

WEST COAST MTO AGREEMENT	Supplemental Schedule B Page 1 of 5
Marine Terminal Operator Schedule No. 1	Original Date: July 23, 2005 Revised Date: December 4, 2017

CREDIT AGREEMENT WITH RESPECT TO TRAFFIC MITIGATION FEE

By submitting the PierPass Application for TMF Credit via the PierPass website you are hereby agreeing to the terms and conditions herein and acknowledging that the agreement is made by and between your registered organization (“Customer”) and the members of the West Coast MTO Agreement (“WCMTOA”), FMC No. 201143, who are listed in Exhibit A hereto (the “Members”).

WHEREAS, Customer is a commercial enterprise that is engaged in business and ships cargo to or from the United States via marine terminals located in the Ports of Los Angeles and/or Long Beach; and

WHEREAS, cargo movements via the aforementioned marine terminal facilities are subject to payment of a traffic mitigation fee (“TMF”) pursuant to the marine terminal operator schedule (the “Schedule”) published by WCMTOA and its Members; and

WHEREAS, the Members are required under the terms of the Schedule to collect the TMF at the time the cargo enters or leaves a marine terminal unless other arrangements are made; and

WHEREAS, Customer desires that its freight enter and leave marine terminals at the Ports of Los Angeles and Long Beach without pre-payment of the TMF and therefore desires that the Members extend credit to Customer; and

WHEREAS, PierPass LLC (the “Administrator”) is the agent of the Members for purposes of administering the Schedule, collecting the TMF, enforcing any liens, and evaluating creditworthiness of customers and administering this Credit Agreement; and

WHEREAS, the Administrator has found Customer to be creditworthy as of the date hereof;

NOW, THEREFORE, Customer and each Member of WCMTOA set forth in Exhibit A, acting through the Administrator, hereby agree as follows:

1. In consideration of Customer’s undertakings under this Credit Agreement, each Member agrees to permit Customer’s cargo to enter and/or leave its marine terminal facilities subject to the Schedule without pre-payment of the TMF.

2. In consideration of the agreement of each Member to permit Customer’s cargo to enter and/or leave marine terminal facilities without pre-payment of the TMF, Customer agrees that it shall thereafter pay the TMF in

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full on all cargo which has entered or left a Member's terminal pursuant to the rates and terms in the Schedule, not later than 10 days following invoice date, or upon Administrator's demand for payment, which demand may be made at any time at Administrator's sole discretion. Customer shall pay all invoices through Automated Clearing House (ACH) payment procedures. It is agreed that cash, check, wire transfer, or other payment means will not be accepted. The specific ACH procedures and account information will be specified on the invoices sent to Customer.

3. Customer hereby grants each of the Members a security interest in, and a lien on, goods of Customer (including all additional customers listed by Customer pursuant to paragraph 8) moving in containers that are loaded, unloaded or handled at the Ports of Los Angeles and/or Long Beach by that Member, to secure payment of all TMF amounts due as to which credit has been extended hereunder and that any such lien will extend to all cargo then in the possession of the Member, whether or not the TMF is due and owing as to such cargo, and to all subsequent Import Cargo and/or Export Cargo that comes into the Member's possession. Any lien created by this Credit Agreement shall be in addition to and shall not supplant any liens that members may be entitled to under federal or California law. Members shall be entitled to exercise and/or enforce their liens to the fullest extent permitted under federal and California law, and to delegate the exercise and/or enforcement of that lien to the Administrator and/or its manager or agent. All actions to collect unpaid traffic mitigation fees and/or enforce liens shall be brought in a federal or state court whose jurisdiction includes the Ports of Los Angeles/Long Beach and shall be governed by California or federal law, as applicable.

4. If the services of a broker, forwarding agent or others (hereinafter, individually "Agent" or collectively "Agents") are utilized by Customer in connection with the payment of the TMF, Customer agrees that such Agents act as its agent for such purpose and not as the agent of WCMTOA, its Members, or the Administrator. Customer further agrees that, in extending the credit provided for under this Credit Agreement, the Members are relying upon the credit of Customer. Customer shall be absolutely and unconditionally responsible for payment of the TMF to Administrator within the period set forth in paragraph 2 above, whether or not funds for payment of such freight and other charges have been advanced by Customer to Agents. Shipper provides funds to an Agent to pay the TMF at its own risk. In the event such Agent converts such funds to its own use or for any other reason whatsoever fails to pay them to Administrator, Customer shall remain absolutely and unconditionally liable for the payment of such TMF.

5. Credit privileges granted hereunder may be temporarily suspended or permanently terminated by the Members, or the Administrator acting on their behalf, in the event Customer fails or refuses to comply with the provisions of this Agreement or of the Schedule, or in the event of the insolvency, bankruptcy, liquidation or dissolution of Customer, or other development or

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information reasonably raising questions about the adequacy of Customer's creditworthiness; provided, however, that any such suspension or termination shall not extinguish any of Customer's liabilities or liens on any cargo otherwise existing hereunder. The failure of the Members or the Administrator on any occasion or occasions to suspend or terminate credit privileges or enforce any liens in accordance with this provision shall not constitute a waiver or estoppel of their right to do so at a later time.

6. In the event Customer fails or refuses to comply with the provisions hereof or of the Schedule, Customer shall be liable to the Members for any and all losses, damages or expenses of whatsoever nature incurred by them resulting from or arising out of such failure or refusal, including but not limited to the amount of TMF due and unpaid, interest thereon at the maximum rate permitted by law, and attorneys fees, court costs and other costs incurred by the Members and/or the Administrator in seeking recovery thereof.

7. Customer acknowledges and agrees that the Members or the Administrator, or their agent, may verify Customer's credit rating or credit worthiness through a service such as Dun & Bradstreet or through any other commercially reasonable means. Customer authorizes any other person or entity provided by Customer as a credit reference, including a bank, to make full disclosure to the Members or the Administrator, or their agent, of such credit information concerning Customer as the Members or the Administrator, or their agent, may request. The Members and the Administrator, or their agent, shall use any such information for the sole purpose of determining Customer's initial or on-going creditworthiness, shall keep such information confidential, and shall not disclose such information to any third-party without the prior written consent of Customer.

8. Customer may, at the sole discretion of the Administrator, provide to the Administrator the names of additional customers that are entitled to credit pursuant to this Agreement. It is understood and agreed that any such additional customers shall have the same rights, duties, and obligations under this Agreement, and the Members and Administrator shall have the same rights and remedies with respect to them, as if they were the Customer hereunder. The Administrator may revoke the credit privileges of any such additional customer at any time. If the additional customers have not executed separate credit agreements with the Members, Customer shall be jointly and severally responsible for all TMF incurred by any such additional customers. It is understood and agreed that any failure or refusal by Customer or any additional customer to pay monies due hereunder or under the WCMTOA Schedule may result in the revocation of credit for Customer and all additional customers.

9. Pursuant to Sections 10(b)(13) and 10(d)(3) of the U.S. Shipping Act of 1984, the Customer hereby consents, on behalf of itself and any of its affiliates,

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additional customers listed pursuant to paragraph 8 hereof, shipper(s), and consignee(s), to the disclosure, by any common carrier transporting any of Customer's cargo, WCMTOA, any WCMTOA member, PierPass, Inc., or PierPass LLC, and/or any contractor or agent of any of the foregoing, of such information concerning the nature, kind, quantity, destination, consignee or routing of any of Customer's cargo, as any of them may, in its or their sole discretion, deem reasonably necessary to the application and enforcement of the Schedule or this Agreement. Such disclosure may be made by any of the foregoing to WCMTOA, any WCMTOA member, PierPass, Inc., PierPass LLC, or any of their contractors or agents.

10. The Administrator is the designated agent of each WCMTOA Member for purposes of publishing, administering, and enforcing the Schedule pursuant to which the TMF is collected, enforcing all liens to which any Member may be entitled, whether under this Credit Agreement or under federal or California state law, and is also the designated agent of each WCMTOA member for purposes of evaluating credit-worthiness of Customer and other users of the Members' terminal facilities, and entering into, administering, and enforcing the terms and conditions of this Credit Agreement. It is acknowledged and agreed that the Administrator shall be authorized to take any actions provided for under this Agreement on behalf of the WCMTOA Members. No agreement reached by Customer or additional customers listed pursuant to paragraph 8 hereof relating to matters hereunder shall be binding on Administrator or the Members or otherwise diminish or limit their rights hereunder to collect the TMF in full or other monies due and owing unless agreed to in writing by the Administrator. It is further acknowledged and agreed that the Administrator may take action by and through its manager, PierPass, Inc.

11. This Credit Agreement shall become effective upon verification of the Customer's credit worthiness and Customer's final acceptance of these Terms and Conditions evidenced by checking the Accept PierPass TMF Credit Terms and Conditions checkbox on the PierPass website. This Credit Agreement shall continue in effect until terminated by either party by giving ten (10) days' written notice to the other, provided that such termination shall not extinguish any of Customer's liabilities otherwise existing hereunder prior to the effective date of the termination.

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EXHIBIT A - WCMTOA MEMBERS

APM TERMINALS PACIFIC LTD.
2500 Navy Way
Terminal Island, CA 90731

SSA TERMINALS, LLC
1131 SW Klickitat Way
Seattle, WA 98134

SSAT (Pier A), LLC
c/o SSA MARINE
1131 SW Klickitat Way
Seattle, WA 98134

EAGLE MARINE SERVICES, LTD.
16220 N. Scottsdale Road, Suite 300
Scottsdale, AZ 85254-1781

TOTAL TERMINALS L.L.C.
301 Hanjin Road
Long Beach, CA 90802

EVERPORT TERMINAL SERVICES, INC.
389 Terminal Way, Berth 228-233
Terminal Island, CA 90731

TRAPAC LLC
920 West Harry Bridges Blvd.
Wilmington, CA 90744-5230

INTERNATIONAL TRANSPORTATION
SERVICE, INC.
1281 Pier G Way
Long Beach, CA 90802-6353

WEST BASIN CONTAINER TERMINAL,
LLC
111 W. Ocean Blvd., Suite 1610
Long Beach, CA 90802

LBCT LLC
1171 Pier F Avenue
Long Beach, CA 90802

YUSEN TERMINALS LLC
701 New Dock Street
Terminal Island, CA 90731

PACIFIC MARITIME SERVICES, L.L.C.
c/o SSA MARINE
1131 SW Klickitat Way
Seattle, WA 98134