

COOPERATION AGREEMENT

Twenty years ago, the Puyallup Tribe of Indians (the "Tribe"), the Port of Tacoma (the "Port"), and numerous other governments and private entities entered into a Land Settlement Agreement, an historic event that resolved a number of land, jurisdictional and other issues between the parties. One of the most significant elements of that agreement was the transfer to the Tribe of lands on the Blair Waterway which the parties envisioned would be developed by the Tribe as an international marine terminal. Now, twenty years later, the Tribe, through its economic development corporation, Marine View Ventures, Inc. ("MVV"), has entered into an agreement with SSA Containers, Inc. ("SSA") for that long-awaited development.

The Tribe and the Port agree that both will benefit substantially by working together on existing opportunities and challenges, as well as to create new opportunities that neither may be able to optimize alone. The Port and the Tribe also agree that it is necessary and beneficial to coordinate with MVV and SSA on issues related to permitting terminal development, infrastructure, and numerous other issues that may arise as each party moves forward to develop and utilize facilities on the Blair Waterway and adjacent lands.

The Port and the Tribe have long been neighbors, tied together by both the specific terms they each agreed to in the context of the Land Settlement Agreement, as well as the practical realities of being governments with overlapping areas of jurisdiction. The impending fulfillment of one of the promises of the Land Settlement Agreement, through the development of an international marine terminal on the Tribe's trust lands adjacent to lands owned by the Port of Tacoma, has caused the Tribe and the Port to reflect on their relationship and the ways that it might be strengthened.

To this end, the parties have been meeting for several months to share technical information, design plans, and permitting strategies, and to discuss numerous other issues of mutual concern, and have entered into a Memorandum of Intent effective February 14, 2008 regarding certain land transactions, waterway widening agreement, lease and operating agreements, and cooperation agreements contemplated between them. The parties agree that this cooperation is extremely beneficial to all of them, and should continue and be strengthened in the future. Thus, the Puyallup Tribe of Indians, the Port of Tacoma, Marine View Ventures, Inc., and SSA Containers, Inc. have each determined that it is in the best interests of each and all of them to enter into this Cooperation Agreement.

1. **Mutual Support.** The intent of the Parties is that development of marine terminals on the Blair Waterway has significant benefits for the parties and the economy of the City of Tacoma, County of Pierce, and the State of Washington, and that the parties should cooperate with each other to accomplish this goal. To this end, SSA, the Tribe, MVV and the Port will actively and positively support each other's terminal developments on the Blair Waterway; subject to further explication by the parties, the intent of this provision is that, subject to the qualifications later in this subsection (1),

anything that a party publishes or communicates to a third party on the subject will be in support of the project and will refrain from opposing or criticizing the project. This includes, but is not limited to Berths One through Four being developed for use by SSA and its customers, and the YTTI and East Blair One (former Kaiser facility) terminals being developed by the Port, including but not limited to the Port's goal to open the YTTI terminal for operations by July 2012. In addition, and without limiting the foregoing, the Tribe, MVV and SSA specifically agree that they will not individually or collectively or through any other person seek to or acquire any real property in the footprint of the YTTI terminal or areas for infrastructure that supports terminals on the Blair Peninsula, as shown on Exhibit A. Notwithstanding the foregoing, the parties acknowledge that the Tribe has a vital interest in the health and restoration of the fishery resource, including but not limited to the Tribe's role as a natural resource damage Trustee under CERCLA, and agree that nothing in this Memorandum shall be interpreted to limit the Tribe's discretion when commenting on the impact a project will have on the fishery resource or habitat, including but not limited to actions taken in its role as an NRD Trustee. Nothing in this paragraph shall be construed to limit any party from negotiating with, or entering into agreements with, any third party concerning the ownership or use of such party's facilities. SSA and the Port of Tacoma as project proponents for their respective projects agree to not make any comments on permit-related issues that are adverse to each others' projects.

2. **Permitting and Development.** The Parties recognize that issues may arise in the permitting and development of those terminals and commit to developing a process for completely resolving disputes as they are identified (the process will include prompt informal discussion between the Parties, and mediation as necessary).

3. **Media Coordination.** SSA, the Tribe, MVV and the Port agree to publicly and jointly announce their agreement to cooperate and mutual support of each others' terminal developments.

4. **Technical Information Sharing.** SSA and the Port agree to share engineering and design plans and other information necessary to avoid future conflicts, optimize transportation and infrastructure development, and create efficiencies for the terminals, and SSA will rely on this agreement to obtain such information and shall not make requests for such information under federal or state laws relating to freedom of information or public records unless the Port fails to provide information as required by this agreement.

5. **Project Coordination.** SSA and the Port agree to meet to plan how each party will achieve their permitting goals. SSA and the Port agree to cooperate to assist each other in achieving their individual goals. It is agreed that each of their engineering and permitting teams will meet to share information and will look for opportunities to assist each other in moving their respective projects forward. The Port and SSA each recognize that these plans will change as circumstances dictate, and agree to meet on a regular basis throughout the projects' planning process.

6. **Intermodal Service.** Intermodal service is critical to both projects, and SSA, the Tribe, MVV and the Port agree to meet and discuss how the parties will handle their intermodal requirements. It is SSA's intention to negotiate with the Port, and one or more of the Class 1 railroads, to determine the preferred solution for intermodal service. The three primary intermodal yards that currently seem to provide the best options for intermodal solutions include conversion of the BNSF Log Yard to intermodal loading capacity; Negotiating a Use Agreement for the Port of Tacoma South Intermodal Yard; and Negotiating a Use Agreement or Investment Agreement in the proposed Taylor Avenue Intermodal Yard. SSA may end up with agreements or capacity allocations at all three locations, and agrees to work with the Port of Tacoma to ensure that the overall capacity for intermodal service serving the Port of Tacoma complex is increased. All parties agree that an efficient and reliable intermodal rail system within the Tacoma tideflats is a critical competitive issue for all terminal operators at the port. To that end, the Port and SSA will work together to maximize the efficiency of the intermodal system. It is in both SSA's and the Port's interest to increase the overall capacity of the system serving the terminals.

7. **Road Infrastructure.** Road Infrastructure will need various improvements and capacity expansion as volumes increase with the new terminal development. The parties agree that it is important to all the parties that access to the Blair Peninsula is maintained or improved over time, and that infrastructure improvements can be beneficial to all parties. To that end, the Port and SSA will work together to maximize the efficiency of the infrastructure system. All parties agree to cooperate to access and leverage available public/private funding sources to be used to develop additional infrastructure to support the terminal operations and increase the economic development on the Blair Peninsula. The parties agree to negotiate in good faith to determine the contributions that each party would provide to help fund the basic infrastructure. Contribution amounts negotiated would be generally based on the incremental increases (over an agreed upon baseline amount) in traffic generated by the respective parties. Unilateral decisions by either party to invest in infrastructure will not compel the other parties' investment.

8. **Future Cooperation.** The parties agree that, as neighbors on the Blair Waterway, numerous opportunities for cooperation and coordination may arise in the future, including but not limited to performing a cutback that achieves a contiguous berth at the north end of the Tribe's Blair Waterway property. The parties agree to meet as necessary or desirable to explore such opportunities, and agree that, if they choose to pursue such opportunities, they will consider additional exchanges of value, such as leases and/or land exchanges as appropriate.

9. **Waiver of Sovereign Immunity.** The Tribe hereby enters into a limited waiver of its sovereign immunity from suit for the purpose, and only for the purpose, of allowing the other parties to this Agreement to seek enforcement of the Tribe's responsibilities and obligations created by this Agreement. This waiver is effective only as to an action brought by the other parties to this Agreement, only in Pierce County Superior Court and in the appellate courts of the State of Washington (and

mediation or arbitration in Pierce County to the extent agreed to by the Tribe), and only for the relief of (a) specific performance of the Tribe's responsibilities and obligations created by this Agreement, including its financial obligations, and/or (b) declaratory judgment determining and declaring the parties' responsibilities and obligations under this Agreement, and/or (c) enforcement of any order or judgment regarding any of the above. This limited waiver of the Tribe's sovereign immunity from suit shall expire upon the completion of the parties' responsibilities and obligations created by this Agreement.

IN WITNESS WHEREOF, the parties by their signatures below confirm the mutual agreements set forth in this Agreement.

THE PORT OF TACOMA

By: *Ronald Mangano*
Title: *President Port of Tacoma*
Date: *4-22-08*

THE PORT OF TACOMA

By: *Paula Nell*
Title: *Executive Director*
Date: *4/22/08*

PUYALLUP TRIBE OF INDIANS

By: *Thomas Dillard*
Title: *Chairman*
Date: *7/22/08*

MARINE VIEW VENTURES, INC.

By: *CB*
Title: *CEO*
Date: *Apr. 22nd 2008*

JUDITH L. DOREMUS
Notary Public - State of Washington
My Appointment Expires
January 22, 2012

SSA CONTAINERS, INC.

By: *Kyle B. Lewis*
Title: *VP - General Counsel*
Date: *4/22/08*



