



NEW YORK TERMINAL CONFERENCE AGREEMENT
FEDERAL MARITIME COMMISSION – AGREEMENT
NO.008005

AGREEMENT
RELATIVE TO RATES AND PRACTICES FOR LOADING OR
UNLOADING WATERBORNE FREIGHT & CONTAINERS
ONTO OR FROM TRUCKS, LIGHTERS, BARGES, RAILROAD
CARS
AT PIERS OR OTHER WATERFRONT TERMINALS IN THE PORT
OF NEW YORK AND NEW JERSEY

The parties hereto are persons engaged in maritime terminal operations (hereinafter referred to as terminal operators) who are subject to the Shipping Act of 1984(as amended the “Act”) and are engaged in the loading and unloading of waterborne freight onto or from vehicles at marine terminals and the furnishing of marine terminal facilities and services in the Port of New York and New Jersey. The” Port”, for purposes of this Agreement, includes all of the geographical area designated in “The Port of New York District” Map issued by The Port Authority of New York and New Jersey.

The parties hereto, in consideration of the benefits, advantages and privileges to be severally and collectively derived from this Agreement with respect to (1) fixing of charges to be made by the Terminal Operators for the service of loading or unloading freight and containers

carried by common carriers, subject to the Act and carriers subject to Subchapter II of Chapter 135 of Title 49, United States Code, onto or from trucks, lighters, barges and railroad cars, at piers or at other waterfront terminals, container yards, and container freight stations, in the Port; and (2) the fixing of free time, and demurrage rates and charges to be made by the Terminal Operators, only in the manner and to the extent herein provided, and in order to bring about uniformity of treatment to, and to avoid possible discrimination against truckers, lighterage operators, railroads, and / or consignees or shippers, agree as follows:

1. That they shall establish, publish and maintain a rate schedule containing rates, charges, classifications, rules, regulations and practices with respect to the services of loading, and unloading of waterborne freight and containers onto and from trucks, lighters, barges and railroad cars, and the service of storage of waterborne import and export freight and containers on the pier facilities including the fixing of free time and demurrage thereon.

2. The parties shall assess and collect rates and charges for and in connection with such services strictly in accordance with rates, charges, classifications, rules, regulations and practices set forth in said rate schedules and further, shall not in any respect whatsoever deviate from or violate the terms or conditions or provisions of said rate schedules, and no rates or charges assessed or collected pursuant to such rate

schedules shall be directly or indirectly refunded or remitted in whole or in part in any manner or by any device

3. George J. Lair, as agent, hereinafter referred to as Agent, whose address is P.O. Box 875, Chatham, N.J. 07928, or such other person as the parties may at any time hereafter designate, shall be the authorized representative of each of the parties hereto to issue and receive all notices and communications pertaining to this Agreement, and to publish and issue all rate schedule corrections thereto and re-issue thereof, setting forth the rates, charges classifications, rules, regulations and practices hereto.

4. The Agent, or such other person as the parties may from time to time, designate, shall file with the Federal Maritime Commission, a report of all meetings of the parties (as said phrase is defined by the Federal Maritime Commission). The said report, whose accuracy and completeness shall be certified to by the Agent, or other authorized person, shall describe all matters within the scope of the agreement which are discussed or taken up at any such meeting, and shall specify the action taken with respect to each matter

The said Agent, or any other authorized person, shall, for a period of at least three years from the publication thereof, retain all reports or circulars, in whatever form, which have been distributed to the parties and relate to matters within the scope of the agreement

7. The scope, areas and undertakings of joint activities shall be prescribed and determined by and at meetings of the parties (hereinafter referred to as "Conference Meetings") in connection therewith, the term "Conference Meeting" shall also include the taking of a telephone or electronic poll of all parties hereto by the Agent or other authorized person.

a. Conference meetings may be convened at any time upon less than three working days written notice (except in emergencies), at the call of the Agent, or other authorized person, or at the request of any of the parties hereto addressed to the Agent. A quorum shall consist of the representatives of the parties hereto. Action taken at a Conference meeting shall be determined by those present at such meeting.

b. The Agent, or other authorized person, shall preside over all conference meetings and he shall arrange for the keeping of a minute record of each such meeting. In addition, the Agent, or other authorized person, shall cause to be made, and be retained for a period of at least three years, a record of the vote of each individual member, by name, on each question presented at a Conference meeting

c. Any expenses incurred in carrying out this Agreement shall be prorated among the parties as they shall from time to time determine

8. This Agreement may be cancelled, or amended or altered upon the approval of the parties hereto. The approval or consent to any such cancellation, alteration or amendment may be given in writing

either before or after the convening of a meeting at which such proposal is to be or has been considered. No such cancellation, alteration or amendment shall be made prior to its becoming effective pursuant to the Act.

This Agreement, to be known as the "New York Terminal Conference Agreement," shall take effect when signed by the parties hereto and a true copy has been filed and become effective pursuant to the Act.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or representatives thereunto duly authorized

By Ronald A. Catucci

For American Stevedoring Inc

By [Signature]

For Port Newark Container Terminal LLC

By [Signature]

For Universal Maritime Service Corp.

Date February 4, 2002