

**SECOND AMENDMENT TO CRANE AGREEMENT  
BETWEEN  
PORT OF SEATTLE AND SSA TERMINALS, LLC. AND SSA CONTAINERS, INC.  
TERMINAL 18**

This Second Amendment to Crane Agreement (“Amendment”) is dated \_\_\_\_\_ . The parties to this Amendment are the Port of Seattle, a Washington municipal corporation (“Port”); SSA Terminals, LLC, a Delaware limited liability company (“SSAT”) and SSA Containers, Inc. (formerly named Stevedoring Services of America, Inc.) (“SSA”), a Washington corporation (“SSA” and together with “SSAT,” hereinafter called the “Lessee”).

**RECITALS**

A. The Port and Lessee entered into a Crane Agreement dated October 28, 1999 (“Crane Agreement”). This Crane Agreement described the arrangements between the parties regarding the Cranes (as defined in the Crane Agreement).

B. The parties entered into an Assignment and Assumption of Crane Maintenance Responsibility under the Terminal 18 Crane Agreement, dated October 11, 2001, where the Port assigned, and Lessee assumed, all responsibility for maintenance of the Cranes together with all appurtenances, including the Cranes power delivery system and all lifting beams.

C. The parties entered into a First Amendment dated October 23, 2007, amending certain portions of the Crane Agreement to describe the parties’ rights with respect to existing and new Cranes at the Site.

D. The parties wish to further amend certain portions of the Crane Agreement to describe additional agreement modifications relating to crane minimum hours and the purchase of factory new Cranes at the Site.

In consideration of their mutual covenants, the Port and Lessee therefore agree as follows:

1. Capitalized terms used but not otherwise defined in this Amendment are defined in the Crane Agreement and Appendix A to the Terminal 18 Lease.

2. The parties acknowledge that the Port has removed Crane 36 and that Lessee has removed cranes 5, 6 and 7 from the Site and are no longer considered Cranes. The seven (7) Cranes currently on the Site are Port-owned Cranes 51, 52, 53, 70, 71, 72 and Lessee-owned Crane 8.

3. Section 2.5 and Section 4 of the Crane Agreement are deleted in their entirety.

4. Section 5 of Crane Agreement is deleted in its entirety and replaced with the following:

“5. Lessee will install, at its sole cost, factory new container cranes at the Site which will replace Cranes 51, 52 and 53. The first three factory new container cranes Lessee installs and makes operational at the Site will be designated as the “2011 Phase 1 Cranes.” Lessee may also install, at its sole cost, three additional factory new container cranes (“2011 Phase 2 Cranes”) at the Site that will replace Cranes 70, 71 and 72. The Port hereby approves the addition of the 2011 Phase 1 Cranes and the 2011 Phase 2 Cranes to the Site in accordance with the terms of this Crane Agreement.

Lessee will install at its sole cost and expense all necessary non-structural modifications to the southern 2000 lineal feet of container apron dock to allow for cable reel cranes to use that area. Neither the Port nor Lessee shall be responsible for making structural improvements to accommodate cable reel cranes in the southern 2000 lineal feet container apron area. Any modifications to accommodate the Lessee-installed cranes, or other changes to the facility, must be reviewed and approved by the Port in accordance with Section 6.1 of the Terminal 18 Lease to ensure compatibility with the existing structure and that they will comply with the terms of the Terminal 18 Lease.

When each of the 2011 Phase 1 Cranes and 2011 Phase 2 Cranes are installed and operational as confirmed by proper permit and certification for operation by applicable governing agencies, Lessee agrees that each of the factory new cranes will be deemed a “Crane” under the terms of this Crane Agreement for a total of seven (7) Lessee owned cranes at the Site. Lessee agrees to comply with all the provisions of the Crane Agreement for the removal or substitution of a Crane.

Any container cranes owned by the Lessee shall not be subject to this Agreement except as set forth in Sections 2,3,7,9 (See Assignment and Assumption of Crane Maintenance Responsibility Agreement) and 14 and this Section 5.”

5. Section 6 of the Crane Agreement is deleted in its entirety and replaced by the following:

“6. The Port will charge fees for the Port-owned Cranes’ use based on Port tariff. Lessee’s fees will be reduced based on certain break points described below. Effective January 1, 2011, Lessee will pay a minimum annual guaranteed rental charge in an amount based upon a cumulative average of 1,250 hours per Port-owned Crane. Effective January 1, 2011 the crane minimum annual guaranteed rental charge shall be 3 cranes at 1,250 hours per

crane (total of 3,750 hours). This charge will apply to Cranes 70, 71 and 72 as follows:

First 2001 hours of usage	100% of Port Tariff
Next 999 hours of usage	50% of Port Tariff
Hours in excess of 3,000 of usage	25% of Port Tariff

The Port will charge the Lessee full Port tariff at all times for Cranes 51, 52, and 53. The Port will not count hours of use of such container cranes by the Lessee toward the minimum annual guarantee.

The Port will relieve Lessee of the crane minimum annual guarantee rental charge if the Site's container volumes fall below 250,000 calendar year lifts. A "lift" means a container that is lifted by a container crane either on or off a vessel or barge, whether or not it is empty or loaded. If volumes are over 250,000 lifts, then the schedule of minimums and breakpoints described above for Cranes 70, 71 and 72 will remain in effect.

There is no minimum annual guaranteed rental charge for Cranes 51, 52 and 53. Lessee's use of Cranes 51, 52 and 53 would be at the full Port tariff rate for crane use.

Once Lessee installs and makes operational all three of the 2011 Phase 2 Cranes as confirmed by proper permit and certification for operation by applicable governing agencies, Cranes 70, 71 and 72 will no longer be subject to the crane minimum annual guarantee. However, in no event, other than terminal volumes below 250,000 annual lifts, will the minimum annual guarantee rental charge for Cranes 70, 71 and 72 cease prior to January 1, 2016, even if the parties agree to removal of these cranes prior to this date.

The Port will have no obligation under the Crane Agreement to replace or upgrade Cranes 51, 52, 53, 70, 71 and 72 or to supply additional cranes to the Site.

Upon Lessee's prior written request, the Port will remove Cranes 51, 52, 53, 70, 71 and 72 in a reasonable time (not to exceed 24 months) after the respective 2011 Phase 1 Cranes and 2011 Phase 2 Cranes are operational. However, the Port shall not be required to remove Cranes 70, 71 and 72 prior to December 31, 2018. Any use of Cranes 70, 71 and 72 following installation of the 2011 Phase 2 Cranes, as described above, and after January 1, 2016, will be at full tariff rate for Crane use.

In lieu of removal of Cranes 51, 52, 53, 70, 71 and 72, Lessee may request any or all of these cranes be left on the terminal as full tariff cranes with no minimum annual guarantee rental charge.

6. No modification or amendment to this Agreement shall be valid or effective unless evidenced by an agreement in writing signed by the Port, the Lessee, and the Bond Insurer.

PORT OF SEATTLE

By \_\_\_\_\_  
Its Chief Executive Officer

SSA TERMINALS, LLC

By \_\_\_\_\_  
Its Senior Vice President

SSA CONTAINERS, INC.

By \_\_\_\_\_  
Its President

Draft

**(ACKNOWLEDGMENT FOR THE PORT OF SEATTLE)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared **Tay Yoshitani**, to me known to be the **Chief Executive Office** of the PORT OF SEATTLE, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year in this Certificate first above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_.  
My appointment expires \_\_\_\_\_.

**(ACKNOWLEDGMENT FOR SSA TERMINALS, LLC)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ President and the \_\_\_\_\_ Secretary, respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
residing at \_\_\_\_\_. My appointment  
expires \_\_\_\_\_.

**(ACKNOWLEDGMENT FOR SSA CONTAINERS, INC.)**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the \_\_\_\_\_ President and the \_\_\_\_\_ Secretary, respectively of the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
\_\_\_\_\_, residing at \_\_\_\_\_. My appointment  
expires \_\_\_\_\_.