

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

This Third Amendment to Crane Agreement (“Amendment”) is dated January 12, 2015. 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 entered into a Second Amendment dated September 28, 2011 to further amend certain sections of the Crane Agreement to describe additional agreement modifications relating to crane minimum hours and Lessee’s purchase of factory-new Cranes at the Site.

E. The parties hereto now wish to further amend certain sections of the Crane Agreement to document the sale of certain Port-owned Cranes to Lessee and to eliminate all minimums associated with certain Port-owned Cranes;

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 Lessee installed factory-new container cranes at the Site designated as the “2011 Phase 1 Cranes” and “2011 Phase 2 Cranes.” The thirteen (13) Cranes currently on the Site are Port-owned Cranes 51, 52, 53, 70, 71, and 72 and Lessee-owned Cranes 8, 9, 10, 11, 12, 13, and 14.
3. Section 2 (as previously amended by the Second Amendment) of the Crane Agreement is deleted in its entirety and replaced by the following:

“2. The Port will sell to Lessee the three (3) MHI cranes 70, 71, and 72 (“MHI Cranes”) currently operating at Terminal 18 for ONE DOLLAR AND NO/100 DOLLARS (\$1.00). The sale of the cranes will include all related spare parts in the Port’s possession, including, but not limited to, replacement gearboxes.

The Port and Lessee will each be responsible for paying 50% of the sales tax associated with the sale of the cranes. The parties will execute an agreement to sell the MHI Cranes to Lessee after the Port has completed its statutory requirements to sell the cranes. The parties agree that effective January 1, 2014 there will be no minimum annual rent guarantee rental charge for the MHI Cranes and Lessee will not pay crane rental fees (except for any payment of any applicable state sales/use tax associated with the use of the MHI Cranes) as set forth in the Port’s terminals tariff for use of the MHI Cranes being sold to Lessee. The Port’s terminals tariff crane rent is not applicable to any cranes transferred from the Port to Lessee or cranes owned by Lessee on the Premises during the Terminal 18 Lease term.

Lessee agrees that once the three (3) MHI Cranes are transferred from the Port to Lessee, each of these cranes will be deemed a “Crane” under the terms of this Crane Agreement for a total of ten (10) Lessee-owned Cranes at the Site.

4. Section 6 (as previously amended by the Second Amendment) of the Crane Agreement is deleted in its entirety, and replaced by the following:

“6. As of January 1, 2014, the Lessee shall have the free use of and shall not be responsible for payment of that portion of the Port’s terminals tariff for container cranes attributable to crane rent for Cranes 51, 52, and 53 (“IHI Cranes”). However, Lessee shall be responsible for payment of any applicable state sales/use tax associated with the use of the IHI Cranes.

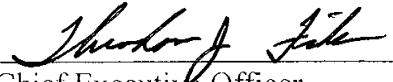
Lessee shall continue to be responsible for all maintenance and repair of the Port-owned Cranes on the Site in accordance with the Assignment and Assumption of Crane Maintenance Responsibility agreement.

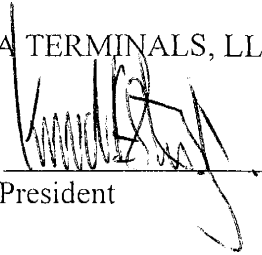
Upon Lessee’s prior written request, the Port will remove the IHI Cranes in a reasonable time, not to exceed twelve (12) months from the date of Lessee’s request to complete the removal, unless Lessee requests and agrees to an extension of time.”

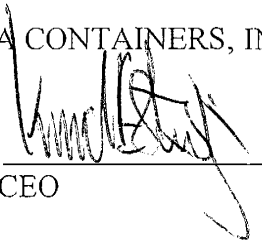
5. This Crane Agreement will automatically be terminated at the time that the MHI Cranes are transferred to Lessee and the IHI Cranes are removed from the Site.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the day and year first above written.

PORT OF SEATTLE

By   
Its Chief Executive Officer

SSA TERMINALS, LLC  
By   
Its President

SSA CONTAINERS, INC.  
By   
Its CEO

Notary to Third Amendment to SSAT/SSA Crane Agreement at Terminal 18.

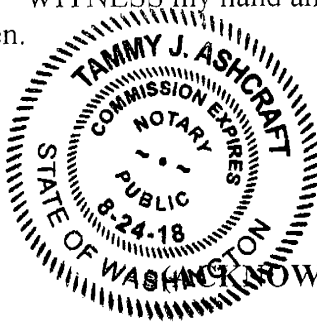
(ACKNOWLEDGMENT FOR THE PORT OF SEATTLE)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 12 day of January, 2015, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared ~~Fay 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.

Theodore J. Fick

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



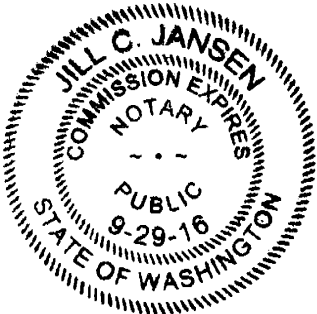
Tammy J. Ashcraft  
Notary Public in and for the State of Washington, residing at Seattle  
My appointment expires 8-24-18

(ACKNOWLEDGMENT FOR SSA TERMINALS, LLC)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF )

On this 9th day of January, 2015, before me, personally appeared Knud E. Stubkjaer and n/a, 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.



Jill C. Jansen  
Notary Public in and for the State of Washington, residing at 9-29-16  
My appointment expires Seattle

