

**MEMORANDUM OF INTENT REGARDING
ALEXANDER AVENUE VACATION**

The purpose of this Memorandum of Intent (this "**Memorandum**") is to set forth certain nonbinding understandings and certain binding agreements among SSA Containers ("SSA"), the Puyallup Tribe of Indians, a federally-recognized Indian tribe ("Tribe"), Marine View Ventures, Inc. ("MVV"), a tribal corporation created by the Tribe, and the Port of Tacoma (the "Port"), collectively the "Parties", with respect to the joint petition of the Tribe and the Port to vacate the right of way at Alexander Avenue: Lincoln Avenue to the Northern Limit of previously vacated Alexander Avenue, Tacoma, Washington (the "Petition to Vacate").

I. NONBINDING PROVISIONS

The following numbered paragraphs of this Memorandum (collectively, the "**Nonbinding Provisions**") reflect the basic structure of the proposed transaction, but each party acknowledges that the Nonbinding Provisions are not intended to create or constitute any legally binding obligation between or among SSA, the Tribe, MVV or the Port, and none of them shall have any liability to the other with respect to the Nonbinding Provisions unless or until a fully integrated definitive agreement (the "**Definitive Agreement**"), and other related documents, are prepared, authorized, executed and delivered by and between the parties. If the Definitive Agreement is not prepared, authorized, executed or delivered for any reason, no party to this Memorandum shall have any liability to any other party to this Memorandum based upon, arising from, or relating to the Nonbinding Provisions.

1. Service Provider Facilities. The Parties intend that there shall be an equitable cost sharing to protect existing utility service lines from damage due to the use of the property in the easements in which the service lines are located, relocation costs of the lines if there is not adequate protection that can be engineered in place, and regulated costs of workarounds during terminal construction to ensure continuous provision of utility service is maintained. Specifically, the Parties intend and agree that: 1) such costs will be apportioned based on the aggregate linear feet of frontage each party owns adjacent to Alexander Avenue, 2) if either Party prevails in receiving compensation from any third party or receives improvements at a reduced cost, said party shall receive full credit when calculating the cost share and 3) that the Party initiating the development that triggers the costs will pay all costs subject to a right to be reimbursed by any and all Parties at the time such other Parties begin subsequent development (the "Latecomers"); provided, however, that the parties intend to promptly initiate discussions to determine whether a more equitable apportionment of costs may be achieved and, if they agree on such an alternative, may substitute such alternative apportionment at a later date.

2. Rail Service. The Parties intend and agree that there shall be an equitable cost sharing to provide for an construct loading/unloading of cargo on their respective properties. Specifically, the Parties intend and agree that: 1) such costs will be apportioned based on the aggregate linear feet of frontage each party owns adjacent to Alexander Avenue, 2) if either Party prevails in receiving compensation from any third party or receives improvements at a reduced cost, said party shall receive full credit when calculating the cost share and 3) that the Party initiating the development that triggers the costs will pay all costs subject to a right to be

reimbursed by any and all Parties at the time such other Parties begin subsequent development (the "Latecomers"); provided, however, that the parties intend to promptly initiate discussions to determine whether a more equitable apportionment of costs may be achieved and, if they agree on such an alternative, may substitute such alternative apportionment at a later date.

3. Timing. The parties intend that a Definitive Agreement will be completed within six (6) months after the execution of this Agreement by all Parties.

II. BINDING PROVISIONS

Upon execution by the parties of this Memorandum or counterparts thereof, the following lettered paragraphs of this Memorandum (collectively, the "**Binding Provisions**") will constitute the legally binding and enforceable agreement of the Parties (in recognition of the significant costs to be borne by the Parties in pursuing this proposed transaction and further, in consideration of their mutual undertakings as to the matters described herein).

A. Cooperation among Parties.

Until ten (10) days after the Tribe, MVV or SSA notifies the Port, or vice versa, that negotiations for a Definitive Agreement are being terminated, or if a Definitive Agreement is entered into then until one (1) year after the expiration or earlier termination of the Definitive Agreement between the Parties, the Parties agree as follows: The intent of the Parties is that the Joint Petition to Vacate will benefit all Parties in the development of marine terminals on the Blair Waterway. To this end, the Parties will actively and positively support the Joint Petition to Vacate. Notwithstanding the foregoing, the Parties acknowledge that the Tribe has a vital interest in the health and restoration of the fishery resource, including 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 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 other's projects.

B. Costs

Except as expressly provided in the Binding Provisions, the Port, the Tribe, MVV and SSA shall each be responsible for and bear all its own costs and expenses (including any broker's or finder's fees) incurred at any time in connection with pursuing or consummating the Petition to Vacate.

C. Entire Agreement; Amendment

The Binding Provisions constitute the entire binding agreement between the parties, and supersede all prior oral or written agreements, understandings, representations and warranties, and courses of conduct and dealing between the parties on the subject matter hereof; provided that this agreement does not amend or supersede the terms of the Petition to Vacate; and, provided further that this agreement does not amend or supersede any written agreement between

MVV and SSA. Except as otherwise provided herein, the Binding Provisions may be amended or modified only by a writing executed by the parties to be bound by such modifications.

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

THE PORT OF TACOMA

By: [Signature]

Title: _____

Date: _____

PUYALLUP TRIBE OF INDIANS

By: [Signature]

Title: Chairman

Date: 6/24/11

MARINE VIEW VENTURES, INC.

By: [Signature]

Title: CEO

Date: 6-29-11

SSA CONTAINERS

By: [Signature]

Title: VP Business Development

Date: 9-26-11