NINTH AMENDMENT

TO

FMC AGREEMENT NO. 009335

THE MARINE TERMINAL DISCUSSION AGREEMENT AND
COOPERATIVE WORKING AGREEMENT

FOR

THE NORTHWEST MARINE TERMINAL ASSOCIATION

THIS NINTH AMENDMENT is made and entered into as of Sept. 7, 2016, to FMC Agreement No. 009335, the Marine Terminal Discussion Agreement and Cooperative Working Agreement for the Northwest Marine Terminal Association ("Agreement").

WHEREAS, Article 7(a) of the Agreement states that "Any public or private terminal operator serving interstate and foreign commerce and located within the States of Oregon or Washington shall be eligible to become a Member of this Agreement, upon consent of the majority of the membership, by affixing its signature thereto; and

WHEREAS, the Northwest Seaport Alliance ("Alliance") has applied for membership and the Northwest Marine Terminal Association ("NWMTA") members voted and approved in accordance with the applicable procedures on July 15, 2016, to have the Alliance join the NWMTA; and

WHEREAS, Article 7(d) of the Agreement states that "Prompt notice of admission to membership shall be furnished to the Federal Maritime Commission and such admission shall be effective upon the filing of a modification with the Commission"; and

WHEREAS, the Port of Tacoma, a member of the NWMTA, has transferred management of its cargo terminals to the Alliance and will have its interests represented adequately by the Alliance and therefore desires to relinquish its membership in the NWMTA;

NOW THEREFORE,

1. The Northwest Seaport Alliance is approved as a new member of NWMTA. A revised Page 20 and 21 is added to Agreement No. 009335-009 showing the Northwest Seaport Alliance as a member of the NWMTA.

2. The Port of Tacoma is removed as a member of NWMTA. A revised Page 20 is added to Agreement No. 009335-009 deleting the Port of Tacoma from the NWMTA membership list.

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3. Except as modified by this Amendment No. 9, there are no other changes to the Agreement as modified and restated in Amendment No. 9.

NORTHWEST SEAPORT ALLIANCE

By_____
John Wolfe
Executive Director

NORTHWEST MARINE TERMINAL ASSOCIATION, INC.

By_____
Jaime Amador
Executive Officer

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NORTHWEST MARINE TERMINAL ASSOCIATION, INC.

FEDERAL MARITIME COMMISSION

AGREEMENT NO. 009335, AS AMENDED

AMENDMENT NO. 9

MARINE TERMINAL DISCUSSION AGREEMENT AND
COOPERATIVE WORKING AGREEMENT

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FEDERAL MARITIME COMMISSION
AGREEMENT NO. 009335

PREAMBLE

The members desire to amend this AGREEMENT in order to restate it in conformance with the Shipping Act of 1984. Therefore, the Members hereby amend and restate this AGREEMENT, first entered at Seattle, Washington, on the 2nd day of May of the year one thousand nine hundred and sixty-three, by and between the undersigned on this 25th day of July of the year one thousand nine hundred and eighty-seven.

ARTICLE 1

NAME OF THE AGREEMENT

This Agreement shall be known as the Northwest Marine Terminal Association, Inc. (the "Association").

ARTICLE 2

PURPOSE OF THE AGREEMENT

The undersigned marine terminal operators, (the "Members"), in consideration of the benefits, advantages and privileges to be severally and collectively derived from this Agreement, hereby associate themselves in the Northwest Marine Terminal Association in order to more adequately serve the interests of the shipping public at terminals owned or operated by them in ports in the States of Washington and Oregon, and to establish and maintain, for the purpose of promoting commerce and insuring stability, tariffs, rates, charges, classifications, rules and practices at such terminals for or in connection with interstate and foreign commerce. The Association shall also provide a forum for the open discussion of areas of concern to its Members in providing terminal services to the shipping public.

ARTICLE 3

PARTIES TO THE AGREEMENT

The parties to this Agreement are set forth in Attachment A.

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ARTICLE 4

GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement is among marine terminal operators located in the states of Washington and Oregon.

ARTICLE 5

OVERVIEW OF AGREEMENT AUTHORITY

The parties to this Agreement intend to exercise any and all of the following authority:

(a) To discuss and agree among themselves concerning all terminal rates and/or charges for or in connection with cargoes handled at facilities owned or operated by the Members;

(b) To discuss and agree among themselves concerning all rules and regulations relating to the receiving, handling, storing and/or delivering of property at terminal facilities;

(c) To collect, compile and exchange credit experience information;

(d) To exchange information to facilitate long range industry planning with respect to a broad range of factors such as environmental concerns, intermodal developments and regulations, technological developments, fuel and energy requirements, cooperative undertakings to achieve operating economics and mitigate operating costs, labor issues, port development, and governmental programs and actions which affect terminal and other maritime activities; and

(e) To discuss, prepare, or support or join in, any petition, pleading, study, statements, position, testimony, evidence, recommendation, data, opinion or other expression for presentation or submission to any judicial or legislative tribunal, governmental or other public body; the media; other industry associations; and any public or private survey, symposium or research project.

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ARTICLE 6

OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

(a) The Affairs of this Association shall be governed by a Board of Trustees (the "Board") which shall be selected as follows: Each active Member of the Association shall name one trustee and one alternative trustee who shall act on behalf of the Member in the event of the absence of the first trustee. The trustees and alternatives shall serve until the active Member names another person to take their place. The Board shall have supervision of all matters pertaining to the Association, shall establish the annual dues and assessments, approve the annual budget of the Association, and shall appoint the Executive Secretary of the Association.

(b) The Board shall elect a President, Vice President and Treasurer, who shall be the Officers of the Association, and who shall serve without compensation. The Officers shall serve for a term of one year which shall be coterminous with the calendar year, but shall continue their term of office until their successors have been duly elected and have taken office.

(1) The President shall preside at all meetings of the Association and of the Board. He shall be an ex-officio Member of all Committees and shall, subject to the Board, have general direction of the business of the Association.

(2) The Vice President shall serve during the absence of the President and during such term perform all the duties of the President.

(3) The Treasurer shall be responsible for the funds of the Association and for keeping an accurate record of all Association receipts and disbursements.

(c) The Board shall select and employ an Executive Secretary who shall act as the Executive Officer of the Association subject to the direction of the Board and the President.

(1) The Executive Secretary shall keep an accurate record of the meetings of the Association and shall maintain records in conformity with the Shipping Act of 1984 and the requirements of the Federal Maritime Commission's rules promulgated in conjunction therewith.

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ARTICLE 6 (Cont.)

(2) Each of the parties hereto hereby expressly authorizes the Executive Secretary as its representative authorized to file Agreement amendments, minutes and any other required documents with the Federal Maritime Commission.

(d) The Members may establish and abolish committees or subcommittees ("Committees") as they consider necessary to conduct the business of the Association. Such Committees may be authorized to consider and act upon any matters within the scope of this Agreement. Any action taken by any Committee shall bind only those Committee Members who elect to be parties to such an agreement. The provisions of this Agreement regarding quorums, voting, and parliamentary procedure shall apply to Committees.

(1) Executive Committee. The President, with the approval of the Board of Trustees, shall appoint an Executive Committee of seven Members, including the President, selected from among the Board of Trustees. The Executive Committee shall exercise all the powers of the Board of Trustees when the Board is not in session. The Executive Committee shall fix the time and place of meetings unless the Board of Trustees shall otherwise provide. If the President or any three Members of the Executive Committee determine that it is not feasible to call a meeting, the Committee may take action if the approval of a majority of the Committee Members is obtained by the Executive Secretary by means of a telephone, facsimile, electronic mail, or telegraph poll of the Committee Members.

(2) Committee on Tariffs and Practices. The President shall appoint a standing Committee on Terminal Tariffs and Practices, consisting of a chairman and such other Members as in the judgment of the President may be required. The Committee on Tariffs and Practices shall investigate and study terminal operating costs, methods and practices, as well as traffic conditions, in order to determine just and reasonable, and so far as practicable, uniform rates, charges, classifications, rules, regulations and practices at marine terminals, and to recommend to the membership the adoption of such rates, charges, classifications, rules, regulations and practices.

(3) Committee on Cooperative Arrangements and Antitrust Immunity. The Committee on Cooperative Arrangements and Antitrust Immunity shall be composed of the Executive Director, Chief Executive Officer, Managing Director or other person at the highest management level of each marine terminal operator Member, or his delegate. Membership on the Committee shall be open to

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ARTICLE 6 (Cont.)

all Members of the Association, but shall not be mandatory. The Committee may organize subcommittees along regional lines (e.g. Puget Sound and Columbia River), by nature of cargo (e.g. container, bulk, breakbulk, etc.) or other bases. A Chairman of the Committee shall be elected from among the membership of the Committee. The Chairman may appoint subcommittee chairmen, and shall be responsible for convening meetings of the Committees. The Committee shall discuss, investigate, and study the need for antitrust immunity for ports and marine terminals, the need for coordination in planning future marine terminal facilities, the need for cooperation in the use of existing marine terminal facilities, the need for joint surveys of trade conditions and needs, and the need for coordinated marketing and promotional activities on behalf of Oregon and Washington marine terminal operators.

(4) Law and Legislation Committee. The President shall appoint a standing Committee on Law and Legislation, consisting of a Chairman and such other Members as in the judgment of the President may be required. The Committee shall meet at the call of the Chairman for the purpose of discussing and studying local and national legal and legislative issues of concern to the Members, preparing pleadings or statements on behalf of the Association for submission to any judicial or legislative forum, and to monitor and report to the Members on specific legal proceedings which may affect the Members.

ARTICLE 7

MEMBERSHIP

(a) Any public or private marine terminal operator serving interstate and foreign commerce and located within the States of Oregon or Washington shall be eligible to become a Member of this Agreement, upon consent of the majority of the membership, by affixing its signature thereto.

(b) Every application for membership shall be acted upon promptly.

(c) No marine terminal operator shall be denied admission or re-admission to membership without just and reasonable cause.

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ARTICLE 7 (Cont.)

(d) Prompt notice of admission to membership shall be furnished to the Federal Maritime Commission and such admission shall be effective upon the filing of a modification with the Commission.

(e) Advice of any denial of admission to membership together with a statement of the reasons therefor, shall be furnished promptly to the Federal Maritime Commission

(f) Any party may withdraw from this Association without penalty by giving at least 90 days written notice of intention to withdraw to the Executive Secretary; provided, however, that action taken by the parties to the Association to compel the payment of outstanding financial obligations by the resigning Member shall not be construed as a penalty for withdrawal.

(g) Notice of resignation of any Member and an appropriate modification shall be promptly filed with the Federal Maritime Commission, and shall be effective upon filing.

(h) The filing of a notice of resignation shall not, until the resignation becomes effective, relieve a Member of its obligation under this Agreement. Upon the effective date of the Member's resignation, that Member shall be relieved of all obligations to the Association, except for the amount of any then delinquent assessment (including dues) levied against that Member.

(i) No party may be expelled against its will from this Association except for failure to maintain or provide marine terminal services within the scope of this Agreement or for failure to abide by all terms and conditions of this Agreement.

ARTICLE 8

VOTING

(a) Except as otherwise provided with respect to notice of resignation, or expulsion from membership, each Member shall be entitled to cast one vote on each matter presented for decision of the Association.

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ARTICLE 8 (Cont.)

(b) Except as otherwise specifically provided in this Agreement each of the parties hereto shall be entitled to one vote; a quorum shall consist of one-half of the Members of the Association. In the absence of a quorum, an Association meeting may be held, but no votes or any formal actions may be taken.

(c) All actions under this Agreement shall, unless otherwise provided in this Agreement, require the approval by a majority vote of the trustees present and voting. In the event of an equal number of votes for and against any matter, the matter shall be deemed to have not been passed by the Association. Should any Member elect to abstain from voting on any matter, that matter shall be determined solely on the basis of the votes cast by the other Members.

(d) Members may vote by proxy in accordance with the rules set forth in this subsection, in person, or by telephone. Members may vote by proxy, subject to the following rules: A proxy vote is valid only if it contains a recital of the motion that is the subject of the proxy vote contained in a writing from the Member, whether transmitted by facsimile or electronic mail.

(e) A record of the vote on each question voted on shall be retained by the Executive Secretary for at least two years (or such longer period of time required by the Federal Maritime Commission).

ARTICLE 9

DURATION

The duration of this Association shall be perpetual.

ARTICLE 10

NEUTRAL BODY POLICING

Not Applicable.

ARTICLE 11

PROHIBITED ACTS

(a) The Association and its Members shall not engage in any prohibited acts identified in Section 10 (d) of the Shipping Act of 1984.

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ARTICLE 11 (Cont.)

(b) To the extent required by law, including the Shipping Act, 1916 and the Shipping Act of 1984, all rates, charges, rules and regulations for or in connection with marine terminal services shall be quoted, charged and collected by the Members strictly in accordance with their tariffs. No part thereof shall be unlawfully refunded or remitted in any manner directly or indirectly, or by any device, to any party.

ARTICLE 12

CONSULTATION, SHIPPERS REQUESTS AND COMPLAINTS

(a) Consultation. In the event of a controversy, claim, or dispute of a commercial nature arising out of or relating to this Agreement or efforts to reduce or eliminate malpractices, the Association, through its Secretary, shall attempt to resolve the dispute in an amicable manner with the opportunity for direct discussions with the disputant. The services of third parties may be drawn from Members of the Agreement or impartial outsiders, including use of the Commission's conciliation service provided for at 46 C.F.R. § 502.401-502.406.

(b) Shippers' Requests and Complaints. Shippers' requests and complaints may be made by filing a statement thereof with the Association Executive Secretary. Such statement shall be submitted promptly to each Member of the Association, and to the Committee on Tariffs and Practices for consideration at its next meeting. The Committee on Tariffs and Practices shall submit its conclusions and recommendations to the Members of the Association for decision and the Executive Secretary shall, in writing, promptly advise the filing party of the action taken by the Association.

ARTICLE 13

INDEPENDENT ACTION

(a) The Members of this Association agree to consult with one another, through the Association where practicable, relative to and before amending, supplementing or reissuing any of their tariffs dealing with traffic within the scope of this Agreement.

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ARTICLE 13 (Cont.)

(b) Any recommendations made by a party to this Agreement, and any recommendations by the Association to its Members shall be purely advisory, and any party to this Agreement may take independent action on any rate, charge, practice or any item required to be filed in a tariff, or any other action taken by the Association.

ARTICLE 14

MEETINGS AND PARLIAMENTARY PROCEDURES

(a) Regular meetings of the Association and its Committees, the date, time and place of which shall be determined by the Members or left by them to "the call of the chair", will be held sufficiently frequently to permit the expeditious transaction of all Association business. Special meetings may be requested by the President at the request of the Board of Trustees or upon the request of one-third of the Members. Notice of special meetings, setting forth the subject matter of the meetings, shall be given to all Members at least one week prior to the date of the meeting. Members may decide to cancel or change the date, time and place of any regularly scheduled meeting or any special or other meeting which has been called.

(b) The Members may, from time to time, consistent with the terms of this Agreement, adopt and revise parliamentary procedure governing the conduct of meetings and other Association proceedings and determine the manner in which parliamentary issues are to be resolved.

ARTICLE 15

AGREEMENTS WITH OTHER MARINE TERMINAL OPERATORS, CARRIERS AND PERSONS

(a) This Association may meet with other marine terminal operators, carriers, conferences of carriers or other persons as a single party for the purpose of discussing and arranging matters of mutual interest, but no agreement, understanding or arrangements shall be implemented until the same has been filed with the Federal Maritime Commission and approved or allowed to take effect by the Commission.

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ARTICLE 15 (Cont.)

(b) Any marine terminal operator becoming a Member of this Association shall thereby become a party to, and any marine terminal operator resigning or expelled from this Association shall thereby cease to be a party to, any lawful agreements jointly entered into by all of the Members on the one hand, and any other marine terminal operator, association of marine terminal operators, carrier or conference of carriers, or other person or persons, on the other.

ARTICLE 16

EXPENSES AND HOUSEKEEPING ARRANGEMENTS

The expenses of the Association shall be apportioned among the Members as they shall from time to time determine including the imposition of interest for late payments. Invoices for assessment to meet such expenses shall be rendered regularly by the Executive Secretary to the Members and shall be promptly paid.

ARTICLE 17

AMENDMENTS

No action under this Article or any other Article of this Agreement constituting modification of this Agreement within the purview of Sections 5 and 6 of the Shipping Act of 1984, shall be carried into effect until it becomes effective pursuant to the provisions of such Act.

ARTICLE 18

FILING AGENT

Each of the Members hereof appoints in writing the Executive Secretary as its representative authorized on behalf of such Member to file with the Federal Maritime Commission this Agreement and each amendment to this Agreement which shall have been unanimously adopted and approved in each instance by signature of an authorized person from each Member.

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

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ATTACHMENT A

IN WITNESS WHEREOF, this Agreement is executed and filed by authority of, and on behalf of, the following members of the NORTHWEST MARINE TERMINAL ASSOCIATION:

Port of Anacortes

Port of Astoria

Port of Bellingham

Port of Coos Bay

Port of Everett

Port of Grays Harbor

Port of Kalama

Port of Longview

Port of Olympia

Port of Pasco

Port of Port Angeles

Port of Portland

Port of Seattle

Port of St. Helens

~~Port of Tacoma~~ (relinquish membership)

Port of Vancouver, USA

The Northwest Seaport Alliance

By _____

JAIME AMADOR
Executive Officer

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