incurred by the party under contracts or other agreements made under this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed by their duly authorized representatives as of this 12th day of May, 2009.

PORT OF SEATTLE

By: Linda Strout

EAGLE MARINE SERVICES, LTD.

By: _____

PN Name: Tay Yoshitani
Chief Executive Officer
5/11/09
Title: _____

Name: _____

Title: _____

SSA TERMINALS, LLC

By: _____

SSA TERMINALS (SEATTLE), LLC

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

TOTAL TERMINALS INTERNATIONAL,
LLC

By: _____

Name: _____

Title: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be
executed by their duly authorized representatives as of this 12th day of May, 2009.

PORT OF SEATTLE

By: _____

Name: _____

Title: _____

EAGLE MARINE SERVICES, LTD.

By: N. J. Seeds

Name: NATHANIEL J SEEDS

Title: V.P. OPERATIONS

SSA TERMINALS, LLC

By: _____

Name: _____

Title: _____

SSA TERMINALS (SEATTLE), LLC

By: _____

Name: _____

Title: _____

TOTAL TERMINALS INTERNATIONAL,
LLC

By: _____

Name: _____

Title: _____

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executed by their duly authorized representatives as of this 12th day of May, 2009.

PORT OF SEATTLE

EAGLE MARINE SERVICES, LTD.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SSA TERMINALS, LLC

SSA TERMINALS (SEATTLE), LLC

By: Mark Johnson

By: Mark Johnson

Name: MARK JOHNSON

Name: MARK JOHNSON

Title: VP, Gov. Rel./Bus. Dev.

Title: VP, Gov. Rel./Bus. Dev.

TOTAL TERMINALS INTERNATIONAL,
LLC

By: _____

Name: _____

Title: _____

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PORT OF SEATTLE

EAGLE MARINE SERVICES, LTD.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SSA TERMINALS, LLC

SSA TERMINALS (SEATTLE), LLC

By: _____

By: _____

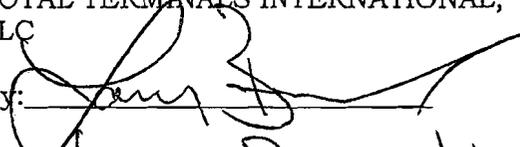
Name: _____

Name: _____

Title: _____

Title: _____

TOTAL TERMINALS INTERNATIONAL,
LLC

By:  _____

Name: Larry Bennett

Title: C.O.O. U.S.

**APPENDIX
PARTIES TO THE AGREEMENT**

PORT OF SEATTLE
2711 Alaskan Way
Seattle, WA 98121

EAGLE MARINE SERVICES, LTD.
1111 Broadway
Oakland, CA 94607

SSA TERMINALS, LLC
1131 SW Klickitat Way
Seattle, WA 98134

SSA TERMINALS (SEATTLE), LLC
1131 SW Klickitat Way
Seattle, WA 98134

TOTAL TERMINALS INTERNATIONAL, LLC
401 Alaskan Way South
Seattle, WA 98104