

**ORIGINAL**

**FOURTH AMENDMENT TO LEASE  
BETWEEN  
PORT OF SEATTLE AND  
SSA TERMINALS, LLC, AND SSA CONTAINERS, INC.  
TERMINAL 18**

THIS FOURTH AMENDMENT TO LEASE made as of November 11, 2009, by and between the PORT OF SEATTLE, a Washington municipal corporation, hereinafter called "the Port," and 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 "Lessee").

**W I T N E S S E T H :**

WHEREAS, the parties entered into a sub-sublease agreement dated October 28, 1999, hereinafter called "Terminal 18 Lease," covering the Site and activities by Lessee at Terminal 18, Port of Seattle, Washington; and

WHEREAS, the parties entered into a First Amendment to the Terminal 18 Lease on August 21, 2001 to reduce the Site area, with a corresponding reduction in Rent; and

WHEREAS, the parties entered into a Second Amendment to the Terminal 18 Lease on August 30, 2007 so that the initial term of the Terminal 18 Lease will be co-terminus with the term of the lease agreement, dated July 8, 2005, between the Port and SSAT, as amended by the First Amendment to Lease (the "Terminal 25/30 Lease"); and

WHEREAS, the parties entered into a Third Amendment to the Terminal 18 Lease on \_\_\_\_\_ to revise the legal description of the Site area; to memorialize the GATX pipeline relocation; to address the applicability of the Drop Dead Date; to document the Port's commitment to undertake certain improvements at the Site; to clarify Lessee's maintenance obligations; and to update the Special Improvements rent schedule based on final accounting for certain Special Improvements; and

WHEREAS, the Port of Seattle Commission approved certain elements of a Customer Support Package for Container Terminal tenants for a twelve (12) month period. For Terminal 18 these elements include: crane rental rate reduction per Port Tariff No. 5, waiver of the Intermodal Yard lift fee related to on-dock rail operations at Terminal 18; and

WHEREAS, Lessee agrees to the environmental conditions referenced in the attached Exhibit I;

NOW THEREFORE, in consideration of their mutual promises, the parties hereby agree as follows:

1. Section 6.8, Environmental Matters, of the Terminal 18 Lease, is further amended by adding subparagraph (h):

(h) Throughout the term of this Terminal 18 Lease, Lessee agrees to the environmental conditions in attached Exhibit I, which is incorporated as part of this Terminal 18 Lease.

2. The Port will forego its portion of the Intermodal Yard Facility Charge assessed on each Intermodal Lift referenced in Section 4.2, "Basic Land Improvements Rent; IY Facilities Rent and IY Facility Charges," subsection (g), for a twelve (12) month period effective upon execution of this amendment.

3. The Port will implement the Crane Rental Reductions for the benefit of the Lessee as set forth in attached Exhibit J, which is incorporated as part of this Terminal 18 Lease.

4. The benefits to the Lessee extended under paragraphs 2 and 3 above shall be binding and affective on both Lessee and the Port upon the execution and delivery of this Amendment by all parties hereto, but shall be applied retroactively to the date that this Amendment is executed and delivered to the Port by the Lessee.

5. This lease is subject to the applicable provisions of the Shipping Act of 1984, the Shipping Act of 1916, the Ocean Shipping Reform Act of 1998 and their respective implementing regulations. No future amendment or modifications to this lease shall become effective until the appropriate procedures, if any, have been completed in accordance with the procedures of the appropriate federal agency that has jurisdiction.

6. Except as expressly amended herein, all provisions of the Terminal 18 Lease remain in full force and effect.

7. The Port hereby represents and warrants to Lessee that:

(a) This Fourth Amendment has been duly executed in accordance with the laws of Washington state and delivered by it and constitutes the legal, valid, enforceable and binding obligation of the Port.

(b) Except for the Credit Facility Issuer, the execution, delivery and performance of this Fourth Amendment does not require the consent of any third party.

(c) The provisions of this Fourth Amendment, including but not limited to Section II D. of Exhibit I ("Port Of Seattle Environmental Practices"), are enforceable against the Port. The Port, a Port District and municipal corporation, is not immune from enforcement of the indemnity provision set forth in Section II D. of Exhibit I, and will not assert the public duty doctrine or other immunity based on its status as a Port District, municipal corporation or public agency as a defense to Lessee's enforcement of the indemnity provision. The parties agree that the Port, in making the representations and warranties in this Section 7, will not be responsible for any additional liability beyond the liability it was assuming under the indemnity provision in Section II D of Exhibit I.

(d) With respect to the indemnity provisions in Section II D of Exhibit I, the Port owns and holds the Site (as defined in the Lease) in its proprietary capacity and has entered into this Fourth Amendment in its proprietary capacity. The Port maintains a Port Tariff (Marine Terminal Operator Schedule), as defined in the Shipping Act, 46 USC § 40501, in its proprietary capacity.

8. This Amendment is not effective until the Credit Facility Issuer has given its prior written approval.

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

PORT OF SEATTLE  
a municipal corporation

By *Linda Trout*  
*En:* Tay Yoshitani ~~President~~  
Chief Executive Officer  
LESSOR

SSA TERMINALS, LLC

By *[Signature]*  
COO LESSEE

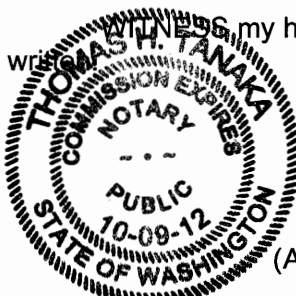
SSA CONTAINERS, INC.

By *[Signature]*  
President LESSEE

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 11th day of November, 2009, before me, the undersigned notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Linda Strout, to me known to be the Deputy CEO 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.

IN WITNESS WHEREOF I have hereunto set my hand and official seal hereto the day and year in this Certificate first above



Thomas H. Tanaka  
Notary Public in and for the State of  
Washington, residing at Bellevue.  
My appointment expires 10/9/12.

(ACKNOWLEDGMENT FOR SSA TERMINALS, LLC)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 13th day of October, 2009, before me, personally appeared Edward DeNike and Chief operating Officer ~~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.



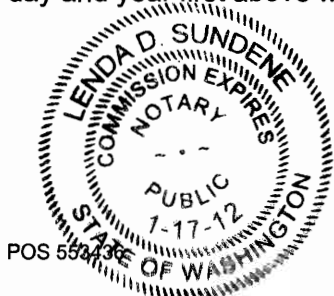
Lenda D. Sundene  
Notary Public in and for the State of  
Washington, residing at Issaquah.  
My appointment expires 1-17-12.

(ACKNOWLEDGMENT FOR SSA CONTAINERS, INC.)

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

On this 13th day of October, 2009, before me, personally appeared Edward DeNike and 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.



Lenda D. Sundene  
Notary Public in and for the State of  
Washington, residing at Issaquah.  
My appointment expires 1-17-12.

**EXHIBIT I  
PORT OF SEATTLE  
ENVIRONMENTAL PRACTICES**

**I. General**

- A. Lessee and the Port acknowledge the benefits resulting to the environment and to the parties from environmentally sound practices at the Site. The Port has a stated goal to be the cleanest, greenest, most energy efficient port in the country and Lessee has shown commitment to the environment by reducing emissions from diesel equipment and in other ways. The Port and Lessee hereby state their mutual intent to reasonably continue to cooperate on key environmental initiatives as described in this Exhibit.
- B. The parties agree to meet annually to review and discuss the operations and other activities at the Site, the parties' relevant experiences regarding environmental matters, any changes in applicable laws, any changes in applicable technologies, and new procedures and technologies available to reduce environmental impacts from operations at the Site.
- C. All capitalized terms not defined in this Exhibit are from the Lease and apply to this Exhibit.

**II. Cargo Handling Equipment and Drayage Truck Emission Control Standards**

- A. Lessee agrees to implement the following specific standards to reduce overall diesel emissions from terminal operations:
  - 1. Lessee will provide information to the Port for and participate in periodic reviews of the Northwest Ports Clean Air Strategy ("Strategy") and work with the Port to help develop plans to meet the goals of the Strategy.
  - 2. The Port agrees to participate in the implementation of the Strategy by providing assistance with signage, education, information systems, pursuing grants as they may be available, and other assistance as mutually agreed upon to help the industry reduce environmental impacts.
- B. Lessee agrees to implement the following emissions standards for cargo handling equipment by December 31, 2010: Use ultra-low sulfur diesel fuel of 15 parts per million of sulfur or lower, or alternate clean fuels such as biodiesel blend with equivalent sulfur levels, in all container yard equipment, and promote early implementation of these requirements between now and December 31, 2010. Exceptions will be allowed if there is no reasonable supply of these fuels, or if extreme low temperatures prohibit the use of these fuels. Alternatively, Lessee will meet the same emission goals by upgrading all terminal cargo handling equipment to meet Tier 2 emission standards as established by U.S. Environmental Protection Agency, or equivalent.
- C. Lessee agrees to reasonably implement the provisions of Port of Seattle Terminals Tariff No. 5, Section 9000, as promulgated on October 1, 2009, applicable to terminal operators.
- D. Any additional costs to implement the truck program, such as RFID tags, readers and data management, will be borne or guaranteed by the Port and not the terminal operators. The Port will defend, indemnify, and hold Lessee harmless against all claims arising from Lessee's enforcement of drayage truck access regulations established by the Port in its Port Tariff or Schedule, including but not limited to any enforcement or civil penalty action brought by a federal agency with jurisdiction over the Port's truck-related regulations. Provided, however, the Port has no obligation to

defend, indemnify, or hold Lessee harmless under this Exhibit to the extent Lessee's claims arise from Lessee's negligence, recklessness, or willful misconduct.

- E. Lessee will provide the Port with the following information on its cargo handling equipment:
1. A current inventory of all cargo handling equipment in use at the Site showing the equipment make and model, and any emission reduction or energy saving devices installed. Lessee also agrees to provide an updated inventory to the Port on an annual basis within sixty (60) days after the end of each calendar year of the lease term.
  2. Lessee, upon the Port's request, will provide fuel expenditure receipts for the prior year confirming the purchase/use of fuels that meet the standards as set out in this exhibit. Lessee will provide this information within sixty (60) days of the Port's request.
- F. Lessee agrees to post anti-idling signs and to develop and implement, as feasible and practicable, an anti-idling policy for all equipment on the Site. The Port and Lessee will mutually explore technical anti-idling solutions and funding

### **III. Clean Energy**

Lessee agrees to consider use of fuel saving equipment or other energy saving improvements where practical and feasible. Lessee agrees to cooperate with Port efforts to conduct energy audits when grants or other funding can be provided. Energy audits will be subject to advance Lessee approval and be carried out in a manner that does not disrupt the operation of the terminal. The Port and Lessee agree to work together to reach mutually acceptable approaches for implementation of energy conservation improvements such as improvements to container terminal lighting.

### **IV. Low Impact Development**

Lessees will consider adopting low impact practices including LEED Certification and sustainable building practices for all Lessee-directed improvements.

### **V. Water Quality Protection**

- A. Lessee acknowledges that the Site is subject to the requirements of the City of Seattle ("City") ordinance regarding stormwater drainage, source control, and other applicable City requirements as well as Washington State Department of Ecology ("Ecology") stormwater regulations and permits.
- B. Lessee and its customers agree to have an effective spill response plan in accordance with all state and federal regulations. Lessee will include the Seaport Environmental Incident Notification telephone number into their call list during any incident or event.
- C. In order to avoid exceeding zinc standards, or other metals, in storm water runoff, Lessee agrees that un-coated galvanized metals will not be used on new structure surfaces (e.g. roofs) exposed to natural elements. Lessee agrees that such metals will be factory-coated with baked-on enamel, or equivalent, protective coating.

### **VI. Environmental Stewardship**

- A. Lessee agrees to consider the use of renewable energy and electric powered equipment where practical and feasible.
- B. Lessee agrees to permit the Port access to the Site at any time upon reasonable request, for the purpose of conducting environmental testing,

monitoring, and or assessments at the Port's expense. Such activities shall be conducted shall be conducted in such a way that they do not interfere with normal terminal business activities. Testing, monitoring and assessment results and conclusions shall be shared with the Tenant.

- C. If any areas within the Site are Environmental Protection Agency (EPA) long-term monitoring sites, the Port agrees to clearly define such areas, and Lessee agrees to provide access for investigation and monitoring upon proper notification and request.
- D. In accordance with pertinent regulatory requirements, Lessee agrees to provide recycling facilities and to implement reasonable hazardous material management practices.

EXHIBIT J

SECTION SIX, PART 1 – EQUIPMENT RENTAL AND LABOR RATES  
Equipment Rental Conditions and Rates

ITEM 6000  
EQUIPMENT RENTAL CONDITIONS

(G) CRANE RENTAL REDUCTION ON PORT OWNED CRANES

The crane hourly rate reduction applies only to tenants who are participants in the Customer Support Package approved by the Port Commission on April 14, 2009. The reduction in rates described in this item shall apply to applicable container terminal tenants for a 12-month period commencing the first full month after execution of the required lease amendment implementing the Customer Support Package. Once the 12-month period ends, the rate will automatically revert to the current Port tariff rate in effect.

- (A) A 25% reduction on the Rate per Hour will apply for each container terminal for a 12-month period.
- (B) A 50% reduction on the Rate per Hour will apply once a container terminal has reached its previous 12-month volumes (from the time the Customer Support lease amendment is in effect), defined as paying the same revenues (prior to the 25% reduction) as the previous 12-months for crane rental.

ITEM 6000  
EQUIPMENT RENTAL RATES

Type

Equipment performing a specific customized service not otherwise provided in normal Port activities will be subject to quotation

Rate per Hour  
Except as Noted

CRANES, FULLY AUTOMATED WITH LIFTING BEAMS:

Bridge-type container crane, with 20-ft thru 40-ft variable lifting beam, rates do not include fuel or power, (see Item 6020, or maintenance labor.

Subject to Note ..... \$647.00

Note 1: Crane rental time will be computed and charged as provided in Item 6000(B).

Note 2: Crane rental rate per hour will be charged as provided in Item 6000 (G).