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TITLE PAGE

HOUSTON MARINE TERMINAL OPERATORS/FREIGHT HANDLERS AGREEMENT

FMC AGREEMENT NO. 201200



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ARTICLE I: NAME OF AGREEMENT

This Agreement shall be known as the Houston Marine Terminal Operators/Freight Handlers Agreement (the "Agreement").

ARTICLE II. PURPOSE

The purpose of this Agreement is to enable the parties (a "Party" or the "Parties") to meet, discuss, and agree upon matters of common interest in the Port of Houston.

ARTICLE III. PARTIES

The Parties to this Agreement are marine terminal operators as defined under the Shipping Act, 46 U.S.C. § 40102 (14) and are the entities identified in Appendix A hereto.

ARTICLE IV. GEOGRAPHIC SCOPE

The geographic scope of this Agreement is the Port of Houston Authority's Turning Basin, Woodhouse, Barbours Cut, and Bayport terminal facilities at the Port of Houston.

ARTICLE V. AUTHORITY

(a) Any two or more of the Parties to this Agreement shall have the authority to meet, discuss, and agree, on a voluntary basis, upon recommended or requested rates, charges, credit and collection policies, rules, regulations, practices, terms and conditions of service for car, truck, and railcar loading and unloading, and other marine terminal operating services pertaining to the receipt, handling and/or delivery of cargo at the Port of Houston Authority's Turning Basin, Woodhouse, Barbours Cut, and Bayport terminal facilities at the Port of Houston; to present recommendations and requests pertaining thereto to the Port of Houston for inclusion in its tariffs.

(b) The Houston Marine Terminal Operators/Freight Handlers Agreement may enter into agreement(s) with the Port of Houston Authority subject to filing such agreement(s) with the Federal Maritime Commission. Parties to this Agreement shall be timely informed of meetings between this Agreement and the Port of Houston Authority, pursuant to such agreement(s).

**ARTICLE VI. OFFICIALS, RESPONSIBILITIES, MEETINGS AND
DELEGATIONS OF AUTHORITY**

(a) The President and CEO of the West Gulf Maritime Association shall be the Chairman of this Agreement and have authority to file this agreement, any agreement modifications hereto, and copies of the minutes of all meetings of the Parties to this Agreement (including meetings of their agents, principals, owners, committees, or subcommittees whether face-to-face or other means) with the Federal Maritime Commission. Such minutes shall describe all matters discussed and considered at any meeting and shall indicate the action taken thereon, but shall not disclose the identity of the Parties that participated in the discussions or the votes taken. The Chairman may delegate other responsibilities such as providing notice of meetings, preparing agenda, presiding at such meetings, keeping records of the minutes of such meetings, and any other administrative or research projects, to the representatives of other Parties to this Agreement.

(b) Meetings, discussions and exchanges may be conducted in person, and/or by telephone or written or electronic communication including email, telex, or telefax.

(c) Each Party shall designate a representative who shall be authorized to vote on its behalf on any matter coming before a meeting of the Parties to this Agreement and an alternate authorized to serve and vote in the absence of the designated representative. Meetings may be called by the Chairman, by his delegated representative, or by a majority of the Parties hereto on 72 hours' notice by telephone or written or electronic communication to all Parties. All actions authorized under this Agreement may be taken on the majority vote of a quorum consisting of a majority of the representatives of the Parties to this Agreement.

ARTICLE VII. MEMBERSHIP, WITHDRAWAL

Any person who is performing marine terminal/freight handling services at the Port of Houston Authority's Turning Basin, Woodhouse, Barbours Cut, or Bayport terminal facilities in connection with ocean common carriers or water carriers as defined in 46 U.S.C. § 40102(6) and (14), may become a Party to this Agreement. Any Party may resign without penalty from this Agreement upon 30 days' written notice to the Chairman. Amendments to this agreement showing admissions or withdrawals to membership will be filed with the Federal Maritime Commission.

ARTICLE VIII. EFFECTIVE DATE

This Agreement shall become effective as provided for in Chapter 403 – Agreement, 46 U.S.C. § 40301, *et seq.* This Agreement will remain in effect until terminated by unanimous vote of the Parties hereto.

DATED and EXECUTED at Houston, Texas as of this 16 day of January, 2009.



Walter Niemand
President and CEO of the West Gulf Maritime
Association
Chairman of Houston Marine Terminal
Operators/Freight Handlers Agreement
1717 East Loop North, Suite 200
Houston, Texas 77029
713-678-7655

**AGREEMENT MEMBERS FOLLOW
IN ATTACHED APPENDIX A**

APPENDIX A

Ceres Gulf, Inc.
6021 Fairmont Parkway, Suite 240
Pasadena, Texas 77505

Chaparral Stevedoring Company of Texas, Inc.
Box 96517
Houston, Texas 77213-6517

CT Stevedoring Inc. d/b/a Cooper/T. Smith Stevedoring Co.
2315 McCarty
Houston, Texas 77029

Ports America Texas, Inc.
8222 Manchester Street
Houston, Texas 77012

GP Terminals LLC
11811 East Freeway, Suite 660
Houston, Texas 77029

Shippers Stevedoring Company
11811 E. Freeway, Suite 660
Houston, Texas 77029

SSA Gulf, Inc.
1717 East Loop N., Suite 365
Houston, Texas 77029