FEDERAL MARITIME COMMISSION
AMENDED RESTATEMENT OF AGREEMENT NO. T-1941
ORIGINAL EFFECTIVE DATE OF AGREEMENT: 7-6-66
EFFECTIVE DATE OF AMENDED RESTATED AGREEMENT: August 31, 2018

THIS AGREEMENT, entered into by and between the undersigned parties engaged in the business of furnishing general cargo terminal facilities and/or services in connection with common carriers by water in foreign commerce at the Port of Baltimore.

WITNESSETH

That in consideration of the benefits, advantages and/or privileges to be severally and collectively derived from this Agreement, and in consideration of the terms, covenants and conditions contained herein, and in consideration of the specific Agreement and undertaking of each of the undersigned jointly and severally to be bound by and enforce all provisions of this contract and to fulfill their respective obligations hereunder, and in consideration of each party subscribing hereto upon condition of like subscription by each of the other parties, the undersigned parties identified on Appendix A hereto hereby associate themselves in an association to be known as "Baltimore Marine Terminal Association" (hereinafter referred to as "The Association") to more adequately serve the interests of the shipping public at their marine terminals or where they perform services in foreign commerce in the Port of Baltimore, and to establish just and reasonable terminal definitions, rates, charges, classifications, rules, regulations and practices at such marine terminals for or in connection with foreign waterborne commerce. For the purposes of this Agreement the term "Port of Baltimore" shall include all ports on the Chesapeake Bay located within the boundaries of the State of Maryland.

FIRST: Each party represents and warrants that it is a "marine terminal operator" within the meaning of the Shipping Act of 1984, as amended by the Ocean Shipping Reform Act of

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

1998 and the Coast Guard Authorization Act of 1998 (hereinafter, collectively, "the Act") and that it is engaged in the business of furnishing wharfage, dockage, or other marine terminal facilities or services hereinbefore described in connection with common carriers by water in foreign commerce within the meaning of the said Act, as amended.

Each party also represents and warrants that if it ceases to be a marine terminal operator engaged in the business of furnishing wharfage, dockage, or other terminal facilities or services hereinbefore described within the meaning of the said Act, as amended, it shall forthwith cease to be a party to this Agreement but shall remain liable for any dues, assessments, or awards outstanding against it. Prompt notice of such change in status shall be given to the President or Executive Secretary who shall promptly notify the Federal Maritime Commission (hereinafter referred to as the "Commission").

SECOND: This Agreement and any amendments or modifications thereof shall be filed with the Commission and become effective in accordance with the provisions of the Act as amended.

THIRD: This Agreement shall cover all terminal services performed at the parties' marine terminal facilities for and in connection with waterborne foreign commerce.

FOURTH: The parties hereto agreed that all schedules, rates, charges, classifications, rules and regulations and additions thereto and changes therein, adopted pursuant to this Agreement shall be made available to the public promptly by the President or Executive Secretary pursuant to the regulations promulgated by the Commission. The parties further agree that no change in the Association's schedule shall become effective until after thirty days notice to the public as heretofore provided unless good cause exists for a change upon a shorter notice.

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

FIFTH: The parties hereto agree to assess and collect all terminal rates and/or charges for or in connection with services performed by them within the scope of this Agreement strictly in accordance with the rates, charges, classifications, rules, regulations and/or practices set forth in the Association schedule; that they will not in any respect deviate from or violate any of the terms of said schedule; and that no rates or charges assessed or collected pursuant to such schedule shall be directly or indirectly illegally or unlawfully refunded to remitted in whole or in part in any manner or by any device; HOWEVER, this provision shall not apply if a party has an actual contract with a carrier or other person covering the services rendered by the marine terminal operator to that carrier or other person.

SIXTH: Any person, firm or corporation engaged in the business of furnishing wharfage, dockage, or other marine terminal facilities or services within the meaning of the Act as amended, or giving substantial and reliable evidence of intention to so engage at the Port of Baltimore, may become a member of this Association upon the approval of a majority of all of the parties hereto, by affixing its signature to this Agreement, or a counterpart thereof. No admission to membership shall become effective prior to the date of written advice thereof given by the Secretary or the President of the Association to the Commission. Every application for membership shall be acted upon promptly. No applicant shall be denied admission except for just and reasonable cause, and advise of any denial of admission to membership, together with a statement of the reasons thereof, shall be furnished promptly to the Commission by the President or Executive Secretary of the Association.

SEVENTH: The parties hereto shall elect from their membership, by a majority vote of the entire membership, a President, a Vice-President and a Secretary-Treasurer. Those officers

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

shall be the officers of the Association and shall serve without compensation for one year or until their successors have been duly elected and installed in office. It shall be the duty of the President to preside at all meetings of the Association. In the absence of the President or in case of his incapacity it will be the duty of the Vice-President to perform the duties of the President.

The parties hereto may also select by a majority vote of the entire membership and employ an Executive Secretary who shall perform the secretarial duties of the Association and act as the Executive Officer thereof. The Executive Secretary need not be selected from the membership of the Association and shall receive such compensation as a majority of the parties hereto shall agree upon from time to time.

The minutes of the meetings of the Association shall be kept by the Executive Secretary or Secretary who shall furnish certified copies of said minutes to the Commission within 21 days after such meeting.

All minutes, reports, or circulars together with a record of any vote taken shall be kept in the official files of the Association for a period of not less than two (2) years.

Meetings of the Association may be convened at any time upon not less than three days notice at the call of the Executive Secretary or of any officer of the Association or at the request of any of the parties hereto addressed to the Executive Secretary or the President of the Association. In the event of an emergency or the necessity for a special meeting, the notice requirement contained herein shall be waived. The President or Executive Secretary shall decide in all cases whether or not such an emergency exists to necessitate the waiver of the notice requirement.

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

All business of the Association shall be conducted at membership meetings or by unanimous written consent in lieu of a meeting. Each member or his authorized representative shall have one vote. All voting shall be by roll call vote or secret ballot, as determined at each meeting.

A quorum shall consist of the representatives of two thirds (2/3) of the parties to this Agreement. Action taken at a meeting shall be determined by a majority vote of all parties to this Agreement. In the event of any tie vote, the President may authorize the Executive Secretary to cast the tie-breaking vote.

EIGHTH: The parties hereto agree that in the event of any party is charged with any violation of this Agreement and the parties are unable to voluntarily resolve their differences, any party to this Agreement may in writing, addressed to the President or Executive Secretary, request that the dispute be submitted for decision by arbitration. The President or Executive Secretary shall thereupon notify the parties to the dispute of such request. Each party to the dispute shall appoint an arbitrator, and the two arbitrators as appointed shall elect a third arbitrator who shall set as Chairman of the Arbitration Committee. In the event the two arbitrators selected by the parties to the dispute are unable to agree upon a third arbitrator, he shall be appointed by the Chief Judge of the United States District Court for the District of Maryland.

The duly constituted Arbitration Committee, after a hearing, shall render a decision regarding such alleged violation, and may assess liquidated damages if they deem it necessary. Any such liquidated damages shall be paid to the injured party or shall be paid into the Association's treasury in the discretion of the Arbitration Committee.

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

Each party agrees to accept any decision rendered by a majority of the said Committee as final and conclusive in all matters arising under the agreement and to abide thereby and be bound thereby unless and until the same is vacated, revised or modified by a court or competent jurisdiction or by the Commission. Failure to pay promptly any liquidated damages that may be imposed by the Arbitration Committee or failure to comply in any other way with the Arbitration Committee's decision shall subject the offending party to the expulsion from participating in, and from continuing as a party to, this Agreement. The offending party, however, shall remain liable for any dues, assessments or award outstanding it. Prompt notice of any expulsion shall be given by the Executive Secretary or the President to the Commission.

NINTH: The parties hereto agree that the President elected by the Association shall be the authorized representative of each of the parties hereto, until and unless an Executive Secretary is named by the Association, to issue and receive all notice and communications pertaining to this Agreement, and to publish all schedules, corrections thereto, and revisions thereof, setting forth the rates, charges, classifications, rules, regulations and practices established by the parties hereto. Upon the appointment of an Executive Secretary by the Association, he or she shall be the authorized representative of the parties for the purposes set forth in this paragraph Ninth.

TENTH: Any expense incurred in carrying out this Agreement shall be pro-rated among the parties hereto as they shall from time to time determine.

ELEVENTH: Any party hereto shall have the right to withdraw from this Agreement provided that written notice of such withdrawal is given at least thirty days in advance of the intended date of withdrawal to the Executive Secretary or the President. A copy of any such

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

notice shall be dispatched promptly by the Executive Secretary or the President to the Commission. During the period before the effective date of withdrawal, the withdrawing party agrees to be bound by all of the provisions of this Agreement. The withdrawing party also shall remain liable for all dues, assessments or awards outstanding against it.

TWELFTH: The invalidation, nullification, alteration, limitation, modification, change or amendment of any part or provision of this Agreement shall not affect the validity of any other part or provision hereof.

This Agreement is made and entered into and shall be construed in accordance with the laws of the State of Maryland and applicable Federal laws.

THIRTEENTH: This Agreement may be executed in as many original counterparts as desired and shall be binding upon each party, his or their heirs, executors, administrators, successors or assigns. In the event the Agreement is assigned to the successors or assigns of any of the parties, notice thereof, together with copy of the assignment agreement, shall be filed with the Commission.

FOURTEENTH: Nothing contained in this Agreement shall interfere with the right of any party under the provisions of the Act , as amended, or the jurisdiction of the Commission under said Act.

FIFTEENTH: This Agreement may be amended by a two-thirds (2/3) vote of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their respective and duly authorized officers or agents the day and year indicated by their signature hereto.

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

PORTS AMERICA CHESAPEAKE, LLC

By: _____
Bayard Hogans, General Manager

Date: 8/20/18

MID-ATLANTIC TERMINAL LLC

By: _____
Steve O'Malley, Manager

Date: _____

CERES MARINE TERMINALS, INC.

By: _____
Douglas Wolfe, Terminal Manager

Date: _____

BALTERM, LLC.

By: _____
Morgan C. (Trip) Bailey, President

Date: _____

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

PORTS AMERICA CHESAPEAKE, LLC

By: _____
Bayard Hogans, General Manager

Date: _____

MID-ATLANTIC TERMINAL LLC

By: Steve O'Malley
Steve O'Malley, Manager

Date: 08-09-2018

CERES MARINE TERMINALS, INC.

By: _____
Douglas Wolfe, Terminal Manager

Date: _____

BALTERM, LLC.

By: _____
Morgan C. (Trip) Bailey, President

Date: _____

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

PORTS AMERICA CHESAPEAKE, LLC

By: _____
Bayard Hogans, General Manager

Date: _____

MID-ATLANTIC TERMINAL LLC

By: _____
Steve O'Malley, Manager

Date: _____

CERES MARINE TERMINALS, INC.

By: _____
Douglas Wolfe, ~~Terminal Manager~~ VICE PRESIDENT

Date: 14 AUGUST 2018

BALTERM, LLC.

By: _____
Morgan C. (Trip) Bailey, President

Date: _____

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

PORTS AMERICA CHESAPEAKE, LLC

By: _____
Bayard Hogans, General Manager

Date: _____

MID-ATLANTIC TERMINAL LLC

By: _____
Steve O'Malley, Manager

Date: _____

CERES MARINE TERMINALS, INC.

By: _____
Douglas Wolfe, Terminal Manager

Date: _____

BALTERM, LLC.

By: _____
Morgan C. (Trip) Bailey, President

Date: 8/9/18

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018

APPENDIX A
to Agreement No. T-1941

CURRENT MEMBERS OF THE BMTA

Dated: August 31, 2018

Ports America Chesapeake, LLC.
2200 Broening Highway, Suite 100
Baltimore, Maryland 21224
Phone: (410) 649-7630
Fax: (410) 631-7425
Contact person: Bayard Hogans, General Manager
Bayard.hogans@portsamerica.com

BalTerm, LLC
South Locust Point Marine Terminal
2001 East McComas Street
Baltimore, MD 21230
Phone: (410) 752-9981 x3102
Fax: (410) 752-9985
Contact Person: Morgan C. (Trip) Bailey, President,
tbailey@balterm.com

Mid-Atlantic Terminal LLC
2700 Broening Highway, Building 602A
Baltimore, MD 21222
Phone: (410) 563-6075
Fax: (410) 282-2321
Contact person: Steve O'Malley, Terminal Manager
steve.omalley@2wglobal.com

Ceres Marine Terminals, Inc.
3100 Childs St., 2nd Floor
Baltimore, MD 21226
Phone: (443) 874-7700
Fax: (443) 874-8583
Contact person: Douglas Wolfe, Vice President
dwolfe@ceresglobal.com

FMC Agreement No.: 001941-004 Effective Date: Saturday, October 6, 2018
Downloaded from WWW.FMC.GOV on Wednesday, November 7, 2018