

GCT NEW YORK /
GCT BAYONNE

AGREEMENT

REVISED TITLE PAGE
4th Edition



FEDERAL MARITIME COMMISSION NUMBER. 200955-003

ORIGINAL EFFECTIVE DATE: AUGUST 28, 1995



Table of Contents

	<u>Page</u>
ARTICLE 1. Full Name of Agreement.....	2
ARTICLE 2. Purpose of the Agreement.....	2
ARTICLE 3. Parties to the Agreement.....	3
ARTICLE 4. Geographic Scope of the Agreement.....	4
ARTICLE 5. Agreement Authority.....	5
ARTICLE 6. Officials of Agreement and Delegation of Authority.....	6
ARTICLE 7. Membership Withdrawal, Readmission and Expulsion.....	7
ARTICLE 8. Voting.....	7
ARTICLE 9. Duration and Termination of the Agreement.....	8

ARTICLE 1 – FULL NAME OF THE AGREEMENT

The full name of the Agreement is the “GCT New York/GCT Bayonne Agreement”.

ARTICLE 2 – PURPOSE OF AGREEMENT

To permit discussion and cooperation between the parties in matters relating to the operation of marine terminals and related transportation services, including the discussion, fixing or regulation of rates or other conditions of service and to engage in cooperative working arrangements to the extent that such agreements involve ocean transportation in the foreign commerce of the United States.

ARTICLE 3 – PARTIES TO THE AGREEMENT

GCT Bayonne LP (“GCT BAYONNE”)

(Delaware Limited Partnership)

302 Port Jersey Blvd.
Jersey City, NJ 07305

GCT New York LP (“GCT NY”)

(Delaware Limited Partnership)

300 Western Avenue
Staten Island, NY 10303

Article 4 – GEOGRAPHIC SCOPE OF THE AGREEMENT

The Geographic scope of the Agreement applies to the parties' operations in the port of New York and New Jersey (the "Port"), and marine transportation services related thereto, by GCT NY at GCT New York formerly New York Container Terminal, Staten Island, New York, formerly Howland Hook Marine Terminal, and by GCT BAYONNE at GCT Bayonne formerly Global Terminal, Jersey City and Bayonne, New Jersey and at such off-terminal waterfront locations in the Port where the parties may respectively render from time to time stevedoring, linehandling and similar services.

ARTICLE 5 – AGREEMENT OF AUTHORITY

5.1 The parties have the right to cooperate with one another with respect to, and to discuss all matters relating to, the operation of marine terminals and related transportation services involving cargo moving to and from the Port, governed by the Shipping act of 1984, as amended, including the operation of their respective terminals and related activities in the Port as set out in Article 4 hereof, the exchange of data the sharing of computer, accounting, billing and information systems, the interchange of equipment, including chassis and other intermodal equipment, the joint or cooperative purchasing of goods and services, the sharing of customers and vendors, and the joint or cooperative marketing by the parties of their services.

5.2 The parties are also authorized to discuss and agree upon, on a voluntary basis, rates or other conditions of service at their respective terminals as identified in this Agreement, but adherence to such matters discussed shall be voluntary.

ARTICLE 6 – OFFICIALS OF AGREEMENT AND DELEGATION OF
AUTHORITY

The following have the authority to file agreements and modifications
to this Agreement and submit additional materials when and if necessary.

For GCT NY:

John D. Atkins
GCT NY's Attorney-in-Fact

For GCT BAYONNE

John D. Atkins or
GCT BAYONNE's Attorney-in-Fact

ARTICLE 7 – MEMBERSHIP, WITHDRAWAL,

Any Party, as noted in Article 3 of this Agreement, may withdraw
Upon one hundred and eighty (180) days written notice to the other parties or upon
a party ceasing to be the holder of a license from the Waterfront Commission of
New York Harbor, and the notification to the Federal Maritime Commission and
filing of an amendment to this Agreement reflecting such withdrawal.

ARTICLE 8 – VOTING

All actions pursuant to this Agreement shall require unanimous
consent.

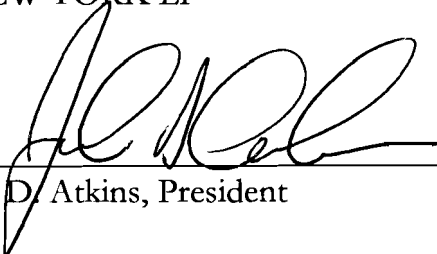
ARTICLE 9 – DURATION AND TERMINATION OF THE AGREEMENT

This Agreement shall remain in effect until terminated by the parties with notice thereof to be given promptly to the Federal Maritime Commission.

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed by their duly authorized representatives:

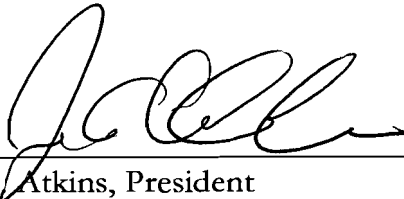
GCT NEW YORK LP

DATED:
October 17, 2014

BY: 
John D. Atkins, President

GCT BAYONNE LP

DATED:
October 17, 2014

BY: 
John D. Atkins, President