TERMINAL OPERATOR

SCHEDULE H TARIFF
REGULATIONS/PRACTICES/RATES

HUSKY TERMINAL AND STEVEDORING, LLC.
1101 Port of Tacoma Road
Tacoma, WA 98421

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1. SCHEDULE

This Schedule sets forth the regulations, practices, rates, and contractual terms and conditions applicable whenever a CUSTOMER requests or receives access to OPERATOR's facilities or service from OPERATOR, whether provided at a terminal facility or otherwise. This Schedule shall apply except to the extent that any item in the Schedule is superseded by an executed written agreement between CUSTOMER and OPERATOR. Where any such agreement does not address any specific rule, regulation, Rate, charge, and/or fee contained herein, the items in this Schedule will apply.

All references to a tariff, schedule, Service, etc. of OPERATOR shall be deemed to refer to this Schedule and the Rates, regulations and practices, and terms and conditions, set forth herein.

This Schedule is published and made available to the public pursuant to the United States Shipping Act, and shall at all times be enforceable as an implied contract between CUSTOMER and OPERATOR. Its provisions may be changed by OPERATOR from time to time without notice other than publication of the revised provisions. The current version of the Schedule is available on the internet at the following address:

- **https://www.huskyterminal.com (HUSKY)**

All rules and regulations set forth in the Northwest Seaport Alliance, Tariff No. 300, or its successor (referred to herein as the "Port of Tacoma Tariff"), shall apply, except as provided in or inconsistent with the terms of this Schedule.

Use of the Terminal, wharves, other facilities, or property or the receipt of Services under the jurisdiction of or provided by OPERATOR shall constitute a consent to and acceptance of the terms and conditions of this Schedule and evidences an agreement on the part of all vessels, their owners, charterers and agents, or other users or recipients of Services (including cargo and equipment) to pay all applicable charges and abide by all rules and regulations of OPERATOR and abide by the rules and regulations of this Schedule.

Except as otherwise provided in this Schedule, the applicable Rates, charges, fees, rules, regulations, and practices shall be those in effect at the time Services are rendered.

This Schedule does not include an expiration date.

2. SUBSCRIBING TERMINALS

HUSKY TERMINAL AND STEVEDORING, LLC.
1101 Port of Tacoma Road
Tacoma WA 98421
FMC Org. No. 018643

3. DEFINITIONS

"CUSTOMER" refers to any alliance or FMC agreement, alliance or FMC agreement member, vessel, vessel owner, carrier, agent, vessel operator, motor carrier, vehicle, conveyance, consignor, consignee, beneficial Cargo owner, person, Cargo, equipment,

chassis, or any other person or entity, including but not limited to the agents, other providers, and other subcontractors (at any level) of any of the foregoing, who is provided with, benefits from,or receives any Services whatsoever, or person or business entity who owns or claims an interest in, right to, attachment, or lien regarding any vessel, vessel equipment, equipment,or Cargo.

"Goods" or "Cargo" refers to all cargo, goods, and other personal property items, including any equipment associated with or utilized by the foregoing, with respect to which OPERATOR is requested to and/or does perform any Services, and all packing, packaging, crates, cradles, pallets, tanks, platforms, flatbeds, trailers, containers, chassis, other equipment, and other items, materials, and supplies associated therewith, and any goods or cargo that benefits from Services at the Terminal or utilizes the Terminal. The capitalized and non-capitalized words "Goods" and "Cargo", as well as both the singular and plural versions of each, shall have the same meaning as Goods and Cargo in this definition.

"OPERATOR" means Husky Terminal and Stevedoring, LLC

"Handling" means the Service of physically moving Goods at the Terminal.

"Heavy Lift" means any non-containerized cargo, the dimensions of which extend beyond the standard dimensions of an ISO container, or any containerized or noncontainerized cargo, the weight of which exceeds the weight limit for over the road trucks.

"Husky" means Husky Terminal and Stevedoring, LLC.

"Loading" and "Discharging" means the service of loading or unloading Goods between a place of rest at the Terminal and any vessel, rail car, trucks/motor vehicle, or other conveyance.

"NWSA" means Northwest Seaport Alliance.

"Port of Tacoma Tariff" means NWSA Tariff 300 or its successor.

"Rate" means a price OPERATOR will charge for providing a Service in or around the Terminal.

"Terminal" means a facility with one or more structures comprising a terminal unit owned and/or operated by OPERATOR, including, but not limited to, docks, wharves, warehouses, covered and/or open storage spaces, cranes, buildings, other structures, property, and any equipment.

"Service" or "Services" includes checking Cargo, dockage, free time, Handling, rehandling, loading and unloading, Storage, terminal usage, wharfage, and wharf demurrage, as defined herein, as well as any other providing of, use of and/or access to a Terminal whatsoever, including any providing of, use of and/or access to personnel, labor, services, materials, supplies, tools, equipment, personal property and real property, water, electricity, and other service, supplies, or materials, and whether provided at such Terminal or elsewhere.

"Storage" means the service of providing warehouse or other terminal facilities for the storage of inbound or outbound Cargo including related equipment after the expiration of free time, if applicable, including wharf storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.

4. OPERATOR'S RULES

4.1 GENERAL

OPERATOR shall:

A. Provide and perform at its respective Terminal the Services as hereinafter described for the CUSTOMER'S full and empty 20', 40', and 45' sea freight containers Loaded to or Discharged from fully cellularized container vessels with fitted lashing equipment. Stevedoring Services for CUSTOMER'S full and empty 53' or non-20'/40' sea freight containers as well as non-containerized Cargo shall be subject to a surcharge and, if necessary, Extra Labor per the Schedule of Rates.

B. Supply all necessary employees, labor, supervision, normal existing security service, necessary electrical power supply system, and necessary equipment based on I.S.O. standards and non-containerized stevedoring and Terminal Services.

C. Perform stevedoring Services in accordance with the ILWU/PMA Collective Bargaining Agreement. Third shift work will be performed only if requested by CUSTOMER and accepted by OPERATOR, at CUSTOMER'S expense.

D. Perform yard and gate Services 0800-1200 and 1300-1700, Monday through Friday (exclusive of weekends/holidays). Yard and gate Services outside these hours may be performed, if requested in writing by CUSTOMER and accepted by OPERATOR, at CUSTOMER'S expense.

E. Maintain connectivity with the Automated Commercial Environment (ACE). OPERATOR and CUSTOMER mutually agree to participate in voluntary security "partnership" programs or other initiatives as developed

by U.S. Customs, U.S. Coast Guard or other state or federal regulatory agencies.

4.2 VESSEL STEVEDORING

OPERATOR shall:

A. Plan Discharging and Loading sequences of containers, as well as non-containerized Cargo, in accordance with the inbound stowage plan and the pre-stow instructions of CUSTOMER.

All or part of CUSTOMER'S outbound containers may be mix-stowed with CUSTOMER'S, or any other containers, for the same discharging port.

Master or CUSTOMER'S agent shall approve the loading plan prior to commencement of Loading and prior to ordering labor for vessel operations.

B. Prepare and furnish to CUSTOMER appropriate outbound container stowage plan.

C. Lash or unlash containers, as well as non-containerized Cargo, stowed on or under deck of vessels.

D. Discharge inbound containers from vessels and deck them in the Terminal or keep them on wheels per OPERATOR'S operational requirements.

Inbound intermodal train containers may be decked or wheeled per OPERATOR'S discretion at an area in the Terminal designated by OPERATOR for special release.

E. Dray outbound containers from a point of rest in the Terminal to the berth, load to and stow them onboard vessels.

F. Discharge non-containerized Cargo from vessels or load to and stow non-containerized Cargo onboard vessels. Additional expenses related to such Service shall be billed per the Schedule of Rates.

G. Shift containers from one cell to another cell or on-land containers and re-load them onboard vessels as per CUSTOMER'S instruction. A surcharge shall apply.

Change of discharging port, optional stowage, etc., shall be for CUSTOMER'S account. Expenses for shifting/rehandling i.e., set-asides of each related container shall be for CUSTOMER'S account.

H. Plug or unplug electrical connections for reefer containers onboard vessels per throughput reefer move. A minimum of one (1) Plug (Export) or Unplug (Import) fee shall be billed per the Schedule of Rates.

I. Check and record the movement of containers and non-containerized Cargo on and off vessels and shifted onboard vessels. When exceptions are noted, a report shall be promptly provided.

4.3 GANG ORDERING AND BERTHING OF VESSELS

A. OPERATOR will assign a berth as available upon the arrival of CUSTOMER'S container vessel and, unless otherwise agreed between OPERATOR and CUSTOMER, start vessel's operation at the commencement of the next 1st or 2nd shift succeeding the vessel's arrival at the Terminal.

B. OPERATOR shall, unless otherwise agreed, decide the number of gangs to order after consulting with CUSTOMER in advance.

C. Labor gang(s) will be ordered by OPERATOR on the basis of the latest ETA given by CUSTOMER before closing time to file/cancel labor gang orders for the anticipated working shift.

D. If requested by CUSTOMER, OPERATOR will order gangs for a vessel known to be arriving after beginning the work shift, provided that CUSTOMER is responsible for standby costs associated with a delayed arrival.

E. OPERATOR will arrange gang(s) for 3rd shift upon request of CUSTOMER. Any labor standby, detentions (except those caused by OPERATOR or his equipment), and deadtime incurred on 3rd shifts shall be for the account of CUSTOMER.

F. Extra labor will be for CUSTOMER'S account.

G. OPERATOR shall not be responsible for shortage of or inability to obtain labor gang(s) or labor.

4.4 CONTAINER YARD ACTIVITY

A. OPERATOR shall:

1. All full outbound and inbound containers, as well as empty containers, will be decked in the container yard except for those the OPERATOR chooses to be keep on wheels such as, but not limited to, hazardous Cargo, live reefers and over-dimensional Cargo, flat racks, and tanks, at OPERATOR'S discretion. However,

OPERATOR may wheel certain containers to achieve or meet turn time goals provided chassis and space are available.

2. Deliver containers to be released to truckers and deck containers received from truckers, except those to be kept on wheels per OPERATOR'S operational requirements and described in Section 4.4 A. 1.

3. Plug and unplug (or the reverse) each reefer container entering (Export) or exiting (Import) the yard. A minimum of two (2) charges shall apply for each container. OPERATOR shall monitor temperatures and ventilation settings on the reefer units twice per day, and report to CUSTOMER any discrepancies found as soon as practicable. The documentation shall be kept by the OPERATOR and provided to the CUSTOMER upon request. Check temperatures of export (outbound) reefer containers received through the gate per the receiving procedure as mutually agreed upon.

B. Outbound (Export) Intermodal Train Containers

Outbound intermodal train containers, which are discharged on dock or near dock, will be stacked in the outbound decking area by OPERATOR. If westbound train containers are discharged and exit through the Terminal gates without a vessel gate move, a non-vessel gate move fee shall apply.

C. Live Reefer Containers, Hazardous Containers, Over-Dimension Containers, Late and Early Received Outbound Containers

Live reefer containers, containers with certain classes of hazardous materials, over-dimension containers, outbound containers received after cut-off and outbound containers received for other than the immediate vessel may be kept on wheels on the Terminal per OPERATOR'S operational requirements. If daily chassis fees apply, that is for CUSTOMER's account.

If CUSTOMER'S reefers require halide testing per the by PMA/ILWU established reefer halide testing procedures, CUSTOMER shall be responsible for all costs. Daily Storage fees for failed halide test container shall be applicable and for the account of CUSTOMER. In the event halide testing delays and causes standby or rehandling in the yard and/or against the vessel, CUSTOMER shall be accountable and billed at the Extra Labor Rate, which is additional to the halide test and Storage fees, if any.

D. Receiving of Outbound (Export) Containers

In order for OPERATOR to receive an outbound loaded container prior to the free time for a scheduled vessel, CUSTOMER must consent to the

applicable wharf demurrage charges. Free time allowed and wharf demurrage charges are set forth in the Port of Tacoma Tariff and may be changed from time to time at the discretion of the Port of Tacoma.

Bare chassis drayed out of the Terminal after the decking of an outbound full or empty container are subject to the normal gate processing, equipment interchange receipt ("EIR") issuing and fees, if applicable.

E. In Yard Shifting/Rehandling

If CUSTOMER requests that a container be shifted or rehandled for whatever reason e.g., rolls, vessel change, return to shipper, the applicable Rate shall be applied to the target container and each non-target container move to/from its location.

F. In-Yard Drayage of Container

OPERATOR will perform in-yard drayage of containers per CUSTOMER'S request, per the requirement of any government agency, or per maintenance and repair needs, at CUSTOMER'S expense. Charges for additional drayage regarding the same equipment shall be for the account of CUSTOMER.

G. Chassis Switch/Flip

OPERATOR will perform billable chassis switches for Terminal wheeled Cargo such as, but not limited to, out of gauge ("OOG"), hazardous, reefer, flat racks, tanks and trucker requested switches due to trucker owned chassis or CUSTOMER owned/leased chassis, damaged chassis or shortage of genset chassis. OPERATOR will bill the CUSTOMER for all switches. CUSTOMER shall not be released of any chassis switch responsibility and fees due to the use of third party chassis pools. Any chassis switch caused by the negligence/fault of OPERATOR or Terminal convenience shall be for the account of OPERATOR.

H. Storage of Containers and Chassis

Inbound and outbound full containers will be stored in the Terminal subject to the Rates, rules, and regulations of wharf demurrage, wharf Storage, and free time in the Port of Tacoma Tariff. If CUSTOMER requests, and OPERATOR agrees to collect port demurrage, OPERATOR shall forward CUSTOMER'S demurrage fees less the Port Tariff fees and less 10% of CUSTOMER'S total demurrage collected. If CUSTOMER waives/guarantees/extends demurrage, CUSTOMER remains responsible and will be invoiced the Port Tariff fee.

CUSTOMER will work with OPERATOR to minimize empty container Storage at the Terminal. In the event that storage exceeds the allowance, OPERATOR shall invoice CUSTOMER per the Schedule of Rates. Once the allowance is exceeded, OPERATOR may ask the CUSTOMER to redirect empty containers to other facilities. OPERATOR will have the right to cut-off empty returns if the allowance is exceeded after prior notification to CUSTOMER. In special circumstances i.e., construction, crane moves, when empty container volume is negatively impacting operation, OPERATOR may require CUSTOMERS to mitigate empty container returns to the Terminal or redirect empty containers to other facilities.

CUSTOMER shall ensure that the third-party chassis provider will have the necessary quantity of chassis available for CUSTOMER Cargo and Cargo which is required to be on wheels such as, but no limited to, reefers, hazardous, non-containerized Cargo, flat racks, and tanks. In the event that the chassis provider does not supply the chassis and CUSTOMER Cargo is mounted on another chassis provider's equipment or OPERATORS equipment, CUSTOMER shall be subject to any applicable daily fees and lift charges. CUSTOMER will also be responsible for switching to the correct chassis as soon as possible and atCUSTOMER'S expense. In no case shall OPERATOR be responsible for chassis usage fees.

Any unidentified chassis remaining on the Terminal and linked to CUSTOMER by yard and gate transaction history shall be the responsibility of CUSTOMER regardless of chassis ownership.

I. Government / Carrier Inspections

CUSTOMER shall be accountable for expenses related to inspections conducted by OPERATOR, including but not limited to, Customs and Border Patrol ("CBP") inspection guidelines and any inspections that CUSTOMER requests.

CUSTOMER guarantees all inspection fees as stated in the Schedule of Rates and will be invoiced directly by OPERATOR.

OPERATOR will make reasonable commercial efforts to notify the CUSTOMER of pre-notified CBP inspections, but whether notified or not, CUSTOMER shall remain accountable for these inspection fees.

4.5 GATE ACTIVITY

OPERATOR shall:

A. Receive full or empty containers on chassis, as well as bare chassis at in-gates per CUSTOMER'S instructions. No physical inspection of equipment

will be performed at in-gates. If, during the course of performing an interchange, OPERATOR notices obvious damages or defects then OPERATOR will notify CUSTOMER via email. The following criteria will be used:

In case of containers, if such damage or defects affects:

1. Basic structural integrity.

2. Normal Handling and transportation due to a decrease in structural strength or a deformation in excess of ISO external dimension tolerances.

3. Substantial decrease of the inside cubic volume due to a deformation.

In case of chassis:

4. Major structural damage.

Whether noted or not, OPERATOR will not be responsible for damages or defects to containers or chassis.

B. In case of gate receipt OOG containers, OPERATOR shall report any discrepancies noted to the CUSTOMER-provided booking information, including:

1. Any over-height, over-width and over-length information not included in the booking information.

2. Any obstacles obstructing the safe loading of the OOG containers, such as corner castings not accessible, no cell-guide clearance, etc.

3. Any loose lashing or shifting of the Cargo.

4. Any other requirements for the safe loading of OOG containers.

C. OPERATOR shall comply additionally with the following regarding OOG containers:

1. Advise CUSTOMER of above discrepancies to prevent delays in loading to vessel.

2. Provide vessel with prestow information indicating vessel load locations of OOG containers.

3. Measure (to the best of OPERATOR'S ability) the oversize (over-height, over-width and over-length) dimensions after receipt of each

OOG container and list the same on the Exception List and departure Baplie File (attachments to the bay plans).

D. OPERATOR, however, will not receive the following containers:

1. Overweight containers exceeding the max-gross weight of the container as marked on the container.

2. Hazardous containers with the presence or release (including a threatened release) of hazardous substances inside and/or outside of the container in violation of any laws, statutes, ordinances, regulations, rules or other governmental requirements.

3. Hazardous containers without accompanying proper documentation mutually agreed upon.

4. Hazardous containers without proper placards, unless OPERATOR is authorized to affix placards at CUSTOMER'S expense.

5. Flat rack or open-side containers with the Cargo not properly stowed and/or secured for trans-Pacific carriage.

6. Empty containers having placards for hazardous material remaining on the container, unless OPERATOR is authorized to remove placards for hazardous materials at CUSTOMER'S expense.

All outbound containers shall be received prior to the cut-off time, which is the end of the first shift on the weekday (Mondays through Fridays, exclusive of holidays) prior to the commencement of vessel operations or an alternative schedule that is mutually agreed upon between OPERATOR and CUSTOMER. If, in its sole discretion, OPERATOR accepts a container past the cut-off time, the late receiving charge as specified in the Schedule of Rates of this Schedule will apply.

E. Release full or empty containers at out-gates per CUSTOMER'S instructions.

Import (inbound) containers will only be released upon receipt of electronic release authorization from CUSTOMER or its agent.

Empty containers to cover export bookings may be released from the Terminal.

Dray carriers are responsible to take exceptions upon leaving the Terminal for damages or defects found to CUSTOMER'S equipment. If dray provider

notifies OPERATOR of exceptions, then OPERATOR will email CUSTOMER of such noted exceptions. .

OPERATOR shall provide an EIR, request seal numbers from dray carriers, and record seal numbers on loaded containers. OPERATOR will affix seals on containers where a seal is noted to be missing or damaged and will keep records of seal numbers for containers inbound and outbound in that category. OPERATOR will notify CUSTOMER immediately of any broken or missing seals.

Bare chassis drayed into the Terminal for the purpose of picking up an import full or empty are subject to the normal gate processing, equipment interchange receipt ("EIR") issuing and fees, if applicable.

F. Record seal numbers on loaded containers.

G. Weigh all outbound full containers received through Gate.

H. Receive and deliver non-containerized Cargo at an area in the Terminal designated by OPERATOR. Charges shall be billed as Extra Labor to the CUSTOMER.

I. Require full payment of the wharf demurrage/Storage for each inbound container (or outbound, if applicable) prior to container's release from the Terminal.

J. Husky offers voluntarily roadability through 3rd party maintenance and repair vendor ("M&R Vendor"). In the event that roadability is regulated or PMA/ILWU mandated, OPERATOR shall promptly advise CUSTOMER of such changes and the rates applicable shall, as a consequence, be established by mutual agreement, of which agreement shall not be unreasonably withheld. CUSTOMER'S truck turn times will be impacted by these repairs. OPERATOR shall not be held responsible for any costs related to the Cargo delays resulting from roadability repairs.

K. Identify all 3rd gate moves or non-vessel related gate moves such as, empty repositioning, gate to train, train to gate, gate in/out without vessel move. Such moves shall be for the account of the CUSTOMER and invoiced periodically per the Schedule of Rates.

4.6 MAINTENANCE AND REPAIR OF CUSTOMER'S EQUIPMENT

A. OPERATOR will perform maintenance and repair Services at the Terminal for CUSTOMER'S equipment per Schedule of Rates, Section E.

Any ILWU related Services provided by the OPERATOR for the M&R Vendor for CUSTOMER'S equipment, shall be invoiced to the CUSTOMER. Such Services include, but not limited to, draying damage equipment, loading/unloading gensets, and fueling.

4.7 INTERMODAL YARD

The Port of Tacoma operates the near dock North Intermodal Yard that provides lift on/lift off service for Husky's CUSTOMERS.

Inbound/Import intermodal train containers shall be fully released prior to loading.

Non-vessel related train gate moves that exit or enter the Terminal shall be billed according to the Schedule of Rates.

4.8 SPECIAL CONTAINER SERVICE

Charges for Special Container Service shall be issued in accordance with those categories listed within the Schedule of Rates, inclusive of additional Services, e.g., inspections of containers and Cargo, except as otherwise provided, at Rates per the Schedule of Rates. The receiving and delivery of breakbulk Cargo, not directly discharged from a truck to the vessels or loaded directly to the vessel from a truck shall be charged to CUSTOMER per the Schedule of Rates.

5. CUSTOMER'S OBLIGATIONS

5.1 CUSTOMER shall provide OPERATOR with all necessary information and instructions to allow OPERATOR to provide efficient Services, such as:

A. Inbound (Import)

1. Stowage Plan and Special Instructions.

2. Reefer and Dangerous Cargo Manifests.

3. Awkward Cargo List, including details of awkward containers and non-containerized Cargoes.

4. A list of landbridge or near-dock DST containers and particulars of truckers, destination, scheduling, etc. as agreed between CUSTOMER and OPERATOR.

CUSTOMER shall transmit all U.S. import stowage plan data along with all container and U.S. import Cargo manifest data via an EDI format acceptable to OPERATOR. Such transmission of data shall be received by OPERATOR no less than 72 hours prior to the ETA of each applicable arriving vessel.

B. Outbound (Export)

1. Booking information regularly updated, inclusive of written instructions for dangerous Cargoes. CUSTOMER and OPERATOR shall close-out all booking information on a weekday (Mondays through Fridays, exclusive of holidays) at the time mutually agreed upon. OPERATOR shall follow the agreed upon close-out times and will be advised of such by CUSTOMER.

2. Details of dangerous Cargo, awkward containers and non-containerized Cargo.

3. One (1) copy of the trucker's Container Load Plan, if applicable.

4. Outbound pre-stow plan as soon as available and at least twenty four (24) hours prior to the commencement of vessel loading operations.

5. A list of all landbridge containers and requirements, if applicable.

6. CUSTOMER warrants that it is authorized by its shipper(s) as shipper's agent to use and verify OPERATOR scale weights as SOLAS compliant verified gross mass ("VGM")weights. CUSTOMER authorizes OPERATOR to use these weights and CUSTOMER hereby verifies such weights in the absence of a separately provided VGM. For export containers arriving via rail, CUSTOMER must provide VGM weight in an electronic format acceptable to OPERATOR.

C. General

1. CUSTOMER shall advise OPERATOR of vessel schedules and ETAs in advance and shall notify OPERATOR of any changes as they occur in sufficient time in order that OPERATOR can properly plan the yard and berthing space.

2. CUSTOMER shall coordinate with OPERATOR regarding information on delivery and receiving schedules in advance and shall maintain cut-off times in order to allow for the OPERATOR'S preparation for container Handling.

3. CUSTOMER shall provide OPERATOR, reasonably in advance, with any other special instructions for yard and/or gate operations to enable OPERATOR to prepare its operation plan to comply with such instructions.

4. CUSTOMER shall provide OPERATOR, via EDI fleet file transmission of its owned and leased containers and chassis to be handled on the Terminal specifying numbers, types and sizes of equipment. That electronic file shall contain on hire and off hire dates.

5. CUSTOMER shall provide OPERATOR, by confidential means, advanced written notification of the following:

    1. Bullion or precious metal objects
    2. Precious stones or precious jewelry
    3. Bank notes or coins
    4. Bonds or negotiable instruments or securities of any type
    5. Valuable works of art
    6. Bloodstocks

6. CUSTOMER shall submit all port required Cargo data to the applicable Port of Tacoma department for wharfage analysis.

7. CUSTOMER shall agree to the Port of Tacoma's Environmental Tariff and/or the Terminal's environmental requirements as set forth by the Port, City, State or Federal agencies.

8. Terminal is not Shorepower equipped. If CUSTOMER choses an alternative strategy to Shorepower connection, CUSTOMER agrees to notify OPERATOR in advance to properly coordinate alternative operation with Terminal. If CUSTOMER'S alternative strategy requires Terminal labor, equipment and/or management, such costs shall be for the account of the CUSTOMER and billed at the Extra Labor Rate, unless otherwise agreed.

5.2 CUSTOMER CHASSIS

CUSTOMER shall arrange for sufficient chassis to be provided. OPERATOR shall not be held responsible for any costs incurred by CUSTOMER caused by inadequate chassis supply.

CUSTOMER will be responsible and accountable for certain chassis related Services provided by the OPERATOR., including:

A. Chassis switches/flips per Section 4.4 G. shall be for account of CUSTOMER.

B. Any request by CUSTOMER to OPERATOR shall be at CUSTOMER'S expense. Such requests include, but are not limited to, bare chassis terminal drayage, bare chassis out gate release, and bare chassis holds.

5.3 ELECTRONIC DATA INTERCHANGE (EDI)

CUSTOMER shall establish EDI access to OPERATOR'S computer system for transmitting Outbound booking information, releases of inbound containers, and IPI destinations as well as receiving gate activity data. The parties agree to transmit activity messages, principally terminal operations activity messages, within two (2) hours of the occurrence of the event. The requirement is to be met throughout the week including weekends and public holidays.

Computer services beyond normal terminal operator's functions may be provided by OPERATOR at CUSTOMER'S expense.

5.4 GOVERNMENT REGULATIONS/REQUIREMENTS/PROGRAMS

CUSTOMER shall satisfy, abide and follow the various ocean vessel or container ship related regulations, requirements and programs implemented by the port, as well as city, state, and federal regulatory agencies. Unless otherwise stated, such costs shall be the sole burden of the CUSTOMER.

CUSTOMER shall maintain its ship, gear, and equipment in a safe condition in full compliance with all the requirements of Pacific Coast Marine Safety Code (PCMSC), United States Public Law 85-742 and O.S.H.A. regulations.

CUSTOMER shall also be responsible for any additional government costs assessed to the Terminal to clear the Cargo for out gate. Additional to inspections and exams, such costs could be for additional manning, government equipment leasing costs, overtime, etc. If billed to OPERATOR, OPERATOR shall pass through the costs to CUSTOMER unless special administrative steps are required. In this case, invoicing shall be completed on an Extra Labor basis.

5.5 HAZARDOUS SUBSTANCES

Hazardous substances, as used herein, shall mean any hazardous, toxic, dangerous, or extremely dangerous substance, material or waste which is or becomes regulated by the United States government, the State of Washington, or any local governmental authority. The term includes, without limitation, any substances containing constituents regulated as specified above.

CUSTOMER shall notify OPERATOR of any container with Cargo containing any hazardous substances and CUSTOMER shall be fully responsible for the proper and lawful transportation of the Cargo.

In the case of outbound containers, OPERATOR will make commercially reasonable efforts to detect and reject receiving such containers with the presence or release (including the threatened release) of hazardous substance in violation of any laws, statutes, ordinances, regulations, rules and other governmental requirements.

In the case of inbound containers, OPERATOR shall inspect and correct all containers to ensure proper placarding.

5.6 HAZARDOUS AND NON-HAZARDOUS MATERIAL RESPONSE

CUSTOMER shall have the full and sole responsibility, at its expense, to manage and prepare all arrangements for the immediate remediation and removal of leaking, damaged or exposed hazardous or non-hazardous Cargo from the Terminal and for damaged (including leaking) non-hazardous Cargo remediation, transloading or removal from the Terminal. Such arrangements shall include but not be limited to: discussions with shippers, consignees or other responsible parties; contracting with all required vendors to complete the process described above; providing consistent status updates to OPERATOR; providing all applicable and/or required documentation of container and compensation to OPERATOR for all labor, equipment rental and materials provided during OPERATOR'S assistance with remediation efforts as may be agreed by and at the sole discretion of OPERATOR.

While responsibility always remains with CUSTOMER, if and when OPERATOR detects and/or determines that: (1) there is a leak or spill of a hazardous or non-hazardous chemical or substance; (2) a container is giving off an odor; or (3) a container has significant damage or has been involved in an incident that poses a risk or threat to the Terminal, environment, or employees, OPERATOR shall notify CUSTOMER and promptly take such action as is necessary and possible by OPERATOR to mitigate and correct the violation. These actions will be at CUSTOMER'S sole expense.

CUSTOMER shall be fully responsible for the treatment, Handling and disposal of such hazardous and non-hazardous containers and shall indemnify and hold OPERATOR harmless from and against all liabilities, expenses, governmental agency fines, citations and/or violations, losses or claims resulting from the release and/or disposal of hazardous substances, except in any case whereby OPERATOR, or its employees, agents or sub-contractors, is deemed negligent by competent independent authority.

5.7 Quality / Hazardous Materials Procedures / Requirements

A. OPERATOR may require CUSTOMER (including its subcontractors and agents) to confirm and describe in writing how they will comply with assigned responsibility as set forth in government safety-related codes or standards as they specifically apply to CUSTOMER.

B. CUSTOMER agrees, with respect to shipments of hazardous materials / dangerous Goods which are being transported pursuant to CUSTOMER'S bill of lading, that CUSTOMER will review booking information supplied

by CUSTOMER'S individual customers for compliance with current applicable IMDG Code / 49 CFR parts 100 to 199 provisions.

6. EXTRA WORK/LABOR

When requested by CUSTOMER, OPERATOR may perform extra work not mentioned within this Schedule at terms and conditions acceptable to OPERATOR and in accordance with applicable union collective bargaining agreements, the ILWU/PMA rules and governing regulations including the Port of Tacoma Tariff. Extra Work or Extra Labor will be billed at total man-hour billing Rates plus equipment rental Rates plus cost of materials plus 20%.

7. TRAFFIC MITIGATION FEE

Each piece of Equipment that enters or leaves the Terminal shall be assessed a traffic mitigation fee (the "TMF") as per the attached Schedule of Rates. For purposes of this Section 7, "Equipment" means: a container, laden or unladen, including dry cargo, ventilated, insulated, and refrigerated; flat racks; vehicle racks; liquid tanks; open top containers without chassis; vans; and any empty chassis.

8. LABOR STANDBY, DETENTIONS AND DEADTIME

Any labor standby, detention, and deadtime in vessel stevedoring shall be for the account of CUSTOMER unless caused by specific fault or negligence of OPERATOR or separately agreed per the Schedule of Rates.

9. COMPENSATION

9.1 CUSTOMER shall compensate OPERATOR for the performance of the Services described herein in accordance with this Schedule and the Schedule(s) of Rates attached hereto and will reimburse OPERATOR for documented charges paid on its behalf. CUSTOMER shall compensate OPERATOR for all chargeable stevedoring labor delays, deadtime, extra labor, and Services. Payments shall be made in U.S. funds with advance notice of invoice details, not later than 30 days after receiving the undisputed invoice. Invoices shall be forwarded to CUSTOMER via electronic mail. If CUSTOMER disputes any invoices, then CUSTOMER shall notify, in writing, OPERATOR within 15 days after receiving such invoices. While disputed item is under review, CUSTOMER shall continue to pay the undisputed balance within the 30 day terms. In the event that payment against any undisputed invoice occurs after 30 days, CUSTOMER agrees to pay interest of outstanding sums at prevailing bank prime interest rates. Wharf Storage and demurrage are to be settled per Northwest Seaport Alliance Terminals Tariff rules and regulations and the Schedule of Rates of this Schedule. Wharf demurrage assessed against Cargo shall be payable by Customer.

OPERATOR at its own discretion, may temporarily discontinue or cut-off certain services including withholding demurrage refunds or collections to the CUSTOMER based on the age of unpaid invoices. OPERATOR shall be forced to exercise these options if OPERATOR has forwarded multiple invoice copies to the

appropriate CUSTOMER personnel or CUSTOMER has not disputed invoices in writing with specific details or balance remains over 30 days for three (3) consecutive months. Further, OPERATOR shall have the right to take or set-off any or all sums held on CUSTOMER'S behalf for direct, indirect and acquired obligations including debts that CUSTOMER owes to OPERATOR regardless of the source of funds held by OPERATOR on CUSTOMER'S behalf. OPERATOR shall not be required to provide CUSTOMER with any prior notice to exercise this right of set-off.

9.2 RATES

A. The Rates specified in the Schedule of Rates shall, unless otherwise provided, cover all costs of the following items:

1. Shoreside container gantry cranes for Handling of containers within capacity of cranes, as well as other equipment required for normal vessel's operation and terminal work for Handling of containers.

2. The cost of longshore, clerk, mechanic labor, and supervision in the yard and at the gate (except for maintenance and repair of CUSTOMER'S equipment). Such cost to include Worker's Compensation, insurance and taxes, all Pacific Maritime Association ("PMA") man-hour assessments, car fares, as well as time contractually or customarily guaranteed to personnel on a normal shift. Any Services outside of the regular working hours on day shifts (Mondays through Fridays, exclusive of holidays), upon request of CUSTOMER and acceptance of OPERATOR, shall be performed subject to shift differentials in the Schedule of Rates.

3. All Services performed for containers in connection with a normal vessel's operation during the first, second and third shifts, including Saturday, Sunday and holidays. Such costs to include Worker's Compensation, insurance and taxes, all PMA man-hour assessments, car fares, as well as time contractually or customarily guaranteed to personnel on a normal shift.

B. The following items are expressly understood to be EXCLUDED from the Rate listed in the Schedule of Rates:

1. Wharf Storage and demurrage charges to be billed CUSTOMER according to the Schedule of Rates in this Schedule.

2. Dockage.

3. PMA tonnage assessments, for which CUSTOMER shall be fully responsible and pay assessments directly to the PMA.

4. NIM yard operator lift Rate which shall be paid by CUSTOMER directly to the Port of Tacoma.

5. OPERATOR'S computer services beyond normal terminal functions.

6. Cargo penalties and fees as assessed.

9.3 All charges contained herein shall be invoiced only to CUSTOMERS, shall be the sole responsibility of CUSTOMERS and shall not be subject to pro ration or assignment, neither all or in part, to any other party. Invoices shall be paid in full under the conditions set forth herein only by CUSTOMER.

10. LIEN PROVISIONS AND SECURITY INTEREST

10.1 CUSTOMER grants OPERATOR a lien on the Cargo while in the possession of OPERATOR and a lien against any vessel, container, chassis, Cargo, and any Equipment, as the term is defined in Section 7, (individually and collectively, "Available Security") to provide security for the payment of amounts due OPERATOR hereunder. As additional security for said amounts due OPERATOR, CUSTOMER grants OPERATOR a consensual lien on all Available Security of CUSTOMER concurrently or subsequently in OPERATOR's possession. OPERATOR may assert its lien rights at any time, and in furtherance thereof may hold and/or store such Available Security until payment is received and/or sell such Available Security publicly or privately; in the event of sale, proceeds shall first be applied to sale costs, then to amounts due OPERATOR, with the balance, if any, to be remitted to CUSTOMER.

10.2 OPERATOR shall have a lien on all Available Security in its possession for any charges for services rendered, storage, demurrage and any other charges due, including all costs and legal fees associated with collection of amounts due and enforcing this lien, or any other sums whatsoever payable by or chargeable to or for the account of Available Security under any bailment, receipt or other document issued by OPERATOR, and any contract preliminary hereto and any sums owed to OPERATOR by the person responsible for the account of Available Security or any affiliates thereof on prior accounts or shipments, and the cost and expenses of recovering the same (for purposes of this Section 10, all such charges, fees and costs collectively the "Charges and Costs"), and may hold any or all of theAvailable Security until all such Charges and Costs are fully settled.

10.3 If the Charges and Costs are not fully settled by the time of the Cargo release, or if the Available Security is otherwise unclaimed, after a reasonable time not to exceed thirty (30) days after arrival at the Terminal, or the time set forth in any Applicable Rate provision, OPERATOR may sell the Available Security privately or by public auction, or otherwise dispose of such Available Security, ten (10) days after sending the owner of record notice, via letter (U.S. Mail, postage prepaid, return receipt

requested) or by actual notice by any appropriate means, of the amount of Charges and Costs owed, the date of sale and a statement informing the registered owner that if the Charges and Costs are not fully settled by the date of sale any or all of the Available Security will be sold and the proceeds of such sale will be used to settle the Charges and Costs owed plus the costs of the sale. If the owner of record does not fully settle the outstanding Charges and Costs within ten (10) days of the mailing of the notice letter or giving actual notice, the sale will proceed as described in the notice. If the sale proceeds fail to cover the outstanding Charges and Costs, OPERATOR may recover the deficit from the party responsible for such Charges and Costs, or its affiliates owing any unsatisfied portion thereof. Sale proceeds beyond the Charges and Costs owed will be returned to the registered owner if claimed within one (1) year of the mailed notice.

10.4 SECURITY. In addition, CUSTOMER grants a security interest to OPERATOR in the Available Security and all proceeds derived from the Available Security for all charges and expenses (including money advanced and interest), whether incurred before or after delivery, and CUSTOMER agrees to execute and deliver all such documents as may be required to perfect such security interest. If Available Security is transferred from one party to another, and should the charges relating to such Available Security not be paid in full on the date of such transfer, the lien for such charges shall attach to the Available Security retained by the transferor and to Available Security transferred to the transferee. In the event a proceeding is brought by one party against the other to enforce any provisions herein, the prevailing party shall be entitled to legal fees and costs.

10.5 REMOVAL. OPERATOR may, upon thirty (30) days' notice to CUSTOMER, with or without cause, require removal of the Available Security or any portion thereof and payment of all charges, whether or not there has been default. If the Available Security is not removed, OPERATOR may sell the Available Security and exercise any other rights it may have by law. Without limiting the foregoing, OPERATOR may require the removal of the Available Security or any portion thereof upon ten (10) days' notice if, in its opinion, the Available Security has or may have deteriorated in value to less than the amount of OPERATOR's lien on such Available Security.

10.6 INSURANCE. Stored Available Security is not and shall not at any time be insured by OPERATOR. Charges do not include any insurance coverage for Available Security stored or warehoused at the terminal facility.

10.7 APPLICATION. In the event of any inconsistency between the foregoing provisions and any Applicable Rate provision, the foregoing provisions shall govern and apply in full.

11. STORAGE AND WAREHOUSING

11.1 The following terms and conditions shall apply with respect to any storage or warehousing terminal services.

11.2 ACCESS AND USE. All CUSTOMER access to and/or use of OPERATOR's facility or services, for purposes of storage/warehousing or otherwise, shall be subject to the provisions of this Schedule

11.3 RATES AND CHARGES. CUSTOMER shall pay for storage and/or warehousing services upon the rates and charges on OPERATOR's written quotation, Schedule of Rates, Port of Tacoma Tariff, Husky Terminal Tariff Schedule H or other document that is approved by OPERATOR's senior management in writing (collectively, "Applicable Rate"), which Applicable Rate from OPERATOR shall be deemed accepted by CUSTOMER upon commencement of any performance by either party. Upon any such acceptance, OPERATOR's Applicable Rate shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to OPERATOR for a particular terminal service, the rate/charge to be applied shall be OPERATOR's rates and charges specified herein.

11.4 WARRANTIES. CUSTOMER warrants that it is the owner and/or has lawful possession of the Cargo and that it has sole legal right to store and thereafter direct the release and/or delivery of the Cargo. CUSTOMER agrees to indemnify, defend, and hold harmless, including attorney's fees, OPERATOR of and from any claim by others relating to the ownership, storage and release of the Available Security, and/or any other services provided by OPERATOR.

12. LIABILITY FOR LOSS OR DAMAGE

12.1 OPERATOR shall be liable only for damage or loss to Cargo resulting from its failure to exercise due and proper care in performing the services provided for herein. In no case shall OPERATOR be liable for a sum in excess of $500.00 per package or per customary freight unit unless the trucker, shipper, Cargo owner or consignee or their representatives, prior to the commencement of such services, declares in writing a higher value and OPERATOR has agreed to accept such increased limits prior to OPERATOR taking custody of, or assuming responsibility for the Cargo, or other arrangements are made in writing with OPERATOR prior to its taking custody of or assuming responsibility for the Cargo.

12.2 CUSTOMER shall incorporate in any bills of lading evidencing transportation agreements entered into for the transportation of Cargo for which OPERATOR'S Services under this Schedule are employed, a provision extending to independent servant's, agents and subcontractors of CUSTOMER (including OPERATOR and each of its subcontractors), the benefits and limitations upon liability of

CUSTOMER thereunder, which shall include, but not be limited to, the provisions of the U. S. Carriage of Goods by Sea Act ("COGSA"), incorporated and extended to apply throughout the time during which OPERATOR performs Services under this Schedule. Any waiver by CUSTOMER of such limitation of liability provisions shall not be effective against OPERATOR. It is expressly agreed by the CUSTOMER that should such bill of lading provisions not extend the application of the COGSA defenses to the OPERATOR, the CUSTOMER will indemnify OPERATOR for those sums that it is liable for over and above the COGSA limitation of liability defenses. When CUSTOMER accepts Cargo on an ad valorem basis (also see Section 5.1 C. 5. above), the OPERATOR shall not be responsible for increased liability unless CUSTOMER gives written notice in advance to the OPERATOR in sufficient time for the OPERATOR to provide special Handling and/or supervision; and extra charges therefore shall be agreed upon between the parties at the time such notice is given. Such confidential notice shall include a description of the quantity, nature and location of the Goods.

12.3 In order for CUSTOMER to bring a cause of action against OPERATOR arising out of Cargo loss or damage caused by OPERATOR, CUSTOMER must: (1) have given written notice to OPERATOR of any damage or loss within one year after the CUSTOMER first receives notice, written or otherwise, of the damage or loss; and (2) file suit within one year of the date of settlement by CUSTOMER of any claim for such Cargo loss or damage or the date a judgment is entered against CUSTOMER in any action for such Cargo loss or damage. Moreover, any unilateral waiver of rights or extension of obligations by CUSTOMER, including COGSA, shall result in the discharge of any obligation of OPERATOR to CUSTOMER to the extent of such waiver or extension.

12.4 OPERATOR will not accept any liability for concealed damage or loss or the condition of the contents of containers received in damaged condition from vessel or inland carrier.

12.5 No provision contained in this Schedule shall relieve OPERATOR from liability for its own negligence nor require any user to indemnify or hold harmless OPERATOR for liability for OPERATOR'S own negligence.

13. LOSS/DAMAGE TO GOODS (CLAUSE PARAMOUNT)

COGSA (46 U.S.C. §1300 et seq.) is fully incorporated into this Schedule and shall be applicable at all times the Goods are, or are deemed, in the care, custody and/or control of OPERATOR. OPERATOR shall not be liable for any loss/damage to or in connection with the Goods in an amount exceeding $500 U.S. per package, or in the event of Goods not in such packages per customary freight unit, unless a higher value for the Goods has been declared in writing to OPERATOR prior to the commencement of any Services whatsoever and CUSTOMER has paid the increased Rates/charges resulting from such declaration of higher value. OPERATOR shall not be responsible in any event for any loss/damage to or in connection with the Goods if the nature or value thereof has been misstated. OPERATOR shall not be liable to CUSTOMER or any other

respecting the Goods except as set forth in this Section, whether for loss, damage, delay, shortage, misdelivery, failure to deliver or otherwise, and/or in tort, contract or any other theory.

In the event any damage or loss could have occurred during some other mode of transportation or while in the care, custody, or control of any other provider, including the CUSTOMER, such loss or damage shall be deemed to have occurred while in the care, custody, or control of the other provider or CUSTOMER.

14. UNCONTROLLABLE CAUSES OF LOSS/DAMAGE

OPERATOR shall not be liable for any loss/damage to or in connection with the Goods which arises and/or results from any of the following: unseaworthiness, unless caused by want of due diligence; act, neglect or default of master, mariner or pilot in the navigation or management of a vessel; fire, unless caused by the actual fault and privity of OPERATOR; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies (including terrorism); arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of CUSTOMER, its agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the Goods; insufficiency of packing; insufficiency or inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of OPERATOR.

15. NO CONSEQUENTIAL DAMAGES

OPERATOR shall not under any circumstances be liable to CUSTOMER or any other for any indirect, consequential, exemplary, or special damages of any type or nature whatsoever, including, without limitation, any damages consisting of lost profits, lost income, lost business, lost business opportunity, interruption of business, loss or use and/or loss of ability to use undamaged component or system parts, regardless of whether such damages may have been foreseeable.

16. LOSS/DAMAGE CLAIMS

The following are agreed to be conditions precedent to any recovery from OPERATOR for loss/damage to or in connection with the Goods.

A. There shall be no right to recover until all amounts due OPERATOR have been paid in full.

B. The Goods must be carefully inspected by CUSTOMER immediately upon completion of the Services and delivery from OPERATOR, and any loss/damage evident at such time must be identified to OPERATOR in writing and with particularity, including photographs of the damages.

C. Unless written notice of loss/damage and the general nature thereof is given to OPERATOR upon completion of the Services and delivery of the Goods

from OPERATOR, or within three (3) days thereafter if the loss/damage is not apparent at such time, delivery of Goods from OPERATOR shall be prima facie evidence of delivery from OPERATOR in good order, count and condition.

D. In the event of Goods which have been delayed, lost or otherwise not delivered by OPERATOR as contemplated, OPERATOR must be given written notice of such delay, loss or non-delivery within fifteen (15) days from the date upon which the Goods should have been so delivered.

E. OPERATOR shall have a reasonable opportunity to inspect the Goods, including their packing, packaging, etc., in the same condition as upon completion of the Services and before any repair, alteration, salvage, or destruction.

In any event, OPERATOR shall be forever discharged from liability for any loss/damage to or in connection with the Goods unless suit is filed in the forum identified in Section 20 within one (1) year after the date of delivery from OPERATOR or the date on which the Goods should have been so delivered.

OPERATOR shall be entitled to set-off any amounts owed or due by CUSTOMER or Goods against any claim.

17. CLAIM DOCUMENTATION

CUSTOMER'S written notice of loss/damage to or in connection with the Goods must include and attach copies of the following, as applicable: all bill(s) of lading, transportation agreement(s), receipt(s) and other document(s) identifying the Goods, consignor, consignee, vessel, voyage, shipping date, etc.; all manifests, packing lists, stow plans, loading/discharge reports, tally/count sheets, Cargo receipts, etc.; all agreements, invoices and receipts respecting any sale of the Goods; all correspondence respecting the Goods and/or their transportation; all inspections, surveys, photographs, claim bills, invoices and statement of losses respecting the Goods and/or the loss/damage being claimed, including documents supportive of any mitigation, salvage, market analysis and disposition efforts; and all other documents, instruments, records, data, drawings, photographs and information of any kind or nature whatsoever which may be pertinent or helpful to an understanding of the nature of the Goods, the particulars of their transportation and/or the loss/damage being claimed.

18. INSURANCE

18.1 OPERATOR does not provide any insurance whatsoever for the benefit of CUSTOMER, nor any insurance whatsoever covering CUSTOMER'S Cargo, property or personnel.

18.2 In addition to any legally mandated insurance, CUSTOMER will carry the following minimum insurance:

A. Comprehensive General Liability Insurance with limits of Ten Million USD ($10,000,000) per accident, including contractual liability coverage for CUSTOMER'S liabilities and obligations as set forth herein. Such insurance shall name OPERATOR as an additional insured and be endorsed to waive subrogation against OPERATOR and to be primary to any insurance of OPERATOR. CUSTOMER shall evidence this insurance by providing OPERATOR with a certificate of insurance prior to any access to or use of the Services. However, failure to provide the certificate of insurance will not waive the obligation to obtain the insurance; and

B. Auto Liability Insurance with limits of Ten Million USD ($10,000,000) per accident;

C. Carrier Insurance: Carrier CUSTOMERS shall secure and maintain customary marine insurances in respect of its operations and vessels, including, without limitation, protection and indemnity placed with the International Group of P&I Clubs, hull and machinery, and wreck removal insurances, and such other insurances as may be reasonably required by OPERATOR from time to time, if any. In addition, to the extent that the carrier CUSTOMER maintains an office and/or personnel and/or shore-side operations at the Terminal, the carrier CUSTOMER shall further secure and maintain the following insurances while receiving services at the terminal facility:

(i) Workers' Compensation Insurance as required by applicable federal and state laws;

(ii) Comprehensive General Liability Insurance with limits of Ten Million USD ($10,000,000) per accident; and

(iii) Auto Liability Insurance with limits of Ten Million USD ($10,000,000) per accident;

D. Heavy Lift Insurance: Any CUSTOMER receiving heavy lift services at the Terminal shall secure and maintain the following insurances in effect while such heavy lift services are being provided:

(i) first party property/cargo or cargo legal liability upon the item(s) being lifted to its/their full actual market value plus freight and insurance, with such policy to be specifically endorsed to provide a waiver of subrogation in favor of OPERATOR;

(ii) public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for CUSTOMER'S obligations hereunder, with minimum limits of $10,000,000 and waiver of subrogation in favor of OPERATOR; and

(iii) workers compensation and employers liability insurance upon its employees and the employees of its subcontractors, if any.

(iv) in addition to foregoing, CUSTOMER shall also arrange for the owner/OPERATOR of any vessel utilized to receive, transport and/or delivery Heavy Lift goods to provide a waiver of subrogation in favor of OPERATOR on the vessel's hull and machinery and protection & indemnity insurances;

E. CUSTOMER shall indemnify, defend and hold OPERATOR harmless (including legal fees and costs) from and against any loss, damage, expense, claim, liability and/or suit resulting from CUSTOMER'S failure to provide an insurance as required and/or resulting from the failure of any such insurance, including without limitation exposure to loss, damage, expense, claim, liability and/or suit which would have been covered had insurances been procured and maintained as required.

19. INDEPENDENT CONTRACTOR

It is hereby understood that OPERATOR shall be an independent contractor and not an agent or employee of the CUSTOMER and all employees or laborers employed in the performance of Services under this Schedule shall be employees of the OPERATOR, or its subcontractors at all times and not of CUSTOMER.

20. APPLICABLE LAW

It is agreed by the parties to this Schedule that this Schedule shall be governed by the general maritime law of the United States, or in the event no United States general maritime rule of law applies, governed by the laws of the State of Washington as applied to contracts that are executed and performed entirely in Washington and that the Federal and State Courts located in the State of Washington shall have jurisdiction over all claims, disputes and actions arising under thisSchedule. Nothing herein contained shall be construed to deprive any party of any rights which each party may have against the other or its property in law, in admiralty or in equity as a result ofany breach of the respective obligations hereunder.

21. FORCE MAJEURE

Should unusual conditions occur, including without limitation, damage or destruction to premises or facilities (including vessels or containers) by fire, flood, riot, earthquakes, tidal wave, heavy rains, high wind or windstorm, severe storm or other weather conditions or circumstances creating unsafe work conditions, explosion, force majeure, acts of God, the public enemy or other casualty, or should the operation by OPERATOR be suspended, abated, prevented or impaired by reason of war, war-like operations, seizure, marine casualty, governmental decree or regulation, stoppage of public power supply, curtailment of fuel supply, strikes, picketing, slow-downs or other labor disputes or negotiations, lockout or other work stoppage, or by reasons of any other conditions or occurrences beyond the control of the OPERATOR (such condition, a "Force Majeure Event"), including any such condition that may render the Terminal wholly or partially untenable, unsafe, or unfit for use, or so as to make it impractical for OPERATOR to make reasonable or full use thereof, then OPERATOR may be excused for its obligations without responsibility for any claim by another party to this Schedule arising out of such excused obligation, to the extent and duration of such Force Majeure Event.

22. ATTORNEY'S FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Schedule, OPERATOR shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

23. PARTIAL INVALIDITY

If any provision of this Schedule is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in force without being impaired or invalidated in any way.

24. DUTY TO ACCEPT GOODS

CUSTOMER shall be responsible for accepting the Goods, or having the Goods accepted, from OPERATOR upon completion of Services and any inspection thereof requested by OPERATOR, even if such Goods are claimed to have suffered loss/damage. CUSTOMER shall not abandon any Goods at the Terminal or otherwise with OPERATOR for any purpose or under any circumstances whatsoever.

25. REFUSED/ABANDONED GOODS

Cargo remaining at the Terminal (or in public storage following the expiration of free time) in excess of 30 days will be considered as abandoned and may be sold for collection of demurrage and all other charges due OPERATOR or destroyed or disposedof at OPERATOR'S sole discretion. Ten days prior to such sale, destruction or disposition, a written notice will be sent to the notify party listed on the receipt, bill of lading or other shipping document. If the Cargo is not removed from the Terminal or public storage within the ten day period following such notice, with time being of the essence, the Cargo may be sold, destroyed or disposed of at OPERATOR'S sole discretion. If sold, any monies received beyond the charges due will be returned to CUSTOMER if claimed within one year of the mailed notice or such longer period as required by applicable law.

26. ASSUMPTION OF RISK AND INDEMNITY

CUSTOMER specifically understands, acknowledges and agrees that any and all providing of, access to and/or use of the Terminal and/or the Services of OPERATOR by or on behalf of CUSTOMER shall be at CUSTOMER'S sole risk and expense. Aside from loss/damage to the Goods themselves, as addressed herein, CUSTOMER assumes sole responsibility for, and agrees to defend, indemnify and hold OPERATOR harmless from and against (including legal fees and costs), all other loss, damage, expense, claim, liability, suit, fine and/or penalty of any type or nature whatsoever which in any way arises out of and/or relates to any providing of, access to and/or use of the Terminal and/or the Services of OPERATOR by or on behalf of CUSTOMER, including, without limitation, those respecting any loss/damage to the property of OPERATOR, CUSTOMER or any other as well as those respecting the personal injury, illness and/or death claims of any person, including without limitation of any agent, employee, representative, guest, invitee, vendor and/or subcontractor of OPERATOR, CUSTOMER or any other, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other legal fault of OPERATOR. In furtherance of the foregoing, CUSTOMER shall waive any immunity from suit, exclusivity of remedy and limitation upon liability which would have otherwise been afforded pursuant to any workers compensation act or similar law.

CUSTOMER shall notify OPERATOR immediately of any bodily and/or personal injury, illness and/or death, or of any property damage, related in any way to its access to or use of the Services. CUSTOMER shall promptly provide OPERATOR with written accident reports and shall cooperate fully with OPERATOR with respect to any investigation, including allowing inspection of personal property and access to personnel.

27. ACCESS AND USE

Any access to and/or use of the Terminal and/or the Services of OPERATOR whatsoever by or on behalf of CUSTOMER shall be deemed CUSTOMER'S express agreement with the provisions set forth in this Schedule, including without limitation the security provisions contained herein, and the access and use provisions of this Section. OPERATOR may request that CUSTOMER sign a separate, written Access Agreement, prior to such access/use or otherwise, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

A. Non-Exclusive: All access to and/or use of the Terminal and/or the Services of OPERATOR by or on behalf of CUSTOMER is agreed to be non- exclusive and for the limited purpose requested by CUSTOMER and agreed by OPERATOR. CUSTOMER understands and acknowledges that activities by OPERATOR and others will be on-going at the Terminal, and that such activities may be dangerous to those participating and others. CUSTOMER, including its employees, subcontractors, agents and invitees, agrees to not interfere with any operations being conducted at the Terminal and to not create any danger or safety hazard whatsoever at the Terminal. Unless otherwise specifically agreed by OPERATOR in advance, all access and use of the Terminal shall be restricted to normal working hours.

B. Inspection: OPERATOR makes no warranties whatsoever with respect to the Terminal or CUSTOMER'S access or use thereof. Prior to access, on at least a daily basis, CUSTOMER shall conduct a thorough inspection of the Terminal and the areas which it intends to access or use, including areas adjacent thereto, for the purpose of determining their safety and suitability for CUSTOMER'S intended access and use. If CUSTOMER believes there is any problem as to safety or suitability, and/or if any such problem develops during CUSTOMER'S access or use, CUSTOMER shall immediately cease all of its operations and notify OPERATOR. If the condition cannot be changed by mutual agreement so as to assure safety and suitability to CUSTOMER'S satisfaction, CUSTOMER shall promptly withdraw its materials, supplies, tools, equipment, personal property, employees and subcontractors and its requested access/use shall be deemed voluntarily terminated. Once CUSTOMER begins any access or use of the Terminal whatsoever, or continues to conduct operations at the Terminal, it shall be irrevocably presumed that the Terminal was inspected and accepted by CUSTOMER as both safe and suitable for its operations.

C. Compliance: CUSTOMER, including its employees, subcontractors and invitees, shall conform with all local, port, municipal, county, state and federal laws and regulations applicable to CUSTOMER'S operations, including without limitation those promulgated by the EPA, OSHA, WISHA, DOT, FMCSA, DHS and/or USCG, and shall be responsible for any violation of the same.

D. Safety and Other Rules: CUSTOMER shall be responsible for assuring thatall of its employees, subcontractors and invitees learn and obeyOPERATOR'S safety and other rules, whether posted, given in writing, setforth herein and/or advised verbally, and that all such persons otherwise wear hard hats, safety vests and other personal protective equipment as required by OPERATOR.

E. Clean-up: CUSTOMER shall remove all of its materials, supplies, tools, equipment, personal property, employees and subcontractors from the Terminal daily, and shall otherwise keep all areas used by CUSTOMER clean and free of debris.

F. No Security: OPERATOR does not provide any security for the materials, supplies, tools, equipment or personal property of CUSTOMER or any others at the Terminal. CUSTOMER shall be solely responsible for the security of all such items, including those of its employees, subcontractors,agents and invitees, and is cautioned to watch the same carefully and remove all such items on at least a daily basis and store them safely elsewhere.

G. Damage to Property: CUSTOMER shall be responsible for, and shallindemnify and hold OPERATOR harmless (including legal fees and costs)from and against, all loss/damage to CUSTOMER'S owned/leased equipment and personal property, including all of its owned/leased materials, supplies, tools, equipment, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds and other equipment and/or personal property (but not the "Goods" the loss/damage of which Goods is addressedherein), howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other fault of OPERATOR. In addition, CUSTOMER shall be responsible for, and shall indemnify and hold OPERATOR harmless (including legal fees and costs) from and against, any loss/damage to the personal property of others at the Terminal, including the personal property of OPERATOR, which in any way arises out of and/or relates to CUSTOMER'S access and/or use of the Terminal orterminal Services. CUSTOMER agrees that in the event such loss/damage to the property of OPERATOR or others occurs, it shall immediately notify OPERATOR and, after obtaining OPERATOR'S consent to proceed, repair/restore the damaged property to its pre-existing condition with no reduction for depreciation. If CUSTOMER fails to do so, OPERATOR

may, repair/restore the damaged property to its pre-existing condition in which event CUSTOMER shall pay/reimburse actual costs to accomplish this plus fifteen percent (15%).

H. Personal Injury: CUSTOMER assumes responsibility for any bodily/personal injury, illness and/or death of its employees (including those of its subcontractors), and agrees to indemnify and hold OPERATORharmless (including legal fees and costs) of and from the same. In addition,CUSTOMER assumes responsibility for, and agrees to indemnify and holdOPERATOR harmless (including legal fees and costs) of and from, any bodily/personal injury, illness and/or death of any other person at the facilitywhich arises out of or is in any way connected with CUSTOMER'S access and/or use of the Terminal or the Services. The foregoing indemnification shall be deemed to include any claim or suit by any employee (present or former) of CUSTOMER, and in furtherance thereof CUSTOMER waives any immunity from suit, exclusivity of remedy and limitation of liability under any workers compensation act or similar law.

I. Notification: CUSTOMER shall notify OPERATOR immediately of any bodily and/or personal injury, illness and/or death, or of any property damage, related in any way to its access to or use of the Terminal or the Services. CUSTOMER shall promptly provide OPERATOR with written accident reports and shall cooperate fully with OPERATOR with respect to any investigation, including allowing inspection of personal property and access to personnel.

J. Workers Compensation Insurance: CUSTOMER shall be responsible for maintaining workers compensation insurance, including coverage under the Longshore Act, on all of its employees (including those of its subcontractorsand upon himself or herself if CUSTOMER is an individual), but neither CUSTOMER nor its workers compensation insurer shall have any right of action against Operator for subrogation or reimbursement of any payments made pursuant to that policy (including within any policy deductible).

K. Public Liability Insurance: CUSTOMER shall also be responsible forprocuring and maintaining public liability insurance for personal injuries and property damage with respect to CUSTOMER'S access to or use of theTerminal and/or the Services, including contractual liability coverage for CUSTOMER'S liabilities and obligations as set forth above. Such insurance must have limits of at least $10,000,000 per occurrence, shall name OPERATOR as an additional insured and be endorsed to waive subrogation against OPERATOR and to be primary to any insurance of OPERATOR. CUSTOMER shall evidence this insurance by providing Operator with a certificate of insurance prior to any access to or use of the Terminal and/orthe Services.

L. Waiver of Sovereign Immunity: CUSTOMER, in partial consideration for the Services being performed, agrees to waive any right to claim and/or defense of sovereign immunity with respect to any monetary amount, loss,damage, expense, claim, liability, suit, fine and/or penalty due from CUSTOMER to OPERATOR hereunder.

28. EOC COMPLIANCE AND NON-DISCRIMINATION

OPERATOR does not discriminate based upon race, color, religion, sex, age, national origin or any sensory, mental or physical disability, or upon any other basis prohibited by applicable law.

29. ELECTRONIC DATA INTERCHANGE

OPERATOR and CUSTOMER agree to cooperate and use their best efforts to utilize electronic data, documentation and interchange to the extent feasible and allowable under law.

30. CONSTRUCTION AND INTEGRATION

This Schedule shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against a party. If any provision of this Schedule is found to be legally unenforceable, it is agreed that such provision shall be deemed deleted from this Schedule as if never made a part hereof, with the remaining provisions of this Schedule to not be effected thereby and to remain in full force and effect.

Any failure of OPERATOR to enforce a provision of this Schedule shall not be deemed to waive such provision or any other provision in this Schedule.

OPERATOR may request that CUSTOMER sign a separate, written agreement for any one or more Services, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

This Schedule, together with OPERATOR'S written quotation and any separate, written agreements between OPERATOR and CUSTOMER as identified directly above, represents the entire agreement between OPERATOR and CUSTOMER and supersedes all prior and contemporaneous agreements, written or oral.

31. DISPUTE RESOLUTION

All disputes, including invoice disputes pursuant to Section 9.1 hereof, are to be submitted to our Customer Support Team at **CustomerSupport@huskyterminal.net.** Submitted disputes should include all information relevant to substantiate said claim. Disputes will be evaluated by the Customer Support Team and escalated as needed for further assessment. In the event the parties are unable to resolve their dispute, the dispute resolution process set forth in Section 20 hereof shall apply.

32. HEAVY LIFT

The following terms and conditions shall apply with respect to all Heavy Lift services provided by OPERATOR.

A. Port Captain/Supervision: It is a condition precedent tdoo OPERATOR assisting with any Heavy Lift project that CUSTOMER provides, at its expense, a port captain or other duly authorized CUSTOMER representative with knowledge and expertise regarding the items to be lifted as well as any vessel involved and its equipment/gear and stevedoring practices respecting the loading/unloading of such heavy and/or unique items. CUSTOMER's representative shall inspect all equipment and gear to be used for the lift (including any equipment or gear from OPERATOR), shall be solely responsible for ascertaining whether or not all such equipment and gear is safe and suitable, shall direct the placement of all lifting bars, spreaders and slings, shall inform OPERATOR in advance of any special requirements applicable to such items and/or their handling, and shall be present at all times during the lift.

If OPERATOR makes any recommendations, suggestions or proposals regarding the lift, CUSTOMER understands and agrees that CUSTOMER and its representative shall nonetheless be responsible for reviewing all such recommendations, suggestions and proposals of CUSTOMER and otherwise for the inspection and approval of all equipment, gear and procedures being used. CUSTOMER shall be solely responsible for the final selection of all equipment, gear and procedures, for identifying all weights, lifting points, balances and centers of gravity, and for giving final approval upon all such matters before commencement of the lift.

B. Access/Use: All CUSTOMER access to and/or use of OPERATOR's facility or services, for purposes of Heavy Lift or otherwise, shall be subject to the provisions of this Schedule, including without limitation the access and use provisions of Section 27.

C. Rates and Charges. CUSTOMER shall pay for Heavy Lift services as identified on OPERATOR's written quotation or other document, which quotation or other document from OPERATOR shall be deemed accepted by CUSTOMER upon commencement of any performance by either party, including without limitation any access to and/or use of the terminal facility and/or terminal services of OPERATOR whatsoever by or on behalf of CUSTOMER. Upon any such acceptance, OPERATOR's written quotation or other document shall be deemed fully incorporated herein and binding upon the parties. If no rate or charge was quoted or otherwise identified to CUSTOMER for a particular terminal service, the applicable rate/charge shall be OPERATOR's standard rate/charge therefor, which standard rate/charge shall be provided to CUSTOMER upon request.

D. Personnel, Labor, Equipment and Gear: OPERATOR shall provide personnel, equipment and gear as requested by CUSTOMER and agreed by OPERATOR on its written quotation or otherwise. The charges set forth on OPERATOR's written quotation are based upon information provided by CUSTOMER; if any such information proves to be inaccurate or incomplete, if CUSTOMER's actions cause delay and/or if the project otherwise requires additional time, personnel or equipment to be safely or efficiently accomplished, OPERATOR shall have the right to take additional time and/or employ such additional personnel, equipment and/or gear as OPERATOR deems necessary, and CUSTOMER shall pay for such additional time, equipment, gear and/or personnel at OPERATOR's current standard charges for the same. In addition, CUSTOMER may request additional equipment, gear and/or personnel from OPERATOR at any time, with all such additional equipment, gear and

personnel to be provided subject to the terms and conditions set forth herein.

E. OPERATOR's Warranties: CUSTOMER acknowledges that all equipment and gear provided shall be used and provided strictly on an as-is basis. OPERATOR warrants only that the equipment and gear it provides shall be in good working order and condition at the commencement of the project. CUSTOMER specifically waives all other warranties respecting the equipment and gear of OPERATOR and agrees that OPERATOR shall not be held to any other warranty whatsoever regarding its equipment and gear, express or implied, including, without limitation, any warranty that the equipment and gear is free from latent defect and/or any warranty of merchantability, fitness/suitability for any particular purpose/use and/or workmanlike service.

F. Liability and Indemnity: OPERATOR shall be liable only for the following matters:

1) loss/damage to its owned/leased crane(s) to the main hook up but not down;
2) bodily injury, illness and/or death of its employees to whom it issues paychecks; and
3) loss/damage to the goods being lifted/handled hereunder, as set forth in this Section.

Other than 1), 2) and 3), directly above, CUSTOMER shall be liable for, and agrees to indemnify and hold OPERATOR harmless (including legal fees and costs) from and against, any loss, damage, expense, claim, liability, suit, fine and/or penalty in any fashion arising out of or relating to the lift regardless of how caused. The foregoing specifically includes but is not limited to indemnification for the bodily injury, illness and/or death claims of CUSTOMER's employees and the employees of CUSTOMER's subcontractors, and to that end CUSTOMER agrees to waive any immunity from suit and/or exclusivity of remedy afforded under any workers compensation act or similar law. In no event shall OPERATOR be responsible for special or consequential damages of any type or nature whatsoever, even if the possibility of such damages may have been foreseeable.

33. DOCKAGE

Dockage is defined as the charge, calculated in accordance with this tariff, assessed against a vessel or barge berthing at or making fast to the OPERATOR's berth.

A. Free Dockage: Dockage will be included during loading and unloading operations only. See Schedule of Rates: Inclusion and Exclusion List (5).
B. Lay Berth Status: Vessels arriving at the OPERATOR's berth in advance of load and/or discharge schedule, may be permitted to dock at an idle berth if requested by the vessel's agent and/or CUSTOMER, subject to berth availability and approval by the OPERATOR. Dockage will not be charged for lay berth status approved by the OPERATOR.
C. Dockage for Vessel Convenience: Vessel's, who have completed their loading and/or unloading operations, are able to depart the berth, and request to remain at berth for CUSTOMER convenience, shall do so at the sole discretion of the OPERATOR and be assessed dockage of $2,500 per 24-hour period.

Dockage rates will commence at the end of the finishing shift and be assessed as

follows unless otherwise specified in this tariff. Rates in dollars per 24-hour period. For vessels that go over the 24-hour dockage period of up to one hour: an additional dockage period shall not be assessed when a vessel departs from the OPERATOR's berth within sixty (60) minutes of a subsequent dockage period after the final full period.

Example: Final Working Shift: Sun Night (1800 – 0300)

a) Vessel operations completed Mon 0130
b) 24-hour clock start Mon 0300
c) Vessel departs Wed 0400
   - 2 x 24-hr periods for a charge of $5,000
   - Vessel departed within (60) minutes of second 24-hr period end time of Wed 0300

D. Dockage Rates for Vessel Convenience Discount: Vessel's who are Shore Power capable and remain plugged from the completion of unloading and loading operations to berth departure will receive a 50% reduction to the $2,500 dockage fee.

E. Dockage Rates for Non-Convenience: Vessel's or barges unable to depart the OPERATOR's berth following loading and/or unloading operations will incur Dockage rates based on the rates, rules and regulations of the Northwest Seaport Alliance Terminals Tariff No. 300.

F. Vessels Required to Change Berth: Berthing of vessels or barges not engaged in loading or unloading cargo will be at the discretion of the OPERATOR, and then only with the expressed understanding that vessels or barges will move their position from place to place at wharf or leave wharf at discretion of the OPERATOR when berth is required for vessel or barge with or for cargo. Any vessel or barge, upon notice to move, which refuses or fails to move, may be shifted by tug or otherwise, by wharf agent, and any expenses, damages to vessel or barge, or other vessels or wharf during such removal, will be charged to Vessel or barge so moved.

34. FUEL SURCHARGE

When the average cost of diesel is in excess of $3.99 per gallon as reported by the US Department of Energy, a fuel surcharge will be assessed to the Carrier on a per lift basis. This charge will be re-evaluated on the first of each month, with the previous month's average diesel cost per gallon determining the fuel surcharge for the current month. The fuel surcharge is $2.00 per lift, empty or loaded, when the average diesel fuel cost per gallon is $4.00 or greater. An additional $1.00 per lift fuel surcharge will be assessed for every $0.50 per gallon increase in the diesel fuel cost based on the US Government fuel price for the West Coast less California region as published at the website:

https://www.eia.gov/petroleum/gasdiesel/

Price Per Gallon	Surcharge per Standard Lift
$3.99 or less	No charge
$4.00 - $4.49	$2.00
$4.50 - $4.99	$3.00
$5.00 - $5.49	$4.00
$5.50 - $5.99	$5.00

35. SCHEDULE OF RATES

A. STEVEDORE OPERATIONS					
1.	Throughput Rate per Full/Empty container (20', 40, and 45' only)			$495.00	per move
	53' Container Surcharge (additional) (Does not include per day Mafi rental fee in Section D) - Contact terminal for operational feasibility. Quote available upon request.				
2.	Transshipment (discharged and loaded at Terminal)			$495.00	per move
3.	Shift Differentials (additional):	Weekday	3rd Shift	$210.00	per move
		Weekend/Holiday	3rd Shift	$250.00	per move
4.	Each Container Restowed (Full or Empty): - Maximum of 25 restows per vessel call. If more than 25 restow moves are performed on a single vessel call then each container over 25 will be charged 2 moves.				
	A)	Cell to Cell		$340.00	per move
	B)	Cell/Dock/Cell		$495.00	per move
5.	Non Cellular Surcharge (additional)			$225	per move
6.	OOG with regular spreader+attachment			$265	per move
7.	OOG with e-gear:				Extra Labor
8.	Services not listed:				Extra Labor
9.	Extra Labor:	Detention or Extra Labor Gang Hour plus materials plus equipment plus 20%			
10.	DETENTION				
	Monday – Friday 1st Shift			$5,134.45	pr/gang hr
	Monday – Friday 2nd Shift			$5,986.80	pr/gang hr
	Weekend/Holidays 1st/2nd			$6,453.27	pr/gang hr
	Monday – Friday 3rd Shift			$6,959.39	pr/gang hr
	Weekend/Holidays 3rd Shift			$7,505.13	pr/gang hr
11.	EXTRA LABOR				
	Monday – Friday 1st Shift			$5,647.90	pr/gang hr
	Monday – Friday 2nd Shift			$6,585.32	pr/gang hr
	Weekend/Holidays 1st/2nd			$7,098.76	pr/gang hr
	Monday – Friday 3rd Shift			$7,654.75	pr/gang hr
	Weekend/Holidays 3rd Shift			$8,254.75	pr/gang hr

B. TERMINAL OPERATION				
1.	In-Yard Shifting/Rehandling/Genset or Chassis Handling		$160.00	per mv
2.	Handling Non-Containerized Cargo/Cargo with special handling/Bundling Flat Racks, stuffing/unstuffing gensets in containers or to/from flatbeds (or other CUSTOMER supplied equipment), care/custody/testing/resolving of 'At Risk' CUSTOMER reefer containers			Extra Labor
3.	Long Stay Container Rehandling Charge - Local import containers which have been available for 4 or more days and on the terminal for more than 10 calendar days will be charged a Long Stay Rehandling Charge. - Individual container free time will commence at 0700 following discharge. - $225 charge implemented on Day 11 - Additional $225 charge applied every 2 days beyond the first 10 free days Example o Day 1-10 Free. o Day 11: $225 o Days 13, 15, 17, 19….etc: $225 every 2 days		$225	per cntr
3.	Change of vessel / rolled container (each cntr set-aside shall be billed 2x plus target cntr)		$160.00	per cntr mv
4.	Expedited Delivery Program			
	Premount (Direct from vessel or to specific chassis)		$225.00	per cntr
	Premium Appointment Service (PAS)		$225.00	per cntr
5.	In Yard Drayage of containers/chassis/damaged equip (1 way)		$160.00	per dray
	Drayage between Terminals			Extra Labor
6.	Chassis / Flatracks			
	A)	Switch (Haz, Rfrs, OOG, FR, Tanks, trucker req, etc.)	$160.00	per switch
	B)	Daily Mounting Charge (Terminal owned chassis for the handling of Haz, Reefer, OOG, Tanks, Hides, etc.)	$65.00	per day
	C)	CUSTOMER must utilize trucker owned chassis or terminal chassis provider. - Miscellaneous chassis left at Terminal and tied to CUSTOMER shall be charged a daily fee.	$65.00	per day
	D)	Bundle/Unbundle Flatracks	$105.00	Per flatrack
	E)	Chassis left on the terminal by trucker (per day)	$40	Per day
7.	Hazardous Charges			
	A)	Removing placards:	$40	Per placard
	B)	Affixing placards:	$40	per placard
	C)	Individual placard fee(Husky provided)	$25	Per placard
	D)	Misdeclared Hazardous Charge	$400	per container (1st offense)

			$1250	(2nd offense)
	E)	Hazardous/DG Handling Surcharge 1) Class 1 Subject to acceptance by Terminal and Tacoma Fire Dept 2) Class 2 2.1, 2.3 $225 2.2 $225 3) Class 3 $225 4) Class 4 $225 5) Class 5 $225 6) Class 6 $225 7) Class 7 Subject to acceptance by Terminal and Tacoma Fire Dept 8) Class 8 $225 9) Class 9 $125		
8.	Callout to close doors only, found to be open on a container arriving at the gate, vessel or rail.		$75	Per container
9.	Placing/removal of Seals (non-inspection related)			
	A)	Standard cable or bolt seals	$125.00	per seal
	B)	Warlock or Specialty Seals	$175.00	per seal
10.	Manual change of information / system updates - Upon request – per Booking/BL/Equipment Mastering/hazardous DG/status/holds		$85	per booking/BL
11.	Container Weight		$300.00	per container
	A)	Weighing of Container This charge accounts for the handling to mount, dray and restow of a container to get a weight on the scale at Husky Terminal.	$300.00	per container
	B)	Mis-declared Container Weight	$500	per container
12.	Gate moves in excess of 1.0 x Vessel Moves for the current month per container			
	A)	Full/Empty Container	$160.00	gate mv
	B)	Bare Chassis	$160.00	gate mv
13.	Third Gate / Non Vessel Gate Moves (Full or Empty)		$160.00	per gate move
14.	Late Gate Fees / Early Gate Fee for acceptance before ERD		$160.00	per gate move
15.	Train Gate (associated with a Vessel move) NIM only		$160.00	per move
16.	OOG Gate Handling Charge - All OOG loads (both import and export) will be assessed a gate handling fee. Gate charges will be due prior to delivery of the import or acceptance of the export. Gate charge covers daily chassis mounting.			
	A)	Over Height Surcharge 0 – 5 ½” No charge 6” – 66” $400 (Speed Loader) Over 66” $1375 (e-gear/other specialty lift equipment)		per move
	B)	Over Width Surcharge 0 – 18” No charge Over 18” $1375 (e-gear/other specialty lift equipment)		per move

	C)	Over Length Surcharge Able to use Speed Loader $400 Requires e-gear $1375 (e-gear/other specialty lift equipment)			per move
17.	Train Gate (non Vessel move)			$160.00	per move
18.	Inspections and/or Photos				
		Government / Third Party Inspections		$450.00	per cntr/insp
		Visual inspections(Does not include required rehandles)		$150	Per cntr
		Visual inspections w/ photos taken (Does not include required rehandles)		$175	Per cntr
		Photos taken as a part of any other work request (photo's will be charged per container, chassis or individual piece of equipment photographed) • Billed based on time pert M&R Regular(straight) time hour		¼ hr	Per piece of equipment
19.	Refrigerated Container (additional):				
	A)	Plug/Unplug in the yard (min 2 events)		$110.00	per event
		Plug/unplug on the vessel (min 1 event)		$110.00	per event
	B)	Monitoring and Electricity		$130.00	per day
	C)	Genset Fueling - Genset fueling is billed at cost of fuel + 20% as well as 1/4 hr gearman time		¼ hr	Gearman time
20.	Storage				
	A)	Empty Container Allowance:	Daily allowance billed monthly is 1.0 x the FULL discharge/load per previous 3 months.		
		Daily penalty for excess TEU empty containers:		$5.50	per TEU day
	B)	Genset allowance:	20 gensets per Carrier per day		
		Daily penalty for excess gensets:		$135.00	per day
	C)	Bundled Chassis		$60	per day
	D)	IMPORT/Transshipment/Domestic daily Storage:		Per container	
		LOCAL Import/Transshipment/Domestic daily Storage: - 4 free working days (Free time will commence at 0700 following discharge)		$80 per day (Days 1 – 5) $160 per day (days 6 – 10) $240 per day (days 10+)	
		RAIL Import: 7 free calendar days (Day of interchange +6 days) - Interchange day for rail refers to the day the containers are discharged from the vessel and into the rail staging area.		$80 per day (Days 1 – 5) $160 per day (days 6 – 10) $240 per day (days 10+)	
	E)	EXPORT daily Storage:			
		LOCAL Export: 7 free calendar days (Day of interchange +6 days)		$80 per day (Days 1 – 5) $160 per day (days 6 – 10) $240 per day (days 10+)	
		RAIL Export: 7 free calendar days (Day of interchange +6 days) - Interchange day for rail refers to the day the containers are discharged from the NIM and into the Husky rail staging area.		$80 per day (Days 1 – 5) $160 per day (days 6 – 10) $240 per day (days 10+)	

	F)	Damage equipment (after 14 days of notification and/or repair estimate)	$60.00	per day
21.	Services not listed:			Extra Labor
22.	Extra Labor:	Actual mn-hrs at mn-hr rates + equip. rental rates + materials + 20%		
23.	Admin Charge associated with collection of 3rd party vendor work		$110	Per invoice
24.	Disruption Surcharge - Husky reserves the right to assess a surcharge as a result of disruption and/or congestion due to factors beyond Husky Terminals control, such as but not limited to, longshore strikes, trucking strikes or weather conditions which affect the entire port area or a substantial portion thereof.			

C. MAN-HOUR RATES:	Weekday			Overtime	
Classification	1st Shift	2nd Shift	3rd Shift	1st/2nd OT	3rd OT
Key Foreman	$344.91	$395.75	$491.99	$421.20	$522.52
Crane Operator	$321.06	$348.29	$511.93	$372.15	$538.06
Gearman or Mechanic	$240.28	$285.11	$374.01	$307.50	$400.92
H.E. Driver	$235.08	$278.64	$365.23	$300.43	$391.38
UTR Driver	$162.12	$201.35	$232.81	$221.00	$256.34
H/Tender, W/Driver	$189.72	$228.98	$284.07	$248.59	$307.63
Basic Longshore	$153.00	$189.24	$218.23	$207.35	$240.02
Supercargo	$295.19	$338.73	$477.05	$360.51	$503.21
Floor Runner, CTD	$258.44	$300.57	$409.68	$321.64	$434.95
Basic Clerk	$153.00	$189.24	$218.23	$207.35	$240.02
Management	$256.59	$256.59	$428.46	$256.59	$482.35
Security	$169.44	$204.13	$236.17	$220.80	$262.02

D. EQUIPMENT RENTAL RATES (EXTRA LABOR ITEMS ONLY)		
Yard hustler (Tractor)	$40	
Tophandler	$325	
Forklift (capacity over > 15,000)	$135	
Forklift (capacity up to < 15,000)	$100	

Transtainer/Rubber-Tire Gantry Crane	$367.19	
Yard Chassis (Bomb Cart)	$50	
Yard Chassis (Mafi)	$200	Per day rate
Straddle Carrier	Port Tariff	
Gantry Crane (STS)	Port Tariff	

. MAINTENANCE AND REPAIR RATES				
1.	Mechanic Hourly Labor Rates			
	A)	Regular (straight) time hour	$224.00	
	B)	Overtime (OT) hour	$282.00	
	C)	Double Time (DT) hour	$340.00	
2.	Container Flat Rates *			
	A)	Sweep Out Only	$56.00	¼ hr
	B)	Wash Out, Water Only	$112.00	½ hr
	C)	Wash Out with Soap & Chemicals	$112.00	½ hr
	D)	Steam Clean with Chemicals	$224.00	1 hr
3.	Reefer Flat Rates *			
	A)	Reefer Pre-Trip (Full)	$224.00	1 hr
	B)	Reefer Pre-Trip (Short)	$112.00	½ hr
	C)	Reefer Calibration (Set Temp)	$56.00	¼ hr
	D)	M-G Set PTI(Genset PTI)	$112.00	½ hr
	E)	M-G Set Installing(Genset Mount/Dismount)	$112.00	½ hr
	F)	Pre-Cool for Chilled Cargo	$112.00	½ hr
	G)	M-G Set Hook-up and Start(Genset plug/unplug)	$81.39	4/10 hr

The cost for maintenance, repair or other related services not stipulated on this Schedule of Rates is calculated by actual working hour and hourly rate and as submitted by written estimate.		
4. Charge for Estimate without Repair being Performed	$112.00	½ hr
5. Materials supplied shall be charged at cost plus 20%		
6. Genset fueling is billed at cost of fuel plus 20% as well as 1/4 hr gearman time.	$56.00	¼ hr
*Flat rates are quoted at the ST rate		
*Flat rate jobs during OT hours will be invoiced at the OT rate		

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THE CONTAINER THROUPUT RATE

STEVEDORING OPERATIONS	Included
STEVEDORING COSTS:	
Longshore and Clerks Straight Time Labor	Yes
Man Hour Assessments	Yes
Insurance and Taxes	Yes
Lap Hours	Yes
Equipment Including Gantry Cranes	Yes
Supervision	Yes
Fuel and Electricity (Terminal Equipment Only, excl Shorepower/AMP)	Yes(15)
Overtime Differentials:	
2nd Shift	Yes
1st/2nd Shift OT	Yes
3rd Shift / 3rd Shift OT	No
Standby/Detention/Deadtime	
Standby for labor	No
Standby for government agencies	No
Standby outside of Operator control (weather, power failure, etc.)	No
Standby for arriving vessel	No
Standby for vessel related items(stack gas, gangway net, bad cones, vessel gear, etc.)	No
Standby for crane down time	No
Standby for Flying (5-high, non-auto twist lock vessels only)	No(1)
Standby for labor disputes/work stoppages	No
Standby for change in operation or stow by carrier	No
Standby for Time in Lieu Claim	No
Standby for Shore Power after hook up	No(2)
Minimum Time (No work provided- NWP)	No
PMA Tonnage Assessments (CARRIER pay PMA direct)	No
STEVEDORING ACTIVITIES:	
Handling of ISO Containers	Yes
Lashing and Unlashing Containers	Yes
Initial Covering and Uncovering	Yes
Stacking in Container Yard	Yes
Boom Up/Down	Yes (3)
Transport to/from Vessel	Yes
Handling OH/OW cntrs providing cntrs can be lifted with fitted extension	No
Line Handling	No
Handling Damaged Cargo	No
Handling Breakbulk Cargo	No
OTHER STEVEDORING COSTS:	
Wharfage	Yes (4)
Dockage	Yes (5)

TERMINAL OPERATIONS	Included
TERMINAL COSTS:	
Longshore and Clerks Straight Time Labor	Yes
Man Hour Assessments	Yes
Insurance and Taxes	Yes
Lap Hours	Yes
Equipment (Terminal)	Yes
Vanning and Devanning	No
Reefer Services, Maintenance & Repairs	No
Mechanics Inspection of Equipment	No
Receiving and Delivery of Non-Containerized Cargo	No
Maintenance and Repair Services	No(6)
Overtime Receiving and Delivery	No
Terminal Utilities Excluding Reefer Electricity	Yes

On Terminal Chassis Usage	No
TERMINAL ACTIVITIES:	
Receive & Deliver	Yes(7)
Gate Moves: 1.5 x vessel moves per current month per TEU, billed monthly	Yes
Mounting/Dismounting from Road Transport (excl OOG, non cntr, damaged)	Yes
Stacking in Container Yard	Yes
Rehandling in Yard	No
Container grounding/mounting requests	No (8)
Flips/Switches	No (9)
Security	Yes
Equipment Storage	Yes (10)
Roadability	No
Computer Services Including:	Yes
Inventory Reporting:	
Interchange Documentation as agreed between lines and the contractor	
EDI Interchange of Booking,	
AMS, Stowage and Equipment Information	
OTHER PORT CHARGES:	
Demurrage / Storage	No (11)

(1) Flying for the purpose of releasing twist locks above the 5 high position on vessels without auto twist locks will be excluded.

(2) Standby for Shore Power will be excluded for delays following the hook up of Shore Power by the Port of Tacoma

(3) Subject to a maximum of 2 up/down per shift, per crane

(4) Wharfage for breakbulk cargo/ non-containerized cargo is not included in the throughput rate. Carrier responsible for submitting exception data to the Port.

(5) Dockage included during loading/discharge operations only.

(6) CUSTOMERS contract directly with on-Terminal M&R vendor.

(7) Receiving and delivery gates will be in operation from 0800 to 1200 and from 1300 to 1700 (1800 if Terminal gates are extended to 1800 at OPERATOR'S option) on first shift Monday through Friday, excluding ILWU holidays. Cost of overtime gate billed at Extra Labor to be shared by participating CUSTOMERS based on percentage of gate moves handled during overtime gate.

(8) Container grounding or mounting requests at the request of the Carrier are billable items.

(9) Flips-Flip charges for wheeled cargo i.e., OOG, Haz Mat, Reefer, Flat Racks, Tanks and Trucker requested switches i.e., flip on to Carrier leased chassis or trucker owned chassis are billable. Terminal operator will distinguish invoices for the flips performed. Flips that occur due to terminal operator convenience shall not be billable.

(10) CONTRACTOR shall grant free storage for CARRIER'S empty containers regardless of booking status expressed as the allowable number of empty storage days per month based on 1.0 times the average monthly FULL discharge and FULL load. The allowable monthly storage days will be determined each month in advance, using the monthly average of the carriers' prior 3 months Full Import containers discharged plus Full export containers loaded.
Contractor will invoice each individual carrier for excess storage days used above the allowance on a monthly basis at the end of each calendar month. Storage rate for storage days in excess of the monthly allocation per rate sheet. Excess Gensets, damaged Containers and damaged Carrier owned/leased chassis subject to storage fees.

(11) Demurrage shall be collected by CONTRACTOR, CONTRACTOR shall forward CARRIER's demurrage fees less the Husky Terminal Tariff demurrage fees less 10% of the CARRIER's demurrage fees. If CARRIER waives/extends/guarantees Free Time, CARRIER still owes Port demurrage.

(12) All Government inspection fees are based on straight time (ST). Any additional Government costs i.e., Overtime or additional manning due to non ST hours including any equipment/material fees, billed to OPERATOR shall be for the account of the CUSTOMER. If Government inspected container drays out prior to Customs notifying the OPERATOR, CUSTOMER remains responsible for Government Inspection fees.

(13) CUSTOMER is responsible for all payable Time in Lieu and Lost Work Opportunity claims related to CUSTOMER actions that may be filed against OPERATOR. OPERATOR will advise CUSTOMER of such claims and provide an opinion regarding a response. CUSTOMER agrees to abide by any outcome from PMA/ILWU labor relations processes.

(14) CUSTOMER is responsible for all costs associated with actual and reported hazardous response(s) and clean up as long as the response is not caused by OPERATOR.

(15) Fuel is included provided the average monthly rate is less than $4 per gallon. Should the monthly average be exceeded, a fuel surcharge will apply per the Husky Schedule H Terminal Tariff (Sec 34).

36. SHORE POWER SERVICES

36.1 GENERAL

OPERATOR shall:

A. Provide Shore Power Services as described below in Section 34 (hereinafter "SPS") and other related terminal services as needed, for vessels operated or controlled by CUSTOMER at the Terminal.

B. Provide access to Shore Power Outlets ("SPO's") and electrical power as made available and as supplied by the local utility provider, as mutually agreed between the parties hereto from time to time, for efficient terminal operations.

C. Be available to support SPS 24 hours per day and 7 days per week in accordance with the Northwest Seaport Alliance (hereinafter "NWSA") and the NWSA Terminals Tariff No. 300 at rates set forth in the Schedule of Rates.

D. Comply with vessel commissioning requirements as set for the and required from time to time by the NWSA and any other authority having jurisdiction therefore as applicable.

E. Coordinate vessel connection and disconnection timing via the Northwest Seaport Alliance Operations Service Center as outlined in the Northwest Seaport Alliance Tariff Item 149.100.

F. If CUSTOMER requires and OPERATOR agrees in separate writing, provide adequate space to store CUSTOMER'S owned/leased mobile Shore Power container that houses the necessary the CUSTOMER owned and maintained transformer and cable management system ("SPC") and the Carrier owned/dedicated SPC roadworthy chassis at rates set forth in the Schedule of Rates

1. When required, dray SPC on Carrier owned/dedicated roadworthy chassis and load SPC to vessel dedicated position utilizing necessary shoreside labor and equipment.
2. When required, utilize necessary shoreside labor and equipment to discharge SPC to Customer owned/dedicated roadworthy chassis for storage on Terminal.

G. Make all reasonable efforts to comply with NWSA Tariff Item 149.000

H. Comply with NWSA Tariff Item 149.100 regarding the billing of all associated fees to CUSTOMER.

I. OPERATOR shall provide necessary documentation as required by CUSTOMER to settle associated Shore Power expenses.

CUSTOMER shall:

A. Notify OPERATER of all Shore Power capable vessels 72 hrs prior to vessel arrival. Shore Power capable vessels are defined under NWSA Tariff 149.000.

B. Make every effort to coordinate the necessary CUSTOMER employees, crew members, agents, vendors, etc. to comply with NWSA Tariff 149.000 herein.

C. Be responsible for lining up vessel along berth and in line with the SPO marker. Any delays or costs associated with CUSTOMER'S inability to properly line up vessel with the SPO shall be for the account of the CUSTOMER.

D. Maintain a dedicated SPC position on vessel that must be void of any cargo or container prior to berth arrival.

E. Regularly train ship's crew on Northwest Seaport Alliance's Shore Power procedures and obligations.

F. Provide SPC a dedicated roadworthy chassis. Both of which will be stored on Terminal per OPERATOR'S discretion and subject to fees on the Schedule of Rates.

G. In the event the SPC requires power during storage, configure SPC plug to meet Terminal's refrigerated (reefer) outlet standards. CUSTOMER shall be responsible for daily fees.

H. Assume financial responsibility for and reimburse OPERATOR on demand for any costs attributable to any operational delays resulting from failure of vessel personnel, employees, agents, vendors, subcontractors and/or vessel equipment to act or to provide service when required and any fines, penalties or assessments howsoever imposed upon OPERATOR for any such delays.

I. Comply with vessel commissioning requirements as set forth and required from time to time by the NWSA or any other authority having jurisdiction therefor.

J. Notify NWSA of CUSTOMER'S Shore Power procedures and requirements, if different from the standard handling practices described in Tariff 149.100.

K. Designate as an Emergency Event, any instance whereby SPS are not feasible due to inclement weather or the like.

L. Have the ultimate authority to terminate SPS in order to secure the safety of the vessel crew and its assets.

36.2 MAINTENANCE AND REPAIR OF SHORE POWER CONTAINER

CUSTOMER shall be solely responsible for the maintenance and repair ("M&R") of the CUSTOMER SPC housed at Terminal. CUSTOMER shall dray the SPC off dock for all M&R related activities related thereto. OPERATOR assumes no responsibility for the condition, loss or damage of and safekeeping of the Shore Power container, chassis or SPC beyond providing storage space therefor. CUSTOMER shall be solely responsible for any action such as fines and/or penalties by the NWSA imposed upon CUSTOMER or OPERATOR in the event that M&R work prevents CUSTOMER Shore Power qualified ships from connecting to Shore Power at the Terminal and/or meeting any targets.

36.3 ELECTRICITY

Shore Power Electricity Rates will be set by Tacoma Power per Tacoma Municipal Code 12.06.0372. Tacoma Power will adjust rates every April 1st, per their own rate schedule. Rates will be billed on a per kWh basis for the duration the CUSTOMER'S vessel is connected to Shore Power.

Example Calculations

VESSEL ONE		**VESSEL TWO**	
LOAD	1.5 MW	**LOAD**	3MW
DURATION	36 hours	**DURATION**	48 hours
kWh	54000	**kWh**	144000
Cost / kWh	0.131683	**Cost / kWh**	0.131683
TOTAL	$7,110.88	**TOTAL**	$18,962.35
DISCOUNT	1.8%	**DISCOUNT**	1.8%
TOTAL COST	$6,982.89	**TOTAL COST**	$18,621.03

37. SHORE POWER RATES

The total cost of electricity, connection/disconnection services and all associated fees, taxes and charges of any kind as invoiced to OPERATOR by Tacoma Power and NWSA shall be for the account of CUSTOMER as applicable, as reasonably determined by OPERATOR, plus 20% markup on said costs.

A. SHORE POWER				
1.	Shore Power Charges			
	a)	Connection / Disconnection	NWSA Tariff 149.100	
	b)	Electricity (Per Tacoma Power Municipal Code 12.06.0372)	Code 12.06.372	per kWh
2.	SPC Storage (SPC and Chassis)		$35	per day
	a)	Plug/Unplug of stored SPC	$90	per event
	b)	SPC Container Power and Monitoring Fee	$110	per day