

THIRD AMENDMENT  
TO  
CRANE RENTAL AGREEMENT

The Northwest Seaport Alliance ("NWSA") and Husky Terminal And Stevedoring, Inc. ("Husky"), enter into this Third Amendment to the Crane Rental Agreement as of the 22<sup>nd</sup> day of SEPTEMBER, 2017 (this "Amendment").

Whereas, NWSA (as licensee/agent of the Port of Tacoma by agreement effective August 4, 2015) and Husky (as assignee of International Transportation Services, Inc. by assignment effective August 1, 2014) are parties to a Restated and Amended Lease and Operating Agreement dated August 24, 2004, as amended, regarding certain marine terminal facilities located at T3/T4 at the Port of Tacoma, Washington; and

Whereas, NWSA (as licensee/agent of the Port of Tacoma by agreement effective August 4, 2015) and Husky (as assignee of International Transportation Services, Inc. by assignment effective August 1, 2014) are parties to a Crane Rental Agreement dated August 24, 2004, as amended by a First Amendment To Crane Rental Agreement dated July 27, 2015, and a Second Amendment To Crane Rental Agreement dated April 6, 2016, hereinafter referred to as the "Agreement", which sets forth the terms and conditions upon which the Port will provide cranes for use at such facilities; and

Whereas, NWSA and Husky desire to further amend the Agreement as set forth in this Amendment;

NOW, THEREFORE, based upon the mutual promises and covenants contained herein, the parties agree to amend the Agreement as follows:

1. Crane Rental. The parties acknowledge that there are currently four (4) existing post-panamax cranes available for use by Husky at T3/T4 (the Premises). NWSA will purchase eight (8) Super Post-Panamax Ship to Shore (STS SPPM) cranes to replace the existing post-panamax cranes at the Premises and to be made available for use by Husky at the Premises. Existing post-panamax cranes at the Premises may be removed from service in accordance with the Second Amendment To Crane Rental Agreement. Husky will not be responsible for a minimum annual crane hour guarantee on each of the four (4) existing post-panamax cranes once each such crane is removed from service. The minimum annual crane hour guarantee for each such crane shall be pro-rated per diem based on the date each such crane is removed from service. The four (4) existing post-panamax cranes shall be removed from the Premises within one (1) year from the date all eight (8) new STS SPPM cranes are made available for use by Husky. Effective from the first day of the month following four (4) of the new STS SPPM cranes being made available for use by Husky through the first day of the month following all eight (8) of the new STS SPPM cranes being made available for use by Husky, the rates under the Second Amendment To Crane Rental Agreement shall apply to all cranes available for use by Husky at the Premises. Effective from the first day of the month following all eight (8) of the new STS SPPM cranes being made available for use by Husky at the

Premises, Section 1 of the Second Amendment To Crane Rental Agreement is hereby deleted in its entirety and replaced with the following:

NWSA at its expense shall provide eight (8) STS SPPM container cranes at the Premises for Husky's preferential use. NWSA at its sole cost and expense will maintain the eight (8) STS SPPM cranes. Husky shall pay crane rental for use of the eight (8) STS SPPM cranes as follows:

- (a) Effective from the first day of the month after the date all eight (8) STS SPPM cranes are made available for use by Husky and for three years thereafter, Husky shall guarantee a minimum annual crane hour rental of 1,375 hours per crane for each new STS SPPM crane, for a cumulative total for all eight (8) STS SPPM cranes of 11,000 hours.
- (b) Effective from the third (3<sup>rd</sup>) anniversary of the first day of the month after the date all eight (8) STS SPPM cranes are made available for use by Husky and for three years thereafter, Husky shall guarantee a minimum annual crane hour rental of 1,750 hours per crane for each new STS SPPM crane, for a cumulative total for all eight (8) STS SPPM cranes of 14,000 hours.
- (c) Effective from the sixth (6<sup>th</sup>) anniversary of the first day of the month after the date all eight (8) STS SPPM cranes are made available for use by Husky and for the remaining term of the Agreement, Husky shall guarantee a minimum annual crane hour rental of 2,100 hours per crane for each new STS SPPM crane, for a cumulative total for all eight (8) STS SPPM cranes of 16,800 hours.
- (d) For all crane rental hours up to and including 16,800 hours per year (total aggregate crane rental hours for all cranes at the Premises) the per hour crane rental rate shall be the applicable Tariff rate.
- (e) For all crane rental hours from 16,801 up to and including 18,000 hours per year (total aggregate crane rental hours for all cranes at the Premises) the rental rate shall be 75% of the applicable Tariff rate.
- (f) For all crane rental hours above 18,000 hours per year (total aggregate crane rental hours for all cranes at the Premises) the rental rate shall be 70% of the applicable Tariff rate.
- (g) Crane hours used for ALL vessels shall be included in the crane hour usage calculations to determine the number of crane hours and Tariff discounts under (e) and (f) above.
- (h) A year, for purposes of this section, shall be based on the 12 month period beginning with the first day of the first month following all eight (8) of the new cranes being made available for use by Husky. For example, if all of the new cranes are made available on September 15, 2018 a year would be from October 1 to September 30.

- (i) In any year where the minimum annual crane rental is not met, Husky shall pay to NWSA the then prevailing crane rental rate pursuant to NWSA's applicable tariff, multiplied by the number of crane hours short of the minimum annual crane hour rental guarantee for such year.
  - (j) The above terms to apply through August 31, 2046.
2. Savings Clause. Except to the extent expressly modified by the express terms of this Amendment, all other terms, conditions and provisions of the Agreement and all exhibits and attachments thereto, as previously amended, shall remain in full force and effect.
3. Counterparts. This Amendment may be executed in counterparts, each of which shall be regarded as an original and all of which together shall constitute one and the same agreement.

**SIGNATURES ARE ON FOLLOWING PAGES**

LESSOR:

THE NORTHWEST SEAPORT ALLIANCE,  
As licensee/agent for the PORT OF TACOMA

By

Title

Date

CEO

9-22-17

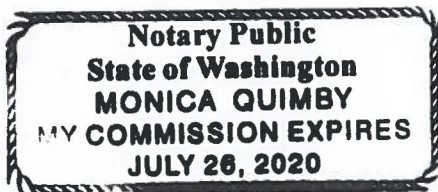
STATE OF WASHINGTON )

) ss.

COUNTY OF PIERCE )

On this 22nd day of September, 2017, personally appeared before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, John Wolfe, to me known to be the CEO of THE NORTHWEST SEAPORT ALLIANCE, a Washington Port Development Authority, as licensee/agent for the PORT OF TACOMA, a Washington port district, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said municipal corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first written above.



Signature of Notary Public

Printed Name of Notary Public

My Appointment Expires:

7-26-20

LESSEE: HUSKY TERMINAL AND STEVEDORING, INC.

By Sam L. L.

Title CHIEF OPERATING OFFICER

Date 9/20/2017

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF PIERCE )

SEE ATTACHED

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of HUSKY TERMINAL AND STEVEDORING, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_, 2017

Printed Name of Notary: \_\_\_\_\_  
Notary Public in and for the State of Washington  
My commission expires on \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
General Counsel, Port of Tacoma

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )

On SEPT. 20, 2017 before me, TERRY J. CONIGLIO, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer  
personally appeared SEAN ANTHONY LINDSAY  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Terry J. Coniglio  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: THIRD AMENDMENT TO CRANE RENTAL AGREEMENT Document Date: 9/20/2017  
Number of Pages: 5 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: SEAN ANTHONY LINDSAY  
☒ Corporate Officer — Title(s): C.O.D.  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: HUSKY TERMINAL AND STEVEDORING, INC.

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_