

SEAGIRT ADDENDUM AGREEMENT

WHEREAS, there is in effect a Collective Bargaining Agreement between the Steamship Trade Association of Baltimore, Inc., on behalf of its members, and the International Longshoremen's Association, AFL-CIO, and its affiliated Local 953; and

WHEREAS, the aforesaid parties desire to supplement the provisions of said Collective Bargaining Agreement with respect to manning and other requirements at the Seagirt Marine Terminal for Ports America Chesapeake, LLC. ("PAC"); and

WHEREAS, except as specifically set forth herein, each and every provision of the Master Contract and the Checkers' and Clerks' Agreement in effect at the date of the signing hereof, or which are entered into after the date of the signing hereof, shall be applicable to the Seagirt Marine Terminal (SMT).

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, the parties AGREE as follows:

1. The provisions of this Seagirt Addendum Agreement ("Addendum Agreement") shall apply only to the following Steamship Lines and associated alliances (current alliances are The Alliance, The Ocean Alliance and 2M Alliance):

Atlantic Container Line
Mediterranean Shipping Company
Maersk/Sealand Lines
Safmarine
Evergreen
Lloyd Tristino
Hatsu Marine
American President Lines
C.M.A.
CCNILine
Columbus Line
P&O Nedlloyd
China Overseas Shipping/COSCOCS
K.Line
Yang Ming Lines
Hanjin Lines
Hyundai Lines
Mitsui Lines
Zim Lines
Hapag Lloyd
Hamburg Sud
NYK
OOCL
United Arab

Turkon
Metro Chassis
DCL Chassis
ARRC
Grimaldi
National Shipping Co. of Saudi Arabia (Bahri)

2. In the event that any other Steamship Line utilizes SMT or any of the Steamship Lines above terminates utilizing SMT, or the volumes increase or decrease, the Parties hereto will negotiate with respect to additional Addendum Agreements to cover wages and manning and other requirements for those Steamship Lines, and if agreement is reached, said Agreement will be set forth in additional Addendum Agreements.

3. The manning set forth in this Addendum Agreement is only applicable to the regular work week and excludes, holidays, nights, weekends, and inclement weather events. Manning, shifts, and roles for holidays, nights, weekends, and inclement weather events shall be jointly agreed upon by Chief Clerk and Terminal Manager. If holidays, nights, and weekends are worked, the employee is entitled to overtime according to applicable guarantees.

4. One (1) Chief Clerk shall be employed to service all of the Steamship Lines set forth in paragraph 1 above.

5. The following additional complement of employees shall be employed to service all of the Steamship Lines set forth in paragraph 1 above.

Five (5) - Assistant Chief Clerks

Twelve (12)- Precheck/TIR Clerks including one (1) who gets paid as a Weigher.
NOTE: One of these Clerks will remain in the outbound lanes to perform Precheck/TIR duties and applicable guarantees will apply.

Five (5) - Utility Clerks shall be employed and will assist in the following clerical functions in joint agreement with the Chief Clerk: Assistant Chief Clerk, Precheck/TIR Clerk, Lot Location Clerk and Customer Service/Billing/US. Customs Coordinator Clerk.
NOTE: One of these Clerks will perform Precheck/TIR duties for the ICTF/CWP gate.

Six (6) - Customer Service/Billing/U.S. Customs/Drayage - These clerks can perform "Pre Check/TIR Clerk" and customer service duties as directed by the employer, which includes, but is not limited to, measuring "out of gauge cargo" TIR containers at SMT destined to and arriving from DMT, ICTF, CWP Empty Depot processing hazmat paperwork, billing, demurrage, US Customs/USDA paperwork, and customer service duties. These Clerks shall process containers via remote camera at all gate complexes at SMT to include, but not limited to the Seagirt Main Gate, Vail Street Gate, CWP Empty Depot Gate (together referred to herein as within the definition of "SMT"). This applies to checking containers and chassis drayed from SMT to DMT, ICTF, CWP, Empty Depot and from DMT, ICTF, CWP, Empty Depot to SMT.

NOTE: One (1) of the Customer Service/Billing/U.S. Customs/Drayage Clerks as part of their normal duties shall perform measuring of "out-of-gauge" cargoes, receiving and processing all hazmat paperwork from truck drivers.

One (1) - Agriculture Receive/Delivery Clerk - Process all Ag Activities. If Agriculture operations are discontinued, this employee will no longer be employed.

NOTE: The Pre-Check/TIR Checkers may not be assigned to the Domestic/Landbridge ICTF Gate without Local 953's approval.

One (1) - Mount/Ground Checker for each Mount/Ground operation, (see definition in Local Agreement, Article I. D. 4.)

Three (3) - Lot Location Clerks.

One (1) Appointments Clerk, whose duties shall consist of (a) entering and confirming on the Appointment Request screen that is utilized for the Pre-Advise/Appointment System, the container number and the chassis number, for export and empty containers to be received into SMT and import load containers delivered from SMT, and, (b) confirming on the Appointment Request screen that is utilized for the Pre-Advise/Appointment System, the empty container booking number and chassis number for empty containers delivered from SMT. Customer Service/Billing/U.S. Customs/Drayage Clerks may be assigned to assist the Appointments Clerk in the event volumes require such assistance.

The Pre-Check/TIR Clerks shall all be assigned Pre-Check duties, which shall now include remote seal verification. Master Contract Flex Time pay shall apply.

Productivity Skill Incentive Pay - Pre-Check/TIR Clerks. All employees who perform Pre-Check Clerk duties will receive the incentive pay set forth below.

Completed

Gate Transactions Pay

0-2,499	8 hours straight time hours
2500 and 2749	8 hours straight and one (1) overtime hour
2750-2999	8 hours straight and two (2) overtime hours
3000 and above	8hours straight and three (3) overtime hours

The Employer reserves the right to withhold productivity pay if an individual clerk's productivity does not meet that individual's historical productivity based on similar historical data and shall do so upon notification of union leadership. All containers that are received and delivered into and out of the CWP Empty Container Depot will count toward these levels for purposes of incentive pay.

6. All Pre-check/TIR Clerks are to perform all gate activities at Seagirt Main Gate, Vail Street Gate, CWP Empty Depot Gate ("SMT") interchangeably with the use of the Next button. Clerks will accept rail and gate information electronically and via EDI.
7. Seal Verification Technology shall be utilized at the following gates-Seagirt Main Gate, Vail Street Gate, CWP Empty Depot Gate ("SMT"), including checking solely for the presence of a seal for export containers.
8. Additional employees may be employed at the discretion of the employer to service the Steamship Lines set forth in 1 above.
9. In addition to the normal day shift of 8:00 a.m. to 5:00 p.m., there shall be day shifts of 6:00 a.m. to 3:00 p.m., 7:00 a.m. to 4:00 p.m., and 9:00 a.m. to 6:00 p.m., Monday through Friday. For all hours worked, within the shifts set forth above, before 8:00 a.m. and after 5:00 p.m., the wage rate shall be one and one quarter times (1 ¼) the employee's straight time rate of pay, except for any hours worked in excess of eight (8), in which case the wage rate for those hours shall be one and one-half times (1 ½) the employee's straight time rate of pay ("overtime rate") (e.g., if an employee starts at 7:00 a.m., takes a meal hour from noon to 1:00 p.m. and does not finish his shift until 5:00 p.m., the hour from 4:00 p.m. to 5:00 p.m. shall be paid at the overtime rate.) The number of persons, based on the manning outlined in paragraphs 4 and 5 above, and the identities of the persons who are assigned to those shifts shall be jointly agreed upon by the Terminal Manager and Chief Clerk.

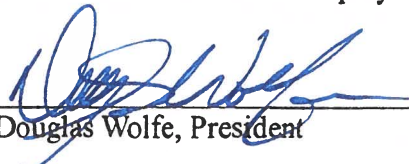
NOTE: Utilization of historical SMT 16:00 start time may be used for fresh labor and any employees ordered for this start time must be over and above minimum manning requirements as set forth herein. In the event the 16:00 start time is utilized, affected employees will receive minimum guarantees and wage pay rates. Manning shall be jointly agreed upon by the Terminal Manager and Chief Clerk. Master Contract Flex Time Agreement Applies.

10. This Addendum Agreement shall supersede and replace any previous addendum agreements entered into between the Parties covering manning and other requirements at SMT for PAC.
11. The manning levels above are based on the current operating conditions at the terminal. Where new devices and new methods are intended to be utilized by PAC within its terminal operations, the provisions of the Final New Technology Master Contract Language ("Technology Implementation and Workforce Protection Language") shall apply.
12. This Addendum Agreement shall remain in effect for the duration of the aforesaid Collective Bargaining Agreement to which it is an addendum provided, however, that either party hereto may cancel this Addendum Agreement at any time prior to the termination date of the aforesaid Collective Bargaining Agreement by giving ninety (90) days written notice to the other Party. Upon termination of this Addendum Agreement, both parties agree to revert back to the Local Contract between Local 953 and the Steamship Trade Association of Baltimore, Inc. (the "Checkers' and Clerks' Agreement").

13. No provision within this Addendum Agreement may supersede any provisions contained within the Master Contract.

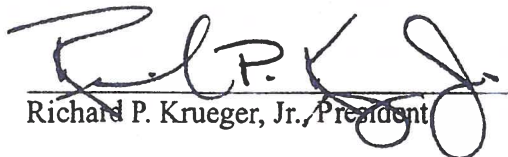
IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 14th day of March 2025.

Steamship Trade Association of Baltimore, Inc.,
on behalf of its Member-Employers



Douglas Wolfe, President

International Longshoremen's Association,
Local 953



Richard P. Krueger, Jr., President

Ports America Chesapeake, LLC

Mark Schmidt

Mark Schmidt, Vice President

SEAGIRT ADDENDUM APPOINTMENT CLERK SETTLEMENT AGREEMENT

WHEREAS, International Longshoremen's Association, Local 953 ("Union") has a collective bargaining agreement, called the Checkers' and Clerks' Agreement ("Agreement") with the Steamship Trade Association of Baltimore, Inc. ("STA"), on behalf of the STA's member employers, including Ports America Chesapeake ("PAC"); and,

WHEREAS, the Union, the STA and PAC are also parties to an Addendum Agreement covering bargaining unit work performed at Seagirt Marine Terminal ("SMT") ("SMT Addendum"); and,

WHEREAS, the Union, the STA and PAC are also parties to an Amendment to the SMT Addendum ("SMT Addendum Amendment") regarding the manning and responsibilities of an Appointments Clerk; and,

WHEREAS, the Union, the STA and PAC are also bound to the terms of the Master Agreement between the International Longshoremen's Association ("ILA") and the United States Maritime Alliance ("USMX"); and,

WHEREAS, the Union filed grievances under the Master Agreement alleging that PAC (a) has not been assigning the Appointments Clerk to enter container numbers and chassis numbers for export and empty containers to be received into SMT and for import load containers delivered from SMT; (b) has not been assigning Customer Service Clerks to process containers via remote camera at all gate complexes at SMT, including drayage of containers from SMT to Dundalk Marine Terminal ("DMT") and from DMT to SMT; and, (c) is draying empty containers between SMT and the Intermodal Container Transfer Facility ("ICTF") at night without them being checked; and,

WHEREAS, a meeting of the Local Industry Grievance Committee is currently scheduled for November 9, 2022 to hear the above-described grievances; and,

WHEREAS, PAC desires to move Customer Service Clerks to offices in Point Breeze; and,

WHEREAS, the Parties wish to avoid the time and expense of the LIGC meeting and, instead, resolve the underlying issues amicably; and,

WHEREAS, except as specifically modified herein, each and every provision of the Agreement, SMT Addendum and SMT Addendum Amendment in effect at the date of the signing of this Settlement Agreement, or which are entered into after the date of the signing hereof, shall be applicable to the Parties.

NOW THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and the mutual promises contained herein, the Parties agree as follows:

1. The Appointments Clerk will, among other duties, enter the container number and chassis number for export and empty containers to be received into SMT and import load containers delivered from SMT. The appointment will not be created until the Appointment Clerk inputs this information and clicks verification.
2. All containers drayed between SMT and DMT will go through the SMT Pre-Check, until cameras become available at the Point Breeze location for Customer Service Clerks.
3. All containers, loads and empties, when drayed between ICTF and SMT will be checked at the gates. Such checking shall include verifying the ISO code and reporting of any errors to the Assistant Chief Clerk.
4. The Chief Clerk shall designate a clerk to measure "out of gauge" containers at SMT.
5. All interior surveillance cameras will be disabled inside the Point Breeze location except for at the entrance and exit.
6. One Customer Service Clerk will be paid a differential at the Point Breeze location while clerks are working Point Breeze and SMT simultaneously.
7. The Union will withdraw the grievances, cancel its LIGC meeting and notify the appropriate parties with the ILA and USMX.
8. The Union will not oppose the transfer of Customer Service Clerks to Point Breeze.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals this 8th day of November 2023.

Steamship Trade Association of Baltimore, Inc.,
on behalf of its Member-Employers

International Longshoremen' s Association,
Local 953

/s/
David Hartman, President

/s/
Richard P. Krueger, Jr., President

Ports America Chesapeake, LLC

International Longshoremen’s Association,
Local 953

Mark Schmidt
Mark Schmidt, Vice President

/s/
John D. Shade, Business Agent