

FOURTEENTH AMENDMENT TO PERMIT NO. 692
BETWEEN CITY OF LOS ANGELES AND
YUSEN TERMINALS LLC ("YTI LLC")

THIS FOURTEENTH AMENDMENT TO PERMIT NO. 692 ("Permit" or "Agreement") is made and entered into by and between the City of Los Angeles, acting by and through its Board of Harbor Commissioners ("City") and Yusen Terminals LLC ("YTI LLC" or "Tenant") (individually referred to as "Party" and collectively referred to as "Parties").

WHEREAS, Permit No. 692 was entered into on October 27, 1990 with Nippon Yusen Kaisha ("NYK"); and

WHEREAS, the Second Amendment to Permit No. 692 assigned the Permit from NYK to Yusen Terminals Inc. ("YTI Inc."), provided, however, NYK remained as a guarantor; and

WHEREAS, an Order was approved by the City Council on May 3, 2016 to change the form of business entity from YTI Inc. to YTI LLC and confirmed NYK's irrevocable and unconditional guaranty in favor of the City of the full and timely payment and performance of debts, obligations, covenants, conditions and liability (monetary and non-monetary) of YTI LLC as Tenant under the Permit and all its amendments 1 through 13 ("Amendments"); and

WHEREAS, pursuant to the Thirteenth Amendment, Ocean Network Express Pte, Ltd. ("ONE PTE") replaced NYK as guarantor together with Ocean Network Express, Holdings, Ltd. ("ONE Holdings"); and

WHEREAS, the Parties desire, through this Fourteenth Amendment, to terminate the existing ONE Holdings Guaranty and ONE PTE Guaranty and replace it with a new guaranty from ONE PTE; and

WHEREAS, the Parties now desire, through this Fourteenth Amendment, to extend the term of Permit No. 692, and extending the term is in the best interest of the City, and

WHEREAS, this Fourteenth Amendment is subject to the Parties' compliance with all laws, including but not limited to, the California Environmental Quality Act ("CEQA"), National Environmental Policy Act ("NEPA"), the California Coastal Act ("Coastal Act"), and any other environmental laws as applicable; and

WHEREAS, The Parties acknowledge, the City of Los Angeles Harbor Department certified the Final Environmental Impact Report ("FEIR") for the Berths 212-224 (YTI) Container Terminal Improvements Project on November 7, 2014 and have prepared an Addendum to the FEIR.

NOW THEREFORE, the Parties agree as follows:

1. Exhibit A-4 is deleted in its entirety and replaced with Exhibit "A-5", attached hereto.

2. Section 2(a) and (f), as modified in prior amendments, is deleted in its entirety and replaced with the following:

"Section 2. Premises.

(a) Description. The Premises subject to this Agreement are comprised of Parcels No. 1 through 8 (which Parcel No. 7, previously Parcel No. 5, was provided in as-is, where-is condition pursuant to the Twelfth Amendment), Parcels No. A and B, and Berths 212-224 ("Premises"). As to Parcel No. 7, inclusion of such area in the Premises through the Twelfth Amendment superseded any prior use and/or occupancy agreements for such area, provided that issuance of such Twelfth Amendment did not affect rights of either party which had accrued or obligations which remained to be performed or rights and/or obligations which provide they continue after termination or expiration of such prior use and/or occupancy agreements, or which continue by operation of law.

Further as to Parcel No. 7 only, subject to Tenant's prior compliance with Sections 8(b) and 8(c) of the Permit 692, restoration of such Parcel No. 7 to the condition it was in on Tenant's first occupancy on October 27, 2018, City or Tenant may delete such Parcel No. 7, in whole or in part, from the Premises, upon the giving of at least thirty (30) days' written notice to the other party, with such deletion becoming effective on the date Executive Director provides written notice to Tenant of Tenant's compliance with Section 8 and any other applicable provisions of this Agreement. Any such deletion is not intended to and shall not cancel, waive or otherwise alter any rights, requirements, duties or obligations which may exist between City and Tenant in previous entitlements issued with respect to Parcel No. 7.

The parcels comprising the Premises are delineated and more particularly described on Drawing No. 1-2473, which is on file in the office of the Chief Harbor Engineer of the Harbor Department of City ("Harbor Engineer"), and as depicted in Exhibit "A-5", attached hereto.

The Premises consist of three berths: Berths 212-213; Berths 214-216; and Berths 217-224. Berths 212-213 have a water depth of minus forty-five (-45) feet mean lower low water (MLLW). Berths 214-216 (approximately 1400') have a water depth of minus fifty-three (-53) feet MLLW. Berths 217-221 (approximately 1485') have a water depth of minus forty-seven (-47) feet MMLW. Tenant has the "preferential" right to use Berths 212-224 and the backlands granted. The "preferential" right to use a berth means that if two ships arrive at berth simultaneously, one invited by a preferential user and one invited by a secondary user, the holder of the preferential right may bring its vessel to berth first and unload it so long as such unloading is carried out continuously in accordance with the practice in the trade in Southern California. A right to use a berth "secondarily" means that the secondary user has priority over tertiary and temporary users. If a vessel invited by a preferential user arrives at berth while a vessel invited by the secondary user is being unloaded, the secondary user must immediately vacate the

berth provided, however, the preferential and secondary user shall cooperate to permit conclusion of the cargo operations in progress if such operations can be concluded shortly.

The parties recognize that the Terminal Island Container Transfer Facility ("TICTF") referenced in Articles 1(ii)(aa) and 5(I)(1) of the Fifth Amendment was substantially completed in April 1998 and on that date, 23.88 acres, which equaled one-half of the TICTF area, became part of the Premises pursuant to those articles on the conditions set forth in those articles. Further, the Sixth Amendment, Article 1(v) recognized that the other half of the TICTF area comprised part of the Everport Terminal Services, Inc. (or its successor) terminal and the parties agreed that the Premises subject to compensation as of July 1, 1999, comprised of 176.14 acres.

The parties recognize the TICTF is comprised of 58.03 acres some of which are shared:

- Parcel A: Shared TICTF Storage Yard (maintained by the City) – 10.64 acres
- Parcel B : Everport Preferential Dedicated Rail – 17.21 acres
- Parcel 3: YTI Preferential Dedicated Rail – 18.38 acres, of which 18.38 acres is MAG Premises
- Parcel 4: Shared Rail Tracks – 3.24 acres, of which 1.62 acres is MAG Premises
- Parcel 5: Shared Rail Tracks – 6.77 acres, of which 3.39 acres MAG Premises,
- Parcel 6: Shared Rail Tracks – 1.79 acres, of which .90 acres is MAG Premises

The Parties hereby agree that the Premises subject to compensation as of this Fourteenth Amendment is set forth in Section 4.

The term "Premises" as used in this Agreement, shall include all structures owned by or under the control of Board within said parcels, including all improvements erected by Tenant's predecessors which are made available for Tenant's use, whether on or below the surface, and such structures as City may construct for Tenant. The structures City has constructed on the Premises are described in Section 7 of the original Permit and as amended. No other structure shall be considered to be a part of the premises. Notwithstanding the provisions of this Section 2(a), Tenant's maintenance, restoration, indemnity, and insurance obligations shall extend to all buildings or improvements Tenant owns or are subject to its control on the premises.

(f) Amendment of Provisions. If this Agreement requires the approval of the City Council ("Council") to become effective, then by mutual agreement land and water not exceeding ten percent (10%) of the area granted or 20,000 square feet, whichever is greater, may be permanently added to or deleted from the Premises granted herein without further approval of the City Council subject to the following conditions: (1) So long as such change in area is not temporary within the meaning of Tariff Item 1035 (or

its successor), the Minimum Annual Guarantee ("MAG") and TEU rates set forth in Section 4 shall be increased or decreased pro rata to reflect any such addition or deletion; (2) if the change involves the addition or deletion of any improvement, the adjustment to the MAG and TEU rates shall also take into account this change in the same manner in which the compensation was originally calculated; and (3) if permanent changes in area are made on more than one occasion, the cumulative net change in area may not exceed ten percent (10%) or 20,000 square feet, whichever is greater, of the originally designated area. The Board is authorized to execute amendments to this Agreement to affect the foregoing adjustments to area and compensation without further action of the Council. The provisions above shall not limit the Board's right to adjust the size of the Premises or compensation in other ways so long as Council approval is obtained."

3. Section 3 – Term, is hereby amended to add 30 years as follows:

"(a) The term of this Agreement shall be sixty-five (65) years. The term, as modified by this Fourteenth Amendment, shall be effective October 1, 2026 ("Effective Date") and will expire on September 30, 2056, provided, however, this Fourteenth Amendment is subject to approval by the Harbor Board of Commissioners, and Los Angeles City Council pursuant to Sections 606 and 607(a) of the City's Charter.

(b) Holdover. Tenant shall not holdover any part of the Premises after termination or expiration of this Agreement without first obtaining the Executive Director's written approval. Any such holdover shall be deemed an extension of this Agreement on a month-to-month basis and upon the same terms and conditions as set forth in this Agreement except that the MAG, TEU Charges and Fixed Annual Rent during the holdover period shall be 150% of the MAG, TEU Charges and Fixed Annual Rent for the immediately preceding compensation period unless the Board at its sole discretion with written notice to Tenant increases the compensation by some lesser percentage. If no new agreement is entered into and the holdover is for a period of less than 12 months, the MAG and Fixed Annual Rent, but not TEU Charges, shall be prorated by multiplying it by the fraction $x/365$ where "x" is the number of days in the holdover period."

4. Exhibit B, as modified by earlier amendments, is deleted in its entirety and replaced with a new Exhibit "B", attached hereto.
5. Section 4 – Compensation, subsections (a)-(c), (e), (f), (h), (i), (j), as modified in earlier amendments, is hereby deleted and amended as follows, and (v), (w), and (x) as added in earlier amendments are deleted:

"4. Compensation. As consideration for rights granted in this Agreement, Tenant shall pay to City (i) Fixed Annual Rent, (ii) the greater of TEU Charges and the Minimum Annual Guarantee, and (iii) Tariff Charges (collectively "Rent" or "Compensation") as set forth in Exhibit "B" and in the manner set forth herein without abatement, deduction or

offset, except as provided herein. All payments shall be paid when due, whether or not an invoice for same has been received, paid on or before the first day when due.

When compensation is adjusted in accordance with this Section 4, the Harbor Department shall (i) renumber Exhibit "B" such that, for example, Exhibit "B" shall become Exhibit "B-1-2027" where the first number indicates the revision number and the second number reflects the year in which the exhibit was updated, with each subsequent adjustment to be similarly renumbered and dated; and (ii) transmit such revised and renumbered exhibit to Tenant for Tenant's review. Within fourteen (14) days of City's transmittal to Tenant, absent a dispute between the parties concerning accuracy of mathematical calculations of adjusted compensation, such revised and renumbered Exhibit "B" shall be deemed to: (i) be incorporated into this Agreement subject to Charter approval requirements; and (ii) supersede any earlier issued iterations of Exhibit "B".

(a) Payment of TEU Charges; Applicability of Tariff.

(1) TEU Charges. A single charge referred to as the twenty-foot equivalent unit ("TEU") charge ("TEU Charge") shall be paid to City by Tenant for each and every cargo container controlled or handled by Tenant and its invitees, loaded or empty, inbound or outbound, for passage onto, over, through or under wharves or wharf Premises, or between vessels or overside vessels (to or from barge, lighter or water) when berthed at or adjacent to wharves or wharf Premises preferentially or secondarily assigned to Tenant under this Agreement, and moving by rail or motor carriage into or out of the Premises preferentially or secondarily assigned to Tenant under this Agreement. Such containers shall be converted by measurement of length into TEUs, or any fraction thereof. On transshipped containers and transshipment merchandise, as defined in the Tariff, and on merchandise moving by rail or motor carriage into and out of the Premises, the TEU Charge shall be assessed once only, on the inbound movement. TEU charges shall be deemed to be inclusive and in lieu of all wharfage, dockage, storage and demurrage charges otherwise chargeable upon containerized cargo by Tariff. Notwithstanding the foregoing, all transferred merchandise, as defined in the Tariff, shall be subject to the rates set forth in the Tariff. Tenant shall notify City of all transshipped containers and transferred merchandise, including details on the originating vessel.

The rate to be charged per TEU shall be established according to the total number of TEUs chargeable to Tenant per acre, per Compensation Year, based upon a sliding efficiency scale, as set forth on Exhibit "B" in a section of such exhibit entitled "TEU Rate," and which is incorporated herein by reference. TEUs which are handled on the Premises and which are controlled by any other assignee of City shall also be counted in determining Tenant's efficiency bracket, but only if such TEUs are not included in the cargo volume credited to any other tenant of City at other premises within the Port of Los Angeles. For purposes of determining Tenant's efficiency bracket in accordance with Exhibit "B" and the MAG, only MAG Premises as set forth below are included and Fixed Rent Parcels and Non-Compensation areas are excluded. The total acreage of the Premises for purposes of determining Tenant's efficiency bracket and the MAG is 181.36 acres. The rate to be charged to Tenant per TEU effective October 1, 2026 shall be \$45.60, subject to

reconciliation pursuant to Section 4(a)(1)(aa) based on actual volume during the Compensation Year.

181.36 MAG Premises:

Parcel 1: 147.87 acres

Parcel 2: 9.20 acres

Parcel 3: 18.38 acres

Parcel 4: 3.24 acres (50% of shared rail is 1.62)

Parcel 5: 6.77 acres (50% of shared rail is 3.39)

Parcel 6: 1.79 acres (50% of shared rail is 0.90)

16.76 Fixed Parcels:

Parcel 7: 11.08 acres

Parcel 8: 5.68 acres

33.75 Non-Compensation (TICTF) Premises:

Parcel A: TICTF Storage Yard - 10.64 acres

Parcel B: Everport Preferential Dedicated Rail - 17.21 acres

Parcel 4: Everport Portion 50% of Shared Rail (3.24) - 1.62 acres

Parcel 5: Everport Portion 50% of Shared Rail (6.77) - 3.39 acres

Parcel 6: Everport Portion 50% of Shared Rail (1.79) - 0.89 acres

TOTAL MAG, Fixed Acres, and TICTF: 231.87 Acres

If Tenant pays to City the full amount of TEU charges and Tariff charges required by this Section 4, it shall be excused from paying to City dockage (Tariff Item 400, et seq.), wharfage (Tariff Item 500, et seq.), and storage and demurrage (Tariff Item 700, et seq.) on containerized cargo only during the Term, provided that Tenant's obligation to pay dockage, wharfage and all other applicable Tariff charges on non-containerized cargo shall be neither limited nor excused by this Section 4(a)(1).

(aa) Semi-Annual Review of Efficiency Bracket. The efficiency bracket applicable to Tenant's TEU volume shall be subject to review every six (6) months during the term of this Permit. During the month of July of each Compensation Year, as defined below, City and Tenant shall verify the total number of TEUs per acre actually handled by Tenant through or upon the Premises during the preceding five (5) month period ending in May and shall review Tenant's TEU volume projections for the upcoming half-year. City and Tenant shall mutually determine whether the efficiency bracket in effect at mid-year requires adjustment to reflect Tenant's actual and projected TEU throughput. If Tenant's actual TEU throughput was greater or less than the volume defining the efficiency bracket (as shown on Exhibit "B") in effect during such expired five (5) months, and/or if Tenant's projected throughput for the upcoming six (6) months commencing July 1 is greater or less than the bracket volume, the bracket shall, upon mutual agreement between City and Tenant, be adjusted for the ensuing six (6) month period, and Tenant shall be charged at the corresponding TEU rate for the balance of the compensation year. If City and Tenant fail to agree upon such

adjustment, the efficiency bracket shall remain unchanged for the balance of the Compensation Year. Within sixty (60) days following the end of each Compensation Year, City shall review Tenant's total TEU throughput per acre for the Compensation Year and readjust Tenant's efficiency bracket (if necessary) to reflect Tenant's actual throughput and prepare an adjusted billing for all TEU charges accrued during the Compensation Year at the rate corresponding to the correct efficiency bracket. Tenant shall pay any additional amounts due within thirty (30) calendar days of City's issuance of the adjusted billing. Tenant shall be issued a credit for TEU charges paid to City in excess of the adjusted billing which may be applied to monies owed to City under this Permit.

For purposes of this Fourteenth Amendment, "Compensation Year" means "calendar year." The first Compensation Year commences on January 1 of the calendar year in which the Effective Date occurs; provided that, unless the Effective Date falls on January 1, the Rent payable for the first partial Compensation Year shall be prorated on the basis of a three hundred and sixty-five (365) day year. "Compensation Year" means "calendar year." The first compensation year commences on January 1 of the calendar year in which the Effective Date occurs; provided that, unless the Effective Date falls on January 1, the compensation payable for the first partial year shall be prorated at a daily rate equal to 1/365 of the total annual Rent then due and payable.

(2) **Tariff Charges Payable by Tenant.** For the use of the Premises, Tenant shall also pay to City Tariff charges as provided below.

(aa) Applicable Wharfage and Dockage Charges. Non-containerized cargo, whether or not transported on container vessels, and non-container vessels of Tenant and its invitees shall be subject to wharfage and dockage charges at the rates set forth in the Tariff. During each Compensation Year of the term of this Agreement, Tenant shall pay to City 100% of wharfage charges for all non-containerized cargo and 100% of dockage charges upon non-container vessels accruing at the Premises. Such wharfage and dockage charges paid to City shall count toward the MAG pursuant to Section (a)(2), above and all such charges shall count toward the MAG pursuant to Section (a)(2) above.

(bb) Other Tariff Charges Payable by Tenant. Tenant shall collect and remit to City one hundred percent (100%) of all Tariff charges accruing upon the Premises other than charges expressly exempted from payment in this Section 4.

Notwithstanding any other provision of this Agreement, Tenant's obligation to pay all Compensation payable hereunder shall be absolute and unconditional and shall not be affected by any circumstance, including without limitation, any set-off, counterclaim, recoupment, defense or other right which Tenant may have against the City.

(b) Minimum Annual Guarantee and Fixed Annual Rent.

(1) Minimum Annual Guarantee. Commencing on the Effective Date of this Fourteenth Amendment, and thereafter at the beginning of each and every Compensation Year during the term of this Agreement, Tenant guarantees to City

a minimum annual payment per acre. The MAG is the aggregate minimum annual payment of TEU Charges per acre, as defined above, which Tenant must make to City each year for the use of the Premises. In addition to TEU Charges, wharfage, dockage charges, and other Tariff charges, described in (a)(2) above, paid by Tenant shall be counted toward the MAG.

(aa) Full Payment of MAG. If Tenant has not generated sufficient TEU Charges to pay City the MAG by the end of each Compensation Year ("MAG deficiency"), Tenant shall within thirty (30) days of the end of each Compensation Year pay such additional sums as are necessary to assure that City has been paid the MAG.

(bb) Deficient Payments. If Tenant has been required to make up a MAG Deficiency, or if Tenant has received a notice of delinquency from City for failure to pay amounts due to City within thirty (30) calendar days of invoice, City may require Tenant to pay the MAG in monthly installments at the beginning of each month for the balance of the Compensation Year and for any succeeding Compensation Year(s) as City may require; provided, that Tenant's obligation to pay monthly installments of the MAG shall cease if Tenant's payment of TEU charges exceed the MAG in any Compensation Year and all outstanding delinquency has been cured. Each payment shall be in the amount of one twelfth (1/12th) of the MAG or such adjusted amount as is necessary to assure that City will receive full payment of the MAG by the end of the Compensation Year.

(2) Fixed Annual Rent. Tenant shall pay to City Fixed Annual Rent for Tenant's use and occupancy of Parcels 7 and 8. The Fixed Annual Rent shall be set forth in Exhibit "B", as adjusted pursuant to the terms of this Agreement, payable in equal monthly installments of 1/12th the annual amount due and payable on or before the first day of each month, in advance.

(3) Compensation for Office Space. Tenant shall be entitled to the occupancy and use of all office space within the Premises at no additional charge.

(4) Compensation for TICTF. Tenant acknowledges and agrees that City is permitting Tenant to use Parcels A (TICTF Storage Yard), B (Everport Preferential Dedicated Rail Area), and Everport Portion of 50% shared rail located at Parcels 4, 5, and 6 (collectively, "Non-Compensation TICTF") without charge. No rent, fee, or other form of monetary compensation shall be due or payable by Tenant for its use or occupancy of Non-Compensation TICTF Premises as provided in Exhibit "B". Tenant's right to occupy TICTF is conditioned upon its continued compliance with all other terms and obligations set forth in this Agreement and as modified in the Fifth Amendment, Article 7, and nothing herein shall be construed as a waiver of City's rights.

(c) Adjustments pursuant to Tariff. Any increase in the Tariff rates for Merchandise Not Otherwise Specified (referred to herein as the "N.O.S. rate"), set forth in Tariff Item 550 [A]001, shall, upon the effective date thereof, be immediately and automatically applicable to readjust the Fixed Annual Rent, TEU rates and the MAG. Any increase in the N.O.S. rate over the previous N.O.S. rate shall be expressed as a

percentage; all Fixed Annual Rent, TEU rates and the MAG shall each be increased by the same percentage. The parties agree that the N.O.S. rate in effect as of the Effective Date of the Fourteenth Amendment is: \$7.54 per kiloton or cubic meter. Any adjustment to Tenant's Fixed Annual Rent, TEU rates and MAG based on a change in the N.O.S. rate shall be offset by any scheduled increase in Tenant's Fixed Annual Rent, TEU rates and MAG pursuant to this Section 4. This offset shall only be applicable to the Tenant's compensation year in which the N.O.S. rate is changed.

....

(e) Filing of Statements. Tenant agrees to furnish all statements, manifests, electronic data interchange, reports and other supporting documents necessary to determine the total amount of all charges accruing at the Premises as provided in this Agreement. Tenant shall file with the Executive Director, on forms provided by Harbor Department, a statement verified by the oath of Tenant, its manager or duly authorized representative, as described in this Section of all charges which accrue at the Premises for each vessel berthing at the Premises. Such statement shall be filed within the time periods specified in Tariff 4.

(f) Payment Procedure. The parties recognize that existing agreements with City, if any, remain in effect until superseded. Accordingly, Tenant shall continue to make payments as provided in such agreements until this Fourteenth Amendment becomes effective. After this Fourteenth Amendment becomes effective, City shall invoice Tenant for Tariff and TEU Charges due to City as provided by Exhibit "B" pursuant to Tenant's Statement as required by subdivision(e) and Tenant shall remit such Tariff Charges to City. If Tenant at the end of each Compensation Year has not remitted sufficient Tariff and TEU Charges to cover the MAG for that period, Tenant shall submit within thirty (30) days all additional monies to assure the MAG is paid. If this Agreement terminates through no fault of Tenant, Tenant shall, on or before thirty (30) days thereafter, with or without notice from City, pay all monies due City. Any compensation due and unpaid shall incur a delinquent charge as set forth in Item 270 (or its successor) of the Tariff, currently one-thirtieth (1/30) of two percent (2%) for each day an invoice amount remains unpaid.

....

(h) Use of Port of Los Angeles Facilities. Intentionally Omitted. Deleted in the 6th Amendment to this Agreement.

(i) Rent Adjustments; Renegotiation of Compensation.

(1) Annual Adjustment. If at any time MAG, Fixed Annual Rent, and/or TEU Charges are subject to annual CPI-U adjustments per Exhibit B, the below is the manner in which it will be calculated. Compensation shall be adjusted as of each Annual Adjustment Date automatically and without further notice in an amount that is the greater of: (a) the then-current minimum increase, if applicable, or (b) the percentage increase (but in no event decrease), if any, in the CPI-U ("Annual CPI Base Rent Adjustments"). In the latter case, such adjusted Fixed Annual Rent shall be equal to the

product obtained by multiplying the Fixed Annual Rent amount in effect on the Annual Adjustment Date by a fraction, the numerator of which is the August CPI-U index (the second month immediately preceding the Annual Adjustment Date), (the "Adjustment Index") and the denominator of which for the first adjustment is the CPI-U index as it stood on the same month of the prior year (the "Base Index"). For accounting purposes, the Annual Adjustment shall be rounded to the nearest hundredth. CPI-U shall be defined as Consumer Price Index, all Urban Consumers of the Los Angeles-Long Beach-Anaheim, California area, 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics, or a successor index selected by the Executive Director in his or her sole reasonable discretion.

The formula illustrating the adjustment computation is as follows:

$$\text{Annual Adjusted Base Rent} = \text{Fixed Annual Rent as of Annual Adjustment Date} \times \frac{\text{Adjustment Index}}{\text{Base Index}}$$

(2) Renegotiation of Compensation. The MAG, Fixed Annual Rent, and TEU rates, as set forth in Exhibit "B", as amended in the Fourteenth Amendment, shall be readjusted as described below for each five (5) year period or portion thereof following the effective date of this Fourteenth Amendment ("Adjusted Compensation"). Negotiations for such compensation shall begin between Tenant and Board at some time not less than twelve (12) months before the expiration of the five (5) year period. Final Adjusted Compensation shall be established by order of Board ("Order Resetting Compensation").

If Tenant has not executed a proposed Board Order Resetting Compensation by the beginning of the new five (5) year compensation period, the MAG, Fixed Annual Rent and TEU rates for the new period (subject to the final compensation being negotiated or established pursuant to the appraisal process discussed below) shall be one hundred fifty percent (150%) of the MAG, one hundred fifty percent (150%) of the Fixed Annual Rent and one hundred fifty percent (150%) of the TEU rates in effect prior to the beginning of the new five (5) year compensation period, subject to the sliding scale below, which shall be paid in the same manner as provided in Section 4(f) of this Agreement except that the Board at its sole discretion by written notice to Tenant may reduce the percentage increases of one hundred fifty percent (150%) to a lesser amount.

If Tenant and Board have not established the new compensation six (6) months prior to expiration of each five (5) year period, the compensation for the new period shall be determined as set forth below. Provided however, nothing precludes the parties from continuing to negotiate up and until the Board schedules the public hearing, described below.

Three appraisers shall be appointed. One appraiser shall be appointed by Board, one by Tenant and the third by the two appraisers so appointed. Either Tenant or City, through its Executive Director, may initiate the appraisal process by providing written notice demanding an appraisal of the fair rental value of the Premises (inclusive of MAG, Fixed Annual Rent and TEU rates). Within thirty (30) days of written notice, Tenant and City shall appoint one appraiser each and provide notice of such appointment to the other party. If either party shall not have notified the other in writing of the appointment of its appraiser within 30 days as set forth above, a neutral arbitrator appointed by Judicial Arbitration and Mediation Services ("JAMS") (or other arbitration firm mutually agreed to by the Executive Director and Tenant) shall, upon the request of either party, appoint the appraiser for the party so in default. The two appraisers shall appoint a third appraiser and if the two appraisers so chosen are unable to agree upon the third appraiser within fifteen (15) days after the appointment of the second appraiser, the third appraiser shall be appointed by JAMS (or other arbitration firm mutually agreed to by the Executive Director and Tenant).

Each appraiser shall file a written opinion concerning the fair rental value of the Premises with the Board no later than ninety (90) days after the date of that appraiser's appointment. Such opinions shall take into consideration the uses permitted under this Agreement and all of its terms, conditions and restrictions. Such opinions shall also take into consideration all of the factors and data relating to such value which may properly be considered in determining the fair value of leaseholds under the laws of eminent domain in the State of California. If any appraiser fails to file its opinion within said ninety (90) days, a new appraiser shall be appointed in the manner prescribed above unless Tenant and City mutually agree to allow the appraiser additional time to submit an opinion to the Board. If Tenant files a written opinion before City files its opinion, Tenant may file its opinion under seal and Board shall keep it under seal until City files its opinion.

Once Tenant's appraisal is timely filed with the Board, the 150% surcharge shall be suspended and Tenant shall pay the MAG, Fixed Annual Rent, and TEU rates in effect prior to the beginning of the new five (5) year compensation period (subject to the final compensation being negotiated or established pursuant to the appraisal process discussed below). No delay attributable to City, including failure to timely appoint an appraiser or failure to timely provide an appraisal, shall trigger or extend the 150% surcharge. The 150% surcharge shall continue to be suspended for any period of delay caused by City.

Upon the filing of three opinions, Board shall promptly and properly set a date for, and on said date hold, a public hearing. At such hearing, said opinions and such other evidence of the fair compensation value of the Premises as may be presented by Tenant or others shall be received and considered. Based upon such evidence, Board's adopted policy on rate of return and any other relevant factors, Board, in its reasonable discretion, shall determine the fair compensation value of the Premises and shall

establish the same by order as the compensation to be paid by Tenant for the five (5) year period under consideration.

Each party shall pay the costs and expenses of the appraiser appointed by it, together with fifty percent (50%) of the costs and expenses of the third appraiser.

If, at any time after all three appraisal opinions have been filed with the Board, Tenant requests City to suspend the appraisal process and/or defer the public hearing and return to direct negotiations over compensation or for any other reason, the (150%) surcharge shall automatically recommence thirty (30) days after Tenant's request.

If the City imposes the 150% charge, Tenant shall be entitled to a reconciliation and credit for excess payments only as follows:

(aa) If Tenant executes a proposed Board Order Resetting Compensation as transmitted by the Executive Director to Tenant, for the applicable adjusted five (5) year period within thirty (30) days of the commencement of the adjusted five (5) year period, the adjusted TEU rate, MAG, and Fixed Annual Rent ("Adjusted Compensation") as reflected in the amended Exhibit "B" shall be reconciled to the beginning of the adjusted five (5) year period, and Tenant shall be entitled to a credit equal to one hundred percent (100%) of the difference between the actual compensation paid by Tenant during the adjusted five (5) year period and the Adjusted Compensation. Any credit due shall be paid within fourteen (14) business days of the effective date of the Board approved Order Resetting Compensation consistent with this Section 4(i).

(bb) If Tenant executes a proposed Board Order Resetting Compensation as transmitted by the Executive Director to Tenant for the applicable adjusted five (5) year period within thirty-one (31) to ninety (90) days of the commencement of the adjusted five (5) year period, the Adjusted Compensation shall be reconciled to the beginning of the adjusted five (5) year period, and Tenant shall be entitled to a credit equal to fifty percent (50%) of the difference between the actual compensation paid by Tenant during the adjusted five (5) year period and the Adjusted Compensation. Any credit due shall be paid within fourteen (14) business days of the effective date of the Board approved Order Resetting Compensation consistent with this Section 4(i).

(cc) If Tenant executes a proposed Board Order Resetting Compensation as transmitted by the Executive Director to Tenant ninety-one (91) or more days from the commencement of the adjusted five (5) year period, Tenant shall not be entitled to any credit for compensation paid to City during the adjusted five (5) year period in excess of the Adjusted Compensation.

(dd) Within fourteen (14) business days of the effective date of the Board approved Order Resetting Compensation, the City shall reconcile any rent

paid by Tenant during the adjusted five (5) year period and the Adjusted Compensation. If the Adjusted Compensation is more than compensation paid by Tenant during the adjusted five (5) year period, Tenant shall pay the difference between the Adjusted Compensation and the amount actually paid by Tenant during the adjusted five (5) year period. If Tenant fails to pay the difference between the Adjusted Compensation and the amount actually paid during the adjusted five (5) year period within fourteen (14) days of the reconciliation, interest shall accrue as provided in Item No. 270 of the Tariff.

Notwithstanding the foregoing, monies collected by City in excess of the Adjusted Compensation during the Adjusted Five-Period Year period shall not be refundable unless there is an adopted Board Order Resetting Compensation in effect within the time periods set forth above in subsections (aa) and (bb).

No interest shall accrue on the amount due to City or Tenant pursuant to this provision except to the extent Tenant fails to pay any deficiency within fourteen (14) days of the reconciliation as set forth above. If interest is due it shall accrue at the rate provided in Item 270 of Tariff (or its successor), currently one- thirtieth (1/30) of two percent (2%) per day each invoice amount remains unpaid.

(j) Guarantors; Letter of Credit.

(1) Guarantor. Tenant shall, as a condition precedent to the effectiveness of this Agreement and throughout the Term, provide and maintain a valid and enforceable corporate guaranty ("Guaranty") in favor of City, attached as Exhibit "Y". The Guaranty shall remain in full force and effect for the entire Term of the Agreement, including any holdover periods, unless otherwise approved in writing by City in its sole discretion.

To verify that the guarantor satisfies the minimum financial requirements, identified below ("Minimum Financial Threshold"), with fourteen days advance notice, the Harbor Department shall have the right to access at a location within Los Angeles County for review the financial statements and related records of Guarantor no less frequently than every two years. The Harbor Department may require more frequent reviews if it determines that, a Material Adverse Event has occurred affecting the financial condition or ability of any Guarantor to perform its obligations under the Guaranty. For purposes of this Fourteenth Amendment, a "Material Adverse Event" means any change, event, circumstance, development, or effect that has had, or would reasonably be expected to have, a material adverse impact on the ability of the Guarantor to satisfy its obligations under the Guaranty. Guarantor shall promptly notify the Harbor Department upon becoming aware that it no longer possesses the financial capacity to meet the Minimum Financial Thresholds described below.

(2) Letter of Credit. If the Guarantor should fail to satisfy the Minimum Financial Thresholds defined below, the Harbor Department may require amendments to

the Guaranty and may require Tenant to provide and maintain, at all times during the Term, an irrevocable, unconditional, standby letter of credit ("Letter of Credit") or cash security in an amount equal to six (6) months of the then-current MAG and Fixed Annual Rent. For avoidance of doubt, for illustrative purposes, if the then-current MAG is \$35,000,000 per Compensation Year and the Fixed Annual Rent is \$5,000,000 per Compensation Year, the Letter of Credit would be equal to \$20,000,000.00. The Letter of Credit shall be in a form, and issued by a financial institution, acceptable to the Harbor Department and subject to approval by the City Attorney's Office.

The Letter of Credit shall provide for automatic annual renewal without amendment unless the issuing bank delivers written notice of non-renewal to the Harbor Department not less than sixty (60) days prior to its expiration. In the event the Harbor Department receives a notice of non-renewal, Tenant shall, within ten (10) business days of such notice, deliver to the Harbor Department a replacement Letter of Credit meeting all requirements of this Agreement or provide cash security in the required amount. Failure to timely provide such replacement security shall constitute a default under this Agreement. The City may draw upon the Letter of Credit at any time and from time to time to cure Tenant defaults or to satisfy any amounts due under this Agreement.

(3) Minimum Financial Threshold. Guarantor shall, at all times, satisfy the following minimum financial requirements:

(aa) Tangible Net Worth: Tangible Net Worth as set forth in Guarantor's audited financial statements in an amount greater than two hundred million dollars (\$200,000,000).

(bb) Liquidity: Minimum liquidity of at least one hundred fifteen million dollars (\$115,000,000), consisting of cash, marketable securities, or availability under undrawn committed credit facilities.

Failure to provide evidence of compliance with the Minimum Financial Thresholds, or failure to maintain the required Letter of Credit or cash security, shall constitute a default under this Agreement. Tenant shall have a continuing obligation to provide written notice to City, if Tenant discovers that the Guarantor no longer satisfies the Minimum Financial Thresholds."

6. Exhibits X and Y, as added in the Thirteenth Amendment, shall be deleted in its entirety and replaced with a new Exhibit "Y" only.
7. Exhibit K is deleted in its entirety and replaced with a new Exhibit "K", attached hereto.
8. Section 9(c) - Insurance and Section 9(d) - Accident Reports, as modified in the Twelfth Amendment, is deleted in its entirety and replaced with the following:

"(c) Insurance. In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by this Agreement, Tenant shall procure and maintain at its expense and keep in force at all times during the term of this Agreement the types and amounts of insurance specified on Insurance, Exhibit "K", attached hereto and incorporated by reference herein. The specified insurance shall also, either by provisions in the policies, by City's endorsement form or by other endorsement attached to such policies, include and insure City, its Harbor Department, its Board and all of City's officers, employees, and agents, their successors and assigns, as additional insureds, against the areas of risk described in Exhibit "K" and below, with respect to Tenant's acts or omissions in its operation, use and occupancy of the Premises or other related functions performed by or on behalf of Tenant in, on or about the Harbor District. The types of insurance which are required must meet the following conditions during the term of this Agreement and any holdover periods:

(1) Commercial General Liability. Commercial general liability insurance, including contractual liability and property damage insurance written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Tenant's normal limits of liability, but not less than set forth in Exhibit "K" for each accident or occurrence. Where Tenant's operations involve work within 50 feet of railroad tracks, Tenant's General Liability coverage shall also have the railroad exclusion deleted. Where Tenant operates watercraft, liability coverage for such craft must be provided as follows:

- (i) Hull and machinery coverage for the value of each vessel which will call at the Premises during the term of this Agreement, if any; and
- (ii) Protection and indemnity coverage with combined single limits as set forth in Exhibit "K" per occurrence for bodily injury, illness, death, loss of or damage to the property of another, Jones Act risks or equivalent thereto internationally, and including the American Institute Pollution Exclusion Clause and Buy Back Endorsement A or equivalent.
- (iii) Vessel Pollution Liability with limits equal to the Protection and Indemnity limits.
- (iv) Both Protection and indemnity and Vessel Pollution Liability coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall also contain an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents, and employees as additional insureds.

The submitted policy shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under Permit No. 692, and under any amendments, modifications, extensions or renewals of said Permit regardless of whether such operations, uses, occupations, acts and activities occur on the Premises or elsewhere within the Harbor District.

The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess coverage;

In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

(2) Damage to Rented Premises. In addition to and concurrently with the aforesaid insurance coverage, Tenant shall also secure and maintain, either by an endorsement thereto or by a separate policy, damage to rented premise insurance in the amounts set forth in Exhibit "K", covering legal liability of Tenant for damage or destruction to the works, buildings and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by the Executive Director to conform with the deductible amount of the fire insurance policy maintained by the Board, with waiver of subrogation in favor of Tenant so long as permitted by the Board's fire insurance policy.

(3) Automobile Liability. Where Tenant utilizes any vehicles, Tenant shall procure and maintain automobile insurance with limits of liability not less than set forth in Exhibit "K" covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles.

(4) All Risk Property Insurance. Fire and extended coverage insurance covering a percentage of the replacement value, as set forth in Exhibit "K", of the works, buildings and improvements erected or owned by Tenant on the Premises, with such provision in the policies issued to cover the same, or in riders attached thereto, as will provide for all losses the amount stated in Exhibit "K" to be payable to Board to be held in trust for reconstruction. In the event of loss or damage by fire to any of such works, buildings or improvements, Tenant

shall undertake replacement or reconditioning of such items within ninety (90) days following any such loss. In the event Tenant shall undertake such replacement or reconditioning within said period of ninety (90) days, such proceeds shall be released by Board to Tenant as payments are required for said purpose. Upon the completion of such replacement or reconditioning to the satisfaction of the Executive Director, any balance thereof remaining shall be paid to said Tenant forthwith. In the event Tenant fails to undertake such replacement or reconditioning within said period of ninety (90) days, such proceeds shall be retained by City.

(5) Environmental Impairment Liability Insurance. Should Tenant's operations involve the storage or use of any type of hazardous materials or pollutants, the Tenant shall be required to maintain environmental impairment liability insurance which shall include coverage for bodily injury, property damage, including third-party claims for on-site and off-site bodily injury and property damage, clean-up and defense, with a limit of at least the amount set forth in Exhibit "K" per occurrence, which is to remain in effect at least five (5) years after the termination of the Agreement.

(6) Railroad Protective Liability. Where Tenant's operations involve work within fifty (50) feet of railroad tracks, Tenant shall procure and maintain railroad protective liability insurance in which Pacific Harbor Line (PHL), acting for itself, is named the insured with Tenant. The minimum limits of railroad protective liability insurance shall be the limits normally carried by Tenant by not less than set forth in Exhibit "K" combined single limit for property damage and bodily injury including death. If the submitted policies contain aggregate limits, Tenant shall provide evidence of insurance protection for such limits so that the required coverage is not diminished in the event that the aggregate limits become exhausted. Tenant shall also provide comprehensive general liability coverage with additional insured requirements as previously indicated, however, the railroad exclusion shall be deleted.

(7) Workers' Compensation. Tenant shall secure the payment of compensation to employees injured while performing work or labor necessary for and incidental to performance under this Agreement in accordance with Section 3700 of the Labor Code of the State of California. Tenant shall file with the City one of the following: 1) a certificate of consent to self-insure issued by the Director of Industrial Relations, State of California; 2) a certificate of Workers' Compensation insurance issued by an admitted carrier; or 3) an exact copy or duplicate thereof of the policy certified by the Director or the insurer. Such documents shall be filed prior to delivery of Premises. Where Tenant has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act, Tenant shall furnish proof of such coverage to the City. It is suggested that Tenant consult an insurance professional of its choosing to determine whether its proposed operation methods will render its employees

subject to coverage under such Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(8) Insurance Features. Such insurance procured by Tenant shall include the following features:

(i) Notice of Cancellation. For each insurance policy described above, Tenant shall give to the Board of Harbor Commissioners a ten (10) days' prior written notice of cancellation or reduction in coverage for nonpayment of premium, and a thirty (30) days' written notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(ii) Acceptable Evidence and Approval of Insurance. Electronic submission is the required method of submitting Tenant's insurance documents. Tenant's insurance broker or agent shall obtain access to KwikComply at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Tenant's behalf.

(iii) Renewal of Policies. Prior to the expiration of each policy, Tenant shall show through submitting to KwikComply that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to KwikComply. If Tenant neglects or fails to secure or maintain the required insurance, or if Tenant fails to submit proof of insurance as required above, the City's Harbor Department may, at its option and at the expense of Tenant, obtain such insurance for Tenant.

(iv) Certified Copies of Policies. Immediately upon procuring any and all policies of insurance required herein, Tenant must request from Tenant's insurance carrier(s) full certified copies of such policies of insurance. Tenant shall thereafter provide such full certified copies of such policies to City within thirty (30) days of Tenant's receipt of such policies from Tenant's insurance carrier(s). Tenant's obligation to provide such copies shall survive the Expiration Date regardless of whether Tenant receives such policies prior to or after the Expiration Date. Tenant shall further provide written notice to City of any change of terms of any policies of insurance required herein within thirty (30) days of any such change.

(v) Modification of Coverage. The Executive Director, or designee, at the Executive Director's discretion, may require that Tenant increase or decrease amounts and types of insurance coverage required hereunder

at any time during the term hereof by giving ninety (90) days' prior written notice to Tenant. The modification of coverage shall occur no less than every five (5) years of the term to insure that the coverage amounts are consistent with industry standards at the time of the modification for the Permitted Uses of the Premises.

(vi) Accident Reports. Tenant shall report in writing to Executive Director within fifteen (15) days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Fifty Thousand Dollars (\$50,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Tenant's officers, agents or employees are involved in such an accident or occurrence while undertaking the Permitted Uses. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other information as may be known to Tenant, its officers or managing agents.

(9) Right to Self-Insure. The required coverage above shall provide first dollar coverage except that the Executive Director may permit a self-insured retention or self-insurance in those cases where, in the Executive Director's judgment, such retention or self-insurance is justified by the net worth of Tenant. The retention or self-insurance shall provide that any other insurance maintained by the Department shall be excess of Tenant's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self-insurance, Tenant shall have the obligations of an "insurer" under the California Insurance Code and said insurance shall be deemed to include a defense of suits provision and a severability of interest clause. Upon written approval by the Executive Director, Tenant may self-insure if the following conditions are met:

- (i) Tenant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Tenant must have a formal resolution of its board of directors authorizing self-insurance;
- (ii) Tenant agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement;
- (iii) Tenant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier;

(iv) Tenant agrees that any insurance carried by Department is excess of Tenant's self-insurance and will not contribute to it;

(v) Tenant provides the name and address of its claims administrator;

(vi) Tenant submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to the Executive Director's consideration of approval of self-insurance and annually thereafter;

(vii) Tenant agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance; and

(viii) Tenant has complied with all laws pertaining to self-insurance.

(d) Intentionally Blank."

9. Section 10 – Sublease and Assignment, as modified in earlier amendments, is deleted in its entirety and replaced with the following:

"Section 10 – Sublease and Assignment

(a) Assignment, Transfer and Subletting; City's Consent Required.

(1) Generally. Tenant shall not, in any manner, transfer, encumber or assign this Agreement, or any portion thereof or any interest therein ("Assignment"), voluntarily or involuntarily, without the prior written consent of the Board, nor sublet or sublease the whole or any part of the Premises, nor license or permit the use of the same, in whole or in part, without the prior written consent of the Executive Director (collectively referred to as a "Transfer"); provided, however that transfers of ownership or equity shall only constitute a Transfer for purposes of this Subsection (a)(1) if they meet the definition of a Transfer as set forth in Subsection (b), below. Any Transfer in violation of this Section 10 shall be of no force or effect. Any attempted Transfers or Assignments in violation of this Section 10 shall entitle City to collect from Tenant all rent Tenant received as a result of the attempted Transfer or Assignment, or as otherwise would have been paid by Tenant pursuant to Subsection (f) (Assignment Fee), at City's sole and absolute option and discretion. No Transferee shall be liable for obligations under this Agreement unless such transferee assumes the role of the Tenant or Guarantor.

(2) Consent Required; Payment of City's Costs. Except as otherwise permitted hereunder, no Transfer of this Agreement, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of equity interests or assets, merger, consolidation, reorganization, division or dissolution by, or of, Tenant (or any entity or entities that directly or indirectly, by itself or in the aggregate,

controls or owns fifty percent (50%) or more of Tenant), or accomplished in any other manner, in one or more transactions, whether voluntary or by operation of law, including but not limited to assignment, sublease, transfer, gift, hypothecation, or grant of total or partial control, or any encumbrance of this Agreement, shall be valid or effective for any purpose unless (i) Tenant receives the prior written consent of City, and (ii) Tenant satisfies the requirements in Subsection (c) (Procedure to Obtain Consent to Transfer). Consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. For purposes of this Subsection (a)(2), the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Tenant's assets in the hands of a receiver or trustee; or (2) a transfer by Tenant for the benefit of creditors; (3) transfers resulting from the death or incapacity of any individual who is a Tenant or of a general partner of a Tenant (except as provided in Subsection (b)(2) (Partnerships)), (4) mergers, consolidations, and divisions, or (5) dissolution.

Tenant acknowledges and agrees that it shall be required to pay the City for all actual documented out-of-pocket costs, not including City- employee costs, incurred by City to review all documents submitted in response to a request to Transfer.

(3) Entity Name Change. Tenant may change its entity name or business name (i.e., a change in name only, not constituting a Transfer or Assignment within the meaning of this section 10), by promptly, and in no case less than fifteen (15) days prior to the effective date of such name change, notifying the Executive Director in writing of the name change, along with updates to Tenant's contact information set forth in the preamble and the notification section of this Agreement. Tenant shall, concurrently with such written notice to the Executive Director, provide City with relevant corporate or entity documents effecting any such name change.

(b) Transfers of Ownership. A Transfer shall include:

(1) Ownership or Control. The transfer of more than twenty-five percent (25%) of the direct or indirect economic interest in Tenant or any entity or entities that directly or indirectly controls or owns, by itself or in the aggregate, fifty percent (50%) or more of Tenant in one or more transactions, regardless of whether Tenant is a publicly or privately held entity, shall constitute a Transfer within the meaning of this Section 10.

(2) Partnerships. If Tenant is a partnership, any transfer or attempted transfer by any general partner of Tenant of more than twenty-five percent (25%) of its partnership interest in Tenant, or more than 25% of the equity interests in the general partner, in either case in one or more transactions shall be a prohibited Transfer within the meaning of this Section 10. Notwithstanding the foregoing, if any transfer of a general partner's interest is due to the death of a general partner and results in the transfer to the immediate members of the general partner's family, who will be immediately and personally involved in the operation of the partnership, the City shall not unreasonably withhold its consent to such transfer.

(3) Transfers to Affiliates. The Assignment Fee referenced in Subsection (f) below and consent obligation in Subsections (a)(1) and (2) above do not apply to transfers below the thresholds stated above or to an affiliate wholly-owned by any of Tenant's ultimate parents, provided that the ultimate beneficial ownership of Tenant remains unchanged before and after the transaction. Tenant agrees to promptly notify the City of any transfers to affiliates/below the thresholds in the Permit that have occurred, which the Executive Director may review to validate Tenant's compliance with the Transfer terms in the Agreement. Such notification must occur no later than 30 days after the transaction.

(c) Procedure to Obtain City Consent to Transfer. If Tenant desires to undertake a Transfer, it shall obtain City's consent thereto. Tenant covenants that before entering into or permitting any Transfer, it shall provide to City written notice at least sixty (60) days before the proposed effective date of the Transfer. In any event, Tenant's written request to City for consent shall hereinafter be referred to as "Transfer Notice."

(1) Transfer Notice. Tenant's Transfer Notice shall contain each of the following:

- i. A request for approval and a reasonably detailed description of the proposed transaction;
- ii. Specific identification of the entity or entities with whom Tenant proposes to undertake the Transfer ("Transferee");
- iii. Corporate organizational charts that evidence the Tenant's upstream ownership before and after the proposed Transfer, if the Transfer involves an ownership change;
- iv. Specific and detailed description of the Transferee's entity type, ownership, background/history, nature of the Transferee's business, Transferee's character and reputation, information as to any regulatory investigation, and experience in the operations proposed;
- v. Specific and detailed description of the type of Transfer proposed (e.g., assignment, sublease, grant of control, etc.) and the rights proposed to be transferred, and the permissibility of the proposed Transfer under Applicable Laws or third-party consent concerning foreign investment and/or control of the Premises;
- vi. Specific and detailed description of the operations proposed to be undertaken at the Premises by Tenant and Transferee if City consents to the Transfer which includes a breakdown of the responsibilities and duties of Tenant and Transferee;
- vii. The terms of the proposed Transfer, including the proposed use of the Premises; and the effective date of the proposed Transfer;
- viii. The proposed guarantor and proposed form of a guaranty or guaranties, which must be satisfactory to City in City's sole discretion; providing greater or substantially the same protection to City as any guaranty in effect prior to or contemporaneous with the proposed Transfer;

- ix. A general description of any planned alterations or improvements to the Premises; and
- x. A description of the financial worth of the proposed Transferee including the most recent audited financial statements or, if audited financial statements are not available, then unaudited financial statements certified by the Transferee's Chief Financial Officer and tax returns for the prior two years.

(2) Limitations on City's Consent. If City consents to a Transfer, the following limits apply:

- i. City does not agree to waive or modify the terms and conditions of this Agreement;
- ii. Such consent does not constitute either consent to any further or other Transfer by either Tenant or Transferee or a bar disqualifying submittal of additional Transfer Notices in accordance with the terms of this Agreement following such consent;
- iii. If, following such consent, Tenant remains a party to this Agreement, Tenant shall remain liable under this Agreement;
- iv. Any guarantor shall remain liable under its guaranty unless City specially releases the guarantor;
- v. Such consent shall not transfer to any Transferee that does not become party to the Agreement any option granted to the original Tenant by this Agreement unless such transfer is specifically consented to by City in writing;
- vi. Tenant may enter into a Transfer in accordance with this Section 10 if: (a) the Transfer occurs within six (6) months after City's consent; (b) the Transfer is on substantially the same terms as specified in the Transfer Notice; and (c) ten (10) days following the date of completion of the Transfer, Tenant delivers to City documentation evidencing completion of the Transfer in accordance with the terms of the Transfer Notice provided pursuant to Subsection (c)(1);
- vii. If the Transfer occurs more than six (6) months after City's consent or, in the sole and absolute discretion of the Executive Director, the terms of the Transfer have one or more material changes from those in the Transfer Notice, Tenant shall submit a new Transfer Notice under this Subsection (c)(2), requesting City's consent. A material change in a term shall be one where the terms would have entitled City to refuse to consent to the Transfer under the initial Transfer request;
- viii. Tenant and/or Transferee, upon City's written request, shall provide proof, in the form of a certificate of insurance, demonstrating that insurance of the type and limits required by the Agreement is and shall be in full effect at all times in or around the time period in which the proposed Transfer is anticipated to occur.

- ix. Where there is an assignment of the Agreement (as opposed to transfer of equity interests in Tenant) Transferee shall execute and deliver to City an assignment and assumption agreement in which Transferee expressly assumes all of Tenant's obligations under the Agreement;
- x. Tenant acknowledges and agrees that a proposed Transfer or Assignment may require the approvals of third-parties not under the control of the City of Los Angeles, the City Council or the Board of Harbor Commissioners (collectively "non-City approvals") in order to become effective and that failure to obtain such non-City approvals may prevent or invalidate the proposed Transfer or Assignment notwithstanding any City approval of same. Tenant acknowledges that City is not responsible for non-City approvals, and City shall have no liability with respect to the inability to obtain non-City approvals.

(d) Factors Germane to City Consent. In evaluating any Transfer Notice, it shall not be unreasonable for City to withhold or condition its consent to a Transfer based on the following factors, among others:

(1) The net worth, financial condition and creditworthiness of the Transferee, including without limitation if (i) the tangible net worth of either the proposed Transferee or Guarantor is less than \$200,000,000 at the time of transfer, and (ii) the liquid assets of either the Transferee or Guarantor at the time of transfer are less than \$115,000,000, with liquid assets meaning, cash, marketable securities and undrawn credit;

(2) The Transferee fails to provide a guaranty from the Transferee's parent or related entity or entities; in compliance with this Section 10;

(3) If the Transferee fails to (i) have at least ten (10) years' experience in operating and managing marine terminals of the size and capacity operating under the Agreement, (ii) have an industry-recognized favorable reputation in the operation and management of marine terminals; (iii) have sufficient expertise in the operation and management of marine terminals to ensure that the Premises will be operated and managed consistent with past practices of Tenant and industry standards; and (iv) upon transfer, have the intent to and be reasonably capable of operating and managing the Premises consistent with past practices of Tenant and industry standards. The Transferee may satisfy the conditions contained herein (including the requirement as to ten (10) years' experience) by means of hiring or retaining a senior management team that meets the conditions set forth in (i) through (iv) above;

(4) Whether consent to such Transfer would violate any of the legal duties of City's Harbor Department, including but not limited to land use and development plans of the Harbor Department and duties owed to other tenants;

(5) Whether the proposed Transfer is in compliance with the terms and conditions of this Agreement in effect when Tenant submitted the Transfer Notice and in compliance with the laws, rules and regulations applicable to the Premises and Tenant's use and occupancy thereof;

(6) Whether there are uncured defaults or undischarged obligations due as of the date of the proposed Transfer, including, without limitation, unpaid Rent and, if there are, whether the Tenant and/or proposed Transferee agrees to cure, remedy or otherwise correct any default and/or undischarged obligation existing prior to the time of the Transfer, in a manner satisfactory to the Board; and

(7) Whether the Transferee, its operator or any Affiliate of the Transferee or its operator is listed on any of the following lists maintained by the Officer of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of the Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of Persons with which the City may not do business under Applicable Law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, and the Debarred List.

(e) Guarantor. If a parent or other entity or person has guaranteed or otherwise secured any or all of Tenant's obligations under this Agreement and if the ownership, makeup or financial condition of such parent or other entity or person has, in the reasonable discretion of the Executive Director, materially changed at any point during the term of this Agreement, the right is reserved for City to require amendments of such guaranty, the provision of new security, or a combination thereof reasonably required by the Executive Director to maintain the level of security as provided by the original guaranty. Following the Effective Date of this Fourteenth Amendment, Tenant shall have a continuing obligation to notify City in writing of any and all events that do or might constitute a material change in financial condition within the meaning of this Subsection 10(e).

(f) Transfer/Assignment Fee. If City approves any Transfer as set forth in Subsection (a) or (b), Tenant shall pay to City, an assignment fee as Additional Rent, equal to two percent (2%) of net present value (NPV) of the future years MAG and Fixed Annual Rent due over the remaining life of the Agreement. The NPV shall be calculated using a five percent (5%) discount rate. The assignment fee shall be paid within 30 days of written notice from the Harbor Department. The assignment fee shall not be due for subleases of less than 25% of the acreage of Premises; provided, however, in the event of a sublease or subleases which are reasonably deemed by the City to be assignments or other Transfers subject to the assignment fee, an assignment fee shall be due notwithstanding that the transaction is labeled a sublease.

Amendments to transfer documents after the Harbor Department has approved the transfer shall be summarized, provided to the Executive Director, and subject to Harbor Department's consent if such amendments, in the reasonable discretion of the

Executive Director, cause the content of the previously submitted transfer notice to be untrue or if such amendment would give the Harbor Department the right to withhold consent under the transfer provision terms. Such consent must not be unreasonably withheld or delayed and such review must be completed in no more than 20 business days. In the event that, Tenant collects any rent from such transferee, then Tenant shall hold such sums in trust for the benefit of City and shall immediately forward the same to City. City's collection of such rent and other sums shall not constitute an acceptance by City of attornment by such transferee.

(g) Charter and Administrative Code. Tenant acknowledges that this Agreement is subject to the Charter of City and the Administrative Code of City, and that approval of a Transfer may require action by several separate entities, including but not limited to the Los Angeles City Council and all such entities that are departments or divisions of the City of Los Angeles shall comply with the terms of this Section 10.

(h) Tenant Remedies. If City wrongfully denies or conditions its consent, Tenant may seek only declaratory and/or injunctive relief. Tenant specifically waives any damage claims against City in connection with the withholding or conditioning of consent.

(i) Indemnity in Favor of City; Tenant's Rights. In addition to and not as a substitute for the indemnities Tenant provides to City pursuant to Section 9 (Indemnity), Tenant shall indemnify, defend and hold harmless City and any and all of its boards, officers, agents, or employees from and against any and all claims and/or causes of action of any third-party (including but not limited to Transferee) arising out of or related to a proposed Transfer except for claims arising from the sole gross negligence or willful misconduct of City in withholding its consent in which case Tenant's sole remedy shall be entitled only to seek specific performance.

(j) Rent or Performance. City, in its sole discretion and without waiving any of the City's consent or other rights under this Agreement or otherwise, may accept Rent or performance of Tenant's obligations under this Agreement from any person other than Tenant pending approval or disapproval of a Transfer. City's exercise of discretion to accept Rent or performance may be reflected in writing from the Executive Director."

10. Exhibit J is deleted in its entirety and replaced with a new Exhibit "J", attached hereto.
11. Exhibit "L" is added, attached hereto.
12. Section 12 – Environmental Compliance, as set forth in the Eleventh Amendment, is amended as follows, with strikeouts to be deleted and words in ***bold italics*** added:

"Section 12. Environmental Compliance. ***In its use and occupancy of the Premises, Tenant shall comply with (and shall immediately respond to and remedy any incident of non-compliance) the following:***

- (a) Mitigation Monitoring and Reporting Program. ~~In its use and occupancy of the Premises, Tenant shall comply (and shall immediately respond to and remedy any incident of non-compliance) with:~~ the Mitigation Measures and Mitigation Monitoring and Reporting Program set forth collectively in Exhibit "J", *as amended in this Fourteenth Amendment*, which is attached hereto and incorporated by reference into the terms and conditions of this Permit without further action of Board or City Council, following transmittal of same by Harbor Department to Tenant.
- (b) Revision of Mitigation and Lease Measures. Following the Effective Date of this *Fourteenth Amendment*, upon mutual written agreement of the Board and Tenant, the Board may revise Exhibit "J".
- (c) ***Environmental Permit Conditions for the Transition of Cargo Handling Equipment to Zero Emissions Equipment:***

(1) Annual Equipment Procurement Planning

Exhibit "L" is Tenant's inventory of all existing terminal cargo handling equipment covered by the Clean Air Action Plan ("CAAP") Feasibility Assessment ("Cargo Handling Equipment"), including equipment on-site, off-site equipment that is relocated for on-site use, and ordered equipment, including its useful life, as defined by i) the Original Equipment Manufacturer (OEM) specifications or ii) Applicable Law, if an Applicable Law comes into effect that supersedes useful life defined by OEM. For avoidance of doubt, Tenant shall be entitled to continue using Cargo Handling Equipment listed in Exhibit "L" for its useful life, notwithstanding any new feasibility assessment, unless if a piece of Cargo Handling Equipment has not yet reached the end of its useful life as defined by OEM and an Applicable Law comes into effect that requires that same piece of Cargo Handling Equipment to be replaced by Zero Emission equipment, the Applicable Law would govern, and Tenant shall replace the Cargo Handling Equipment prior to the end of the OEM's useful life.

Within one (1) year following the commencement date of the Permit, and updated annually thereafter, Tenant shall develop a replacement plan, for all existing Cargo Handling Equipment, including the planned replacement year for each piece of equipment based on the expected useful life of existing terminal equipment. If there is any deviation from the equipment replacement plan for a given year that involves non-zero emissions equipment, Tenant agrees to notify the Executive Director prior to the purchase of any new or replacement terminal Cargo Handling Equipment that deviates from the equipment replacement plan. Tenant agrees to meet and confer with the Executive Director or his/her designee, upon request, regarding such deviation concerns within fourteen (14) days of Tenant's original notice of the proposed deviation, unless the parties agree to extend the time period. Tenant shall identify any Cargo Handling Equipment that is not required to be replaced pursuant to current cargo handling equipment

regulations in accordance with Applicable Law, as defined below. Notwithstanding the foregoing, Tenant shall be required to purchase cleanest feasible available technology as defined by Applicable Law.

For purposes of this Section 12(c), "Applicable Law" means any and all federal, state, county or governmental agency laws, statutes, ordinances, standards, codes, rules, consent decrees, ordinances, resolution, orders, or requirements adopted or implemented under color of law, in effect at any point during the Term, pertaining to the use, occupancy or condition of the Premises and/or Tenant's operations and activities, including but not limited to its undertaking of the Permitted Uses.

(2) Zero Emission Equipment and Infrastructure Plan

Within one (1) year following the commencement date of the Permit, Tenant shall develop a plan to transition terminal Cargo Handling Equipment to zero emissions that will achieve the following goal:

Before January 1, 2030, terminal Cargo Handling Equipment must begin transitioning to zero emissions, if feasible.

For equipment covered by the Clean Air Action Plan (CAAP) Feasibility Assessment, the most recent CAAP Feasibility Assessment shall determine whether zero emissions Cargo Handling Equipment is feasible from a financial, technical, and operational perspective, and if not, the cleanest feasible alternative Cargo Handling Equipment. In the event the Tenant performs its own feasibility assessment which differs from the CAAP Feasibility Assessment, the Tenant may request a re-evaluation in writing to the Executive Director or his/her designee and provide a written report detailing the evidence and supporting documentation concerning feasibility and other relevant factors. The re-evaluation and feasibility determination shall be subject to mutual agreement between the Board and Tenant, which shall not be unreasonably withheld by Tenant. Tenant is responsible for furnishing its own evidence and agrees to pay for any reasonable and actual expenses incurred by the City in processing the Tenant's request for a re-evaluation, including retaining an independent third-party verifier to peer review the Tenant's report. Parties shall split the costs of an independent third-party verifier on a 50/50 basis, subject to the following conditions: i) Tenant participated by submitting written comments on the then-most recent CAAP Feasibility Assessment; ii) new data that has arisen since the time of the most-recent CAAP feasibility analysis to support Tenant's assertion that zero emissions Cargo Handling Equipment is not feasible from a financial, technical, and operational perspective; and iii) the City's portion of the expenditure may not exceed \$150,000, in aggregate, over the term of the Agreement. The parties shall appoint the independent third-party verifier within ninety (90) days of Tenant's

request for the reevaluation; if the parties cannot agree on the independent third party within that timeframe, the Board shall make the appointment.

For all other terminal equipment not covered by the CAAP Feasibility Assessment, the cleanest feasible equipment includes, but is not limited to equipment that is determined in writing by the Executive Director and Tenant, to be feasible from a financial, technical, and operational perspective. Tenant agrees to provide any updates to its plan to the Executive Director or his/her designee consistent with the requirements contained in this Section 12(c).

Tenant shall submit an Application for Port Permit (APP) to the Executive Director prior to implementing the plan and installing any necessary charging and/or fueling equipment to support the operation of zero emission equipment, which shall be subject to all necessary environmental review in accordance with the California Environmental Quality Act and/or the National Environmental Policy Act and agency permitting and approvals."

13. The parties agree that this Fourteenth Amendment (including all exhibits, maps, and parcel descriptions attached hereto) supersedes any conflicting provisions, descriptions, or maps contained in the original Permit 692 or any prior amendments. In all instances of conflict or inconsistency between this Fourteenth Amendment and prior amendments, this Fourteenth Amendment shall prevail. Subject only to the modifications explicitly set forth herein, all remaining terms and conditions of Permit No. 692 and its prior amendments shall remain in full force and effect.

(Signatures on following page)

IN WITNESS THEREOF, the parties hereto have executed this Fourteenth Amendment to Permit No. 692 on the date to the left of their signatures.

Dated: _____

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

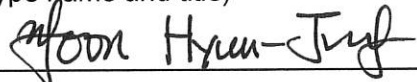
By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

YUSEN TERMINALS LLC

Dated: 8/19/2026

By 
ALAN MCCORVEY President + CEO
(Print/type name and title)

Attest: 
HYUN JUNG YOON, CCSO
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

Aug. 20, 2026
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: 
MINAH PARK, Deputy

Exhibit B

Acreage for MAG, Fixed Rent and Non-Compensation Areas:

Total Acres	MAG	Fixed Parcel	Non-Compensation
231.87	181.36	16.76	33.75

MAG per Acre, Fixed Rent per Acre and Non-Compensation Fees:

Period	MAG per Acre	Fixed Rent per Acre	Non-Compensation *
10/1/2026 - 9/30/2027	\$219,000	\$187,502	\$0
10/1/2027 - 9/30/2028	\$220,000	Greater of 3% or CPI	\$0
10/1/2028 - 9/30/2029	\$225,000	Greater of 3% or CPI	\$0
10/1/2029 - 9/30/2030	\$235,000	Greater of 3% or CPI	\$0
10/1/2030 - 9/30/2031	\$245,000	Greater of 3% or CPI	\$0

Annual MAG and Annual Fixed Rent

Period	Annual MAG	Fixed Annual Rent
10/1/2026 - 9/30/2027	\$39,717,840	\$3,142,526
10/1/2027 - 9/30/2028	\$39,899,200	Greater of 3% or CPI
10/1/2028 - 9/30/2029	\$40,806,000	Greater of 3% or CPI
10/1/2029 - 9/30/2030	\$42,619,600	Greater of 3% or CPI
10/1/2030 - 9/30/2031	\$44,433,200	Greater of 3% or CPI

TEU Rates :

Efficiency	As of Oct. 1, 2026 TEU Rates	Efficiency	As of Oct. 1, 2026 TEU Rates
0-3099	\$64.87	6500-6599	\$47.19
3100-3199	\$64.34	6600-6699	\$47.06
3200-3299	\$63.07	6700-6799	\$46.95
3300-3399	\$61.88	6800-6899	\$46.83
3400-3499	\$60.77	6900-6999	\$46.72
3500-3599	\$59.74	7000-7099	\$46.61
3600-3699	\$58.77	7100-7199	\$46.51
3700-3799	\$57.85	7200-7299	\$46.41
3800-3899	\$57.00	7300-7399	\$46.31
3900-3999	\$56.19	7400-7499	\$46.21
4000-4099	\$55.44	7500-7599	\$46.12
4100-4199	\$54.72	7600-7699	\$46.03
4200-4299	\$54.05	7700-7799	\$45.94
4300-4399	\$53.41	7800-7899	\$45.85
4400-4499	\$52.81	7900-7999	\$45.77
4500-4599	\$52.24	8000-8099	\$45.68
4600-4699	\$51.70	8100-8199	\$45.60
4700-4799	\$51.19	8200-8299	\$45.52
4800-4899	\$50.70	8300-8399	\$45.45
4900-4999	\$50.24	8400-8499	\$45.37
5000-5099	\$49.59	8500-8599	\$45.30
5100-5199	\$49.39	8600-8699	\$45.23
5200-5299	\$49.19	8700-8799	\$45.16
5300-5399	\$49.00	8800-8899	\$45.09
5400-5499	\$48.82	8900-8999	\$45.02
5500-5599	\$48.64	9000-9099	\$44.96
5600-5699	\$48.47	9100-9199	\$44.90
5700-5799	\$48.31	9200-9299	\$44.83
5800-5899	\$48.15	9300-9399	\$44.77
5900-5999	\$48.00	9400-9499	\$44.71
6000-6099	\$47.85	9500-9599	\$44.65
6100-6199	\$47.71	9600-9699	\$44.60
6200-6299	\$47.57	9700-9799	\$44.54
6300-6399	\$47.44	9800-9899	\$44.49
6400-6499	\$47.31	9900-9999	\$44.43
		10000+	\$44.38

* No additional fees for the office

Exhibit B

MAG, Fixed Rent and Non-Compensation Acreage by Parcel:

181.36 MAG Premises:

Parcel 1: 147.87 acres

Parcel 2: 9.20 acres

Parcel 3: 18.38 acres

Parcel 4: 3.24 acres (50% of shared rail is 1.62)

Parcel 5: 6.77 acres (50% of shared rail is 3.39)

Parcel 6: 1.79 acres (50% of shared rail is .895)

16.76 Fixed Parcels:

Parcel 7: 11.08 acres

Parcel 8: 5.68 acres

33.75 Non-compensation (TICTF) Premises:

Parcel A: TICTF Storage Yard - 10.64 acres

Parcel B: Everport Preferential Dedicated Rail - 17.21 acres

Parcel 4: Everport Portion 50% of Shared Rail (3.24) - 1.62 acres

Parcel 5: Everport Portion 50% of Shared Rail (6.77) - 3.39 acres

Parcel 6: Everport Portion 50% of Shared Rail (1.79) - .895 acres

TOTAL MAG, Fixed Acres, and TICTF: 231.87 Acres

FINAL REVISED MITIGATION MONITORING AND REPORTING PROGRAM

Berths 212–224 (YTI) Container Terminal Improvements Project

Environmental Impact Report (EIR)

APP # 130204-020 / SCH # 2013041017

Prepared for:

Los Angeles Harbor Department
Environmental Management Division
425 S. Palos Verdes Street
San Pedro, CA 90731

Prepared by:



August 2026

EXHIBIT J

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
3.2 Air Quality		
MM AQ-1: Crane Delivery Ships Used During Construction. All ships and barges must comply with the expanded Vessel Speed Reduction Program (VSRP) of 12 knots between 20 nautical miles (nm) and 40 nm from Point Fermin.	Timing: During crane delivery. Methods: Los Angeles Harbor Department (LAHD) will include MM AQ-1 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division
MM AQ-2: Harbor Craft Used During Construction. Harbor craft must use Tier 3 or cleaner engines.	Timing: Throughout construction. Methods: LAHD will include MM AQ-2 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction. The measures shall be met, unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists: • A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement. • A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project but the application process is not yet approved, or the application has been approved but funds are not yet available. • A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division

EXHIBIT J

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
MM AQ-3: Fleet Modernization for On-Road Trucks Used During Construction. Trucks with a gross vehicle weight rating of 19,500 or greater, including import haulers and earth movers, must comply with United States Environmental Protection Agency (EPA) 2010 on-road emission standards.	uncontrolled equipment but determine that no dealer within 200 miles of the project has the controlled equipment available for lease. Timing: Throughout construction. Methods: LAHD will include MM AQ-3 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction. The measures shall be met, unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists: • A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement. • A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project but the application process is not yet approved, or the application has been approved but funds are not yet available. • A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment but no dealer within 200 miles of the project has the controlled equipment available for lease.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division
MM AQ-4: Fleet Modernization for Construction Equipment (except vessels, harbor craft, on-road trucks, and dredging equipment). All diesel-powered	Timing: Throughout construction. Methods: LAHD will include MM AQ-4 in the contract specifications for construction. LAHD will monitor	Implementation: LAHD through Construction Contractor

EXHIBIT J

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
construction equipment greater than 50 horsepower must meet EPA Tier 4 off-road emission standards.	implementation of mitigation measures during construction. The measures shall be met, unless one of the following circumstances exists and the contractor is able to provide proof that any of these circumstances exists: • A piece of specialized equipment is unavailable in a controlled form within the state of California, including through a leasing agreement. • A contractor has applied for necessary incentive funds to put controls on a piece of uncontrolled equipment planned for use on the project but the application process is not yet approved, or the application has been approved but funds are not yet available. • A contractor has ordered a control device for a piece of equipment planned for use on the project, or the contractor has ordered a new piece of controlled equipment to replace the uncontrolled equipment but that order has not been completed by the manufacturer or dealer. In addition, for this exemption to apply, the contractor must attempt to lease controlled equipment to avoid using uncontrolled equipment but no dealer within 200 miles of the project has the controlled equipment available for lease.	Monitoring and Reporting: Environmental Management Division, Construction Management Division
MM AQ-5: Dredging Equipment. All dredging equipment must be electric.	Timing: During dredging. Methods: LAHD will include MM AQ-5 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
MM AQ-6: Construction Best Management Practices (BMPs). LAHD will implement BMPs, per LAHD Sustainable Construction Guidelines, to reduce air emissions from all LAHD-sponsored construction projects. The following measures are required for construction equipment, including on-road trucks used during construction: • Use diesel oxidation catalysts and catalyzed diesel particulate traps. • Maintain equipment according to manufacturers' specifications. • Restrict idling of construction equipment to a maximum of five minutes when not in use. • Install high-pressure fuel injectors on construction equipment vehicles. LAHD will implement a process by which to select additional BMPs to further reduce air emissions during construction. LAHD will determine the BMPs once the contractor identifies and secures a final equipment list. Because the effectiveness of this measure has not been established and includes some emissions-reduction technology that may already be incorporated into equipment as part of the Tier level requirement in MM AQ-3 and MM AQ-4, it is not quantified in this study.	Timing: Throughout construction. Methods: LAHD will include MM AQ-6 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division
MM AQ-7: Additional Fugitive Dust Controls. Contractor must adhere to the following control measures, at a minimum: • Active grading sites shall be watered at intervals of two hours. • Traffic speeds on all unpaved roads must be limited to 15 miles per hour (mph) or less.	Timing: Throughout construction. Methods: LAHD will include MM AQ-7 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
- Contractors shall apply approved nontoxic chemical soil stabilizers to all inactive construction areas or replace groundcover in disturbed areas. - Contractors shall provide temporary wind fencing around sites being graded or cleared. - Trucks hauling dirt, sand, or gravel shall be covered or shall maintain at least 2 feet of freeboard in accordance with Section 23114 of the California Vehicle Code ("Spilling Loads on Highways"). - Construction contractors shall install wheel washers where vehicles enter and exit unpaved roads onto paved roads, or wash off tires of vehicles and any equipment leaving the construction site. - The grading contractor shall suspend all soil disturbance activities when winds exceed 25 mph or when visible dust plumes emanate from a site, and disturbed areas shall be stabilized if construction is delayed. - Open storage piles (greater than 3 feet tall and a total surface area of 150 square feet) shall be covered with a plastic tarp or chemical dust suppressant. - Materials shall be stabilized while loading, unloading, and transporting to reduce fugitive dust emissions. - Belly-dump truck seals shall be checked regularly to remove trapped rocks to prevent possible spillage. - Track-out regulations shall be followed, and water shall be provided while loading and unloading to reduce visible dust plumes.		

EXHIBIT J

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
Waste materials shall be hauled off site immediately.		
MM AQ-8: General Mitigation Measure. For any of the above mitigation measures (MM AQ-2 through MM AQ-7), if a California Air Resources Board-certified technology becomes available and is shown to be as good as, or better than, the existing measure in terms of emissions performance, the technology could replace the existing measure pending approval by LAHD. Measures will be set at the time a specific construction contract is advertised for bid.	Timing: Throughout construction. Methods: LAHD will include MM AQ-8 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Engineering and Construction Contractors Monitoring and Reporting: Environmental Management Division, Construction Management Division
MM AQ-9: Vessel Speed Reduction Program (VSRP). Starting January 1, 2017, and thereafter, 95% of ships calling at the YTI terminal will be required to comply with the expanded VSRP at 12 knots between 40 nm from Point Fermin and the Precautionary Area.	Timing: Throughout operation. Methods: LAHD will include MM AQ-9 in the lease agreement with the Tenant. LAHD will monitor implementation of mitigation measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division
MM AQ-10: Alternative Maritime Power (AMP). By 2026, NYK Line operated ships calling at the YTI terminal will use AMP for 95% of total hoteling hours while hoteling at the Port.	Timing: Throughout operation. Methods: LAHD will include MM AQ-10 in the lease agreement with the Tenant. LAHD will monitor implementation of mitigation measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division
LM AQ-1: Periodic Review of New Technology and Regulations. LAHD will require the Tenant to review any LAHD-identified or other new emissions-reduction technology, determine whether the technology is feasible, and report to LAHD. Such technology feasibility reviews will take place at the time of LAHD's consideration of any lease amendment or facility modification for the YTI terminal (Standard Tenant Feasibility Review). If the technology identified in the Standard Tenant Feasibility Review is determined by LAHD to be feasible in terms of financial, technical, and operational feasibility, the Tenant will work with	Timing: Throughout operation. Methods: LAHD will include LM AQ1 in the lease agreement with the Tenant. LAHD will monitor implementation of lease measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
LAHD to implement such technology. In addition to the Standard Tenant Feasibility Review described above, and as partial consideration for the lease amendment, the Tenant and LAHD will:		
(i) Commencing on December 31, 2017, and continuing not less frequently than once every two years thereafter (Expedited Feasibility Review), investigate and report to the Los Angeles Board of Harbor Commissioners on: (a) the feasibility of zero emissions and near zero emissions technologies for truck, yard equipment, and rail activities; and (b) the feasibility of technologies to reduce emissions from vessels berthed at terminals that are not able to utilize AMP; and (ii) Review and report to the Los Angeles Board of Harbor Commissioners on the feasibility of any other new technology advancements that may reduce emissions not less frequently than once every five years following the effective date of the lease amendment (Periodic Feasibility Review). If either the Expedited Feasibility Review or the Periodic Feasibility Review demonstrates the new technology will be effective in reducing emissions and is determined by the Los Angeles Board of Harbor Commissioners to be feasible, including but not limited to from a financial, technical, and operational perspective, the Tenant will implement the new air quality technological advancements, subject to mutual agreement on operational feasibility and cost sharing, which will not be unreasonably withheld. The effectiveness of this measure depends on the advancement of new technologies and the outcome of future feasibility or pilot studies.		

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
LM AQ-2: Substitution of New Technology by Tenant. If any kind of technology becomes available and is shown to be as good as or better than the existing measure in terms of emissions-reduction performance, the technology could replace the requirements of MM AQ-9 and MM AQ-10, pending approval by LAHD.	Timing: Throughout operation. Methods: LAHD will include LM AQ-2 in the lease agreement with the Tenant. LAHD will monitor implementation of lease measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division, Engineering Division, Construction Management Division
LM AQ-3: Container Ship Engine Emissions -Reduction Technology Improvements. The Tenant will encourage NYK-Line shipping lines that visit to determine the feasibility of incorporating all emissions-reduction technology and/or design options for vessels calling at the YTI terminal.	Timing: Throughout operation. Methods: LAHD will include LM AQ-3 in the lease agreement with the Tenant. LAHD will monitor implementation of lease measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division
LM AQ-4: Zero- or Near Zero-Emissions Demonstration Project. The Tenant will participate in a demonstration project lasting three years to investigate the feasibility of using two zero-emissions or near zero-emissions yard tractors on the YTI terminal. LAHD shall provide the equipment to be tested and any necessary infrastructure, including charging stations, as part of the project.	Timing: Three years during operation. Methods: LAHD will include LM AQ-4 in the lease agreement with the Tenant. LAHD will monitor implementation of lease measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division
3.3 Biological Resources		
MM BIO-1: Avoid Marine Mammals. Although it is expected that marine mammals will voluntarily move away from the area at the commencement of the vibratory or "soft start" of pile-driving activities, as a precautionary measure, pile-driving activities occurring as part of the sheet pile and king pile installation will include establishment of a safety zone, and the area surrounding the operations will be monitored for pinnipeds and cetaceans by a qualified marine mammal observer. A 300-meter-radius safety zone will be established around the pile-driving site and	Timing: During pile driving. Methods: LAHD will include MM BIO-1 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
monitored for marine mammals. The pile-driving site will move with each new pile; therefore, the 300-meter safety zone will move accordingly. Prior to commencement of pile driving, observers on shore or by boat will survey the safety zone to ensure that no marine mammals are seen within the zone before pile driving of a pile segment begins. If a marine mammal is observed within 10 meters of pile-driving operations, pile driving will be delayed until the marine mammal moves out of the 10-meter zone. If a marine mammal in the 300-meter safety zone is observed, but is more than 10 meters away, the contractor will wait at least 15 minutes to commence pile driving. If the marine mammal has not left the 300-meter safety zone after 15 minutes, pile driving can commence with a "soft start." This 15-minute criterion is based on a study indicating that pinnipeds dive for a mean time of 0.50 to 3.33 minutes; the 15-minute delay will allow a more than sufficient period of observation to be reasonably sure the animal has left the proposed Project vicinity. If marine mammals enter the safety zone after pile driving of a segment has begun, pile driving will continue. The qualified observer will monitor and record the species and number of individuals observed, and make note of their behavior patterns. If the animal appears distressed, and if it is operationally safe to do so, pile driving will cease until the animal leaves the area. Prior to the initiation of each new pile-driving episode, the area will again be thoroughly surveyed by the qualified observer.		
3.4 Cultural Resources		
SC CR-1: Stop Work in the Area if Prehistoric and/or Archaeological Resources Are Encountered. In the unlikely event that any prehistoric artifact of historic period materials or bone, shell, or	Timing: Throughout construction. Methods: LAHD will include SC CR-1 in the contract specifications for construction and will retain a qualified archaeologist to evaluate any potential finds. LAHD will	Implementation: LAHD through Construction Contractor

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
nonnative stone is encountered during construction, work shall be immediately stopped, the area secured, and work relocated to another area until the materials can be assessed by a qualified archaeologist. Examples of such cultural materials might include historical trash pits containing bottles and/or ceramics; structural remains or concentrations of grinding stone tools such as mortars, bowls, pestles, and manos; chipped stone tools such as projectile points or choppers; and flakes of stone not consistent with the immediate geology such as obsidian or fused shale. The contractor shall stop construction within 30 feet of the exposure of these finds until a qualified archaeologist can be retained by LAHD to evaluate the find (see 36 CFR 800.11.1 and 14 CCR 15064.5(f)). If the resources are found to be significant, they shall be avoided or shall be mitigated consistent with Section 106 or State Historic Preservation Officer Guidelines.	monitor implementation of mitigation measures during construction.	Monitoring and Reporting: Environmental Management Division, Construction Management Division
3.6 Greenhouse Gas Emissions		
MM GHG-1: Energy Audit. The Tenant will conduct an energy audit by a third party of its choice every five years and install innovative power-saving technology (1) where it is feasible and (2) where the amount of savings would be reasonably sufficient to cover the costs of implementation.	Timing: Throughout operation. Methods: LAHD will include MM GHG-1 in the lease agreement with the Tenant. LAHD will monitor implementation of mitigation measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division
MM GHG-2: LED Lighting. When existing light bulbs require replacement, all bulbs within the interior of buildings on the premises will be replaced exclusively with LED light bulbs or a technology with similar energy-saving capabilities for ambient lighting within all terminal buildings. The Tenant will also maintain and replace any Port-supplied LED light bulbs.	Timing: Throughout operation. Methods: LAHD will include MM GHG-2 in the lease agreement with the Tenant. LAHD will monitor implementation of mitigation measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
MM GHG-3: Recycling. The Tenant will ensure that a minimum of 60% of all waste generated in all terminal buildings is recycled by 2017.	Timing: Throughout operation. Methods: LAHD will include MM GHG-3 in the lease agreement with the Tenant. LAHD will monitor implementation of mitigation measures during operation.	Implementation: LAHD and YTI Monitoring and Reporting: Environmental Management Division
MM GHG-4: Carbon Offsets for Certain GHG Emissions. YTI shall purchase carbon offsets from sources listed on the American Carbon Registry and/or the Climate Action Reserve (or any other such registry approved by CARB) for a total of 16,380 metric tons of GHG emissions associated with electricity usage for certain terminal operations (Required Offsets) by the year 2026. Alternatively, if LAHD identifies local projects or establishes a local GHG emission reduction funding program, YTI may contribute funding equivalent to the cost of the Required Offsets to such local projects or funding program.	Timing: By the year 2026. Methods: LAHD will require MM GHG-4 in the Tenant lease during operation. LAHD will monitor implementation of mitigation measures during operation.	Implementation: YTI. Monitoring and Reporting: Environmental Management Division
3.8 Groundwater and Soils		
MM GW-1: Soil Sampling, Testing, and Treatment. The following actions must be implemented by LAHD or its contractors:	Timing: Prior to and concurrent with construction. Methods: LAHD will include MM GW-1 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division
a) Prior to conducting excavations or disturbing the site cap in the former National Metal and Steel site, the former Al Larson Boat Shop site, and the former Hugo Neu-Proler lease site, EPA must receive a "Notification of Activity" according to federal protocol under the Toxic Substances Control Act (TSCA) for former polychlorinated biphenyl (PCB) remediation sites. In place (in-situ) soil sampling for PCBs must be completed prior to excavation and the analytical results provided to EPA for review, prior to excavation. The sampling, analytical method, extraction, and soil disposal methods must		

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
comply with EPA TSCA regulations for PCB remediation sites where the original source of the PCBs was greater than 50 milligrams per kilogram. Sampling frequency and depth must be consistent with established EPA sampling procedures or guidance such as 40 CFR 761, Subpart N (40 CFR 761.260 et al.), or Comprehensive Environmental Response, Compensation, and Liability Act site characterization guidance. PCB-containing waste soils must be disposed of and labeled as TSCA waste. EPA written concurrence with the notification is needed before excavation may proceed in former PCB remediation areas. In addition, as lead agency for PCBs, EPA may attach conditions to their concurrence, which must be followed. If excavation occurs in these soils, a site-specific health and safety plan (SSHSP) would be required to address worker safety. b) In the former National Metal and Steel and Al Larson Boat Shop sites, soils must also be tested in advance for total petroleum hydrocarbons (TPH) and Title 22 metals as a condition of remediation site closure by the Los Angeles County Fire Department, Health and Hazardous Materials Section to provide adequate information for construction waste characterization and/or worker safety hazard evaluations, prior to excavation. Based on past sampling, organochlorine pesticides should also be tested at the National Metals Steel and Al Larson Boat Shop site, and Title 22 metals and TPH should be tested at the Hugo Neu-Proler lease site. If direct truck loading or immediate soil reuse is desired at the National Metals Steel, Al Larson Boat Shop, and former Hugo Neu-Proler lease sites, testing		

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
of any other constituents necessary for proper disposal or soil reuse should also be performed prior to excavation.		
c) Soils in the former Golden West leasehold must be tested for TPH, benzene, toluene, ethylbenzene and xylenes, and polycyclic aromatic hydrocarbons prior to disposal. This is due to elevated petroleum waste left in backfill soils at this site. In addition, any other constituent analyses needed by the disposal site or for soil reuse should be analyzed at the same time. If reuse occurs in these soils, an SSHSP excavation would be required to address worker safety.		
d) Soils in the former Dow Chemical site must be tested for volatile organic compounds (VOCs) prior to disposal. This is because past sampling indicates carbon tetrachloride is present at concentrations above industrial limits and at a level not protective of construction workers. Other lower-level VOCs were also found and should also be tested. In addition, any other constituent analyses needed by the disposal site or for immediate reuse should be analyzed at the same time. If excavation occurs in these soils, an SSHSP would be required to address worker safety.		
e) In Waste Discharge Order 90-045, the Los Angeles Regional Water Quality Control Board requires maintenance of the structural integrity of the site cap for the former Golden West site and the National Metals Steel/Al Larson Boat Shop site. The site cap is to be a minimum of a 21-inch layer of clean material, compacted according to civil engineering standards, and the top 7 inches of this layer are to be asphalt concrete pavement.		

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
Groundwater monitoring requirements were rescinded for this site due to the presence of this cap and six years of monitoring indicating that the cap was protecting the groundwater from remnant contaminants in site soils. EPA may also be concerned with the integrity of this cap over former PCB remediation areas. Therefore, if the cap is disturbed over these sites, including the Hugo Neu-Proler lease site, stormwater should not be allowed to infiltrate the cap, and during normal operations, the integrity of the cap should be inspected and maintained. Any other EPA requirements should also be followed.		
MM GW-2: Contamination Contingency Plan. The following contingency plan will be implemented to address contamination discovered during demolition, grading, and construction. a) All trench excavation and filling operations will be observed for the presence of free petroleum products, chemicals, or contaminated soil. Soil suspected of contamination will be segregated from other soil. In the event that soil suspected of contamination is encountered during construction, the contractor will notify LAHD's environmental representative. LAHD will confirm the presence of the suspect material and direct the contractor to remove, stockpile, or contain, and characterize the suspect material. Continued work at a contaminated site will require the approval of the LAHD Project Engineer. b) Excavation of VOC-impacted soil, or soil suspected of being impacted by VOCs based on historical site use, will require obtaining and complying with a South Coast Air Quality Management District Rule 1166 permit. For soil	Timing: Throughout construction. Methods: LAHD will include MM GW-2 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
suspected to have carbon tetrachloride, a Photo Ionization Detector with an 11.7-eV lamp will be necessary to detect significant levels. c) The remedial option(s) selected will be dependent on a suite of criteria (including but not limited to types of chemical constituents, concentration of the chemicals, health and safety issues, time constraints, and cost) and will be determined on a site-specific basis. Both off-site and on-site remedial options may be evaluated. d) The extent of removal actions will be determined on a site-specific basis. At a minimum, the impacted area(s) within the boundaries of the construction area will be remediated to the satisfaction of LAHD and the lead regulatory agency for the site or action. The LAHD Project Manager overseeing removal actions will inform the contractor when the removal action is complete. e) Copies of hazardous waste manifests or other documents indicating the amount, nature, and disposition of such materials will be submitted to the LAHD Project Manager within 60 days of project completion. f) In the event that contaminated soil is encountered either prior to or during construction, all on-site personnel handling or working in the vicinity of the contaminated material must be trained in accordance with EPA and Occupational Safety and Health and Administration regulations for hazardous waste operations or demonstrate they have completed the appropriate training. Training must provide protective measures and practices to reduce or eliminate hazardous materials/waste hazards at the workplace.		

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
g) When impacted soil must be excavated, air monitoring will be conducted as appropriate for related emissions adjacent to the excavation. h) All excavations will be backfilled with structurally suitable fill material that is free from contamination per LAHD standards. i) Standard engineering controls and BMPs will be implemented while excavating impacted soils to minimize human exposure to potential contaminants. Engineering controls and construction BMPs will include but not be limited to the following: • Contractor will water/mist soil as its being excavated and loaded onto transportation trucks. • Contractor will place any stockpiled soil in areas shielded from prevailing winds. • Contractor will cover the bottom of excavated areas with sheeting when work is not being performed.		
3.12 Noise		
MM NOI-1: Noise Reduction During Pile Driving. The contractor will be required to use a pile-driving system such as a Bruce hammer (with silencing kit); an IHC Hydrohammer®, SC series (with a sound insulation system); or an equivalent silenced hammer that is capable of limiting maximum noise levels at 50 feet from the pile driver to 104 A-weighted decibels (dBA), or less, during installation of king piles and sheet piles.	Timing: During pile driving. Methods: LAHD will include MM NOI-1 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division
MM NOI-2: Erect Temporary Noise Attenuation Barriers Adjacent to Pile-Driving Equipment or Employ Temporary Shields to the Pile-Driving Equipment, Where Necessary and Feasible. The	Timing: During pile driving. Methods: LAHD will include MM NOI-2 in the contract specifications for construction. LAHD will monitor	Implementation: LAHD through Construction Contractor

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
need for and feasibility of noise attenuation barriers/curtains or pile driver shielding will be evaluated on a case-by-case basis by considering the distance to noise-sensitive receptors, the available space at the construction location, safety, and proposed Project operations. The noise barriers/curtains will be installed directly around the pile-driving equipment to shield the line of sight from the nearest noise-sensitive receptor, where feasible. Because the equipment would be mostly on the water and pile drivers are high above the water surface, noise barriers may not be feasible or effective to provide sufficient noise reduction, depending on the construction sites and pile-driving activity and equipment specified for each site. Another alternative is to employ shields that are physically attached to the pile drivers. The pile driver shielding is more effective where considerable noise reduction is required.	Implementation of mitigation measures during construction.	Monitoring and Reporting: Environmental Management Division, Construction Management Division
3.14 Utilities		
MM UT-1: Recycling of Construction Materials. Demolition and/or excess construction materials will be separated on site for reuse/recycling or proper disposal. During grading and construction, separate bins for recycling of construction materials will be provided on site.	Timing: Throughout construction. Methods: LAHD will include MM UT-1 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division, Construction Management Division
MM UT-2: Materials with Recycled Content. Materials with recycled content will be used in project construction where feasible.	Timing: Pre-construction material planning and during construction. Methods: LAHD will include MM UT-2 in the contract specifications for construction. LAHD will monitor implementation of mitigation measures during construction.	Implementation: LAHD through Construction Contractor Monitoring and Reporting: Environmental Management Division,

Table A-1. Modified Mitigation Monitoring and Reporting Program Summary for the Berths 212-224 (YTI) Container Terminal Improvements Project

Mitigation Measure	Timing and Methods	Responsible Parties
		Construction Management Division
Key: % = percent; AMP = Alternative Maritime Power; BMP = best management practice; CCR = California Code of Regulations; CFR = Code of Federal Regulations; EPA = United States Environmental Protection Agency; eV = electron volt; LM = Lease Measure; MM = Mitigation Measure; mph = miles per hour; nm = nautical mile; PCB = polychlorinated biphenyl; Port = Port of Los Angeles; SC = Standard Condition; SSHSP = site-specific health and safety plan; TPH = total petroleum hydrocarbons; TSCA = Toxic Substances Control Act; VOC = volatile organic compound; VSRP = Vessel Speed Reduction Program; YTI = Yusen Terminals, LLC Note: All mitigation and lease measures that are currently ongoing will be included in the modified Mitigation Monitoring and Reporting Program for the Permit amendment.		



INSURANCE ASSESSMENT REQUEST FORM

EXHIBIT K

This form is to be used only for authorities initiated outside of POLA Fusion. Send completed form in Word format to polariskmgmt@portla.org for processing. Allow up to 10 business days for processing. Contact Risk Management at 310-732-3758 or via email to polariskmgmt@portla.org for status inquiries.
This page to be completed by Risk Management

NO INSURANCE OR CHANGE TO EXISTING REQUIREMENTS:

- ☐ No insurance required, only indemnification
☐ Amendment does not require change to existing contract's insurance requirements

INSURANCE REQUIREMENTS

LIMITS (Per Occurrence)

☒ General Liability ☒ Deletion of railroad exclusion ☐ Terminal Operator's Liability ☐ Garage keepers Legal Liability ☐ Host Liquor Liability ☐ Explosion, collapse and underground hazards ☒ Damage to Rented Premises (Limits \$500K per occ) ☐ Other: _____	\$25M
☒ Auto Liability (all autos) ☐ Other: _____	\$25M
☒ Workers' Compensation/Employer's Liability ☒ USL&H ☒ Waiver of Subrogation	STATUTORY
☐ Professional Liability ☐ Medical Malpractice ☐ Law Enforcement Legal Liability ☐ Technology Errors & Omissions (E&O)	
☐ Railroad Protective Liability	
☒ Ocean Marine Liability* ☒ Protective & Indemnity ☒ Jones Act ☒ Hull & Machinery ☐ Ship Builders/Repairers Liability ☒ Other: Vessel Pollution Liability	\$25M
☒ Property/All Risk Insurance	100% Replacement Value over \$500K
☒ Environmental Impairment Liability	\$25M
☐ Builder's Risk (Reference Specification for exclusions)	
☐ Aircraft Liability ☐ Passenger Liability for manned aircraft (Limit \$1M per seat) ☐ Airport Liability	
☐ OTHER REQUIRED COVERAGE: _____	

* Where Tenant operates watercraft

Date Reviewed: 2/25/2026

By: Marie Gutierrez for:
Risk Manager

RM Staff: GS

EXHIBIT L

Equipment Type	Alternate Asset Number	Asset/Serial Number	Make	Model	Manufacture Year	Engine Equipment Type	Engine Make	Engine Model	Year	Kilowatt/ HP
Top Handler	TH27	35102	TAYLOR	TXC	2008	Diesel	Cummins	QSM11-335	2008	250 kW/ 335 hp
Top Handler	TH28	35104	TAYLOR	TXC	2008	Diesel	Cummins	QSM11-335	2008	250 kW/ 335 hp
Top Handler	TH29	35449	TAYLOR	TXC	2008	Diesel	Cummins	QSM11-335	2008	250 kW/ 335 hp
Top Handler	TH30	35450	TAYLOR	TXC	2008	Diesel	Cummins	QSM11-335	2008	250 kW/ 335 hp
Top Handler	TH31	35600	TAYLOR	TXC	2008	Diesel	Cummins	QSM11-335	2008	250 kW/ 335 hp
Top Handler	TH32	35601	TAYLOR	TXC	2008	Diesel	Cummins	QSM11-335	2008	250 kW/ 335 hp
Top Handler	TH33	37374	TAYLOR	TALC	2011	Diesel	Volvo Penta	TAD1360VE	2011	255 kW/ 343 hp
Top Handler	TH34	37375	TAYLOR	TALC	2011	Diesel	Volvo Penta	TAD1360VE	2011	255 kW/ 343 hp
Top Handler	TH35	37523	TAYLOR	TALC	2012	Diesel	Volvo Penta	TAD1360VE	2012	255 kW/ 343 hp
Top Handler	TH36	37759	TAYLOR	TALC	2012	Diesel	Volvo Penta	TAD1360VE	2012	255 kW/ 343 hp
Top Handler	TH37	38408	TAYLOR	TALC	2013	Diesel	Volvo Penta	TAD1360VE	2013	255 kW/ 343 hp
Top Handler	TH38	38585	TAYLOR	TALC	2013	Diesel	Volvo Penta	TAD1360VE	2013	255 kW/ 343 hp
Top Handler	TH39	38587	TAYLOR	TALC	2013	Diesel	Volvo Penta	TAD1360VE	2013	255 kW/ 343 hp
Top Handler	TH40	38588	TAYLOR	TALC	2013	Diesel	Volvo Penta	TAD1360VE	2013	255 kW/ 343 hp
Top Handler	TH41	38589	TAYLOR	TALC	2013	Diesel	Volvo Penta	TAD1360VE	2013	255 kW/ 343 hp
Top Handler	TH42	38590	TAYLOR	TALC	2013	Diesel	Volvo Penta	TAD1360VE	2013	255 kW/ 343 hp
Top Handler	TH43	38591	TAYLOR	TALC	2013	Diesel	Volvo Penta	TAD1360VE	2013	255 kW/ 343 hp
Top Handler	TH44	40157	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH45	40158	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH46	40159	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH47	40159	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH48	40160	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH49	40163	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH50	40161	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH51	40162	TAYLOR	XLC	2015	Diesel	Volvo Penta	TAD1371-75VE	2015	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH52	48553	TAYLOR	XLC	2014	Diesel	Volvo Penta	TAD1371-75VE	2014	285 kW-405 kW, 382 hp - 543 hp
Top Handler	TH53	48152	TAYLOR	ZLC	2024	(Battery)	n/a	n/a	2024	n/a
Top Handler	TH54	47866	TAYLOR	ZLC	2024	(Battery)	n/a	n/a	2024	n/a
Top Handler	TH55	49140	TAYLOR	ZLC	2024	(Battery)	n/a	n/a	2024	n/a
Top Handler	TH56	49141	TAYLOR	ZLC	2024	(Battery)	n/a	n/a	2024	n/a
Top Handler	TH57	49142	TAYLOR	ZLC	2024	(Battery)	n/a	n/a	2024	n/a
Top Handler	TH58	50150	TAYLOR	ZLC	2024	(Battery)	n/a	n/a	2024	n/a
Top Handler	TH59	50151	TAYLOR	ZLC	2025	(Battery)	n/a	n/a	2025	n/a
Top Handler	TH60	50152	TAYLOR	ZLC	2025	(Battery)	n/a	n/a	2025	n/a
Top Handler	TH61	59842	TAYLOR	ZLC	2026	(Battery)	n/a	n/a	2026	n/a
Top Handler	TH62	54130	TAYLOR	ZLC	2026	(Battery)	n/a	n/a	2026	n/a
Top Handler	TH63	54131	TAYLOR	ZLC	2026	(Battery)	n/a	n/a	2026	n/a
Top Handler	TH64	54132	TAYLOR	ZLC	2026	(Battery)	n/a	n/a	2026	n/a
UTR	H186	318845	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H189	318848	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H191	318850	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H192	318851	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H195	318854	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H196	318855	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H199	318858	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H200	318859	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H201	318860	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H202	318861	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H203	318862	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H207	318866	OTTAWA	442 Off-Road Terminal Tractor	2007	Diesel	Cummins	ISB-07-240	2007	179 kW/ 240 HP
UTR	H208	322338	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H209	322339	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H211	322341	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H213	322343	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H216	322346	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H218	322348	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H219	322349	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H220	322350	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H221	322351	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H223	322352	OTTAWA	442 Off-Road Terminal Tractor	2008	Diesel	Cummins	ISB-07-240	2008	179 kW/ 240 HP
UTR	H225	0-23918	CAPACITY	TI5000	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW/ 240 HP
UTR	H226	0-23919	CAPACITY	TI5001	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW/ 240 HP
UTR	H228	0-23920	CAPACITY	TI5002	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW/ 240 HP
UTR	H229	0-23921	CAPACITY	TI5003	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW/ 240 HP
UTR	H230	0-23922	CAPACITY	TI5004	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW/ 240 HP
UTR	H231	0-23923	CAPACITY	TI5005	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW/ 240 HP
UTR	H232	0-23924	CAPACITY	TI5006	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW/ 240 HP

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UTR	H232	0-23927	CAPACITY	T15007	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H233	0-23928	CAPACITY	T15008	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H234	0-23929	CAPACITY	T15009	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H235	0-23930	CAPACITY	T15010	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H236	0-23931	CAPACITY	T15011	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H237	0-23932	CAPACITY	T15012	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H238	0-23933	CAPACITY	T15013	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H239	0-23934	CAPACITY	T15014	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H240	0-23935	CAPACITY	T15015	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H241	0-23936	CAPACITY	T15016	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H242	0-23937	CAPACITY	T15017	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H243	0-23938	CAPACITY	T15018	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H244	0-23939	CAPACITY	T15019	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H245	0-23940	CAPACITY	T15020	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H246	0-23941	CAPACITY	T15021	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H247	0-23942	CAPACITY	T15022	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H248	0-24147	CAPACITY	T15023	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H250	0-24148	CAPACITY	T15024	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H251	0-24149	CAPACITY	T15025	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H252	0-24150	CAPACITY	T15026	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H253	0-24151	CAPACITY	T15027	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H254	0-24152	CAPACITY	T15028	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H255	0-24153	CAPACITY	T15029	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H257	0-24160	CAPACITY	T15030	2012	Diesel	Cummins	ISB-6.7 240	2012	179 kW / 240 HP
UTR	H258	324159	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H259	324167	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H260	324166	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H261	324168	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H263	324143	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H264	324141	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H265	324145	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H267	327289	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H268	327296	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H269	327288	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H271	327283	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H272	327280	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H273	327303	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H275	327292	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H276	327299	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H277	327295	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H278	327298	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H279	327282	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H280	327284	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H281	327292	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H282	327299	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H283	327305	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H284	327300	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H285	327301	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H286	327281	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H288	327285	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H289	327304	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H291	327286	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H292	327297	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H293	327291	OTAWA	422 Off-Road Terminal Tractor	2014	Diesel	Cummins	ISB-6.7 200	2014	149 kW / 200 HP
UTR	H294	324252	OTAWA	422 Off-Road Terminal Tractor	2015	Diesel	Cummins	QSB-6.7 200	2015	149 kW / 200 HP
UTR	H295	324253	OTAWA	422 Off-Road Terminal Tractor	2015	Diesel	Cummins	QSB-6.7 200	2015	149 kW / 200 HP
UTR	H297	324255	OTAWA	422 Off-Road Terminal Tractor	2015	Diesel	Cummins	QSB-6.7 200	2015	149 kW / 200 HP
UTR	H298	324258	OTAWA	422 Off-Road Terminal Tractor	2015	Diesel	Cummins	QSB-6.7 200	2015	149 kW / 200 HP
UTR	H299	324256	OTAWA	422 Off-Road Terminal Tractor	2015	Diesel	Cummins	QSB-6.7 200	2015	149 kW / 200 HP
UTR	H300	324249	OTAWA	422 Off-Road Terminal Tractor	2015	Diesel	Cummins	QSB-6.7 200	2015	149 kW / 200 HP
UTR	H301	324253	OTAWA	422 Off-Road Terminal Tractor	2015	Diesel	Cummins	QSB-6.7 200	2015	149 kW / 200 HP
UTR	H304	516G4G5E1K1227848	Autocar	ACTT 422 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H305	5VAG6L31PH242332	Autocar	ACTT 422 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H306	5VAG6L31PH242333	Autocar	ACTT 422 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H307	5VAG6L31PH242339	Autocar	ACTT 422 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H308	5VAG6L31PH242334	Autocar	ACTT 422 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H309	5VAG6L31PH242341	Autocar	ACTT 422 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H310	5VAG6L31PH242335	Autocar	ACTT 422 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP

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UTR	H312	5V4G4L319PHZ42337	Autocar	ACTI 4x2 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H313	5V4G4L310PHZ42340	Autocar	ACTI 4x2 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H314	5V4G4L312PHZ42336	Autocar	ACTI 4x2 Off-Road	2023	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
UTR	H315	42901	CAPACITY	T15000	2024	Diesel	Cummins	QSB-6.7 200	2024	149 kW / 200 HP
UTR	H316	42902	CAPACITY	T15001	2024	Diesel	Cummins	QSB-6.7 200	2024	149 kW / 200 HP
UTR	H318	42904	CAPACITY	T15002	2024	Diesel	Cummins	QSB-6.7 200	2024	149 kW / 200 HP
UTR	H319	1TTYT223JRC738264	TERBERG	Y7223	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H320	1TTYT223JSC740960	TERBERG	Y7224	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H321	1TTYT223HRC733801	TERBERG	Y7225	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H322	1TTYT223JSC740956	TERBERG	Y7226	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H323	1TTYT223JSC740955	TERBERG	Y7227	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H324	1TTYT223JRC738258	TERBERG	Y7228	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H325	1TTYT223JSC740128	TERBERG	Y7229	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H326	1TTYT223JSC740954	TERBERG	Y7230	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H327	1TTYT223JSC740127	TERBERG	Y7231	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H328	1TTYT223JSC740961	TERBERG	Y7232	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H329	1TTYT223JRC738252	TERBERG	Y7233	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H330	1TTYT223JSC741157	TERBERG	Y7234	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H331	1TTYT223JSC740959	TERBERG	Y7235	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H332	1TTYT223JSC740957	TERBERG	Y7236	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H333	1TTYT223JSC740162	TERBERG	Y7237	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H334	1TTYT223JSC740161	TERBERG	Y7238	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H335	1TTYT223JSC740958	TERBERG	Y7239	2025	Diesel	Cummins	QSB-6.7 200	2025	149 kW / 200 HP
UTR	H336	7XCN8CAB87R015350	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H337	7XCN8CAB87R015351	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H338	7XCN8CAB87R015352	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H339	7XCN8CAB87R015353	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H340	7XCN8CAB87R015354	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H341	7XCN8CAB87R015355	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H342	7XCN8CAB87R015356	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H343	7XCN8CAB87R015357	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H344	7XCN8CAB87R015358	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H345	7XCN8CAB87R015359	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H346	7XCN8CAB87R015360	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H347	7XCN8CAB87R015361	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H348	7XCN8CAB87R015362	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H349	7XCN8CAB87R015363	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H350	7XCN8CAB87R015364	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H351	7XCN8CAB87R015365	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H352	7XCN8CAB87R015366	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H353	7XCN8CAB87R015367	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H354	7XCN8CAB87R015368	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H355	7XCN8CAB87R015369	TICO	Pro-Spotter Off-Highway	2026	Diesel	Cummins	QSB-6.7 200	2026	149 kW / 200 HP
UTR	H356	3262052	MAFI	T 230e	2026	EV	n/a	EV	2026	n/a
UTR	H357		TICO	Pro-Spotter Electric	2026	EV	n/a	EV	2026	n/a
RTG	TT-015	2463	Mitsui/Paceco	RT-4020-8-I-5	2001	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-016	2464	Mitsui/Paceco	RT-4020-8-I-5	2001	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-018	2466	Mitsui/Paceco	RT-4020-8-I-5	2001	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-019	2527	Mitsui/Paceco	RT-4020-8-I-5	2002	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-020	2528	Mitsui/Paceco	RT-4020-8-I-5	2002	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-021	2529	Mitsui/Paceco	RT-4020-8-I-5	2002	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-022	2530	Mitsui/Paceco	RT-4020-8-I-5	2002	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-023	2531	Mitsui/Paceco	RT-4020-8-I-5	2002	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-024	2647	Mitsui/Paceco	RT-4020-8-I-5	2004	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-025	2648	Mitsui/Paceco	RT-4020-8-I-5	2004	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-026	2649	Mitsui/Paceco	RT-4020-8-I-5	2004	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-027	2650	Mitsui/Paceco	RT-4020-8-I-5	2004	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-028	2651	Mitsui/Paceco	RT-4020-8-I-5	2004	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-029	2652	Mitsui/Paceco	RT-4020-8-I-5	2004	Diesel	Cummins	QSB-6.7 200	2023	149 kW / 200 HP
RTG	TT-030		Mitsui/Paceco			Hydrogen FC	Toyota			
STS Crane	CC1	991793	Mitsubishi	Post	1999	Electric	THCIC/GE	TIMEIC/GE DC2000	1999	149 kW / 200 HP
STS Crane	CC2	991794	Mitsubishi	Post	1999	Electric	THCIC/GE	TIMEIC/GE DC2000	1999	149 kW / 200 HP
STS Crane	CC3	1901	Mitsubishi	Post	2002	Electric	THCIC/GE	TIMEIC/GE DC2000	2002	149 kW / 200 HP
STS Crane	CC4	1902	Mitsubishi	Post	2002	Electric	THCIC/GE	TIMEIC/GE DC2000	2002	149 kW / 200 HP
STS Crane	CC5	4596 / 3674	Mitsui/Paceco	Super Post	2018	Electric	Fuji	Fuji VG1	2018	149 kW / 200 HP
STS Crane	CC6	4597 / 3675	Mitsui/Paceco	Super Post	2018	Electric	Fuji	Fuji VG1	2018	149 kW / 200 HP
STS Crane	CC7	3015	Mitsui/Paceco	Super Post	2009	Electric	Fuji	Fuji VG7	2009	149 kW / 200 HP

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STS Crane	CC8	3016	Mitsui/Paceco	Super Post	2009	Electric	Fuji	Fuji VG7	2009
STS Crane	CC9	3017	Mitsui/Paceco	Super Post	2009	Electric	Fuji	Fuji VG7	2009
STS Crane	CC10	3018	Mitsui/Paceco	Super Post	2009	Electric	Fuji	Fuji VG7	2009
Forklift	F20	28776	Host	P800C48	2007	Diesel	CUMMINS	QSB3.3L	2007
Forklift	F21	UG1F2-910527	Nissan	MUG1F2A30LV	2008		Nissan	NISSAN 2.5L	2008
Forklift	F22	UG1F2-910526	Nissan	MUG1F2A30LV	2008		Nissan	NISSAN 2.5L	2008
Forklift	F23	UG1F2-910526	Nissan	F04B40V	2007		Nissan	Nissan T&E	2007
Forklift	F24	AN28C10251	Nissan	85G-21	2008	EV	ELECTRIC	ELECTRIC	2008
Forklift	F25	CPG1B2-000385	Host	P400	2008	Diesel	CUMMINS	QSB6.7 2008	2008
Forklift	F26	28988	Host	P400	2008	Diesel	CUMMINS	QSB6.7 2008	2008
Forklift	F27	70502	Toyota	ZFGU45	2008		Verbac	V6	2008
Forklift	F28	70535	Toyota	ZFGU45	2008		Verbac	V6	2008
Forklift	F29	70285	Toyota	ZFGU70	2008		Verbac	V6	2008
Forklift	F30	AF29D60175	Mitsubishi	FG60CN	2012		Nissan	TE44G	2012
Forklift	F32	AT13F20602	Caterpillar	P800LP	2008	Diesel	CAT	2.6L	2008
Forklift	F33	AT13F20603	Caterpillar	P800LP	2008	Diesel	CAT	2.6L	2008
Forklift	F34	37366	Taylor	TX-360M	2012		CUMMINS	QSB 6.7 2012	2012
Forklift	F35	40222	Taylor	TX-360M	2015		CUMMINS	QSB 6.7 2015	2015
Forklift	F36	40222	Taylor	TX-360M	2015		CUMMINS	QSB 6.7 2015	2015
Forklift	F37	40224	Taylor	TX-360M	2015		CUMMINS	QSB 6.7 2015	2015
Forklift	F38	HIKHEZ180000074	Hyundai	80D-9	2017		Cummins	QSF 3.3	2017
Forklift	F39	XGT811L-0051-10031XF	Taylor	GT110L	2019		PSI	PSI 4.3P	2019
Forklift	F40	XGT811L-0050-10031XF	Taylor	GT110L	2019		PSI	PSI 4.3P	2019
Forklift	E301	50262 / 905-041335	Toyota	5F6CJ5	1996	ELECTRIC	ELECTRIC	ELECTRIC	1996
Forklift	F41	05-8FBN501-10108	Toyota	05-8FBN50T	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F42	05-8FBN501-10110	Toyota	05-8FBN50T	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F43	05-8FBN501-10111	Toyota	05-8FBN50T	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F44	05-8FBN501-10112	Toyota	05-8FBN50T	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F45	05-8FBN501-10113	Toyota	05-8FBN50T	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F46	05-8FBN501-10114	Toyota	05-8FBN50T	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F47	05-8FBN35T-10019	Toyota	05-8FBN35T	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F48	SMK 53816	Taylor	Z1-360L	2025	ELECTRIC	ELECTRIC	ELECTRIC	2025
Forklift	F49	SMK 53817	Taylor	Z1-360L	2026	ELECTRIC	ELECTRIC	ELECTRIC	2026