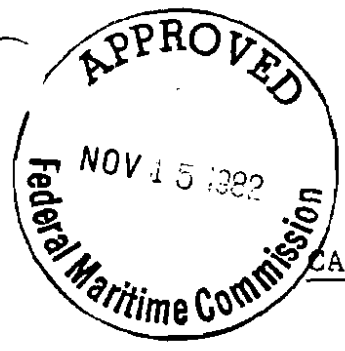


T-2206-1  
~~FEDERAL MARITIME COMMISSION~~

Federal Maritime Commission  
Agreement No. T-2206-1  
Approved: RECEIVED

NOV 15 PM 1 22



AGREEMENT  
BETWEEN  
CALIFORNIA ASSOCIATION OF PORT AUTHORITIES  
AND  
NORTHWEST MARINE TERMINAL ASSOCIATION SECRETARY

This Agreement is made and entered into this 22nd day of November 1982, between the member ports and terminals of the CALIFORNIA ASSOCIATION OF PORT AUTHORITIES and the NORTHWEST MARINE TERMINAL ASSOCIATION.

WHEREAS, the members of the CALIFORNIA ASSOCIATION OF PORT AUTHORITIES (CAPA) are parties to an agreement which has been designated Federal Maritime Commission Agreement No. 7345 and which has been filed with and approved by the Federal Maritime Commission pursuant to Section 15, Shipping Act, 1916, and which authorizes the members to take certain actions within the scope of, and in accordance with, the procedures provided for in the agreement; and

WHEREAS, the members of the NORTHWEST MARINE TERMINAL ASSOCIATION (NWMTA) are parties to an agreement which has been designated Federal Maritime Commission Agreement No. 9335 and which has been filed with and approved by the Federal Maritime Commission pursuant to Section 15, Shipping Act, 1916, and which authorizes the members to take certain actions within the scope of, and in accordance with, the procedures provided for in the agreement; and

WHEREAS, the members of said associations, acting by and through said associations, desire to confer, discuss and make recommendations from time to time on marine terminal practices (other than rates and charges) or other matters of concern to the marine terminal industry;

NOW, THEREFORE, it is agreed as follows:

1. MEMBERSHIP. The members of CAPA and NWMTA, acting by and through said associations, are parties to this Agreement. Any port or terminal becoming a member of either CAPA or NWMTA shall ipso facto become a party to this Agreement, as a member of the association in which it has acquired membership. The termination of a membership in either of said associations shall automatically terminate such member's participation in this Agreement as a member of the association of which it has ceased to be a member.

2. PURPOSE. The members of CAPA and NWMTA, acting by and through their associations, may, from time to time, confer, discuss and make recommendations on practices (other than rates and charges) of the marine terminal industry or other matters of concern to the marine terminal industry. Actions taken hereunder may be implemented by said associations under the procedure and within the scope of their respective association agreements. The members of said associations are not authorized, in connection with any activities under consideration pursuant to this Agreement, to take any action which should be taken separately by said members acting pursuant to their association agreements. This Agreement shall not confer rate-making power upon said members, nor shall any action taken pursuant to this Agreement be binding upon said members. Nothing herein shall preclude either association from taking any action without the concurrence of the other; provided, however, that with respect to recommendations which have been made pursuant to this Agreement, the association taking such action shall promptly notify the other association.

3. MEETINGS.

(a) Joint meetings of the members of said associations may be called by the Chairman at his discretion or upon the written request of either association. The time, place and purpose of any joint meeting shall be set forth in the notice which shall be mailed to the members not less than one (1) week before the date of the meeting, and no business, other than that for which the meeting is called, shall be transacted; provided, however, if all members are present or unanimously agree, in person or by proxy, any other matters within the scope of the Agreement may be considered at such joint meeting.

(b) The Chairman, at his own discretion, may, or upon the written request of either association shall call a joint meeting by correspondence, and the Chairman shall fix the date thereof. A notice of the call of any joint meeting by correspondence shall be given by the Secretary in writing by mail to each member and shall be postmarked not less than ten (10) days prior to the date fixed for any such joint meeting by correspondence, which notice shall state the manner of call of, and the date fixed for, said joint meeting by correspondence and contain the subject or subjects to be considered and voted upon at such joint meeting, together with the text of any resolutions or any other matters proposed for action. A member shall be deemed to have voted on a subject at a joint meeting by correspondence (i) if the member shall have communicated its vote, in the affirmative or in the negative, on such subject to the Secretary in writing, by mail or otherwise, and if such communication is received by the Secretary or is postmarked prior to midnight of the date fixed for such joint meeting by correspondence or (ii) if the member shall have failed to

communicate its vote on such subject to the Secretary in the manner and within the time specified in (i) above, in such event its vote on such subject shall be deemed to be and shall be entered as in the affirmative. Any resolution or other action proposed and adopted at a joint meeting by correspondence shall have the same force and effect as though such resolution or other action had been adopted or taken at a joint meeting of the members of the association pursuant to this Agreement.

4. OFFICERS. The members annually shall designate a Chairman to preside over all meetings, a Vice Chairman to act in the absence of the Chairman, and a Secretary, who shall keep a minute record of the proceedings of all joint meetings and a record of all actions taken, and shall perform such duties as may be requested of him by the Chairman. The Chairman shall be a representative of a member of one association, and the Vice Chairman shall be a representative of a member of the other association, and said officers shall alternate between the association. Copies of all such minute records shall be furnished by the Secretary to the Federal Maritime Commission and to each member.

5. COMMITTEES. The Chairman may appoint such joint committees as may, from time to time, be necessary, and such joint committees may meet from time to time as may be necessary to accomplish their assignments. At meetings held by joint committees, the Chairman and the Secretary shall be entitled to participate ex officio.

6. QUORUM. A quorum at any joint meeting, or at any joint committee meeting, shall consist of a representation of not less than one-half of the members of each association, or of such committee, respectively.

7. VOTING. Each member of each association shall be entitled to one vote, to be cast in person or by proxy by the representative of the member duly authorized to attend said joint meeting.

8. EXPENSES. Each member of said association shall bear the expenses of its own representatives while attending any such joint meetings held under the provisions of this Agreement. Other expenses incidental to routine operations pursuant to this Agreement shall be apportioned equally between the two associations; it being mutually understood and agreed that expenses other than routine can be contracted only with the separate agreement of each association.

9. AMENDMENT. This Agreement may be amended at any joint meeting by unanimous vote of all members. Any proposal to amend this Agreement shall be submitted in writing.

10. EFFECTIVE DATE. This Agreement, and any amendments thereto, shall become effective when, and not before, it has been approved by the Federal Maritime Commission. This Agreement shall remain in effect until the ninetieth day after either of said associations shall have given to the other association and to the Federal Maritime Commission notice of termination; and on said ninetieth day this Agreement shall terminate and come to an end.

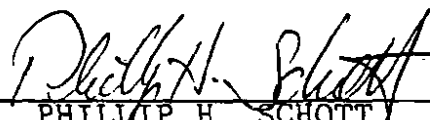
11. TERM. If not earlier terminated pursuant to Article 10, above, this Agreement shall terminate on November 22, 1987.

IN WITNESS WHEREOF, this Agreement is executed and filed by authority of, and on behalf of, the following members of the respective associations:

CALIFORNIA ASSOCIATION OF PORT AUTHORITIES

Encinal Terminals  
Port of Long Beach  
Port of Los Angeles  
Port of Oakland  
Port of Hueneme  
Port of Redwood City  
Port of Richmond  
Port of Sacramento  
Port of San Diego  
Port of San Francisco  
Port of Stockton

By

  
PHILIP H. SCHOTT  
Executive Secretary

NORTHWEST MARINE TERMINAL ASSOCIATION

Port of Anacortes

Port of Astoria

Port of Bellingham

Port of Everett

Port of Grays Harbor

Port of Longview

Port of Olympia

Port of Port Angeles

Port of Portland

Port of Seattle

Port of Tacoma

Port of Vancouver

Seaterm Services, Inc.

By

  
R. L. HENRY, Executive Secretary