
Original Title Page
SAMTC Agreement
FMC Agreement No. 8455-002
Second Edition

SOUTH ATLANTIC PORTS ASSOCIATION

South Atlantic Marine Terminal Conference Agreement

FEDERAL MARITIME COMMISSION
Agreement No. 8455-002

Original Effective Date: June 30, 1960
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South Atlantic Marine Terminal Conference Agreement

WHEREAS, the South Atlantic Marine Terminal Conference (hereinafter the "SAMTC"), formerly an association known as the South Atlantic Ports Association, desires to revise and restate its Agreement first entered on June 30, 1960 (FMB Agreement No. 008455) and further amended on January 10, 1967 (FMC Agreement No. 008455-001), to be in conformance with the Shipping Act of 1984 and the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, said revision and restatement to be set forth as the Second Edition of the Agreement:

WHEREAS, the parties hereto in consideration of the benefits, advantages and privileges to be derived from the formation of a cooperative working arrangement as permitted under Section 15 of the Shipping Act of 1916 as amended:

WHEREAS, each of the Parties to the SAMTC and the Agreement is a public marine terminal operator and either owns, administers, leases and/or operates public wharves, docks, warehouses and/or other terminal facilities in connection with ocean common carriers:

WHEREAS, the interests of the shipping public at ports on the South Atlantic Coast of the United States, as named in tariffs filed by parties hereto pursuant to this agreement, can be more adequately served and just and reasonable terminal rates, charges, classifications, rules, regulations and practices at terminals in such ports for interstate and foreign water-borne traffic can be more adequately addressed and maintained by the formation of such a cooperative working arrangement; now, therefore, Parties' continued participation in a conference agreement:

NOW, THEREFORE, the Parties hereto, in consideration of the benefits, advantages and privileges to be derived from continued participation in a conference agreement as permitted under Sections 4 and 5 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, hereby revise and restate the Agreement that was formed in 1960 and amended in 1967; rename the association the South Atlantic Marine Terminal Conference; and severally agree as follows:

ARTICLE 1. FULL NAME OF AGREEMENT

This Agreement shall be known as the South Atlantic Marine Terminal Conference Agreement ("Agreement").

ARTICLE 2. PURPOSE OF THE AGREEMENT

The undersigned public marine terminal operators ("Parties") hereby associate themselves in the SAMTC in order to more adequately serve the interests of the shipping public at terminals owned or operated by them on the South Atlantic Coast of the United States.
ARTICLE 3. PARTIES TO THE AGREEMENT

The Parties to this Agreement are public marine terminal operators engaged in the United States in the business of furnishing wharfage, dock, warehouse, or other terminal facilities in connection with an ocean common carrier, or in connection with an ocean common carrier and a water carrier subject to subchapter II of chapter 135 of title 49, U.S. Code. The names and addresses of the Parties are listed in Appendix A.

ARTICLE 4. GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement is among public marine terminal operators located at ports on the South Atlantic Coast of the United States from Virginia to Florida. Public marine terminal operators are marine terminal operators owned, operated, and/or created by a state or a political subdivision of a state.

ARTICLE 5. AGREEMENT AUTHORITY

The parties hereto associate themselves into an association to be known as “SOUTH ATLANTIC PORTS ASSOCIATION” hereinafter referred to as the Association and severally agree as follows:

The Parties to this Agreement intend to exercise, from time-to-time, any and all of the following authorities:

A. To meet to discuss, exchange information and make recommendations with respect to rates, charges, practices, legislation, regulations, port administration, and on matters of concern to the shipping public regarding marine terminal operations.

B. To assess and collect all, establish and maintain, for the purpose of promoting and ensuring stability, terminal rates, charges, classifications, rules and/or charges, practices for or in connection with traffic handled by them within the scope of this agreement, the Parties in interstate and foreign commerce.

C. That with relation to such operations the Association and/or its individual members shall establish, and maintain, publish and file tariffs containing just and reasonable rates, charges, classifications, rules, regulations and practices with respect to all terminal and accessorial services, including security related services and measures, performed at the Parties’ docks and marine terminals for or in connection with water borne traffic, that said tariffs and all additions or supplements thereto and changes therein shall be filed with the Federal Maritime Board in accordance with the rules and regulations of the Maritime Board, that they
will not in any respect deviate from or violate any terms of said tariffs, and that no rates or charges assessed or collected pursuant to such tariffs shall be directly or indirectly, illegally or unlawfully refunded or remitted in whole or in part in any manner or by any device.

D. To meet with other marine terminal operators, carriers, conferences of carriers or other persons as a single party for the purpose of discussing matters of mutual interest, but no agreement, understanding or arrangements with persons not Parties to this Agreement shall be implemented until the same has been filed with, and deemed effective by, the Federal Maritime Commission.

ARTICLE 6. MEMBERSHIP AND WITHDRAWAL

A. By consent of the majority of all Parties hereto, a public marine terminal operator at said South Atlantic Coast Ports, may hereafter become a Party to the SAMTC and this Agreement upon written acceptance of its terms and conditions and by affixing its signature to a counterpart hereof. The Agreement shall be amended to include the new Party’s name and contact information and said amendment shall be filed with the Federal Maritime Commission. The Agreement, as amended, shall become effective as to such additional Party upon filing with the Federal Maritime Commission in accordance with the provisions of the Shipping Act of 1984, the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, and the Federal Maritime Commission’s regulations. The admission of any such marine terminal operator shall not be denied without just and reasonable cause. Prompt advice of any such denial, together with a full statement of the reasons therefor, shall be furnished to the Federal Maritime Commission.

B. Any Party to this Agreement may withdraw from the SAMTC and this Agreement at any time upon giving not less than thirty (30) days’ written notice to the SAMTC’s Secretary. An amendment to the Agreement reflecting the withdrawal shall be filed with the Federal Maritime Commission.

ARTICLE 7. VOTING

All action under this Agreement shall be by majority vote of the SAMTC members, limited to one vote per membership, except as otherwise specifically provided in the Agreement. A quorum at all meetings of the SAMTC shall consist of two-thirds of the members. Voting on any matter may be accomplished by voice vote at meetings, by telephone polls, by facsimile or by electronic communications. A record of the vote of each individual member, by name, shall be retained by the SAMTC Secretary for at least two years.

ARTICLE 8. DURATION AND TERMINATION

A. This Agreement shall remain in effect indefinitely.
B. This Agreement may be terminated at any time upon the mutual agreement of the Parties or if all but one Party withdraws from the Agreement.

ARTICLE 9. PROHIBITED ACTS

The SAMTC and its Parties shall not engage in any prohibited acts identified in Section 10(d) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.

ARTICLE 10. PROCEDURE FOR CONSULTATION RE SHIPPERS' REQUESTS AND COMPLAINTS

A. In the event of a controversy, claim, or dispute of a commercial nature arising out of or relating to this Agreement, the SAMTC, through its Chairman, shall attempt to resolve the dispute in an amicable manner with the opportunity for direct discussion with the claimant. The services of impartial third parties, including the Federal Maritime Commission's conciliation service provided for at 46 C.F.R. §§ 502.401-502.406, may be used at the discretion of the Chairman.

B. Shippers' requests and complaints may be made by filing a statement with the Chairman. Such statements shall be submitted to each Party of the SAMTC and to the SAMTC Tariff Committee. The SAMTC Tariff Committee shall review the statement and submit its conclusions and recommendations to the SAMTC for determination. The SAMTC Secretary shall, in writing, advise the filing party of the action taken by the SAMTC.

ARTICLE 11. INDEPENDENT ACTION

3. That no changes in said rates, charges, classifications, rules, regulations and practices shall be made under this Agreement without five (5) days prior notice of such proposed changes to members of the Association SAMTC, who shall have opportunity for consultation relative to such changes and before publication thereof; provided, that nothing in this agreement Agreement shall be construed as limiting or affecting the right of individual parties hereto to take action independently of the Association SAMTC in establishing or changing terminal rates and/or practices for its own account after such notice. Provided, however, that when one (1) or more party Party(s) gives notice of any such change, the other parties Parties, after having an opportunity for consultation, may make similar change, and changes for all parties Parties so desiring shall be effective the same date.

4. To elect from their membership by a majority vote a Chairman who shall serve without compensation for one year or until his successor has been elected and installed.

ARTICLE 12. MEETINGS AND ADMINISTRATIVE MATTERS
A. Association SAMTC meetings shall be held from time-to-time at the request of the Chairman or of any two members of the SAMTC at places, dates, and hours to be mutually agreed upon by the parties hereto from time to time Parties.

B. While it is intended that meetings will occur in person with all members present, if possible, meetings may also be held by telephone conference or video conference. Meetings may be chaired by any person designated by the Parties.

C. The SAMTC shall, by a majority vote, elect a Chairman who shall serve without compensation for one year or until his/her successor has been elected and installed.

D. The Association SAMTC may employ a tariff publishing agent and/or a Secretary who shall, under the supervision and direction of the Association SAMTC Chairman, act in behalf of the Association SAMTC, or its individual members.

E. The SAMTC shall establish a Tariff Committee and such other committees as the SAMTC deem necessary or appropriate and such committees shall meet as necessary to accomplish their assignments.

F. The SAMTC’s Secretary or agent shall file with the Federal Maritime Commission all SAMTC meeting minutes. The content of the minutes shall include: the date, time, and place of the meeting; a list of all participants and entities represented; notice of any change in the Chairman, Secretary, or other SAMTC officers’ identities and positions; and a description of the nature and extent of the discussions, and, where applicable, any decisions reached, to the extent required under the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the Federal Maritime Commission’s regulations. These meeting minutes, and any report, circular, notice, statistical compilation, analytical survey, or other work distributed, discussed or exchanged at the meeting, shall be filed within 21 days after such meetings and shall be certified by the Secretary of the SAMTC as to their accuracy and completeness.

G. All reports, circulars, notices, statistical compilations, analytical surveys, or other works distributed in whatever form to the Parties which relate to matters within the scope of this Agreement shall be retained by the Secretary for at least two years.

H. Each Party shall bear its own expenses for travel to and attendance at meetings. General expenses for meetings and other Agreement expenses, including, but not limited to, legal and regulatory expenses, shall be apportioned by the Parties on such terms as they may from time-to-time agree.
I. Such contributions as may be necessary to defray expenses of the Association shall be borne by the parties in accordance with the proportions fixed by them from time to time.

8. By consent of the majority of all parties, any responsible port terminal operator at said South Atlantic Ports, may hereafter become a party to this Agreement upon written acceptance of its terms and conditions and by affixing his signature to a counterpart hereof. Said agreement shall not become effective as to such additional party until written notice has been given by the Association to the Federal Maritime Board. The admission of any such terminal operator shall not be denied without just, and reasonable cause. Prompt advice of any such denial, together with full statement of the reasons therefor shall be furnished the Federal Maritime Board.

9. Any party to this Agreement may withdraw from the Association at any time upon giving not less than thirty (30) days' written notice to the Association Secretary, and mailing a copy of such notice of withdrawal to the Federal Maritime Board.

10. All action under this agreement shall be by majority vote of the members, limited to one vote per membership, except as otherwise specifically provided in the agreement. A quorum at all meetings of the Association shall consist of two thirds of the members. A record of the vote of each individual member by name shall be retained by the Secretary for at least two years.

ARTICLE 13. AMENDMENTS

11. This Agreement shall not be amended or modified except by unanimous consent of all parties. This Agreement, or any amendment or modification thereof, shall be in writing, shall be signed by the Parties, shall be filed with the Federal Maritime Commission, and shall become effective in accordance with the provisions of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998.

12. This Agreement, or any modification thereof, shall not become effective until approved pursuant to Section 15 of the Shipping Act, 1916, as Amended.

13. This Agreement shall be executed in triplicate, two copies to be filed with the Federal Maritime Board, Washington, D.C., and one copy to be filed with the Secretary of the Association.

14. The Secretary shall file with the Federal Maritime Commission a report of all Association Meetings, describing all matters within the scope of this agreement taken up at such meetings, and specifying the final action taken with respect to each such matter. These reports shall be filed within 30 days after such meetings and shall be certified by the Secretary of the Association as to their accuracy and completeness.
15. All reports or circulars in whatever form, distributed to the members, which relate to matters within the scope of this agreement shall be retained by the Secretary for at least two years.
In witness whereof the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized.

Dated at Raleigh, N.C. this ____ day of _________ A.D. 1960

NORTH CAROLINA STATE PORTS AUTHORITY

By: _______ Title—

Dated at Wilmington, N.C. this ____ day of _________ A.D. 1960

CHAMPION COMPRESS WAREHOUSE AND SPRUNT DOCKS
OWNED AND OPERATED BY THE SPRUNT CORPORATION

By: _______ Title—

Dated at Charleston, S.C. this ___ day of __________ A.D. 1960

SOUTH CAROLINA STATE PORTS AUTHORITY

By: _______ Title—

Dated at Savannah, Ga. this ____ day of __________ A.D. 1960

GEORGIA PORTS AUTHORITY

By: _______ Title—

Dated at Brunswick, Ga. this ____ day of __________ A.D. 1960

BRUNSWICK PORT AUTHORITY
In witness whereof the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized.

Dated at Wilmington, N.C. this ____ day of __________ A.D. 1966

NORTH CAROLINA STATE PORTS AUTHORITY

By: ___________________________ Title ___________________________

Dated at Charleston, S.C. this ____ day of __________ A.D. 1966

SOUTH CAROLINA STATE PORTS AUTHORITY

By: ___________________________ Title ___________________________

Dated at Savannah, Ga. this ____ day of __________ A.D. 1966

GEORGIA PORTS AUTHORITY

By: ___________________________ Title ___________________________

Dated at Brunswick, Ga. this ____ day of __________ A.D. 1966

BRUNSWICK PORT AUTHORITY

By: ___________________________ Title ___________________________
Amended page 4 to FMC Agreement 8455 inclusive of all parties to said Agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized.

ALMONT SHIPPING COMPANY, Wilmington, North Carolina

Signature __________________________ Title __________________________ Date __________________________

CANAVERAL PORT AUTHORITY, Cape Canaveral, Florida

Signature __________________________ Title __________________________ Date __________________________

ARTICLE 14. NOTICES

GEORGIA PORTS AUTHORITY, Savannah, Georgia

Signature __________________________ Title __________________________ Date __________________________

Any notice permitted or required under this Agreement shall be in writing and served on each Party at the address set forth herein, either by first class certified mail, return receipt requested or by overnight delivery service.

ARTICLE 15. CONFIDENTIALITY

JACKSONVILLE PORT AUTHORITY, Jacksonville, Florida

Signature __________________________ Title __________________________ Date __________________________

The Parties agree that information exchanged under this Agreement may contain non-public, confidential business information. The Parties shall treat all information exchanged hereunder as confidential. The Parties recognize that such confidentiality may be limited by legal requirements applicable to each individual Party under Federal or local statutory requirements. In the event a Party withdraws, the withdrawing Party shall return or certify the destruction of any confidential information exchanged under this Agreement.

ARTICLE 16. FILING AGENT

MARINE PORT TERMINALS, INC., Brunswick, Georgia

Signature __________________________ Title __________________________ Date __________________________

A. Each of the Parties to this Agreement hereby appoints the SAMTC Secretary or agent as its representative authorized on behalf of the Party to file the following documents with the Federal Maritime Commission: this Agreement; each amendment to this Agreement;
and all minutes, reports, circulars, notices, statistical compilations, analytical surveys, or other works distributed to the Parties at SAMTC meetings.

MID-FLORIDA FREEZER WAREHOUSE, LTD., Cape Canaveral, Florida

Signature

Title

Date

B. This Agreement and each amendment to or republication of this Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one Agreement, notwithstanding that all Parties are not signatory to the same counterpart.

NORTH CAROLINA STATE PORTS AUTHORITY, Wilmington, North Carolina

Signature

Title

Date

PORT EVERGLADES AUTHORITY, Fort Lauderdale, Florida

Signature

Title

Date
SIGNATURE PAGE

IN WITNESS WHEREOF, the SAMTC Parties have caused this Agreement to be executed, in multiple copies, by their respective officials, as of the day, month, and year as set forth below:

THE PORT OF MIAMI, Miami, Florida

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<tr>
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<tr>
<td>Virginia Port Authority</td>
<td>By: Jerry A. Bridges</td>
<td>Name: Virginia Port Authority</td>
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<td>By: Joe Dorto</td>
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<td>By: Tom Eagar</td>
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<td>By: Bernard Groseclose</td>
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<td>By: Rick Ferrin</td>
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<tr>
<td>By:  Doug Marchand</td>
<td>By:  Bill Johnson</td>
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<tr>
<td>Title: Executive Director</td>
<td>Title: Port Director</td>
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**SAMTC Agreement**
**FMC Agreement No. 8455-002**
**Second Edition**
South Atlantic Marine Terminal Conference (SAMTC) Tariff Committee

Mr. James O'Brien, Port Director
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Deputy Port Director
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Fort Lauderdale, Florida 33316

Mr. Robert Flint
Director of Operations
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Ms. Maisy Alpert
Special Projects Manager
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Fort Lauderdale, Florida 33316

Mr. Richard Taylor
VP Engineering & Environmental
Almost Shipping Co., Inc.
Wilmington, NC 28402

Mr. Robert Reeves
Deputy Director of Marketing & Sales
Jacksonville Port Authority
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Jacksonville, Florida 32206

Mr. Rick Ferrin, VP Marine
Jacksonville Port Authority
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North Carolina State Ports Authority
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Miami, Florida 33132

Mr. Wade Battles
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Duane Grantham
Chief Operating Officer
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176 Concord Street
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Membership Roster as of July 2008