BEFORE THE FEDERAL MARITIME COMMISSION
WASHINGTON, D.C.

BAL CONTAINER LINE CO., LIMITED Complainant, vs. SSA MARINE TERMINAL, SSA TERMINALS (PIER A), LLC SSA CONTAINERS, INC. Respondents.	X : : : : : : : : : : X	FMC Docket No. 23-11

VERIFIED AMENDED COMPLAINT

Complainant BAL CONTAINER LINE CO., LIMITED ("Bal Container" or "Complainant"), by and through its undersigned attorneys, respectfully files this Verified Amended Complaint against Respondents SSA MARINE TERMINAL, SSA TERMINALS (PIER A), LLC and SSA CONTAINERS, INC. (collectively, "SSA" or "Respondents") pursuant to 46 U.S.C. Section 41301 to seek reparations for injuries to Complainant caused by Respondents' violations of the Shipping Act of 1984, as amended, 46 U.S.C. Sections 40101 *et seq.* (the "Shipping Act"), alleged herein., and states as follows:

COMPLAINANT

1. Complainant Bal Container Line Co., Limited is a relatively small vessel operating common carrier with a principal place of business located at Office No. 2, 20/F, 135 Bonham Strand Centre, 135 Bonham Strand Sheung Wan, Hong Kong. Bal Container Line Co., Limited maintains an email address of qingzhi.liu@bal.cn.

RESPONDENTS

2. Upon information and belief, Respondent SSA Marine Terminal is a Delaware limited liability company with its principal place of business located at 1131 SW Klickitat Way, Seattle, WA, 98134. Upon information and belief, Respondent SSA Containers, Inc. is a Washington corporation with its principal place of business located at 1131 SW Klickitat Way, Seattle WA, 98134. Upon information and belief, SSA Marine Terminal and SSA Containers, Inc. were acting by and through their agent SSA Terminals (Pier A), LLC. Upon information and belief Respondent SSA Terminals (Pier A), LLC is a Delaware limited liability company with its principal place of business located at 1131 SW Klickitat Way Seattle, WA 98134. These three entities are referred to as "SSA" or "Respondents" herein. Upon information and belief, SSA maintains an email address of Tom.Hsue@SSAMarine.com. According to its website, Respondents operate "a global enterprise spanning more than 250 operations across five continents" and are "one of the largest privately owned marine terminal and rail yard operators in the world."[1]

3. During the COVID-19 pandemic, as alleged herein, Respondents took advantage of price inflation in the container shipping sector and unfairly exploited its customers. Consequently, Respondents' profits surged considerably, while ocean carriers, shippers, and the broader public in the U.S. had to shoulder the increased freight costs in the form of cost increases. This profiteering was particularly damaging to Complainant.

[1] chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.ssamarine.com/wp-content/uploads/2019/10/SSA-Marine-Capabilities-Brochure_October-2019.pdf

4. Upon information and belief, Respondents engaged in the discriminatory and unjust practice of charging smaller carriers, such as Complainant, additional fees, which were not heard of from the larger ocean carriers.

5. In addition, at least a substantial majority of the congestion surcharges at issue in this case, assessed by Respondents to Complainant, were assessed for periods of time in which Complainant's or the consignees' ability to pick up containers at the ports was either constrained due to circumstances outside the control of Complainant or stemmed from Respondents' unilateral decision to place the subject containers in inaccessible locations at its terminal facilities.

6. Upon information and belief, Respondents have profited greatly from the conduct alleged herein.

7. Respondents are and were at all times pertinent to this Complaint a marine terminal operator within the meaning of the Shipping Act, 46 U.S.C.S. § 40102(15), subject to regulation by the Federal Maritime Commission.

JURISDICTION & LEGAL AUTHORITY

8. The Commission has jurisdiction over this Verified Complaint pursuant to 46 U.S.C. § 41301 because it alleges violations of the Shipping Act of 1984, 46 U.S.C. Sections 40101 *et seq*. alleged herein.

9. The Federal Maritime Commission has subject-matter jurisdiction over this dispute pursuant to the Shipping Act, 46 U.S.C.S. § 40101 *et seq*.

10. The Federal Maritime Commission has jurisdiction over SSA as a "marine terminal operator" within the meaning of the Shipping Act, 46 U.S.C.S. § 40102(15).

11. SSA's actions alleged herein constitute failures by SSA to "establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property" in violation of the Shipping Act, including 46 U.S.C.S. § 41102(c) and Section 545.4 of the Code of Federal Regulations.

FACTUAL ALLEGATIONS

12. In August 2021 Bal Container entered into four vessel specific agreements with SSA for terminal services.

13. The agreement pertaining to Vessel Santiago was entered into in July 2021. The agreements pertaining to Vessels CONSTANTINA and TS MANILA were entered into in August 2021 and September 2021, respectively. The agreement pertaining to Vessel CSL SANTA MARIA 1242E was entered into in January 2022, (collectively the "Agreements"). A true and correct copy of the Agreements are attached hereto as Exhibits A – D and are hereby incorporated by reference.[2]

14. Per the Agreements, SSA was to provide terminal services to Bal Container at Pier A, Long Beach California.

15. Four vessels of Bal Container called at SSA's terminal in Long Beach between August 2021 and December 2021.

16. On November 22, 2021 SSA issued four invoices to Bal Container (9430013106, 9430013105, 9430013108, 9430013107) for a total of $4,293,400 for congestion

[2] Two of the contracts expired by their own terms within 10 days after the vessel's departure, and one of them provides for expiration within 7 days of departure. None of the contracts includes a clause providing for the continued application of a congestion surcharge fee after the expiration of the contracts. Despite this expiration, Respondents appear to wrongfully maintain that the congestion surcharges applied *after* the expiration of the applicable contracts.

surcharge fees. A true and correct copy of the invoices are attached hereto as Exhibits E - H and are hereby incorporated by reference.

17. On January 2, 2022 SSA issued five invoices to Bal Container (9430013584, 9430013587, 9430013583, 9430013586, 9430013588) for a total of $4,556,000 for congestion surcharge fees. A true and correct copy of the invoices are attached hereto as Exhibits I-M and are hereby incorporated by reference.

18. The total congestion surcharge fee imposed on Bal Container was $8,849,400, stemming solely from the calls of four vessels from August 2021 to December 2021.

19. Invoice 9430013105 corresponds to 1,043 containers that arrived at Pier A in Long Beach, California on August 11, 2021, August 21, 2021, and August 22, 2021. After applicable free time, all containers that remained at SSA's terminal were charged $100 per day, per container, by SSA, solely as a congestion surcharge. The total amount charged for invoice 9430013105 is $953,500.

20. Invoice 9430013106 corresponds to 624 containers that arrived at Pier A in Long Beach, California between August 28, 2021 and October 5, 2021. After applicable free time, SSA charged a congestion surcharge of $100 per day, per container, for each container. The total charged for invoice 9430013106 is $964,600.

21. Invoice 9430013107 corresponds to 1,001 containers that arrived at Pier A in Long Beach, California between September 14, 2021 and September 22, 2021. After applicable free time, SSA charged a congestion surcharge of $100 per day, for each container. The total charged for invoice 9430013107 is $1,375,400.

22. Invoice 9430013108 corresponds to 714 containers that arrived at Pier A in Long Beach, California between October 6, 2021 and October 9, 2021. After applicable free

time, SSA charged a congestion surcharge of $100 per day, for each container. The total charged for invoice 9430013108 is $999,900.

23. Invoice 9430013583 corresponds to 6 containers that arrived at Pier A in Long Beach, California on August 11, 2021 and August 21, 2021. After applicable free time, SSA charged a congestion surcharge of $100 per day, for each container. The total charged for invoice 9430013585 is $51,700.

24. Invoice 9430013586 corresponds to 40 containers that arrived at Pier A in Long Beach, California between September 14, 2021 and September 16, 2021. After applicable free time, SSA charged a congestion surcharge of $100 per day, for every container. The total charged for invoice 9430013586 is $237,800.

25. Invoice 9430013588 corresponds to 1,215 containers that arrived at Pier A in Long Beach, California between October 24, 2021 and October 26, 2021. After applicable free time, SSA charged a congestion surcharge of $100 per day, for every container. The total charged for invoice 9430013586 is $3,035,900.

26. On information and belief, Invoice 9430013584 and 9430013587 applied the same congestion fee charge of $100 per container per day totaling $1,230,600.

27. SSA's sole justification for the $100 per day per container congestion surcharge was a single line to Bal Container, which stated: "[i]n the event Carrier or Consignees fail to remove the containers within the free time allowed, Carrier agrees to pay 100% demurrage per the Port Tariff ***plus an extra $100 per unit per day for terminal congestion fee.***" (emphasis added).

28. At no time did SSA tell Bal Container what the purpose of the congestion surcharge was, what the triggering event was, what ending date or event would potentially end

the fee, how the fee would help to alleviate congestion, or any other relevant required information.

29. Based upon the foregoing, SSA failed "to establish, observe, and enforce just and reasonable regulations and practices relating to or connected with receiving, handling, storing, or delivering property" of Bal Container, which proximately caused Bal Container's loss, in violation of the Shipping Act, including 46 U.S.C.S. § 41102(c).

30. As alleged herein and in violation of the Shipping Act, including 46 U.S.C.S. § 41102(c), SSA assessed Bal Container for congestion fees that were of no fault of Bal Container, and even egregiously continued to assess Bal Container congestion fees despite certain containers being placed by SSA in "inaccessible" areas at its terminal.

31. These charges are inconsistent and/or did not comply with all applicable provisions and regulations, including without limitation section 41102(c) of the Shipping Act and part 545 of title 46, Code of Federal Regulations (or successor regulations).

32. Part 545 of the Code of Federal Regulations offers interpretations and statement of policy. Section 545.4 interprets 46 U.S.C. 41102(c) to require the following elements in order to establish a successful claim for reparations for "unjust and unreasonable practices."

> (a) The respondent is an ocean common carrier, marine terminal operator, or ocean transportation intermediary;
> (b) The claimed acts or omissions of the regulated entity are occurring on a normal, customary, and continuous basis;
> (c) The practice or regulation relates to or is connected with receiving, handling, storing, or delivering property;
> (d) The practice or regulation is unjust or unreasonable; and
> (e) The practice or regulation is the proximate cause of the claimed loss.

33. At all times relevant to this claim, SSA was and presently is a marine terminal operator.

34. The unreasonable and unjust congestion fee charges issued to Bal Container occurred on a normal, customary and continuous basis from August 2021 to December 2021 in the uniform amount of $100 per container per day.

35. The congestion fee charges relate to receiving, handling, storing or delivering property. Specifically, the congestion fee charge is related to SSA's handling of Bal Container's vessels and containers.

36. The congestion fee charge is unjust and unreasonable because it does not serve to address the issue of congestion and it imposed a burden on Bal Container Line. Congestion is not alleviated through a flat indiscriminate charge.

37. The congestion fee charge is unjust and unreasonable because SSA never explained the congestion charge nor how it alleviates congestion. Rather, the congestion fee charge is a mere *one sentence* that states, "[i]n the event Carrier or Consignees fail to remove the containers within the free time allowed, Carrier agrees to pay 100% demurrage per the Port Tariff ***plus an extra $100 per unit per day for terminal congestion fee***." (emphasis added).

38. The congestion fee charge is unjust and unreasonable because the mere one sentence notice does not contain the required information in order for it to be "clear and definite".

39. The congestion fee charge is unjust and unreasonable because SSA continued to charge for congestion despite placing Bal Container's containers in an "inaccessible" area in the terminal.

40. The congestion fee charge is unjust and unreasonable because it is not clear and definite as is required by the Federal Maritime Commission. To be clear and definite, the purpose of the surcharge must be clearly defined. The event or condition that both (1) trigger and (2) would terminate the surcharge must be clearly identified. Otherwise, the Commission can initiate enforcement actions for improperly established tariffs. As mentioned above, SSA's congestion fee charge did not state a purpose. The triggering event that would terminate the charge was also not clearly identified. SSA cannot and will not be able to say that a single sentence satisfies the legal requirements.

41. Importantly, SSA's congestion fee charge does not clearly identify any Tariff that states the congestion charge.

42. Respondents have wrongly seized eighteen containers leased by Bal Container, in an effort to try and pressure Bal Container into paying the unjust and unreasonable congestion surcharge bills in violation of section 41102(c) of the Shipping Act.

43. Respondents have wrongly seized $2,336,840.84 in money owed to Bal Container, provided by Bal's agent Norton Lilly, in an effort to try and pressure Bal Container into paying the unjust and unreasonable congestion surcharge bills in violation of section 41102(c) of the Shipping Act.

44. Respondents have wrongly seized roughly $5,400,000 in demurrage fees owed to Bal Container, collected by SSA on Bal Container's behalf, in an effort to try and pressure Bal Container into paying the unjust and unreasonable congestion surcharge bills in violation of section 41102(c) of the Shipping Act.

45. The congestion fee charge is the proximate cause of the loss Bal Container suffered in an amount no less than $8,849,400.

CAUSATION

46. As set forth above, as a direct and proximate result of SSA's aforementioned violations of the Shipping Act, 46 U.S.C.S. § 40101, *et seq*., Bal Container has sustained actual injuries and damages.

47. As a direct and proximate result of SSA's aforementioned violations of the Shipping Act, SSA wrongfully and unreasonably charged Bal Container $8,849,400 for congestion fees for containers unremovable from the port.

48. As a direct and proximate result of SSA's aforementioned violations of the Shipping Act, SSA wrongfully and unreasonably seized eighteen containers leased by Bal Container

49. As a direct and proximate result of SSA's aforementioned violations of the Shipping Act, SSA wrongfully and unreasonably seized $2,336,840.84 in money owed to Bal Container, provided by Bal's agent Norton Lilly.

50. As a direct and proximate result of SSA's aforementioned violations of the Shipping Act, SSA wrongfully and unreasonably seized approximately $5,400,000 in demurrage fees owed to Bal Container, collected by SSA on Bal Container's behalf.

51. Pursuant to the Shipping Act, 46 U.S.C.S. § 41305, Bal Container is entitled to reparations for the injuries SSA caused to Bal Container due to SSA's aforementioned violations of the Shipping Act.

DAMAGES

52. Bal Container has sustained actual injuries and damages of at least $8,849,400 as a direct and proximate result of SSA's aforementioned violations of the Shipping Act, 46 U.S.C.S. § 40101, *et seq*.

PRAYER FOR RELIEF

53. Complainant respectfully requests that Respondents be required to answer the charges made in this Complaint and that, after a hearing, the Federal Maritime Commission order Respondents:

a. To cease and desist from violation of the Shipping Act;

b. To put in place lawful and reasonable practices;

c. To strike the above mentioned invoices;

d. To pay Complainant reparations for the unlawful conduct alleged herein in an amount to be proven pursuant to 46 U.S.C. Section 41305, with interest pursuant to 46 U.S.C. Section 41305(a), Complainant's reasonable attorneys' fees as "the prevailing party" pursuant to 46 U.S.C. Section 41305(e);

e. To pay double reparations under 46 U.S.C. Section 41305(c) as a result of Respondents' retaliatory conduct

f. That the Federal Maritime Commission makes any further orders as it determines to be proper.

HEARING REQUESTED

54. Complainant respectfully requests oral argument/hearing on this matter and further requests that the hearing be held in Long Beach, California.

Respectfully submitted this 7th day of December, 2023.

KEESAL, YOUNG & LOGAN

BRYCE M. CULLINANE, CASB No. 307079
bryce.cullinane@kyl.com
SHAHED ABUALSAMEN, CASB No. 345359
shahed.abualsamen@kyl.com
A Professional Corporation
400 Oceangate, Suite 1400
Long Beach, California 90802
Telephone: (562) 436-2000
Facsimile: (562) 436-7416
Attorneys for Complainant
BAL CONTAINER LINE CO., LIMITED

VERIFICATION

I, Liu Qingzhi, am the Owner's Representative of Complainant Bal Container Line Co., Limited. I have read the foregoing Verified Amended Complaint and believe, to the best of my knowledge, information, and belief, including information received from others, that the facts stated therein are true and correct. I declare under penalty of perjury that the foregoing is true and correct. Executed on December 05, 2023.

Dec. 05, 2023

EXHIBIT A

TERMINAL AND STEVEDORING SERVICES AGREEMENT

CARRIER	CONTRACTOR
NAME : BAL Container Line Co., Ltd. ADDRESS : Unit 503, 5/F Silvercord Tower 2, 30 Canton Rd, Tsim Sha Tsui CITY, STATE : Hong Kong, China CONTACT : TELEPHONE : FACSIMILE : E-MAIL :	NAME : SSA Terminals (Pier A), LLC ADDRESS : 1131 SW Klickitat Way CITY, STATE : Seattle, WA 98134, USA CONTACT : TELEPHONE : FACSIMILE : E-MAIL :
	TERMINAL
BAL – VESSEL "SANTIAGO"	**PIER A, LONG BEACH**
DESCRIPTION OF CARGOES AND SERVICES	
SHORT-TERM TERMINAL SERVICE FOR BAL SHIPPING LINE VESSEL "SANTIAGO" CALLING PIER A, LONG BEACH, CA. THE CONTRACT IS VALID FROM VESSEL ARRIVAL TO 10 WORKING DAYS AFTER VESSEL DEPARTURE.	

1. BASIC AGREEMENT AND PAYMENT TERM

Carrier agrees to hire Contractor to provide, and Contractor agrees to perform, stevedoring and related services with respect to the vessel and cargoes as identified above. The parties agree to cooperate in scheduling the date(s) and time(s) when the vessel is to arrive and/or services are to be performed.

For payment, please refer to Appendix A "SCHEDULE OF RATES" below. Carrier agrees to pre-pay for the services. The pre-payment amount should be equal to the amount of estimated container moves times throughput rates, plus additional 25% for miscellaneous charges. The payment should be paid seven (7) days prior to vessel arrival. Any shortage will be paid upon receiving Contractor's invoice, and any unused fund will be refunded within 10 working days after vessel departure. The vessel operation will not commence until pre-payment is received.

2. INDEPENDENT CONTRACTOR

Contractor performs under this agreement in the sole capacity of an independent contractor, and not as an agent, employee, partner, or joint venture, of Carrier. Contractor shall be responsible for employment-related obligations with respect to its employees, all of whom are specifically excluded from the employee benefit, unemployment insurance, workers compensation, and similar programs of Carrier; Contractor's employees shall at all times act under Contractor's direction and control, and shall not be deemed borrowed servants of Carrier or the vessel, including its owner/charterer.

3. BILLS OF LADING

Carrier shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the goods incorporate the United States Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §1300 et seq., as amended, or if COGSA is not applicable the Hague Rules of 1921, 51 Stat. 233, as amended, and that all the benefits, defenses, exceptions, immunities and limitations upon liability granted under such regime for benefit of Carrier and/or the carrier are extended to the periods of time prior to and during the loading of the goods, and during and following the discharging of the goods, and otherwise to and for the benefit of Contractor. In addition, whenever any such benefits, defenses, exceptions, immunities, and limitations have been waived, limited, and/or omitted by Carrier, as in the case of ad valorem or dangerous goods, for example, Carrier shall be responsible for providing Contractor with written notice thereof prior to tender of the goods to Contractor. Carrier will advise Contractor in writing at least ten (10) days in advance of the cargoes arrival at the terminal of the cargoes as to which a waiver has been granted to permit Contractor sufficient time to arrange for appropriate handling and appropriate insurance coverage as may be required. If Carrier fails to provide such information to Contractor, Carrier will indemnify Contractor for the amount by which any liability of Contractor may exceed that which would otherwise have been the case under the terms of the Bill of Lading of the Carrier. Contractor retains right to negotiate new rates for any cargo wherein limits of liability have been changed or waived provided that in no case shall the rates be increased beyond what is required to compensate Contractor for that increased insurance premium cost and loss related expense properly applied to the cargo covered by this provision. Carrier agrees to indemnify and hold Contractor harmless (including legal fees and costs) of and from its failure, in whole or part, to meet the requirements of this section.

4. ALLOCATION OF LIABILITY

a. **Contractor's liability and duty to indemnify**

(1). Subject to section 3 above, Contractor shall be responsible to Carrier for

(a) any property damage to any Carrier vessel, or to the equipment or other property belonging to or leased by or in the control of Carrier, and

(b) any personal injury, death, or disability suffered by any director, officer, or employee of Carrier, resulting from the negligent performance by Contractor, its directors, officers, employees, or sub-contractors, of any of Contractor's obligations under this Agreement.

(2). Contractor shall further indemnify Carrier against any claim, penalty, suit, or action by third party resulting from the negligent performance by Contractor, its directors, officers, employees or sub-contractors, of any of Contractor's obligations under this Agreement.

(3). Any fully documented and justified claim arising out of the above must be submitted by Carrier to Contractor within 2 days of the completion of the services provided under this Agreement. Any claim so submitted should be settled within 60 days of receipt of complete documentation.

b. **Carrier's liability and duty to indemnify**

(1). Carrier shall be responsible to Contractor for:

(a) any property damage to any equipment or other property of Contractor or of any sub-contractor of Contractor,

(b) any personal injury, death, or disability suffered by any director, officer, or employee, of Contractor or of any sub-contractor of Contractor, resulting from the negligent performance by Carrier, its directors, officers or employees, of any of Carrier's obligations under this Agreement.

(2). In addition to the requirements to indemnify set forth in section 3 above, Carrier shall further indemnify Contractor or any sub-contractor of Contractor against any claim, penalty, suit, or action by third party resulting from the negligent performance by Carrier, its directors, officers, or employees, of any of Carrier's obligations under this Agreement

5. INSURANCE

a. Contractor shall, at its expense, maintain the following insurances in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Contractor/terminal operator legal liability insurance, with limits of at least $10,000,000 per occurrence;

(2). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(3). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Contractor's obligations hereunder, with minimum limits of $10,000,000.

b. Carrier shall, at its expense, maintain the following insurance in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Hull and machinery insurance on the vessels to their full value;

(2). Protection and indemnity insurance pursuant to a standard P&I club entry including coverage for pollution/environmental risks; and

(3). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(4). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Carrier's obligations hereunder, with minimum limits of $10,000,000.

c. The rates charged by Contractor for the services under this agreement are partially based upon the allocation of liability and insurance requirements set forth above. Each required insurance shall be specifically endorsed to provide a waiver of subrogation as to the non-procuring party. There shall be no material change in any insurance during the term of this agreement or any extension thereof without the prior written consent of

the non-procuring party. All insurances shall be upon forms and with underwriting security acceptable to the non-procuring party. Prior to commencement of services, each party shall provide the other party with certificates and/or complete copies of policies, as requested, confirming that the foregoing insurances have been procured and are being maintained as set forth in this agreement.

d. Failure of Insurance. Each party agrees to indemnify and hold harmless (including legal fees and costs) the other of and from any failure to provide an insurance as required in this Agreement, failure (for any reason) of any insurance, and/or any other breach of the insuring requirements set forth in this agreement, including any breach of warranty or other policy condition.

6. FACILITY SECURITY PLAN

Terminal facilities leased and/or operated by Contractor have facility security plans as required by the Marine Transportation Safety Act of 2002, to ensure the application of security measures designed to protect the terminal facility at the various maritime security (MARSEC) levels. Carrier understands and acknowledges the importance of such matters, and agrees to fully cooperate with all MARSEC, Coast Guard and/or Contractor security directives as well as all training, drills, exercises, screenings, sweepings, surveys, examinations and assessments of Contractor, the Coast Guard and/or any law enforcement official at the terminal facility designed to identify, protect against, alleviate and/or eliminate threats to security.

7. ASSIGNMENTS AND SUBCONTRACTING

Contractor shall not be entitled to assign this agreement or any portion thereof, nor may Contractor subcontract with respect to its performance under this agreement.

8. FORCE MAJEURE

Neither Party shall be responsible or held liable to the other Party for its failure to perform under this Agreement to the extent that any such failure is directly attributable to and the result of, Acts of God, war, whether declared or undeclared, civil unrest, strikes, lockouts, labour slowdowns or other similar labour difficulties, acts of government, whether national, state or local, fire, explosion, or other similar cause which is not reasonable foreseeable and beyond the control of the Party failing to meet its obligations hereunder and seeking to be excused therefrom. Any excuse for failure under this provision shall extend only to the duration of the force major events as stated or any longer period agreed by the Parties.

9. NO CONSEQUENTIAL DAMAGES

Except as specifically provided herein, neither party shall under any circumstances be liable to the other party or any other party for any indirect, consequential 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.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the general maritime law of the United States or by the laws of the state of California in the event there is no applicable general maritime rule of law. The Parties agree that any and all disputes or differences between them arising under this Agreement shall, if possible, be resolved amicably and promptly by means of a meeting of representatives of the Parties authorized by each Party to conclude such resolution, held in good faith in an attempt to resolve any such matters. In the event that no such amicable

resolution is obtained within ninety (90) days of such matter having been addressed by the Parties as set forth above, then the parties hereby submit to the exclusive personal and subject matter jurisdiction of the U.S. District Court in Los Angeles, California, with respect to any litigation arising out of this Agreement and agree that the substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

11. SEVERABILITY

If any provision of this agreement is determined to be invalid and/or contrary to law, it is agreed that such provision shall be deemed severed from this agreement as if it had never been a part hereof and the remaining provisions of this agreement shall continue in full force and effect.

12. COUNTERPARTS AND EXECUTION

This agreement may be executed in counterparts and/or by electronic exchange of signatures. All counterparts shall be deemed the same single agreement, and signatures exchanged by emails shall be deemed equivalent to original signatures.

13. CHASSIS USAGE, CONTAINER STORAGE AND MISNENIOUS

Carrier will be responsible for providing chassis usage via its chassis vendors.

Carrier agrees no container storage or empty return is allowed. All containers should be removed from the terminal within the free time per the Port of Long Beach Tariff. If Carrier or its consignees fail to pick up containers within free time, Carrier agree to pay 100% port demurrage plus extra $100 per unit per day for terminal congestion fee.

No regular M&R service will be provided except urgent repairs and no reefer nor hazardous containers will be allowed.

14. INTEGRATION, HEADINGS AND NEUTRAL CONSTRUCTION

This agreement, including Appendix A, sets forth the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written; this agreement shall not be modified unless through a writing signed by both parties. The headings utilized are for reference only and are not substantive. This agreement shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against either party.

Carrier:

BAL CONTAINER LINE CO., LTD
Unit 503, 5/F Silvercord Tower II,
30 Canton Road, Tsin Sha Tsui
Hong Kong, China

Qingzhi Liu

2021.07.22

Date

Contractor:

SSA TERMINALS (LONG BEACH), LLC
1131 SW Klicktat Way
~~Seattle, WA 98134~~

~~Ed DeNike~~

7/25/21

Date

APPENDIX A

THIS APPENDIX is attached to and made a part of that Terminal and Stevedoring Services Agreement (which, together with this Appendix attached thereto and any attachments to this Appendix, is hereafter referred to as "the Agreement") between Carrier and Contractor.

SCHEDULE OF RATES:

A. STEVEDORING RATES (7 DAYS X 16 HOURS, 1ST and 2nd shift):

1. Basic Stevedoring Rate (up to 45'):
   Full or Empty Container — $650.00 per container move
   3rd Shift Surcharge — $22.76 per container move

2. Over-dimension, over-weight or damaged container that can be lifted by Contractor's regular container spreader with attachment additional charge: $355.37 per container move

3. Shifting/rehandling container:
   a. Restowing in single move in same bay — $153.93 per container
   b. Other than above (restowing in double move): — $307.86 per container

4. Handling of non-containerized cargo and loading or discharging over-dimension or damaged container, which cannot be lifted by Contractor's regular container spreader with attachment and required jury-rigging: Gang hour billing rates (Extra Labor)

5. Labor standby, detention, and deadtime: Actual detention time at gang hour billing rates (Detention)

6. Gang Hour Billing Rates (Extra Labor):
   a. First Shift — $ 3,688.82 per gang per hour
   b. Second Shift — $ 4,404.38 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,761.15 per gang per hour
   d. Third Shift — $ 5,476.05 per gang per hour
   e. Overtime 3rd Shift — $ 5,900.41 per gang per hour

7. Gang Hour Billing Rates (Detention):
   a. First Shift — $ 3,320.72 per gang per hour
   b. Second Shift — $ 3,829.87 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,140.13 per gang per hour
   d. Third Shift — $ 4,761.78 per gang per hour
   e. Overtime 3rd Shift — $ 5,130.79 per gang per hour

B. TERMINAL RATES (Monday – Friday, 0800 – 1700, excluding holidays):

1. 3rd Gate Moves: — $82.20 per gate move

2. Shifting/re-handling containers in the yard for change of port/vessel, pre-mount to chassis, chassis flip or in yard drayage: — $73.98 per move

3. Receiving/delivery of non-containerized cargo: Per Port Tariff

4. Receive/Redeliver: $187.73 per container

5. U.S. Customs Seal $69.93 per seal

6. Overtime Gate: Cost + 25% prorated

C. LABOR AND EQUIPMENT COST

1. Man-hour Billing Rates (Excluding Guarantee Cost):

CLASSIFICATION	Lap Hrs	RATE	*Travel Rate*	1st Shift Detention	1st Shift Extra Labor	2nd Shift Ex-Labor	1st & 2nd OT Ex-Labor	3rd Shift Weekday Ex-Labor	3rd Shift Weekend Ex-Labor
Lashers		Basic L/S	*109.57*	$109.57	$118.82	$142.54	$154.41	$161.52	$175.75
Tophandler/Side Pick	8/2	30.00%	*116.50*	158.14	171.15	197.84	211.21	254.16	270.17
Tractor Semi - Ship		15.00%	*113.26*	113.26	122.99	147.95	160.43	187.92	182.88
Crane Cont. Gantry	8/2	30.00%	*116.50*	158.14	171.15	197.84	211.21	254.16	270.17
Clk Supv - Computer	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Supercargo	8/2	30.00%	*116.50*	158.14	171.15	197.84	211.21	254.16	270.17
Chief Supervisor	8/2	30.00%	*116.50*	158.14	171.15	197.84	211.21	254.16	270.17
W/B Ship Foreman	8/2	W/B	*140.60*	188.29	204.58	238.02	254.74	307.39	327.45
Steady Foreman	8/2	W/B	*147.44*	196.84	213.13	246.57	263.29	316.96	337.02
Basic Clerk - Dock		Clerk	*109.57*	109.57	118.82	142.54	154.41	161.52	175.75
Gearman - LB	8/2	Misc.	*122.88*	164.16	177.89	206.05	220.14	265.14	282.03
Supervisor - Dock	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Lift Truck - Heavy		25.00%	*116.76*	116.76	126.94	153.08	166.12	173.96	189.63
Linesman			*109.57*	109.57	142.44	173.29	188.73	197.99	216.48
Lead Linesman			*113.26*	113.26	147.25	179.70	195.94	205.66	225.12

	Mon-Fri Day Shift	Mon-Fri Night Shift	Wknd/Hol Day OT	Wknd/Hol Night OT
Watchman - LB/Oak.	108.95	110.49	139.31	141.62

2. Equipment Rental Rates:

Forklifts:	Rate per Hour
Five ton	$20.80
Electric	$20.80
Electric with attachment	$22.80
Ten ton	$37.50
Fifteen ton	$52.20
Twenty-five ton	$70.00
Twenty-five ton with attachment	$91.80
Thirty to thirty-five ton with expandable spreader	$110.50

Other Equipment:	
Sidepicker	$66.00
Yard hustler	$30.00
Transtainer	$150.00
Gantry crane	$950.00
Top handler	$135.00

D. PORT OF LONG BEACH TARIFF:

1. Wharfage	Included
2. Dockage	50% of Port Tariff
3. Demurrage	Per Port Tariff
4. General Cargo	Per Port Tariff

INCLUSIONS/EXCLUSIONS:

Stevedoring Operations:	Included (Marked YES)	Not Included (Marked NO)
Personnel and Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Stevedoring differentials:		
- Second shift straight time	YES	
- Overtime	YES	
- Third shift (weekend, weekday)		NO
Supervision	YES	
CONTRACTOR'S equipment	YES	
Gantry Cranes	YES	
Gangway/vessel guards		NO
Standby & Detentions		
Standby for vessel		NO
Standby for weather		NO
Standby for Time in Lieu Claim		NO
Standby for governmental agency		NO
Standby for events beyond Contractor's control		NO
Standby for Contractor's equipment	YES	
Standby for gantry crane breakdown	YES	
Standby for gangs to fill	YES	
Standby for vessel gear		NO
Standby for change in stow or operation		NO
Standby awaiting cargo		NO
Standby/detention for "safety" lashing aloft	YES	
Standby for damaged, frozen or improperly installed cones/lashing equipment or broken cell guides		NO (1)
Uncovering/covering hatches within the capacity of the container crane (Initial/final)	YES	
Standby for Labor dispute/work stoppage on account of vessel or Carrier		NO
Guarantee/NWP (to fill out a shift)		NO

Note 1: Contractor should inform Carrier's representative and/or ship master of the conditions as soon as possible and to obtain a signed report for the related detention.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

Stevedoring Operations:

Activities: Loading/Discharging	Included (Marked YES)	Not Included (Marked NO)
Planning vessel operations	YES	
Preparation of stowage plan	YES	
Handling standard ISO containers	YES	
Handling flat racks bundled for single lift	YES (2)	
Verification of intact seals	YES	
Overheight/overwidth/damaged containers		NO (1,2)
Chassis		NO
General cargo		NO
Lashing/unlashing containers	YES	
Lashing/unlashing other cargoes		NO
Discharging loose cargo from damaged containers aboard vessels or on the dock		NO
Plugging/unplugging reefers on vessel		NO
Premounting		NO

Note 1: See rate schedule for specific charges

Note 2: If these containers can be handled with the regular equipment in use for standard containers without any additional manpower or equipment, then there is no extra charge. If these containers can be handled by utilizing emergency gear attached to standard spreader, then surcharge listed applied. If extra equipment or manpower is required, then they will be billed on an extra labor basis with equipment rental as required.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

	Included (Marked YES)	Not Included (Marked NO)
Terminal Operations		
Personnel & Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Supervision	YES	
Equipment	YES	
Activities		
Receiving & delivery of containers		
- Mon-Fri (excluding holidays) 0800 - 1700	YES	
- Sat, Sun, Holidays, Nights, Extended day shifts		NO (1)
Third gate moves		NO
Mounting/dismounting to/from road transport	YES	
Recording seal numbers	YES	
Weighing export containers	YES	
Verifying correct hazardous cargo labeling	YES	
Basic computer services	YES	
Physical inventories of equipment (2 times/Yr)		NO
Yard rehandle for change of port/vessels, pre-mount to chassis, chassis flip or in yard drayage		NO
Yard rehandle for survey or inspection		NO
Housekeeping/sweeping of terminal	YES	
Terminal security (excluding gangway/vessel guards)	YES	

Note 1: Unless it is done during the Pier Pass night.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

Other Operation Costs	Included (Marked YES)	Not Included (Marked NO)
Costs		
Insurance and Taxes	YES	
PMA man-hour assessments	YES	
Lap time for key personnel	YES	
Travel time/expenses (where applicable)		NO
Time in Lieu claims against vessel		NO
Terminal utilities	YES	
Terminal repairs	YES	
Fuel for Contractor's equipment	YES	
Wharfage	YES	
Demurrage		NO (1)
Dockage		NO
PMA tonnage assessments		NO
Lines, tugs and pilots		NO
Penalty cargo		NO

Note 1: No container storage or empty return is allowed. In the event Carrier or its consignees fail to remove the containers within the free time allowed, Carrier agrees to pay 100% demurrage per the Port Tariff plus extra $100 per unit per day for terminal congestion fee.

EXHIBIT B

TERMINAL AND STEVEDORING SERVICES AGREEMENT

CARRIER	CONTRACTOR
NAME : BAL Container Line Co., LTD ADDRESS : Unit 503, 5/F Silvercord Tower 2, 30 Canton Rd, Tsim Sha Tsui CITY, STATE : Hong Kong, China CONTACT : TELEPHONE : FACSIMILE : E-MAIL :	NAME : SSA Terminals (Pier A), LLC ADDRESS : 1131 SW Klickitat Way CITY, STATE : Seattle, WA 98134, USA CONTACT : TELEPHONE : FACSIMILE : E-MAIL :
	TERMINAL
BAL – VESSEL "CONSTANTINA"	**PIER A, LONG BEACH**
DESCRIPTION OF CARGOES AND SERVICES	
SHORT-TERM TERMINAL SERVICE FOR BAL SHIPPING LINE VESSEL "CONSTANTINA" CALLING PIER A, LONG BEACH, CA. THE CONTRACT IS VALID FROM VESSEL ARRIVAL TO 10 WORKING DAYS AFTER VESSEL DEPARTURE.	

1. BASIC AGREEMENT AND PAYMENT TERM

Carrier agrees to hire Contractor to provide, and Contractor agrees to perform, stevedoring and related services with respect to the vessel and cargoes as identified above. The parties agree to cooperate in scheduling the date(s) and time(s) when the vessel is to arrive and/or services are to be performed.

For payment, please refer to Appendix A "SCHEDULE OF RATES" below. Carrier agrees to pre-pay for the services. The pre-payment amount should be equal to the amount of estimated container moves times throughput rates, plus an additional 25% for miscellaneous charges. The payment should be paid seven (7) days prior to vessel arrival. Any shortage will be paid upon receiving the invoice, and any unused funds will be refunded within 10 working days after vessel departure. The vessel operation will not commence until pre-payment is received.

2. INDEPENDENT CONTRACTOR

Contractor performs under this agreement in the sole capacity of an independent contractor, and not as an agent, employee, partner, or joint venturer, of Carrier. Contractor shall be responsible for employment-related obligations with respect to its employees, all of whom are specifically excluded from the employee benefit, unemployment insurance, workers compensation, and similar programs of Carrier; Contractor's employees shall at all times act under Contractor's direction and control, and shall not be deemed borrowed servants of Carrier or the vessel, including its owner/charterer.

3. BILLS OF LADING

Carrier shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the goods incorporate the United States Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §1300 et seq., as amended, or if COGSA is not applicable the Hague Rules of 1921, 51 Stat. 233, as amended, and that all the benefits, defenses, exceptions, immunities, and limitations upon liability granted under such regime for benefit of Carrier and/or the carrier are extended to the periods of time prior to and during the loading of the goods, and during and following the discharging of the goods, and otherwise to and for the benefit of Contractor. In addition, whenever any such benefits, defenses, exceptions, immunities, and limitations have been waived, limited, and/or omitted by Carrier, as in the case of ad valorem or dangerous goods, for example, Carrier shall be responsible for providing Contractor with written notice thereof prior to tender of the goods to Contractor. Carrier will advise Contractor in writing at least ten (10) days in advance of the cargoes arrival at the terminal of the cargoes as to which a waiver has been granted to permit Contractor sufficient time to arrange for appropriate handling and appropriate insurance coverage as may be required. If Carrier fails to provide such information to Contractor, Carrier will indemnify Contractor for the amount by which any liability of Contractor may exceed that which would otherwise have been the case under the terms of the Bill of Lading of the Carrier. Contractor retains right to negotiate new rates for any cargo wherein limits of liability have been changed or waived provided that in no case shall the rates be increased beyond what is required to compensate Contractor for that increased insurance premium cost and loss related expense properly applied to the cargo covered by this provision. Carrier agrees to indemnify and hold Contractor harmless (including legal fees and costs) of and from its failure, in whole or part, to meet the requirements of this section.

4. ALLOCATION OF LIABILITY

a. **Contractor's liability and duty to indemnify**

(1). Subject to section 3 above, Contractor shall be responsible to Carrier for

(a) any property damage to any Carrier vessel, or to the equipment or other property belonging to or leased by or in the control of Carrier, and

(b) any personal injury, death, or disability suffered by any director, officer, or employee of Carrier, resulting from the negligent performance by Contractor, its directors, officers, employees, or sub-contractors, of any of Contractor's obligations under this Agreement.

(2). Contractor shall further indemnify Carrier against any claim, penalty, suit, or action by third party resulting from the negligent performance by Contractor, its directors, officers, employees or sub-contractors, of any of Contractor's obligations under this Agreement.

(3). Any fully documented and justified claim arising out of the above must be submitted by Carrier to Contractor within 2 days of the completion of the services provided under this Agreement. Any claim so submitted should be settled within 60 days of receipt of complete documentation.

b. **Carrier's liability and duty to indemnify**

(1). Carrier shall be responsible to Contractor for:

(a) any property damage to any equipment or other property of Contractor or of any sub-contractor of Contractor,

(b) any personal injury, death, or disability suffered by any director, officer, or employee, of Contractor or of any sub-contractor of Contractor, resulting from the negligent performance by Carrier, its directors, officers, or employees, of any of Carrier's obligations under this Agreement.

(2). In addition to the requirements to indemnify set forth in section 3 above, Carrier shall further indemnify Contractor or any sub-contractor of Contractor against any claim, penalty, suit, or action by third party resulting from the negligent performance by Carrier, its directors, officers, or employees, of any of Carrier's obligations under this Agreement

5. INSURANCE

a. Contractor shall, at its expense, maintain the following insurances in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Contractor/terminal operator legal liability insurance, with limits of at least $10,000,000 per occurrence;

(2). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(3). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Contractor's obligations hereunder, with minimum limits of $10,000,000.

b. Carrier shall, at its expense, maintain the following insurance in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Hull and machinery insurance on the vessels to their full value;

(2). Protection and indemnity insurance pursuant to a standard P&I club entry including coverage for pollution/environmental risks; and

(3). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(4). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Carrier's obligations hereunder, with minimum limits of $10,000,000.

c. The rates charged by Contractor for the services under this agreement are partially based upon the allocation of liability and insurance requirements set forth above. Each required insurance shall be specifically endorsed to provide a waiver of subrogation as to the non-procuring party. There shall be no material change in any insurance during the term of this agreement or any extension thereof without the prior written consent of

the non-procuring party. All insurances shall be upon forms and with underwriting security acceptable to the non-procuring party. Prior to the commencement of services, each party shall provide the other party with certificates and/or complete copies of policies, as requested, confirming that the foregoing insurances have been procured and are being maintained as set forth in this agreement.

d. Failure of Insurance. Each party agrees to indemnify and hold harmless (including legal fees and costs) the other of and from any failure to provide an insurance as required in this Agreement, failure (for any reason) of any insurance, and/or any other breach of the insuring requirements set forth in this agreement, including any breach of warranty or other policy condition.

6. FACILITY SECURITY PLAN

Terminal facilities leased and/or operated by Contractor have facility security plans as required by the Marine Transportation Safety Act of 2002, to ensure the application of security measures designed to protect the terminal facility at the various maritime security (MARSEC) levels. Carrier understands and acknowledges the importance of such matters, and agrees to fully cooperate with all MARSEC, Coast Guard and/or Contractor security directives as well as all training, drills, exercises, screenings, sweepings, surveys, examinations and assessments of Contractor, the Coast Guard and/or any law enforcement official at the terminal facility designed to identify, protect against, alleviate and/or eliminate threats to security.

7. ASSIGNMENTS AND SUBCONTRACTING

Contractor shall not be entitled to assign this agreement or any portion thereof, nor may Contractor subcontract with respect to its performance under this agreement.

8. FORCE MAJEURE

Neither Party shall be responsible or held liable to the other Party for its failure to perform under this Agreement to the extent that any such failure is directly attributable to and the result of, Acts of God, war, whether declared or undeclared, civil unrest, strikes, lockouts, labour slowdowns or other similar labour difficulties, acts of government, whether national, state or local, fire, explosion, or other similar cause which is not reasonable foreseeable and beyond the control of the Party failing to meet its obligations hereunder and seeking to be excused therefrom. Any excuse for failure under this provision shall extend only to the duration of the force major events as stated or any longer period agreed by the Parties.

9. NO CONSEQUENTIAL DAMAGES

Except as specifically provided herein, neither party shall under any circumstances be liable to the other party or any other party for any indirect, consequential 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.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the general maritime law of the United States or by the laws of the state of California in the event there is no applicable general maritime rule of law. The Parties agree that any and all disputes or differences between them arising under this Agreement shall, if possible, be resolved amicably and promptly by means of a meeting of representatives of the Parties authorized by each Party to conclude such resolution, held in

good faith in an attempt to resolve any such matters. In the event that no such amicable resolution is obtained within ninety (90) days of such matter having been addressed by the Parties as set forth above, then the parties hereby submit to the exclusive personal and subject matter jurisdiction of the U.S. District Court in Los Angeles, California, with respect to any litigation arising out of this Agreement and agree that the substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

11. SEVERABILITY

If any provision of this agreement is determined to be invalid and/or contrary to law, it is agreed that such provision shall be deemed severed from this agreement as if it had never been a part hereof and the remaining provisions of this agreement shall continue in full force and effect.

12. COUNTERPARTS AND EXECUTION

This agreement may be executed in counterparts and/or by electronic exchange of signatures. All counterparts shall be deemed the same single agreement, and signatures exchanged by emails shall be deemed equivalent to original signatures.

13. CHASSIS USAGE, TERMINAL STORAGE, AND M&R SERVICE

Carrier will be responsible for providing chassis usage via its chassis vendors.

Carrier agrees no container storage or empty return is allowed. All containers should be removed from the terminal within the free time per the Port of Long Beach Tariff. If Carrier or its consignees fail to pick up containers within free time, Carrier agree to pay 100% port demurrage plus an extra $100 per unit per day for terminal congestion fee.

No regular M&R service will be provide except urgent repairs and no reefer nor hazardous containers will be allowed.

14. INTEGRATION, HEADINGS AND NEUTRAL CONSTRUCTION

This agreement, including Appendix A, sets forth the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written; this agreement shall not be modified unless through a writing signed by both parties. The headings utilized are for reference only and are not substantive. This agreement shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against either party.

Carrier:

BAL CONTAINER LINE CO., LTD
Unit 503, 5/F Silvercord Tower II,
30 Canton Road, Tsin Sha Tsui
Hong Kong, China

Authorized Signature

8/16/2021

Date

Contractor:

SSA TERMINALS (LONG BEACH), LLC
1131 SW Klicktat Way
Seattle, WA 98134

Authorized Signature

08/13/2021

Date

APPENDIX A

THIS APPENDIX is attached to and made a part of that Terminal and Stevedoring Services Agreement (which, together with this Appendix attached thereto and any attachments to this Appendix, is hereafter referred to as "the Agreement") between Carrier and Contractor.

SCHEDULE OF RATES:

A. STEVEDORING RATES (7 DAYS X 16 HOURS, 1ST and 2nd shift):

1. Basic Stevedoring Rate (up to 45'):
   Full or Empty Container — $650.00 per container move
   3rd Shift Surcharge — $22.76 per container move

2. Over-dimension, over-weight or damaged container that can be lifted by Contractor's regular container spreader with attachment additional charge:
   $355.37 per container move

3. Shifting/rehandling container:
   a. Restowing in single move in same bay — $153.93 per container
   b. Other than above (restowing in double move): — $307.86 per container

4. Handling of non-containerized cargo and loading or discharging over-dimension or damaged container, which cannot be lifted by Contractor's regular container spreader with attachment and required jury-rigging: Gang hour billing rates (Extra Labor)

5. Labor standby, detention, and deadtime: Actual detention time at gang hour billing rates (Detention)

6. Gang Hour Billing Rates (Extra Labor):
   a. First Shift — $ 3,688.82 per gang per hour
   b. Second Shift — $ 4,404.38 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,761.15 per gang per hour
   d. Third Shift — $ 5,476.05 per gang per hour
   e. Overtime 3rd Shift — $ 5,900.41 per gang per hour

7. Gang Hour Billing Rates (Detention):
   a. First Shift — $ 3,320.72 per gang per hour
   b. Second Shift — $ 3,829.87 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,140.13 per gang per hour
   d. Third Shift — $ 4,761.78 per gang per hour
   e. Overtime 3rd Shift — $ 5,130.79 per gang per hour

B. TERMINAL RATES (Monday – Friday, 0800 – 1700, excluding holidays):

1. 3rd Gate Moves: — $82.20 per gate move

2. Shifting/re-handling containers in the yard for change of port/vessel, pre-mount to chassis, chassis flip or in yard drayage: — $73.98 per move

3. Receiving/delivery of non-containerized cargo: Per Port Tariff

4. Receive/Redeliver: $187.73 per container

5. U.S. Customs Seal $69.93 per seal

6. Overtime Gate: Cost + 25% prorated

C. LABOR AND EQUIPMENT COST

1. Man-hour Billing Rates (Excluding Guarantee Cost):

CLASSIFICATION	Lap Hrs	RATE	*Travel Rate*	1st Shift Detention	1st Shift Extra Labor	2nd Shift Ex-Labor	1st & 2nd OT Ex-Labor	3rd Shift Weekday Ex-Labor	3rd Shift Weekend Ex-Labor
Lashers		Basic L/S	*109.57*	$109.57	$118.82	$142.54	$154.41	$161.52	$175.75
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Crane Cont. Gantry	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Clk Supv - Computer	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Supercargo	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Chief Supervisor	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
W/B Ship Foreman	8/2	W/B	*140.60*	188.29	204.58	238.02	254.74	307.39	327.45
Steady Foreman	8/2	W/B	*147.44*	196.84	213.13	246.57	263.29	316.96	337.02
Basic Clerk - Dock		Clerk	*109.57*	109.57	118.82	142.54	154.41	161.52	175.75
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Supervisor - Dock	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Lift Truck - Heavy		25.00%	*116.76*	116.76	126.94	153.06	166.12	173.96	189.63
Linesman			*109.57*	109.57	142.44	173.29	188.73	197.98	216.48
Lead Linesman			*113.26*	113.26	147.25	179.70	195.94	205.66	225.12

	Mon-Fri Day Shift	Mon-Fri Night Shift	Wknd/Hol Day OT	Wknd/Hol Night OT
Watchman - LB/Oak.	108.95	110.49	139.31	141.62

2. Equipment Rental Rates:

Forklifts:	Rate per Hour
Five ton	$20.80
Electric	$20.80
Electric with attachment	$22.80
Ten ton	$37.50
Fifteen ton	$52.20
Twenty-five ton	$70.00
Twenty-five ton with attachment	$91.80
Thirty to thirty-five ton with expandable spreader	$110.50

Other Equipment:	
Sidepicker	$66.00
Yard hustler	$30.00
Transtainer	$150.00
Gantry crane	$950.00
Top handler	$135.00

D. PORT OF LONG BEACH TARIFF:

1. Wharfage	Included
2. Dockage	50% of Port Tariff
3. Demurrage	Per Port Tariff
4. General Cargo	Per Port Tariff

INCLUSIONS/EXCLUSIONS:

	Included (Marked YES)	Not Included (Marked NO)
Stevedoring Operations:		
Personnel and Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Stevedoring differentials:		
- Second shift straight time	YES	
- Overtime	YES	
- Third shift (weekend, weekday)		NO
Supervision	YES	
CONTRACTOR'S equipment	YES	
Gantry Cranes	YES	
Gangway/vessel guards		NO
Standby & Detentions		
Standby for vessel		NO
Standby for weather		NO
Standby for Time in Lieu Claim		NO
Standby for governmental agency		NO
Standby for events beyond Contractor's control		NO
Standby for Contractor's equipment	YES	
Standby for gantry crane breakdown	YES	
Standby for gangs to fill	YES	
Standby for vessel gear		NO
Standby for change in stow or operation		NO
Standby awaiting cargo		NO
Standby/detention for "safety" lashing aloft	YES	
Standby for damaged, frozen or improperly installed cones/lashing equipment or broken cell guides		NO (1)
Uncovering/covering hatches within the capacity of the container crane (Initial/final)	YES	
Standby for Labor dispute/work stoppage on account of vessel or Carrier		NO
Guarantee/NWP (to fill out a shift)		NO

Note 1: Contractor should inform Carrier's representative and/or ship master of the conditions as soon as possible and to obtain a signed report for the related detention.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

Stevedoring Operations:

Activities: Loading/Discharging	Included (Marked YES)	Not Included (Marked NO)
Planning vessel operations	YES	
Preparation of stowage plan	YES	
Handling standard ISO containers	YES	
Handling flat racks bundled for single lift	YES (2)	
Verification of intact seals	YES	
Overheight/overwidth/damaged containers		NO (1,2)
Chassis		NO
General cargo		NO
Lashing/unlashing containers	YES	
Lashing/unlashing other cargoes		NO
Discharging loose cargo from damaged containers aboard vessels or on the dock		NO
Plugging/unplugging reefers on vessel		NO
Premounting		NO

Note 1: See rate schedule for specific charges

Note 2: If these containers can be handled with the regular equipment in use for standard containers without any additional manpower or equipment, then there is no extra charge. If these containers can be handled by utilizing emergency gear attached to standard spreader, then surcharge listed applied. If extra equipment or manpower is required, then they will be billed on an extra labor basis with equipment rental as required.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

	Included (Marked YES)	Not Included (Marked NO)
Terminal Operations		
Personnel & Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Supervision	YES	
Equipment	YES	
Activities		
Receiving & delivery of containers - Mon-Fri (excluding holidays) 0800 - 1700	YES	
- Sat, Sun, Holidays, Nights, Extended day shifts		NO (1)
Third gate moves		NO
Mounting/dismounting to/from road transport	YES	
Recording seal numbers	YES	
Weighing export containers	YES	
Verifying correct hazardous cargo labeling	YES	
Basic computer services	YES	
Physical inventories of equipment (2 times/Yr)		NO
Yard rehandle for change of port/vessels, pre-mount to chassis, chassis flip or in yard drayage		NO
Yard rehandle for survey or inspection		NO
Housekeeping/sweeping of terminal	YES	
Terminal security (excluding gangway/vessel guards)	YES	

Note 1: Unless it is done during the Pier Pass night.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

	Included (Marked YES)	Not Included (Marked NO)
Other Operation Costs		
Costs		
Insurance and Taxes	YES	
PMA man-hour assessments	YES	
Lap time for key personnel	YES	
Travel time/expenses (where applicable)		NO
Time in Lieu claims against vessel		NO
Terminal utilities	YES	
Terminal repairs	YES	
Fuel for Contractor's equipment	YES	
Wharfage	YES	
Demurrage		NO (1)
Dockage		NO
PMA tonnage assessments		NO
Lines, tugs and pilots		NO
Penalty cargo		NO

Note 1: No container storage or empty return is allowed. In the event Carrier or its consignees fail to remove the containers within the free time allowed, Carrier agrees to pay 100% demurrage per the Port Tariff plus an extra $100 per unit per day for terminal congestion fee.

EXHIBIT C

TERMINAL AND STEVEDORING SERVICES AGREEMENT

CARRIER	CONTRACTOR
NAME : BAL Container Line Co., LTD ADDRESS : Unit 503, 5/F Silvercord Tower 2, 30 Canton Rd, Tsim Sha Tsui CITY, STATE : Hong Kong, China CONTACT : TELEPHONE : FACSIMILE : E-MAIL :	NAME : SSA Terminals (Pier A), LLC ADDRESS : 1131 SW Klickitat Way CITY, STATE : Seattle, WA 98134, USA CONTACT : TELEPHONE : FACSIMILE : E-MAIL :
	TERMINAL
BAL – VESSEL "TS MANILA"	**PIER A, LONG BEACH**
DESCRIPTION OF CARGOES AND SERVICES	
SHORT-TERM TERMINAL SERVICE FOR BAL SHIPPING LINE VESSEL "TS MANILA" CALLING PIER A, LONG BEACH, CA. THE CONTRACT IS VALID FROM VESSEL ARRIVAL TO 7 WORKING DAYS AFTER VESSEL DEPARTURE.	

1. BASIC AGREEMENT AND PAYMENT TERM

Carrier agrees to hire Contractor to provide, and Contractor agrees to perform, stevedoring and related services with respect to the vessel and cargoes as identified above. The parties agree to cooperate in scheduling the date(s) and time(s) when the vessel is to arrive and/or services are to be performed.

For payment, please refer to Appendix A "SCHEDULE OF RATES" below. Carrier agrees to pre-pay for the services. The pre-payment amount should be equal to the amount of estimated container moves times throughput rates, plus an additional 25% for miscellaneous charges. The payment should be paid seven (7) days prior to vessel arrival. Any shortage will be paid upon receiving the invoice, and any unused funds will be refunded within 10 working days after vessel departure. The vessel operation will not commence until pre-payment is received.

2. INDEPENDENT CONTRACTOR

Contractor performs under this agreement in the sole capacity of an independent contractor, and not as an agent, employee, partner, or joint venturer, of Carrier. Contractor shall be responsible for employment-related obligations with respect to its employees, all of whom are specifically excluded from the employee benefit, unemployment insurance, workers compensation, and similar programs of Carrier; Contractor's employees shall at all times act under Contractor's direction and control, and shall not be deemed borrowed servants of Carrier or the vessel, including its owner/charterer.

3. BILLS OF LADING

Carrier shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the goods incorporate the United States Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §1300 et seq., as amended, or if COGSA is not applicable the Hague Rules of 1921, 51 Stat. 233, as amended, and that all the benefits, defenses, exceptions, immunities, and limitations upon liability granted under such regime for benefit of Carrier and/or the carrier are extended to the periods of time prior to and during the loading of the goods, and during and following the discharging of the goods, and otherwise to and for the benefit of Contractor. In addition, whenever any such benefits, defenses, exceptions, immunities, and limitations have been waived, limited, and/or omitted by Carrier, as in the case of ad valorem or dangerous goods, for example, Carrier shall be responsible for providing Contractor with written notice thereof prior to tender of the goods to Contractor. Carrier will advise Contractor in writing at least ten (10) days in advance of the cargoes arrival at the terminal of the cargoes as to which a waiver has been granted to permit Contractor sufficient time to arrange for appropriate handling and appropriate insurance coverage as may be required. If Carrier fails to provide such information to Contractor, Carrier will indemnify Contractor for the amount by which any liability of Contractor may exceed that which would otherwise have been the case under the terms of the Bill of Lading of the Carrier. Contractor retains right to negotiate new rates for any cargo wherein limits of liability have been changed or waived provided that in no case shall the rates be increased beyond what is required to compensate Contractor for that increased insurance premium cost and loss related expense properly applied to the cargo covered by this provision. Carrier agrees to indemnify and hold Contractor harmless (including legal fees and costs) of and from its failure, in whole or part, to meet the requirements of this section.

4. ALLOCATION OF LIABILITY

a. **Contractor's liability and duty to indemnify**

(1). Subject to section 3 above, Contractor shall be responsible to Carrier for

(a) any property damage to any Carrier vessel, or to the equipment or other property belonging to or leased by or in the control of Carrier, and

(b) any personal injury, death, or disability suffered by any director, officer, or employee of Carrier, resulting from the negligent performance by Contractor, its directors, officers, employees, or sub-contractors, of any of Contractor's obligations under this Agreement.

(2). Contractor shall further indemnify Carrier against any claim, penalty, suit, or action by third party resulting from the negligent performance by Contractor, its directors, officers, employees or sub-contractors, of any of Contractor's obligations under this Agreement.

(3). Any fully documented and justified claim arising out of the above must be submitted by Carrier to Contractor within 2 days of the completion of the services provided under this Agreement. Any claim so submitted should be settled within 60 days of receipt of complete documentation.

b. **Carrier's liability and duty to indemnify**

(1). Carrier shall be responsible to Contractor for:

(a) any property damage to any equipment or other property of Contractor or of any sub-contractor of Contractor,

(b) any personal injury, death, or disability suffered by any director, officer, or employee, of Contractor or of any sub-contractor of Contractor, resulting from the negligent performance by Carrier, its directors, officers, or employees, of any of Carrier's obligations under this Agreement.

(2). In addition to the requirements to indemnify set forth in section 3 above, Carrier shall further indemnify Contractor or any sub-contractor of Contractor against any claim, penalty, suit, or action by third party resulting from the negligent performance by Carrier, its directors, officers, or employees, of any of Carrier's obligations under this Agreement

5. INSURANCE

a. Contractor shall, at its expense, maintain the following insurances in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Contractor/terminal operator legal liability insurance, with limits of at least $10,000,000 per occurrence;

(2). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(3). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Contractor's obligations hereunder, with minimum limits of $10,000,000.

b. Carrier shall, at its expense, maintain the following insurance in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Hull and machinery insurance on the vessels to their full value;

(2). Protection and indemnity insurance pursuant to a standard P&I club entry including coverage for pollution/environmental risks; and

(3). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(4). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Carrier's obligations hereunder, with minimum limits of $10,000,000.

c. The rates charged by Contractor for the services under this agreement are partially based upon the allocation of liability and insurance requirements set forth above. Each required insurance shall be specifically endorsed to provide a waiver of subrogation as to the non-procuring party. There shall be no material change in any insurance during the term of this agreement or any extension thereof without the prior written consent of

the non-procuring party. All insurances shall be upon forms and with underwriting security acceptable to the non-procuring party. Prior to the commencement of services, each party shall provide the other party with certificates and/or complete copies of policies, as requested, confirming that the foregoing insurances have been procured and are being maintained as set forth in this agreement.

d. Failure of Insurance. Each party agrees to indemnify and hold harmless (including legal fees and costs) the other of and from any failure to provide an insurance as required in this Agreement, failure (for any reason) of any insurance, and/or any other breach of the insuring requirements set forth in this agreement, including any breach of warranty or other policy condition.

6. FACILITY SECURITY PLAN

Terminal facilities leased and/or operated by Contractor have facility security plans as required by the Marine Transportation Safety Act of 2002, to ensure the application of security measures designed to protect the terminal facility at the various maritime security (MARSEC) levels. Carrier understands and acknowledges the importance of such matters, and agrees to fully cooperate with all MARSEC, Coast Guard and/or Contractor security directives as well as all training, drills, exercises, screenings, sweepings, surveys, examinations and assessments of Contractor, the Coast Guard and/or any law enforcement official at the terminal facility designed to identify, protect against, alleviate and/or eliminate threats to security.

7. ASSIGNMENTS AND SUBCONTRACTING

Contractor shall not be entitled to assign this agreement or any portion thereof, nor may Contractor subcontract with respect to its performance under this agreement.

8. FORCE MAJEURE

Neither Party shall be responsible or held liable to the other Party for its failure to perform under this Agreement to the extent that any such failure is directly attributable to and the result of, Acts of God, war, whether declared or undeclared, civil unrest, strikes, lockouts, labour slowdowns or other similar labour difficulties, acts of government, whether national, state or local, fire, explosion, or other similar cause which is not reasonable foreseeable and beyond the control of the Party failing to meet its obligations hereunder and seeking to be excused therefrom. Any excuse for failure under this provision shall extend only to the duration of the force major events as stated or any longer period agreed by the Parties.

9. NO CONSEQUENTIAL DAMAGES

Except as specifically provided herein, neither party shall under any circumstances be liable to the other party or any other party for any indirect, consequential 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.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the general maritime law of the United States or by the laws of the state of California in the event there is no applicable general maritime rule of law. The Parties agree that any and all disputes or differences between them arising under this Agreement shall, if possible, be resolved amicably and promptly by means of a meeting of representatives of the Parties authorized by each Party to conclude such resolution, held in

good faith in an attempt to resolve any such matters. In the event that no such amicable resolution is obtained within ninety (90) days of such matter having been addressed by the Parties as set forth above, then the parties hereby submit to the exclusive personal and subject matter jurisdiction of the U.S. District Court in Los Angeles, California, with respect to any litigation arising out of this Agreement and agree that the substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

11. SEVERABILITY

If any provision of this agreement is determined to be invalid and/or contrary to law, it is agreed that such provision shall be deemed severed from this agreement as if it had never been a part hereof and the remaining provisions of this agreement shall continue in full force and effect.

12. COUNTERPARTS AND EXECUTION

This agreement may be executed in counterparts and/or by electronic exchange of signatures. All counterparts shall be deemed the same single agreement, and signatures exchanged by emails shall be deemed equivalent to original signatures.

13. CHASSIS USAGE, TERMINAL STORAGE, AND M&R SERVICE

Carrier will be responsible for providing chassis usage via its chassis vendors.

Carrier agrees no container storage or empty return is allowed. All containers should be removed from the terminal within the free time per the Port of Long Beach Tariff. In the event that Carrier or its consignees fail to pick up containers within free time period, Carrier agree to pay 100% port demurrage plus an extra $100 per unit per day for terminal congestion fee.

No regular M&R service will be provide except urgent repairs or care, subject to extra charge.

14. INTEGRATION, HEADINGS AND NEUTRAL CONSTRUCTION

This agreement, including Appendix A, sets forth the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written; this agreement shall not be modified unless through a writing signed by both parties. The headings utilized are for reference only and are not substantive. This agreement shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against either party.

Carrier:	**Contractor:**
BAL CONTAINER LINE CO., LTD Unit 503, 5/F Silvercord Tower II, 30 Canton Road, Tsin Sha Tsui Hong Kong, China	SSA TERMINALS (LONG BEACH), LLC 1131 SW Klicktat Way Seattle, WA 98134
_____	_____
Authorized Signature	Authorized Signature
_____	09/16/2021
Date	Date

APPENDIX A

THIS APPENDIX is attached to and made a part of that Terminal and Stevedoring Services Agreement (which, together with this Appendix attached thereto and any attachments to this Appendix, is hereafter referred to as "the Agreement") between Carrier and Contractor.

SCHEDULE OF RATES:

A. STEVEDORING RATES (7 DAYS X 16 HOURS, 1ST and 2nd shift):

1. Basic Stevedoring Rate (up to 45'):
   Full or Empty Container — $800.00 per container move
   3rd Shift Surcharge — $22.76 per container move

2. Over-dimension, over-weight or damaged container that can be lifted by Contractor's regular container spreader with attachment additional charge:
   $355.37 per container move

3. Shifting/rehandling container:
   a. Restowing in single move in same bay — $153.93 per container
   b. Other than above (restowing in double move): — $307.86 per container

4. Handling of non-containerized cargo and loading or discharging over-dimension or damaged container, which cannot be lifted by Contractor's regular container spreader with attachment and required jury-rigging: Gang hour billing rates (Extra Labor)

5. Labor standby, detention, and deadtime: Actual detention time at gang hour billing rates (Detention)

6. Gang Hour Billing Rates (Extra Labor):
   a. First Shift — $ 3,688.82 per gang per hour
   b. Second Shift — $ 4,404.38 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,761.15 per gang per hour
   d. Third Shift — $ 5,476.05 per gang per hour
   e. Overtime 3rd Shift — $ 5,900.41 per gang per hour

7. Gang Hour Billing Rates (Detention):
   a. First Shift — $ 3,320.72 per gang per hour
   b. Second Shift — $ 3,829.87 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,140.13 per gang per hour
   d. Third Shift — $ 4,761.78 per gang per hour
   e. Overtime 3rd Shift — $ 5,130.79 per gang per hour

B. TERMINAL RATES (Monday – Friday, 0800 – 1700, excluding holidays):

1. 3rd Gate Moves: — $82.20 per gate move

2. Shifting/re-handling containers in the yard for change of port/vessel, pre-mount to chassis, chassis flip or in yard drayage: — $73.98 per move

3. Receiving/delivery of non-containerized cargo: Per Port Tariff

4. Receive/Redeliver: $187.73 per container

5. U.S. Customs Seal $69.93 per seal

6. Overtime Gate: Cost + 25% prorated

C. LABOR AND EQUIPMENT COST

1. Man-hour Billing Rates (Excluding Guarantee Cost):

CLASSIFICATION	Lap Hrs	RATE	*Travel Rate*	1st Shift Detention	1st Shift Extra Labor	2nd Shift Ex-Labor	1st & 2nd OT Ex-Labor	3rd Shift Weekday Ex-Labor	3rd Shift Weekend Ex-Labor
Lashers		Basic L/S	*109.57*	$109.57	$118.82	$142.54	$154.41	$161.52	$175.75
Tophandler/Side Pick	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Tractor Semi - Ship		15.00%	*113.26*	113.26	122.99	147.95	160.43	167.92	182.88
Crane Cont. Gantry	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Clk Supv - Computer	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Supercargo	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Chief Supervisor	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
W/B Ship Foreman	8/2	W/B	*140.60*	188.29	204.58	238.02	254.74	307.39	327.45
Steady Foreman	8/2	W/B	*147.44*	196.84	213.13	246.57	263.29	316.96	337.02
Basic Clerk - Dock		Clerk	*109.57*	109.57	118.82	142.54	154.41	161.52	175.75
Gearman - LB	8/2	Misc.	*122.88*	164.16	177.89	206.05	220.14	265.14	282.03
Supervisor - Dock	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Lift Truck - Heavy		25.00%	*116.76*	116.76	126.94	153.06	166.12	173.96	189.63
Linesman			*109.57*	109.57	142.44	173.29	188.73	197.98	216.48
Lead Linesman			*113.26*	113.26	147.25	179.70	195.94	205.66	225.12

	Mon-Fri Day Shift	Mon-Fri Night Shift	Wknd/Hol Day OT	Wknd/Hol Night OT
Watchman - LB/Oak.	108.95	110.49	139.31	141.62

2. Equipment Rental Rates:

Forklifts:	Rate per Hour
Five ton	$20.80
Electric	$20.80
Electric with attachment	$22.80
Ten ton	$37.50
Fifteen ton	$52.20
Twenty-five ton	$70.00
Twenty-five ton with attachment	$91.80
Thirty to thirty-five ton with expandable spreader	$110.50

Other Equipment:	
Sidepicker	$66.00
Yard hustler	$30.00
Transtainer	$150.00
Gantry crane	$950.00
Top handler	$135.00

D. PORT OF LONG BEACH TARIFF:

1. Wharfage	Included
2. Dockage	50% of Port Tariff
3. Demurrage	Per Port Tariff
4. General Cargo	Per Port Tariff

INCLUSIONS/EXCLUSIONS:

	Included (Marked YES)	Not Included (Marked NO)
Stevedoring Operations:		
Personnel and Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Stevedoring differentials:		
- Second shift straight time	YES	
- Overtime	YES	
- Third shift (weekend, weekday)		NO
Supervision	YES	
CONTRACTOR'S equipment	YES	
Gantry Cranes	YES	
Gangway/vessel guards		NO
Standby & Detentions		
Standby for vessel		NO
Standby for weather		NO
Standby for Time in Lieu Claim		NO
Standby for governmental agency		NO
Standby for events beyond Contractor's control		NO
Standby for Contractor's equipment	YES	
Standby for gantry crane breakdown	YES	
Standby for gangs to fill	YES	
Standby for vessel gear		NO
Standby for change in stow or operation		NO
Standby awaiting cargo		NO
Standby/detention for "safety" lashing aloft	YES	
Standby for damaged, frozen or improperly installed cones/lashing equipment or broken cell guides		NO (1)
Uncovering/covering hatches within the capacity of the container crane (Initial/final)	YES	
Standby for Labor dispute/work stoppage on account of vessel or Carrier		NO
Guarantee/NWP (to fill out a shift)		NO

Note 1: Contractor should inform Carrier's representative and/or ship master of the conditions as soon as possible and to obtain a signed report for the related detention.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

Stevedoring Operations:

Activities: Loading/Discharging	Included (Marked YES)	Not Included (Marked NO)
Planning vessel operations	YES	
Preparation of stowage plan	YES	
Handling standard ISO containers	YES	
Handling flat racks bundled for single lift	YES (2)	
Verification of intact seals	YES	
Overheight/overwidth/damaged containers		NO (1,2)
Chassis		NO
General cargo		NO
Lashing/unlashing containers	YES	
Lashing/unlashing other cargoes		NO
Discharging loose cargo from damaged containers aboard vessels or on the dock		NO
Plugging/unplugging reefers on vessel		NO
Premounting		NO

Note 1: See rate schedule for specific charges

Note 2: If these containers can be handled with the regular equipment in use for standard containers without any additional manpower or equipment, then there is no extra charge. If these containers can be handled by utilizing emergency gear attached to standard spreader, then surcharge listed applied. If extra equipment or manpower is required, then they will be billed on an extra labor basis with equipment rental as required.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

	Included (Marked YES)	Not Included (Marked NO)
Terminal Operations		
Personnel & Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Supervision	YES	
Equipment	YES	
Activities		
Receiving & delivery of containers		
- Mon-Fri (excluding holidays) 0800 - 1700	YES	
- Sat, Sun, Holidays, Nights, Extended day shifts		NO (1)
Third gate moves		NO
Mounting/dismounting to/from road transport	YES	
Recording seal numbers	YES	
Weighing export containers	YES	
Verifying correct hazardous cargo labeling	YES	
Basic computer services	YES	
Physical inventories of equipment (2 times/Yr)		NO
Yard rehandle for change of port/vessels, pre-mount to chassis, chassis flip or in yard drayage		NO
Yard rehandle for survey or inspection		NO
Housekeeping/sweeping of terminal	YES	
Terminal security (excluding gangway/vessel guards)	YES	

Note 1: Unless it is done during the Pier Pass night.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

	Included (Marked YES)	Not Included (Marked NO)
Other Operation Costs		
Costs		
Insurance and Taxes	YES	
PMA man-hour assessments	YES	
Lap time for key personnel	YES	
Travel time/expenses (where applicable)		NO
Time in Lieu claims against vessel		NO
Terminal utilities	YES	
Terminal repairs	YES	
Fuel for Contractor's equipment	YES	
Wharfage	YES	
Demurrage		NO (1)
Dockage		NO
PMA tonnage assessments		NO
Lines, tugs and pilots		NO
Penalty cargo		NO

Note 1: No container storage or empty return is allowed. In the event Carrier or its consignees fail to remove the containers within the free time allowed, Carrier agrees to pay 100% demurrage per the Port Tariff plus an extra $100 per unit per day for terminal congestion fee.

EXHIBIT D

TERMINAL AND STEVEDORING SERVICES AGREEMENT

CARRIER	CONTRACTOR
NAME : BAL Container Line Co., LTD ADDRESS : Unit 503, 5/F Silvercord Tower 2, 30 Canton Rd, Tsim Sha Tsui CITY, STATE : Hong Kong, China CONTACT : TELEPHONE : FACSIMILE : E-MAIL :	NAME : SSA Terminals (Pier A), LLC ADDRESS : 1131 SW Klickitat Way CITY, STATE : Seattle, WA 98134, USA CONTACT : TELEPHONE : FACSIMILE : E-MAIL :
	TERMINAL
BAL – VESSEL "CSL SANTA MARIA 1242E"	**PIER A, LONG BEACH**
DESCRIPTION OF CARGOES AND SERVICES	
SHORT-TERM TERMINAL SERVICE FOR BAL CONTAINER LINE VESSEL "CSL SANTA MARIA" CALLING PIER A, LONG BEACH, CA. **THE CONTRACT IS VALID FROM VESSEL ARRIVAL TO 10 DAYS AFTER ALL IMPORT-LADEN CONTAINERS UNDER THIS VESSEL HAVE LEFT THE TERMINAL.**	

1. BASIC AGREEMENT AND PAYMENT TERM

Carrier agrees to hire Contractor to provide, and Contractor agrees to perform, stevedoring and terminal related services within the dates as identified above. The parties agree to cooperate in scheduling the date(s) and time(s) when the vessel is to arrive and/or services are to be performed.

For rates terms and conditions please refer to Appendix A. Carrier agrees to pre-pay for the services. The pre-payment amount should be equal to the amount of estimated container moves times throughput rates, plus an additional 25% for miscellaneous charges. The payment should be paid seven (7) days prior to vessel arrival. The vessel operation will not commence until payment has been received.

Contractor shall invoice Carrier for any additional charges in excess of the pre-payment upon completion of the vessel operations. Carrier shall pay any additional charges within 30 days of the invoice date and prior to all import-laden containers leaving the terminal. Any payments not received by Contractor within thirty (30) days of the invoice date shall accrue interest from the thirty-first (31st) day at the rate of one and one-half percent (1.5%) per month. Interest charges to the Carrier will be invoiced separately at the end of each month and Contractor will list invoices which were paid late during the month and interest will be calculated on any invoice-by-invoice basis.

Any pre-payment left unused will be refunded within 10 working days after all import-laden containers under each specific vessel have left the terminal.

2. INDEPENDENT CONTRACTOR

Contractor performs under this agreement in the sole capacity of an independent contractor, and not as an agent, employee, partner, or joint venturer, of Carrier. Contractor shall be responsible for employment-related obligations with respect to its employees, all of whom are specifically excluded from the employee benefit, unemployment insurance, workers compensation, and similar programs of Carrier; Contractor's employees shall at all times act under Contractor's direction and control, and shall not be deemed borrowed servants of Carrier or the vessel, including its owner/charterer.

3. BILLS OF LADING

Carrier shall be responsible for ensuring that all bills of lading and transportation agreements applicable to the goods incorporate the United States Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §1300 et seq., as amended, or if COGSA is not applicable the Hague Rules of 1921, 51 Stat. 233, as amended, and that all the benefits, defenses, exceptions, immunities, and limitations upon liability granted under such regime for benefit of Carrier and/or the carrier are extended to the periods of time prior to and during the loading of the goods, and during and following the discharging of the goods, and otherwise to and for the benefit of Contractor. In addition, whenever any such benefits, defenses, exceptions, immunities, and limitations have been waived, limited, and/or omitted by Carrier, as in the case of ad valorem or dangerous goods, for example, Carrier shall be responsible for providing Contractor with written notice thereof prior to tender of the goods to Contractor. Carrier will advise Contractor in writing at least ten (10) days in advance of the cargoes arrival at the terminal of the cargoes as to which a waiver has been granted to permit Contractor sufficient time to arrange for appropriate handling and appropriate insurance coverage as may be required. If Carrier fails to provide such information to Contractor, Carrier will indemnify Contractor for the amount by which any liability of Contractor may exceed that which would otherwise have been the case under the terms of the Bill of Lading of the Carrier. Contractor retains right to negotiate new rates for any cargo wherein limits of liability have been changed or waived provided that in no case shall the rates be increased beyond what is required to compensate Contractor for that increased insurance premium cost and loss related expense properly applied to the cargo covered by this provision. Carrier agrees to indemnify and hold Contractor harmless (including legal fees and costs) of and from its failure, in whole or part, to meet the requirements of this section.

4. ALLOCATION OF LIABILITY

a. **Contractor's liability and duty to indemnify**

(1). Subject to section 3 above, Contractor shall be responsible to Carrier for

(a) any property damage to any Carrier vessel, or to the equipment or other property belonging to or leased by or in the control of Carrier, and

(b) any personal injury, death, or disability suffered by any director, officer, or employee of Carrier, resulting from the negligent performance by Contractor, its directors, officers, employees, or sub-contractors, of any of Contractor's obligations under this Agreement.

(2). Contractor shall further indemnify Carrier against any claim, penalty, suit, or action by third party resulting from the negligent performance by Contractor, its directors, officers, employees or sub-contractors, of any of Contractor's obligations under this Agreement.

(3). Any fully documented and justified claim arising out of the above must be submitted by Carrier to Contractor within 2 days of the completion of the services provided under this Agreement. Any claim so submitted should be settled within 60 days of receipt of complete documentation.

b. **Carrier's liability and duty to indemnify**

(1). Carrier shall be responsible to Contractor for:

(a) any property damage to any equipment or other property of Contractor or of any sub-contractor of Contractor,

(b) any personal injury, death, or disability suffered by any director, officer, or employee, of Contractor or of any sub-contractor of Contractor, resulting from the negligent performance by Carrier, its directors, officers, or employees, of any of Carrier's obligations under this Agreement.

(2). In addition to the requirements to indemnify set forth in section 3 above, Carrier shall further indemnify Contractor or any sub-contractor of Contractor against any claim, penalty, suit, or action by third party resulting from the negligent performance by Carrier, its directors, officers, or employees, of any of Carrier's obligations under this Agreement

5. INSURANCE

a. Contractor shall, at its expense, maintain the following insurances in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Contractor/terminal operator legal liability insurance, with limits of at least $10,000,000 per occurrence;

(2). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(3). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Contractor's obligations hereunder, with minimum limits of $10,000,000.

b. Carrier shall, at its expense, maintain the following insurance in furtherance of the foregoing allocation of liability throughout the term of this agreement and any extension thereof:

(1). Hull and machinery insurance on the vessels to their full value;

(2). Protection and indemnity insurance pursuant to a standard P&I club entry including coverage for pollution/environmental risks; and

(3). Workers compensation and employers liability insurance, extended to include coverage under the Longshore Act and any applicable state workers compensation acts, with statutory limits for workers compensation and limits of at least $5,000,000 per occurrence for employers liability; and

(4). Public liability/marine general liability insuring against bodily injury and property damage and including contractual liability coverage for Carrier's obligations hereunder, with minimum limits of $10,000,000.

c. The rates charged by Contractor for the services under this agreement are partially based upon the allocation of liability and insurance requirements set forth above. Each required insurance shall be specifically endorsed to provide a waiver of subrogation as to the non-procuring party. There shall be no material change in any insurance during the term of this agreement or any extension thereof without the prior written consent of the non-procuring party. All insurances shall be upon forms and with underwriting security acceptable to the non-procuring party. Prior to the commencement of services, each party shall provide the other party with certificates and/or complete copies of policies, as requested, confirming that the foregoing insurances have been procured and are being maintained as set forth in this agreement.

d. Failure of Insurance. Each party agrees to indemnify and hold harmless (including legal fees and costs) the other of and from any failure to provide an insurance as required in this Agreement, failure (for any reason) of any insurance, and/or any other breach of the insuring requirements set forth in this agreement, including any breach of warranty or other policy condition.

6. FACILITY SECURITY PLAN

Terminal facilities leased and/or operated by Contractor have facility security plans as required by the Marine Transportation Safety Act of 2002, to ensure the application of security measures designed to protect the terminal facility at the various maritime security (MARSEC) levels. Carrier understands and acknowledges the importance of such matters, and agrees to fully cooperate with all MARSEC, Coast Guard and/or Contractor security directives as well as all training, drills, exercises, screenings, sweepings, surveys, examinations and assessments of Contractor, the Coast Guard and/or any law enforcement official at the terminal facility designed to identify, protect against, alleviate and/or eliminate threats to security.

7. ASSIGNMENTS AND SUBCONTRACTING

Contractor shall not be entitled to assign this agreement or any portion thereof, nor may Contractor subcontract with respect to its performance under this agreement.

8. FORCE MAJEURE

Neither Party shall be responsible or held liable to the other Party for its failure to perform under this Agreement to the extent that any such failure is directly attributable to and the result of, Acts of God, war, whether declared or undeclared, civil unrest, strikes, lockouts, labour slowdowns or other similar labour difficulties, acts of government, whether national, state or local, fire, explosion, or other similar cause which is not reasonable foreseeable and beyond the control of the Party failing to meet its obligations hereunder and seeking to be excused therefrom. Any excuse for failure under this provision shall extend only to the duration of the force major events as stated or any longer period agreed by the Parties.

9. NO CONSEQUENTIAL DAMAGES

Except as specifically provided herein, neither party shall under any circumstances be liable to the other party or any other party for any indirect, consequential 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.

10. APPLICABLE LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the general maritime law of the United States or by the laws of the state of California in the event there is no applicable general maritime rule of law. The Parties agree that any and all disputes or differences between them arising under this Agreement shall, if possible, be resolved amicably and promptly by means of a meeting of representatives of the Parties authorized by each Party to conclude such resolution, held in good faith in an attempt to resolve any such matters. In the event that no such amicable resolution is obtained within ninety (90) days of such matter having been addressed by the Parties as set forth above, then the parties hereby submit to the exclusive personal and subject matter jurisdiction of the U.S. District Court in Los Angeles, California, with respect to any litigation arising out of this Agreement and agree that the substantially prevailing party shall be entitled to recover its reasonable legal fees and costs.

11. PREVENTION OF CORRUPTION

Each Party represents and warrants to the other Party that the Party and any of its sub-contractors, is not identified on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons ("The SDN List"). The SDN List can be accessed on the following link:

https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx

Each Party represents and warrants to the other Party that the Party and every natural person, company or other entity (collectively, a "Person") acting on behalf of the Party (i) are familiar with, (ii) understand, and (iii) have not violated any of the American Anti-Corruption Act and/or the Foreign Corrupt Practices Act of United States (FCPA) and other similar anti-corruption laws and regulations applicable to other jurisdictions where Contractor or every Person acting on behalf of Contractor will provide services under this Agreement or do anything in connection with this Agreement (hereinafter collectively referred to as the "Anti-Corruption Laws"). Each Party represents and warrants to the other Party that the Party and every Person acting on behalf of Contractor have not been convicted or investigated by law enforcement or other competent agencies for violations of the Anti-Corruption Laws.

Each Party shall and shall ensure that every Person acting on behalf of the Party shall, comply fully with all the Anti-Corruption Laws. In connection with the Party's obligations under this Agreement, each Party shall not, and shall ensure that every Person acting on behalf of the Party shall not, (1) give, offer or promise to give anything of value, including but not limited to, any cash, meal, gift, entertainment, political contribution, or travel (collectively, "Gifts"), directly or indirectly, to any government or public official, any director, officer or employee of a government-owned or state-owned entity, any political party or party official, any political candidate, or any official of a public international organization (collectively, the "public officials"), or to any of their respective agents, representatives, family members or other relatives, for the purpose of obtaining, retaining or developing business by (a) influencing any act or decision by the public officials, or (b) inducing the public officials to do or omit to do any action in violation of the public officials' lawful duty, or (c) securing any improper advantage, or (2) authorize any Person to give, offer or promise to give the Gifts to any other Person with the knowledge or firm belief that all or a portion of the Gifts will be given, offered, or promised to give, directly or indirectly, to the public officials for any of the purposes described in (1) above. Each Party shall and shall ensure that every Person acting on behalf of the Party shall, prepare and maintain accurate books, records and accounts necessary to demonstrate its compliance with the Anti-Corruption Laws. Each Party shall and shall ensure that every Person acting on behalf of the Party shall, execute written certifications and provide the other Party with information and materials reasonably requested by the other Party in order for the other Party to examine whether the Party or such Person is in compliance with the Anti-Corruption Laws.

If a Party or every Person acting on behalf of the Party is reasonably determined by the other Party to be in breach of the Anti-Corruption Laws, this Agreement may be terminated upon written notice to Party with immediate effect without the Party terminating the Agreement being subject to any liability to the other Party or any other Person.

A Party found in violation of the Anti-Corruption law shall indemnify and hold harmless the other Party from and against any and all liabilities, losses, fines, costs, or other damages resulting from or arising out of any breach by the Party in violation of the Anti-Corruption Laws or every Person acting on behalf of Party in violation of the Anti-Corruption Laws.

12. SEVERABILITY

If any provision of this agreement is determined to be invalid and/or contrary to law, it is agreed that such provision shall be deemed severed from this agreement as if it had never been a part hereof and the remaining provisions of this agreement shall continue in full force and effect.

13. COUNTERPARTS AND EXECUTION

This agreement may be executed in counterparts and/or by electronic exchange of signatures. All counterparts shall be deemed the same single agreement, and signatures exchanged by emails shall be deemed equivalent to original signatures.

14. CHASSIS USAGE, TERMINAL STORAGE, AND M&R SERVICE

Carrier will be responsible for providing chassis usage via its chassis vendors.

Carrier agrees no container storage or empty return is allowed. All import laden containers should be removed from the terminal within the free time per the Port of Long Beach Tariff. In the event that Carrier or its consignees fail to pick up containers within free time, Carrier agrees to pay 100% port demurrage.

No regular M&R service will be provided except urgent repairs or care, subject to extra charge.

15. DEMURRAGE COLLECTION

Demurrage will be charged per the Port Tariff, Carrier's Line Tariff, and Extended Dwell Time Fee. At the request of Carrier, Contractor will collect demurrage for Carrier per the Port Tariff, Carrier's Line Tariff, and Extended Dwell Time Fee at the Terminal. Contractor will retain 100% of Port Tariff and Extended Dwell Time Fee plus 10% of collected Line Tariff as service fee. If this amount is greater than Carrier's tariff, Contractor will invoice Carrier for the difference; if it is less than Carrier's tariff, Contractor will remit difference to Carrier.

16. INTEGRATION, HEADINGS AND NEUTRAL CONSTRUCTION

This agreement, including Appendix A, sets forth the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written; this agreement shall not be modified unless through a writing signed by both parties. The headings utilized are for reference only and are not substantive. This agreement shall be construed neutrally, and for the mutual benefit of the parties, rather than for or against either party.

Carrier:

BAL CONTAINER LINE CO., LTD
Unit 503, 5/F Silvercord Tower II,
30 Canton Road, Tsin Sha Tsui
Hong Kong, China

Authorized Signature

1-03-2022
Date

Contractor:

SSA TERMINALS (LONG BEACH), LLC
1131 SW Klicktat Way
Seattle, WA 98134

Authorized Signature

01/08/2022
Date

APPENDIX A

THIS APPENDIX is attached to and made a part of that Terminal and Stevedoring Services Agreement (which, together with this Appendix attached thereto and any attachments to this Appendix, is hereafter referred to as "the Agreement") between Carrier and Contractor.

SCHEDULE OF RATES:

A. STEVEDORING RATES (7 DAYS X 16 HOURS, 1ST and 2nd shift):

1. Basic Stevedoring Rate (up to 45'):
   Full or Empty Container — $750.00 per container move
   3rd Shift Surcharge — $22.76 per container move

2. Over-dimension, over-weight or damaged container that can be lifted by Contractor's regular container spreader with attachment additional charge:
   $355.37 per container move

3. Shifting/rehandling container:
   a. Restowing in single move in same bay — $253.93 per container
   b. Other than above (restowing in double move): — $407.86 per container

4. Handling of non-containerized cargo and loading or discharging over-dimension or damaged container, which cannot be lifted by Contractor's regular container spreader with attachment and required jury-rigging: Gang hour billing rates (Extra Labor)

5. Labor standby, detention, and deadtime: Actual detention time at gang hour billing rates (Detention)

6. Gang Hour Billing Rates (Extra Labor):
   a. First Shift — $ 3,688.82 per gang per hour
   b. Second Shift — $ 4,404.38 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,761.15 per gang per hour
   d. Third Shift — $ 5,476.05 per gang per hour
   e. Overtime 3rd Shift — $ 5,900.41 per gang per hour

7. Gang Hour Billing Rates (Detention):
   a. First Shift — $ 3,320.72 per gang per hour
   b. Second Shift — $ 3,829.87 per gang per hour
   c. Overtime 1st & 2nd Shift — $ 4,140.13 per gang per hour
   d. Third Shift — $ 4,761.78 per gang per hour
   e. Overtime 3rd Shift — $ 5,130.79 per gang per hour

B. TERMINAL RATES (Monday – Friday, 0800 – 1700, excluding holidays):

1. 3rd Gate Moves: — $82.20 per gate move

2. Shifting/re-handling containers in the yard for change of port/vessel, pre-mount to chassis, chassis flip or in yard drayage: — $73.98 per move

3. Receiving/delivery of non-containerized cargo: Per Port Tariff

4. Receive/Redeliver: $187.73 per container

5. U.S. Customs Seal $69.93 per seal

6. Overtime Gate: Cost + 25% prorated

C. LABOR AND EQUIPMENT COST

1. Man-hour Billing Rates (Excluding Guarantee Cost):

CLASSIFICATION	Lap Hrs	RATE	*Travel Rate*	1st Shift Detention	1st Shift Extra Labor	2nd Shift Ex-Labor	1st & 2nd OT Ex-Labor	3rd Shift Weekday Ex-Labor	3rd Shift Weekend Ex-Labor
Lashers		Basic L/S	*109.57*	$109.57	$118.82	$142.54	$154.41	$161.52	$175.75
Tophandler/Side Pick	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Tractor Semi - Ship		15.00%	*113.26*	113.26	122.99	147.95	160.43	167.92	182.88
Crane Cont. Gantry	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Clk Supv - Computer	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Supercargo	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
Chief Supervisor	8/2	30.00%	*118.50*	158.14	171.15	197.84	211.21	254.16	270.17
W/B Ship Foreman	8/2	W/B	*140.60*	188.29	204.58	238.02	254.74	307.39	327.45
Steady Foreman	8/2	W/B	*147.44*	196.84	213.13	246.57	263.29	316.96	337.02
Basic Clerk - Dock		Clerk	*109.57*	109.57	118.82	142.54	154.41	161.52	175.75
Gearman - LB	8/2	Misc.	*122.88*	164.16	177.89	206.05	220.14	265.14	282.03
Supervisor - Dock	8/2	25.00%	*116.76*	155.75	168.47	194.59	207.65	249.81	265.48
Lift Truck - Heavy		25.00%	*116.76*	116.76	126.94	153.06	166.12	173.96	189.63
Linesman			*109.57*	109.57	142.44	173.29	188.73	197.98	216.48
Lead Linesman			*113.26*	113.26	147.25	179.70	195.94	205.66	225.12

	Mon-Fri Day Shift	Mon-Fri Night Shift	Wknd/Hol Day OT	Wknd/Hol Night OT
Watchman - LB/Oak.	108.95	110.49	139.31	141.62

2. Equipment Rental Rates:

Forklifts:	Rate per Hour
Five ton	$20.80
Electric	$20.80
Electric with attachment	$22.80
Ten ton	$37.50
Fifteen ton	$52.20
Twenty-five ton	$70.00
Twenty-five ton with attachment	$91.80
Thirty to thirty-five ton with expandable spreader	$110.50

Other Equipment:	
Sidepicker	$66.00
Yard hustler	$30.00
Transtainer	$150.00
Gantry crane	$950.00
Top handler	$135.00

D. PORT OF LONG BEACH TARIFF:

1. Wharfage	Included
2. Dockage	50% of Port Tariff
3. Demurrage	Per Port Tariff
4. General Cargo	Per Port Tariff

INCLUSIONS/EXCLUSIONS:

	Included (Marked YES)	Not Included (Marked NO)
Stevedoring Operations:		
Personnel and Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Stevedoring differentials:		
- Second shift straight time	YES	
- Overtime	YES	
- Third shift (weekend, weekday)		NO
Supervision	YES	
CONTRACTOR'S equipment	YES	
Gantry Cranes	YES	
Gangway/vessel guards		NO
Standby & Detentions		
Standby for vessel		NO
Standby for weather		NO
Standby for Time in Lieu Claim		NO
Standby for governmental agency		NO
Standby for events beyond Contractor's control		NO
Standby for Contractor's equipment	YES	
Standby for gantry crane breakdown	YES	
Standby for gangs to fill	YES	
Standby for vessel gear		NO
Standby for change in stow or operation		NO
Standby awaiting cargo		NO
Standby/detention for "safety" lashing aloft	YES	
Standby for damaged, frozen or improperly installed cones/lashing equipment or broken cell guides		NO (1)
Uncovering/covering hatches within the capacity of the container crane (Initial/final)	YES	
Standby for Labor dispute/work stoppage on account of vessel or Carrier		NO
Guarantee/NWP (to fill out a shift)		NO

Note 1: Contractor should inform Carrier's representative and/or ship master of the conditions as soon as possible and to obtain a signed report for the related detention.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

Stevedoring Operations:

Activities: Loading/Discharging	Included (Marked YES)	Not Included (Marked NO)
Planning vessel operations	YES	
Preparation of stowage plan	YES	
Handling standard ISO containers	YES	
Handling flat racks bundled for single lift	YES (2)	
Verification of intact seals	YES	
Overheight/overwidth/damaged containers		NO (1,2)
Chassis		NO
General cargo		NO
Lashing/unlashing containers	YES	
Lashing/unlashing other cargoes		NO
Discharging loose cargo from damaged containers aboard vessels or on the dock		NO
Plugging/unplugging reefers on vessel		NO
Premounting		NO

Note 1: See rate schedule for specific charges

Note 2: If these containers can be handled with the regular equipment in use for standard containers without any additional manpower or equipment, then there is no extra charge. If these containers can be handled by utilizing emergency gear attached to standard spreader, then surcharge listed applied. If extra equipment or manpower is required, then they will be billed on an extra labor basis with equipment rental as required.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

	Included (Marked YES)	Not Included (Marked NO)
Terminal Operations		
Personnel & Equipment		
Longshore labor S.T.	YES	
Clerks' labor S.T.	YES	
Supervision	YES	
Equipment	YES	
Activities		
Receiving & delivery of containers		
- Mon-Fri (excluding holidays) 0800 - 1700	YES	
- Sat, Sun, Holidays, Nights, Extended day shifts		NO (1)
Third gate moves		NO
Mounting/dismounting to/from road transport	YES	
Recording seal numbers	YES	
Weighing export containers	YES	
Verifying correct hazardous cargo labeling	YES	
Basic computer services	YES	
Physical inventories of equipment (2 times/Yr)		NO
Yard rehandle for change of port/vessels, pre-mount to chassis, chassis flip or in yard drayage		NO
Yard rehandle for survey or inspection		NO
Housekeeping/sweeping of terminal	YES	
Terminal security (excluding gangway/vessel guards)	YES	

Note 1: Unless it is done during the Pier Pass night.

RECAP OF ITEMS INCLUDED AND NOT INCLUDED IN THROUGHPUT RATE

	Included (Marked YES)	Not Included (Marked NO)
Other Operation Costs		
Costs		
Insurance and Taxes	YES	
PMA man-hour assessments	YES	
Lap time for key personnel	YES	
Travel time/expenses (where applicable)		NO
Time in Lieu claims against vessel		NO
Terminal utilities	YES	
Terminal repairs	YES	
Fuel for Contractor's equipment	YES	
Wharfage	YES	
Demurrage		NO (1)
Dockage		NO
PMA tonnage assessments		NO
Lines, tugs and pilots		NO
Penalty cargo		NO

Note 1: Demurrage will be charged per the Port Tariff, Carrier's Line Tariff, and Extended Dwell Time Fee. At the request of Carrier, Contractor will collect demurrage for Carrier per the Port Tariff, Carrier's Line Tariff, and Extended Dwell Time Fee at the Terminal. Contractor will retain 100% of Port Tariff and Extended Dwell Time Fee plus 10% of collected Line Tariff as service fee. If this amount is greater than Carrier's tariff, Contractor will invoice Carrier for the difference; if it is less than Carrier's tariff, Contractor will remit difference to Carrier.

EXHIBIT E

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and Carrix Collaboration

INVOICE

INVOICE	DATE
9430013106	11/22/2021
TERMS	**DUE DATE**
UPON RECEIPT	

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-46-1
11-06-2021 to 11-12-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
AS CONSTANTINA 2130E STORAGE

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			964,600.00
					964,600.00	

TOTAL INVOICE DUE IN U.S.D. **$964,600.00**

REMIT TO: **SSA TERMINALS (PIER A), LLC**
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 91-1983909

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

Customer shall pay all reasonable attorney's fees and costs in the event suit is commenced to collect this account or invoice. If invoice is not paid when due, all billed but unpaid invoices on this account shall be immediately due and payable.

EXHIBIT F

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and Carrix Collaboration

INVOICE

INVOICE	DATE
9430013105	11/22/2021
TERMS	**DUE DATE**
UPON RECEIPT	

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-46-1
11-06-2021 to 11-12-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
SANTIAGO 2128E STORAGE

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			953,500.00
					953,500.00	

TOTAL INVOICE DUE IN U.S.D. **$953,500.00**

REMIT TO: **SSA TERMINALS (PIER A), LLC**
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 91-1983909

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

Customer shall pay all reasonable attorney's fees and costs in the event suit is commenced to collect this account or invoice. If invoice is not paid when due, all billed but unpaid invoices on this account shall be immediately due and payable.

EXHIBIT G

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and CarrIx Collaboration

INVOICE

INVOICE	DATE
9430013108	11/22/2021
TERMS	**DUE DATE**
NET 30 DAYS	12/22/2021

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-46-1
11-06-2021 to 11-12-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
TS MANILA 2133E

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			999,900.00
						999,900.00
	TOTAL INVOICE DUE IN U.S.D.					$999,900.00

As a consequence of expected increases in PMA manhour & tonnage assessments and ILWU wages resulting from current contract negotiations, invoices covering work performed after 8:00 AM 07/02/2022, may be subject to retroactive adjustment.

REMIT TO: **SSA TERMINALS (PIER A), LLC**
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 82-3251181

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

*** INVOICE TRANSACTION LOG ***

DATE	REFERENCE	DESCRIPTION	AMOUNT
20220915		ADJUSTMENT	589,900.00
		BALANCE DUE	410,000.00

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

Customer shall pay all reasonable attorney's fees and costs in the event suit is commenced to collect this account or invoice. If invoice is not paid when due, all billed but unpaid invoices on this account shall be immediately due and payable.

EXHIBIT H

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and Carrix Collaboration

INVOICE

INVOICE	DATE
9430013107	11/22/2021
TERMS	**DUE DATE**
NET 30 DAYS	12/22/2021

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-46-1
11-06-2021 to 11-12-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
ZHONG GU SHAN DONG 2132E STORAGE

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			1,375,400.00
						1,375,400.00

TOTAL INVOICE DUE IN U.S.D. $1,375,400.00

As a consequence of expected increases in PMA manhour & tonnage assessments and ILWU wages resulting from current contract negotiations, invoices covering work performed after 8:00 AM 07/02/2022, may be subject to retroactive adjustment.

REMIT TO: SSA TERMINALS (PIER A), LLC
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 82-3251181

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

*** INVOICE TRANSACTION LOG ***

DATE	REFERENCE	DESCRIPTION	AMOUNT
20220519	ACH-65106610282	PAYMENT	1,375,400.00
20220617		FILE MAINTENANCE	1,375,400.00
20220915		ADJUSTMENT	138,500.00
		BALANCE DUE	1,236,900.00

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

Customer shall pay all reasonable attorney's fees and costs in the event suit is commenced to collect this account or invoice. If invoice is not paid when due, all billed but unpaid invoices on this account shall be immediately due and payable.

EXHIBIT I

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and CarrIx Collaboration

INVOICE

INVOICE	DATE
9430013584	01/02/2022
TERMS	**DUE DATE**
NET 30 DAYS	02/01/2022

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-46-1
11-06-2021 to 11-12-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
AS CONSTANTINA 2130E STORAGE

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			206,700.00
						206,700.00

TOTAL INVOICE DUE IN U.S.D. $206,700.00

As a consequence of expected increases in PMA manhour & tonnage assessments and ILWU wages resulting from current contract negotiations, invoices covering work performed after 8:00 AM 07/02/2022, may be subject to retroactive adjustment.

REMIT TO: SSA TERMINALS (PIER A), LLC
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 82-3251181

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

Customer shall pay all reasonable attorney's fees and costs in the event suit is commenced to collect this account or invoice. If invoice is not paid when due, all billed but unpaid invoices on this account shall be immediately due and payable.

EXHIBIT J

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and Carrix Collaboration

INVOICE

INVOICE	DATE
9430013587	01/02/2022
TERMS	**DUE DATE**
NET 30 DAYS	02/01/2022

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-52-1
12-18-2021 to 12-24-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
TS MANILA 2133E

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			1,023,900.00
						1,023,900.00

TOTAL INVOICE DUE IN U.S.D. $1,023,900.00

As a consequence of expected increases in PMA manhour & tonnage assessments and ILWU wages resulting from current contract negotiations, invoices covering work performed after 8:00 AM 07/02/2022, may be subject to retroactive adjustment.

REMIT TO: SSA TERMINALS (PIER A), LLC
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 82-3251181

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

*** INVOICE TRANSACTION LOG ***

DATE	REFERENCE	DESCRIPTION	AMOUNT
20220915		ADJUSTMENT	266,600.00
		BALANCE DUE	757,300.00

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

Customer shall pay all reasonable attorney's fees and costs in the event suit is commenced to collect this account or invoice. If invoice is not paid when due, all billed but unpaid invoices on this account shall be immediately due and payable.

EXHIBIT K

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and Carrix Collaboration

INVOICE

INVOICE	DATE
9430013583	01/02/2022
TERMS	**DUE DATE**
UPON RECEIPT	

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-52-1
12-18-2021 to 12-24-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
SANTIAGO 2128E STORAGE

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA	51,700.00		51,700.00
					51,700.00	

TOTAL INVOICE DUE IN U.S.D. **$51,700.00**

REMIT TO: **SSA TERMINALS (PIER A), LLC**
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 91-1983909

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

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EXHIBIT L

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and Carrix Collaboration

INVOICE

INVOICE	DATE
9430013586	01/02/2022
TERMS	**DUE DATE**
NET 30 DAYS	02/01/2022

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-52-1
12-18-2021 to 12-24-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
ZHONG GU SHAN DONG 2132E

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			237,800.00
						237,800.00

TOTAL INVOICE DUE IN U.S.D. $237,800.00

As a consequence of expected increases in PMA manhour & tonnage assessments and ILWU wages resulting from current contract negotiations, invoices covering work performed after 8:00 AM 07/02/2022, may be subject to retroactive adjustment.

REMIT TO: SSA TERMINALS (PIER A), LLC
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 82-3251181

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

*** INVOICE TRANSACTION LOG ***

DATE	REFERENCE	DESCRIPTION	AMOUNT
20220915		ADJUSTMENT	6,100.00
		BALANCE DUE	231,700.00

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

Payment will be applied first to interest accrued to date of receipt of payment and remainder will be applied to the principal balance owing on this invoice. Please include invoice numbers on all check remittances to ensure proper application.

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EXHIBIT M

SSA TERMINALS (PIER A), LLC
LONG BEACH, CA

SSATerminals
A Matson and Carrix Collaboration

INVOICE

INVOICE	DATE
9430013588	01/02/2022
TERMS	**DUE DATE**
NET 30 DAYS	02/01/2022

CUSTOMER: B823 943 2BAL

CODE: 00
JOB NUMBER: 11943-52-1
12-18-2021 to 12-24-2021

PIER A, LONG BEACH,CA
GATE-YARD/DOCK-TERMINAL CHARGES
SANTIAGO 2135E

BILL TO: BAL CONTAINER LINE CO LTD
C/O NORTON LILLY
1 ST LOUIS PLACE
MOBILE, AL 36602

Opcode	Description	Units	Type	Rate	Prorate	Amount
9009	STORAGE	1.000	EA			3,035,900.00
						3,035,900.00
	TOTAL INVOICE DUE IN U.S.D.					$3,035,900.00

As a consequence of expected increases in PMA manhour & tonnage assessments and ILWU wages resulting from current contract negotiations, invoices covering work performed after 8:00 AM 07/02/2022, may be subject to retroactive adjustment.

REMIT TO: SSA TERMINALS (PIER A), LLC
By ACH:ACCT#485010367387 ABA 323070380
By Ck: 1131 SW KLICKITAT WAY
SEATTLE, WA 98134
E.I.N.: 82-3251181

For billing questions, contact STEPHANIE LUCKEY @ 801-545-3216 Fax 801-545-3117.
For payment questions, contact CREDIT @ 800-422-3505.

*** INVOICE TRANSACTION LOG ***

DATE	REFERENCE	DESCRIPTION	AMOUNT
20220915		ADJUSTMENT	1,724,400.00
		BALANCE DUE	1,311,500.00

Terms of Payment: An interest charge of 1 ½ percent per month, or portion thereof, will be assessed if payment is not received by the due date. Payment is to be made from this invoice, no statement will be issued.

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Customer shall pay all reasonable attorney's fees and costs in the event suit is commenced to collect this account or invoice. If invoice is not paid when due, all billed but unpaid invoices on this account shall be immediately due and payable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of December 2023, the foregoing document was served via electronic mail on:

Federal Maritime Commission
Office of the Secretary
secretary@fmc.gov

Federal Maritime Commission
Presiding Administrative Law Judge
judges@fmc.gov

Counsel for Respondents SSA Marine Terminal and SSA Terminals (Pier A), LLC
Cozen O'Connor
Wayne Rohde
WRohde@cozen.com
Christopher Raleigh
CRaleigh@cozen.com
Kathryn Sobotta
KSobotta@cozen.com
Rachel Schwartz
RSchwartz@cozen.com

/s/ Sarah Yong
SARAH YONG