

## EXHIBIT D - TENANT DUTIES AND RESPONSIBILITIES

The Tenant shall use the Terminal for the purposes approved by the Port and the relevant authorities only and shall not use the Terminal for any other purpose without the prior written consent of the Port. Without prejudice to the foregoing, the following is a general description of the intended use of the Terminal:

- (1) The primary function of the Terminal is to serve as an international cruise terminal, which may include:
  - a. The handling, accommodation, and provisioning of international cruise passenger ships; and
  - b. The handling, accommodation and servicing of passengers and associated cargo, and other activity incidental to such operations.

### **Duties, Responsibilities, and Scope of the Tenant**

The Tenant shall provide and perform the following scope of services for the Terminal as outlined below. Key services include, but are not limited to, passenger handling, baggage operations, facility maintenance, traffic circulation, and customer service. This is not an all-exhaustive list, but rather generally describes the major functions of the Tenant. The Tenant however will be responsible for all other functions necessary for the operations of the Terminal that may not be described below but become necessary to achieve the objectives of this RFP.

#### **I. GENERAL TERMINAL MANAGEMENT**

- (1) The Tenant shall manage and operate the Terminal in a manner to meet the objectives of making it and maintaining it as a world-class standard infrastructure with efficient, secure, and user-friendly facilities to meet the needs of its customers, including cruise lines and cruise passengers.
- (2) Except for such equipment relating to the functioning of the Terminal owned and furnished by the Port, the Tenant shall provide equipment, materials, and labor necessary to manage, operate, facilitate, and oversee all activities for the performance of the Terminal's functions. The Tenant shall pay for and either lease or purchase the equipment whichever the Tenant feels is most advantageous.
- (3) The Tenant shall work with the Port to develop and implement programs to continuously review the performance of its services and activities within the Terminal including stevedoring services, berthing services, passenger services, security services, ground transportation services, tenant relations and terminal facilities administration, where applicable. This effort includes organizing and coordinating meetings of stakeholders of the Terminal to ascertain their concerns and objectives.
- (4) The Tenant shall coordinate and administer all licenses and concessions granted in respect of premises within the Terminal to third parties (which have been approved in writing by the Port) and shall communicate with all third-party tenants, licensees, and concessionaires to address any concerns or requests.

## II. GENERAL TERMINAL OPERATIONS

- (1) The Terminal shall be open at such times as required to handle, accommodate and supply the vessels which berth at the Terminal.
- (2) The Tenant shall conduct its operations in an orderly and proper manner, as not to annoy, disturb or be offensive to others near or at the Terminal including nearby neighborhoods. The Tenant shall work with the Port to correct any issues and remove the cause of any objection due to lighting, noise, and traffic impacts. The Tenant shall correct any issues and remove the cause of any objection due to the demeanor, conduct or appearance of any of the employees of the Tenant or of any other party who is at the Terminal with the consent of the Tenant.
- (3) The Tenant shall promptly remove from the Terminal all garbage, debris, and other waste materials whether solid or liquid arising out of its operations hereunder. Any such material which may be temporarily stored shall be kept in receptacles, designed, and constructed to contain the waste material safely. The said receptacles shall be provided and maintained by the Tenant and shall be kept covered except when being filled or emptied. The Tenant shall use extreme care when effecting removal of all such material and shall in no event make use of any facility or equipment of the Port for the removal of such material except with the prior consent of the Port. These activities shall be done in accordance with the Best Management Practices.
- (4) The Tenant shall not cause or permit to be caused or produced upon the Terminal, to permeate the same or to emanate therefrom, any unusual, noxious, or objectionable smokes, gases, vapors, or odors.
- (5) The Tenant shall not overload any floor, roof, land surface, bulkhead, pavement, landing, pier, or wharf at the Terminal and shall repair, replace, or rebuild any such, including but not limited to structural members, damaged by overloading.
- (6) The Tenant shall not do or permit to be done any act or thing at the Terminal which:
  - a. will invalidate or contravene any insurance policies covering the Terminal, or any part thereof; and/or
  - b. in the opinion of the Port, may constitute an extra-hazardous condition, so as to increase the risks normally attendant upon the operations permitted by this Lease.
- (7) The Tenant shall promptly raise and remove or cause to be raised and removed all objects of any kind, including vessels or other floating structures and equipment which shall have sunk, settled, or become partially or wholly submerged within the Pier 91 berths. If such object was sunk because of an action by the Tenant, the Tenant shall pay for such removal or corrective action. If the occurrence is because of an action not under the control of the Tenant, the Port will pay for the removal.
- (8) The Tenant or its employees, or employees of other companies under the supervision of the Tenant shall not throw, discharge, or deposit or permit to be thrown, discharged, or deposited any cargo, refuse, ashes, or any material whatsoever, into or upon the waters of or about the Terminal.

- (9) The Tenant is to ensure that all used waste discharge from the vessels calling at the Terminal are discharged, collected, and disposed in an appropriate manner and in accordance with Ecology regulations.
- (10) The Tenant shall set up an Operations Center for the primary function of the Terminal which will be equipped with communications via telephone, radio, and internet to provide access, coordination and reporting for all operations, security, emergencies, and communications. The Operations Center may also be linked with the security control center if approved within the Security Plan. The Operations Center shall be open throughout the operating hours of the Terminal when cruise operations are in progress. At all other times, the Tenant must assign a designated duty manager/ personnel to be contactable 24 hours a day and 365 days a year for issues related to the Terminal.
- (11) The Tenant shall maintain coordination and liaison with the Port and any other relevant third party appointed by the Port, reporting promptly all pertinent information affecting the functioning of the Terminal.

### III. PLANS AND PROCEDURES FOR PASSENGER SERVICES

- (1) The Tenant and any companies providing ground handling services shall develop and implement all plans and procedures to be adopted in respect of the efficient transit of passengers from and to ships berthed at the Terminal. Such plans shall be shared with the port and communicated to others as appropriate.
- (2) The Tenant shall maintain all way-finding signage and pavement striping inside and within the leased areas of the Terminal.

### IV. REPORTING AND RECORDKEEPING

- (1) Throughout the year, as requested by the Port, the Tenant is to submit the projected cruise passenger throughput, schedule of cruise ship calls, and berth requests for the following Year including vessel arrival and departure time. The Tenant shall strive to show the calendars days that might be reserved for terminal maintenance or refurbishment.
- (2) By August 01 of each year (with an initial draft no later than July 01), the Tenant is to submit to the Port an annual plan for the Premises for the following calendar year. The annual plan must provide reasonable estimates of Revenue of Consequence. The annual plan will also include a narrative description of the proposed operations and security program. The annual plan will be Tenant's best estimate of operations for the following calendar year and the parties recognize that actual results may vary from the annual plan.
- (3) By November 15<sup>th</sup> of each year the Tenant is to submit to the Port the following:
  - a. A business plan and marketing strategy to achieve the targeted cruise traffic.
  - b. A description, budget and schedule of any, maintenance and repairs or replacements the Tenant proposes be made to the Terminal or to any equipment used in the operation of the Terminal to be paid by the Tenant.
  - c. A description, budget and schedule or any alterations of improvements the Tenant proposed to be made to the Terminal to be paid by the Tenant.

- d. A proposal to the Port for major maintenance or capital requirements to be paid by the Port.
  - e. Any other matter or item requiring the attention of the Port, including those which may not directly concern the Terminal.
- (4) Before the 2nd week of each month, the Tenant shall provide to the Port a monthly written report on the number of cruise ship calls and cruise passenger throughput statistics.
- (5) The Tenant shall maintain accurate books and records of accounts (including all source documents necessary to support financial statements and associated supporting schedules) detailing all charges, services and facilities fees, passenger fees, terminal incidents, and other reports and records as required by the Lease.
- (6) The Tenant shall make such books, records, and reports available to the Port or its designee/s for inspection and audit as required by the Lease.
- (7) To foster business relations and ultimately the operations of the Terminal, effective and timely communication between the Tenant, the Port and among all stakeholders is important. To facilitate communication the Tenant should create a communications plan that provides for effective communication flows and will endeavor to disseminate messages to all stakeholders in a timely and accurate manner. As examples of good industry practices the following are some important meetings and tools to be included in such a plan:
  - a. A formal pre-season meeting each year, in partnership with the Port, with attendance open to the management of all the Terminal stakeholders, including cruise lines, shore operations agents, stevedores, ship agents, relevant government agencies including but not limited to the US Coast Guard, USCBP, Seattle Fire Department, Washington Department of Ecology, ground transportation providers and security staff. The purpose of the meeting is to introduce any changes to terminal procedures or processes, present planning, and strategic issues, and to provide a forum for stakeholders to discuss any changes to their own operations that may impact the operations of other stakeholders.
  - b. The Tenant should host internal safety and security committee meeting(s) as required in the Security Plan.
  - c. Vessel Scheduling. The Tenant shall be responsible for the effective scheduling of vessels arrivals, departures, and operations to maximize its use for its primary function as an international cruise ship terminal. The Tenant shall effectively schedule vessel arrivals, departures, and operations to not only maximize the Terminal's primary function as a cruise terminal but also align with the Port's overall policies, i.e., the requirement that 100% of homeporting cruise ships be shore power capable and use shore power by 2027.
- (8) The Tenant will process all berth applications to determine berth allocation. The Port will be responsible for approving all homeport cruise ship applications and subject to the Port's berthing policy, Tenant shall be responsible for approving all port-of-call cruise ship applications. Berth allocation should explicitly include:
  - a. A method of prioritizing the berth allocation, which may include the following factors:

- i. Ship type
    - ii. Nature of ship calls
    - iii. Ship size
    - iv. Passenger volumes, dates, and number of calls
    - v. Shore power capability and location of shore power connection points
    - vi. Preferential Leases
  - b. Timeline and process workflow for berth allocation exercise from application to confirmation.
  - c. Communication protocol with customers.
  - d. Conflict resolution methodology in the event of unavailability of berth and/ or rejection of application.
- (9) The Tenant shall endeavor to accommodate the berth applications at the Terminal or other appropriate facilities where possible. All homeport berth assignments and conflict resolution issues are subject to the approval of the Port. The Port is to be notified immediately upon identifying conflicts and the Tenant shall inform the Port of the outcome of the berth allocation exercise and the berth applications which are turned down (if any) after best endeavors have been made and before the outcome is announced to the applicants. The Port reserves the right to be the final arbiter of the final decisions.
- (10) Where appropriate, the Tenant should investigate the use of online systems in its berth application management system.
- (11) The Tenant shall coordinate arrivals and departures of passenger vessels with the US Coast Guard, USCBP and other stakeholders to facilitate their resource planning, especially if there are concurrent arrivals and departures of passenger vessels.
- (12) The Tenant may NOT enter into preferential berth agreements with cruise lines.

#### V. CLEANING AND JANITORIAL

- (1) The Tenant shall maintain the Terminal, including the Terminal building, all aprons, storage and cargo areas, gangways, baggage rooms, escalators, passenger concourses, fixed conveyors, elevators, employee spaces and parking areas, clean, tidy and uncluttered and promptly remove debris and waste material from these areas to the satisfaction of the Port.
- (2) The Tenant shall undertake all necessary cleaning of the Terminal, including all the furniture, fixtures and equipment located therein. The Tenant may appoint a professional cleaning contractor(s) for the Terminal and shall ensure that the Terminals are maintained in a clean and sanitary condition at all times.
- (3) The Tenant shall ensure that the Terminal and the facilities therein are clean and in proper working condition before any ship arrival. All bathrooms and public spaces must be regularly cleaned and checked at such intervals as may be necessary to ensure the continued cleanliness of such spaces at all times.

- (4) The Tenant shall submit its operation plan for the cleaning and janitorial services of the Terminal and shall make such adjustments as may be directed by the Port from time to time and at any time.
- (5) Any general or emergency janitorial or maintenance requests should be directed to the Tenant and the Tenant shall ensure that such situations will be dealt with promptly.
- (6) The Tenant shall ensure that all pipes, drains, basins, sinks and water-closets in the Terminal are kept clean and unblocked at all times.

### III. SECURITY

- (1) The Tenant shall be responsible for providing all security measures, personnel, and materials necessary for the operations of the Terminal. This includes security for the facility, pier side ship operations, passenger and luggage screening and all areas within the Terminal Area.
- (2) The Tenant shall be responsible for managing all security operations on the Terminal premises on cruise days. This will include security staff that will provide security guards and security equipment for the cruise terminal security plan. The Tenant shall collaborate with the Port, which is responsible for security beyond the Terminal.
- (3) The Tenant shall prepare and continuously update and maintain an "International Cruise Terminal Security Program which meets the requirements of the Port, the US Coast Guard and all international directives and norms such as those issued by the International Maritime Organization (IMO) in particular the International Ship and Port Facility Security Code (ISPS Code).
- (4) The Tenant shall provide all training, supervision, and coordination all personnel, sub-contractors, and security services providers for the purposes of implementing, carrying out and coordinating the Security Plan and such other security program in respect of the Terminal as the Port shall from time to time adopt.
- (5) The Security Plan must also be acceptable to the international cruise lines to facilitate the use of the Terminal.
- (6) The Tenant shall provide screening services and gangway access security on behalf of the cruise lines and shall coordinate the execution of the Security Plan with the individual cruise lines.
- (7) The Tenant shall promptly inform the Port and any other relevant authority of any breach/incidents of safety or security or vandalism or loss of damage to the Terminal (or any item or thing therein) or other property of the Port.
- (8) The Tenant shall provide and maintain an adequate safety and security infrastructure and system to prevent any loss or damage to any furniture, fitting, equipment item or thing in the Terminal belonging to or put in by the Port and/or any other relevant authority from time to time.
- (9) The Tenant shall coordinate the Security Plan with the Ports master security program and work in cooperation with the Port and other stakeholders in developing, improving, and

implementing such security programs. The Tenant will hold the Facility Security Plan for Smith Cove Cruise Terminal at Pier 91 and will employ the Facility Security Officer.

- (10) The Tenant shall conduct regular audits of the sufficiency, suitability and performance of the Security Plan and report the results of such audits to the Port and the relevant authority. These audits will be performed at least once every Year or sooner if security problems arise and/ or procedures are significantly modified.

#### VI. VESSEL / APRON / GANGWAY OPERATIONS

- (1) The Tenant shall ensure the availability for fully functional passenger gangways at all times and the number of gangways per ship as requested by the customers.
- (2) The Tenant shall be responsible for the placement and retraction of gangways on ships upon arrival and departures, the cost of such movements, and maintaining safe operations of the gangways at all times. Gangways shall be stowed in a position to prevent any damage from ship movements, ground traffic or other hazards.
- (3) The Tenant shall coordinate with the stevedoring companies who may be responsible for handling of lines, in respect of all ship operations at the Terminal.
- (4) The Tenant shall train and supervise all labor to ensure the safe operation of gangways and ship and unship gangways.
- (5) The Tenant shall attend all vessel dockings and un-dockings and, upon vessel departures, conduct reasonable berth inspections, as practicable, prepare written reports of any evidence of damage to wharfs, pilings, and fender systems, and give immediate notification of such damage to the Port.
- (6) The Tenant shall coordinate and cooperate with the pilot(s), port agent(s), stevedoring service provider(s) and ground handler(s) of the cruise lines or their agents, or the relevant authorities.
- (7) The Tenant shall coordinate the arrivals, departures and placement of any service vehicles coming to the apron, including but not limited to those for provisioning, repairs, if allowed by the license, and waste disposal.
- (8) The Tenant shall coordinate and cooperate with agencies and authorities with regulatory authority of cruise terminal operations to provide and ensure safe transit operations, working conditions and emergency services for the protection of all passengers, dockworkers, employees, and visitors on the Terminal.

#### IV. CRUISE VESSEL STEVEDORING AND GROUND HANDLING

- (1) The Tenant shall select a single stevedoring service provider for all cruise ships calling at the Terminal. These services include the following tasks:
  - a. Stevedoring services:
    - i. Scheduling labor and equipment requirements.
    - ii. Line handling for the berthing of ships



- iii. Handling, sorting and storage of the baggage of all passengers embarking on or disembarking from ships arriving and berthing at the Terminal.
  - iv. Care, custody and handling of all stores and materials to be loaded on or off the ships while berthed at the Terminal.
  - v. Coordinating the movements of delivery trucks to/from cruise terminals.
  - vi. Coordinating the shore power connection.
  - vii. Such other services, labor, supervision, equipment, and materials necessary to affect the efficient and economical performance of the foregoing.
- (2) The stevedore will also be responsible for the provision and maintenance of passenger baggage carts and other equipment required to execute their role (e.g., baggage cages, forklifts, and pallet jacks).
- (3) The Tenant shall provide the Port a market rate analysis and performance criteria of stevedoring services. The Tenant will keep the Port fully informed of the stevedoring operator selected.
- (4) The Tenant will cooperate with any firms contracted directly by the cruise lines to work at the Terminal including to provide ground handling services, transportation, and any other service. Such cooperation includes providing the necessary security clearances, access to workspace, access to bathrooms set forth for labor, break rooms, access to utilities and any other activity needed by such companies to perform their duties.
- (5) The Tenant may not charge or mark-up the fees charged by other ground handling firms using the Terminal.

## VII. GROUND TRANSPORTATION

- (1) The Tenant shall coordinate all required ground transportation activities relating to the ingress to and egress from the Terminal by passengers in accordance with the procedures and requirements which are prepared by the Tenant and subsequently endorsed by the Port from time to time.
- (2) The Tenant shall liaise with third party transportation and tour providers so that the Terminal is adequately served by the appropriate taxi, bus, Rideshare, and transit services.
- (3) The Tenant shall operate the Ground Transportation Area (GTA) facilities. The services provided shall include but not be limited to:
- a. Scheduling bus arrival and departures in coordination with the cruise line's ground handling operator
  - b. Assignment of loading and off-loading slots to each partner or tour partner
  - c. Managing the safety of all pedestrian crossings
  - d. Managing the taxi loading and off-loading area and providing a system for dispatch of vehicles
  - e. Managing the Rideshare loading and off-loading area
- (4) Where applicable, the Tenant shall work together with and assist the Port in the development, implementation and operation of different off-site ground transportation systems and programs. The Tenant shall provide the necessary traffic attendant staff for traffic control services in and about the Terminal and any off-site traffic holding lots.



- (5) The Tenant shall develop traffic control and dispatch systems, including systems for vehicle identification, dispatch and invoicing and shall implement and utilize all such systems as are stipulated, adopted, or approved by the Port from time to time and at any time.
- (6) The Port may at any time temporarily or permanently close, or consent to or request the closing of, any such way or any other area at, in or near the Terminal hereafter used as such, so long as a means of ingress and egress as provided above remains available to the Tenant.
- (7) The Tenant shall not do or permit anything to be done which will interfere with the free access and passage of others to space adjacent to the Terminal or in, along, across or through any streets, ways and walks near the Terminal and shall manage the transportation system to prevent traffic back-ups and congestion on the approach avenues.

#### VIII. PREVENTION OF INFECTIOUS DISEASES

- (1) The Tenant shall take all necessary steps and measures, at the cost and expense of the Tenant, to detect, monitor and/or prevent any outbreak, spread or any transmission whatsoever of any infectious disease (including, but not limited to, thoroughly fumigating and disinfecting the Terminal to the satisfaction of the relevant authorities) and to this end to promptly comply, at the Tenant's cost and expense, with the law and all guidelines, rules and requirements of the relevant authorities from time to time relating to the detection, monitoring and prevention of any outbreak and/or spread of such infectious diseases.
- (2) The Tenant shall promptly notify the Port and the relevant authorities if the Tenant is aware or suspects that any person who has entered the Terminal is suffering or has died from or is a carrier or a contact of, or is at risk of infection from, an infectious disease and to provide such other information or particulars as may be required by the Port and/or the relevant authorities.

#### IX. MAJOR MAINTENANCE, REPAIRS AND MAINTENANCE DREDGING

- (1) The Port shall pay for and undertake major upgrading, enhancement or overhaul of the Terminal, its infrastructure and equipment which is deemed by the Port to be adding long-term value to the Terminal and/or requirements in compliance with the relevant authorities' statutory regulations. This may include but not be limited to the refurbishment of the building structure and façade, overhaul and upgrading of mechanical and electrical systems, re-roofing of the facility, maintenance dredging, major reconstruction of pier and footing as identified in the draft lease.

#### X. MARKETING AND PUBLIC RELATIONS

- (1) The Tenant is expected, upon appointment as the Tenant of the Terminal and in consultation with the Port, to commence marketing and business development activities to ensure that cruise vessels berth at the Terminal from the start of the Terminal operations as practical as possible.
- (2) The Tenant shall maintain a web site for the Terminal which will include but not limited to:

- a. Information related to the facility,
  - b. Information and assistance to passengers and visitors,
  - c. Useful links to visitor information
  - d. Schedules for vessel arrivals/ departures and berth assignments
  - e. Link to the Port's website
- (3) The Port shall be alerted immediately should there be any requests for media interviews and the Tenant shall adhere to such directions as may be given by the Port and any other relevant authority from time to time with respect to media interviews. All press release statements to be submitted to and approved by the Port.
- (4) The Tenant shall maintain sufficient telephone lines with a system of handling incoming calls and queries from the general public as well as industry stakeholders. Answering service must be provided for calls received during non-operating hours of the Terminal and information on the operating hours and a 24-hour emergency contact number shall be provided and made accessible.

#### XI. TERMINAL MANGAGEMENT

- (1) The Tenant shall provide passenger terminal staff including the General Manager, Facility Security Officer, and other staffing, and related office and other equipment and supplies necessary to facilitate and accomplish all duties described in the Tenant Duties and Responsibilities.
- (2) The General Manager shall maintain a close reporting relationship with the Port and its designated person responsible for cruise operations. The General Manager shall be available at the request of the Port to review the operations and shall attend all such meetings as may be directed by the Port from time to time.
- (3) The Tenant shall at its own expense, employ adequate staff and ensure that they are suitably qualified and knowledgeable to carry out the services available at the Terminal. All staff shall be well-presented, courteous and have good interpersonal skills. They shall be properly attired to always project a professional and visitor-friendly conduct and wear name-badges.
- (4) The Tenant shall, at its own cost, train their staff and ensure that they attend relevant courses from time to time.
- (5) All staff working for the Tenant shall be compensated and provided with the appropriate benefits as provided by Law.

#### XII. CHARGES AND TARIFFS

- (1) The Tenant shall present to the Port the charges for any goods or services which the Tenant proposes to impose, if any, and once the charges are set with the approval of the Port, the Tenant shall not establish any new rates, charges, or change such rates without the prior written consent of the Port. The Tenant acknowledges that the charges are subject to such restrictions, guidelines and directions as may be issued by the Port from time to time.

- (2) The Tenant may not raise tariffs above the rates established by the Port for the use of the Terminal without the express approval of the Port.
- (3) An analysis of tariff and terminal charges at the Terminal and other competitive ports shall be made by the Tenant each Year. Such charges shall include passenger fee, dockage, pilotage, tugs, special assessments, and stevedoring. The ports and ships to be included will be determined in partnership with the Port. The reports shall be included in the annual report to be submitted to the Port.

### XIII. BILLINGS AND COLLECTIONS

- (1) The Tenant shall invoice customers and collect fees as per Port-approved tariffs and charges, maintaining detailed records of all collections.
- (2) Together with remittance of Percentage Rent, Tenant shall submit a written report in a form acceptable to the Port wherein Tenant shall set forth the number of cruise passengers for the month, the Revenue of Consequence for the month and the Percentage Rent, if any, due for such month. Tenant or an officer of Tenant shall certify that the report is a true and correct statement of the Revenue of Consequence.

### XIV. ACCOUNTS PAYABLE

- (1) The Tenant shall be responsible for and shall pay when due all costs relating to the performance of its services and responsibilities under the Lease including but not limited to the management, operation, maintenance and cleaning of the Terminal all salaries, wages, payroll expenses and benefits of its employees, the cost of equipment, utilities, insurance, materials and supplies used in connection with the provision of its services and all amounts due under any service contracts or equipment leases entered into by the Tenant in respect of its responsibilities hereunder.

### XV. SUSTAINABILITY AND REPORTING

- (1) Air Quality and Greenhouse Gas Emissions Inventory. On at least an annual basis, the Tenant will participate, with Port of Seattle and partners, in evaluating, planning and/or developing strategies to reduce emissions from the terminal building and at-berth operations in accordance with the Northwest Ports Clean Air Strategy and in support of Port of Seattle's Century Agenda and greenhouse gas emission reduction goals. This will include participation in Emission Inventories conducted by the Port of Seattle, on an annual basis.
- (2) In support of shared sustainability goals and strategies (e.g. air quality, water quality, waste management, energy efficiency, etc.) for on-terminal transportation (e.g., shuttle buses), equipment (e.g., cargo handling equipment), regional ground transportation (e.g., motor coach operations and Transportation Network Companies), and as part of the annual planning for shore-side transportation operations, the Tenant will strive to minimize air emissions. This includes demonstrated efforts to employ options such as preferred contracting, incentives, use of newer and/or low and zero-emission buses and engines, low and zero-emission fuels in vehicles and equipment, building efficiency measures, advanced pollution control device retrofits and anti-idling programs. The Tenant will work with Port of Seattle and partners, on at least an annual basis, to identify joint sustainability opportunities, projects, and programs. Where feasible and when agreed upon, the Tenant will work with Ports and partners to develop

implementation plans, schedules, and joint communication strategies which may include an option for partnership-funding mechanisms.

- (3) If Tenant contracts directly with stevedores at Smith Cove Terminals, the Tenant will encourage stevedores use of low emission equipment with a zero emission shoreside goal by 2030. Tenant will partner with the Port, Stevedore and other parties to achieve this 2030 goal.
- (4) The Tenant will use reasonable efforts to partner with Maritime focused non-profit entities to assist in creating curriculum and experiential field-based learning opportunities and internships for students as part of Maritime-focused workforce development programs.
- (5) Tenant will collaborate with the Port on Anti-human trafficking efforts and will sign on to the Port Allies Against Human Trafficking Pledge.
- (6) The Tenant will participate in an annual review of their efforts with respect to diversity with ground handlers and participate to a reasonable extent in programs related to equity.
- (7) On an annual basis the Tenant will meet with the Port of Seattle staff to evaluate home-porting operations and strategies to increase the use of shore power toward a goal of achieving 100-percent use per shore-power capable call.