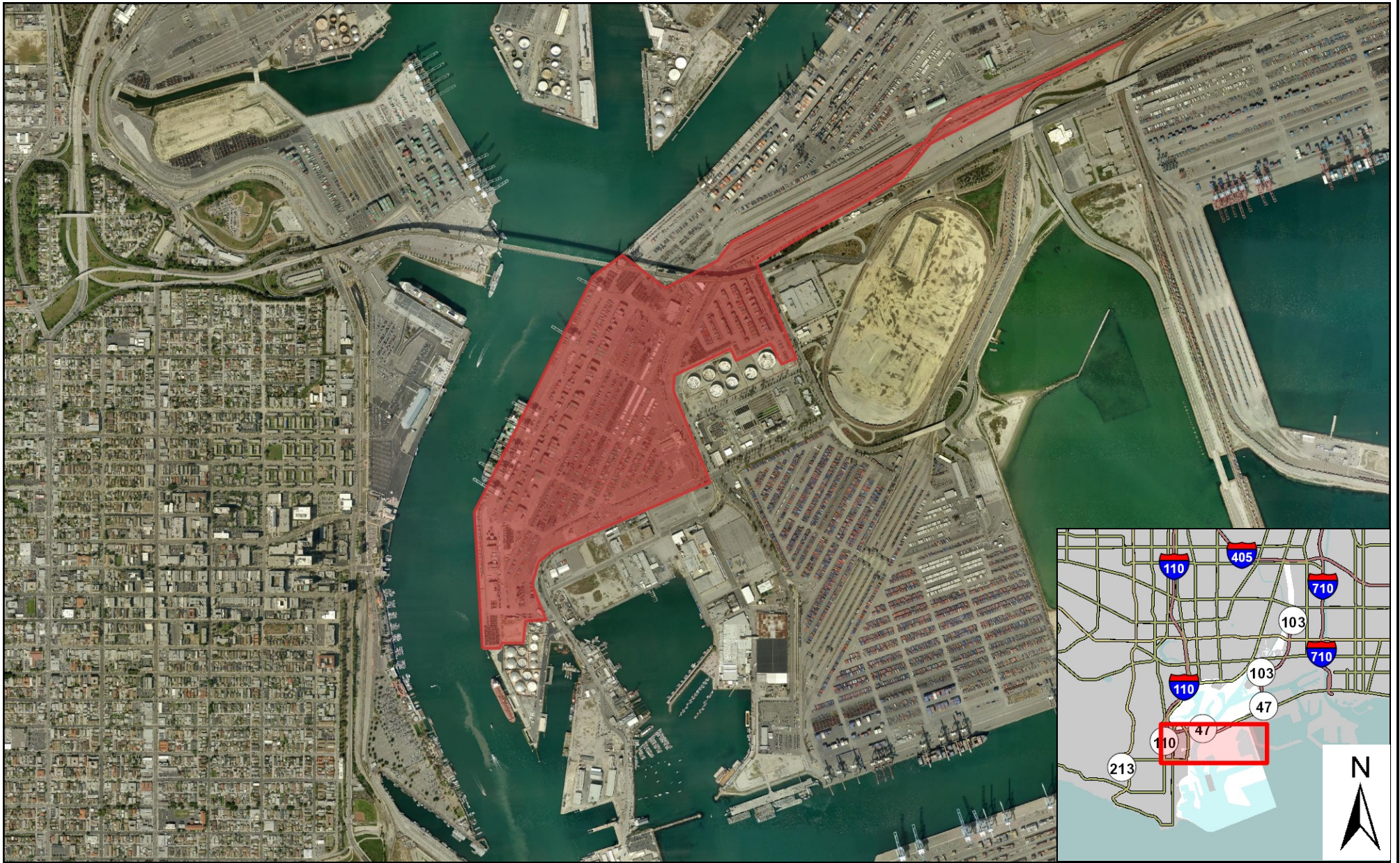


Evergreen Premises



Transmittal No. 1

SCALE 1: 24,119

0 6,030 Feet

Harbor Department
Real Estate Division
Map Produced 06/2014



Everport Terminal
Permit No. 888
Current vs. Proposed 5th Amendment
TEU/ACRE RATE SCHEDULE

I) Sliding Scale	Efficiency Bracket *		Current	Proposed
			Rate per TEU	Rate per TEU
	0	2699	\$ 65.84	\$ 65.84
	2700	2799	\$ 64.25	\$ 64.25
	2800	2899	\$ 62.82	\$ 62.82
	2900	2999	\$ 61.47	\$ 61.47
	3000	3099	\$ 60.18	\$ 60.18
	3100	3199	\$ 59.01	\$ 59.01
	3200	3299	\$ 57.90	\$ 57.90
	3300	3399	\$ 56.85	\$ 56.85
	3400	3499	\$ 55.89	\$ 55.89
	3500	3599	\$ 54.94	\$ 54.94
	3600	3699	\$ 54.05	\$ 54.05
	3700	3799	\$ 53.21	\$ 53.21
	3800	3899	\$ 52.41	\$ 52.41
	3900	3999	\$ 51.68	\$ 51.68
	4000	4099	\$ 50.95	\$ 50.95
	4100	4199	\$ 50.28	\$ 50.28
	4200	4299	\$ 49.65	\$ 49.65
	4300	4399	\$ 49.01	\$ 49.01
	4400	4499	\$ 48.44	\$ 48.44
	4500	4599	\$ 47.90	\$ 47.90
	4600	4699	\$ 47.34	\$ 47.34
	4700	4799	\$ 46.81	\$ 46.81
	4800	4899	\$ 46.32	\$ 46.32
	4900	4999	\$ 45.87	\$ 45.87

II) MAG PER ACRE **2,612 TEUs**

III) INCREMENTAL TEUs applicable to each steps				
	5000	5999	\$ 38.04	\$ 35.32
	6000	6999	\$ 30.42	\$ 28.26
	7000	7999	\$ 30.42	\$ 18.00
	8000	8999	\$ 30.42	\$ 7.50
	9000	+	\$ 30.42	\$ 5.00

Total TEU charges include the charges derived from the efficiency bracket rate plus charges for Incremental TEUs. All rates apply to compensation year and are subject to changes as described in Section 4 of the Permit No. 888.

* Range expressed in TEUs per Acre.

FIFTH AMENDMENT TO
PERMIT NO. 888
EVERPORT TERMINAL SERVICES, INC.

Permit No. 888, as amended, between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Harbor Commissioners ("City"), and EVERPORT TERMINAL SERVICES, INC. ("Tenant"), is hereby amended a fifth time as follows:

WHEREAS, City issued the Agreement to Tenant in 1998 and afterwards approved four amendments thereof, which amendments are included in the defined term "Agreement;"

WHEREAS, the Agreement defines in Section 2 the Premises in connection with which Tenant may undertake the uses permitted in Section 3 which, in turn, give rise to compensation obligations in Section 4;

WHEREAS, during the term of the Agreement, Tenant's parent, Evergreen Marine Corporation (Taiwan), Ltd. ("Evergreen") will determine the routing to and within the San Pedro Bay of certain vessels which Evergreen either (a) operates itself, or (b) controls through its participation in asset-sharing arrangements or container services (including but not limited to container services operating under "joint services agreements" as that term is defined in 46 C.F.R. § 535.104(o)(1)) with vessel operators other than the tenants (and parents or affiliates of the tenants) that load or unload containers at their premises identified in Permit Nos. 827, 999, 733, 603, 881, 787 and 692 issued by City, or successors thereto, (collectively, "Evergreen-Controlled Vessels");

WHEREAS, certain Evergreen-Controlled Vessels because of their size would, as of the effective date of this Fifth Amendment, be inhibited from calling at the Premises' berth(s) because of physical and operational characteristics thereat;

WHEREAS, notwithstanding the provisions of Sections 2, 3 and 4 and the existence of the berthing inhibitions discussed above, Tenant and City desire: (a) to increase the flexibility existing in the Agreement to accommodate all Evergreen-Controlled Vessels within the Harbor District (as that term is defined in Section 651(a) of City's Charter); and (b) to institute a revised per-TEU rate schedule which will apply to TEUs handled at the Premises and, under conditions specified herein, to TEUs loaded onto or unloaded from Evergreen-Controlled Vessels which may call at facilities within the Harbor District other than the Premises.

NOW, THEREFORE, City and Tenant agree as follows:

1. Defined Terms, References. Terms defined in the Agreement shall have the same meanings herein. References herein to "Sections" shall be to sections of the Agreement, unless otherwise stated.

2. Exhibit "F." The Exhibit "F" TEU/Acre Rate Schedule applicable and operative immediately prior to the effective date of this Agreement, which is attached

TRANSMITTAL 3

JA 

hereto as Attachment 1, hereby is superseded and replaced by the Exhibit "F" TEU/Acre Rate Schedule attached hereto as Attachment 2. Such Attachment 2 shall be implemented to determine compensation obligations under Section 4 of the Agreement from June 11, 2014 until it is superseded and replaced pursuant to Section 4(g)(2)(A) of the Agreement.

3. Evergreen-Controlled Vessels. Notwithstanding the provisions of Sections 2, 3 and 4, commencing as of June 11, 2014, TEUs loaded onto or unloaded from Evergreen-Controlled Vessels that call at facilities in the Harbor District other than the Premises may apply in determining the applicable efficiency bracket in the Exhibit "F" TEU/Acre Rate Schedule (pursuant to Section 4(c)) (but shall not contribute toward meeting Tenant's MAG pursuant to Section 4(d) as follows:

- a. Not fewer than thirty (30) days before the subject Evergreen-Controlled Vessel's scheduled arrival in the San Pedro Bay, Tenant shall request in a writing directed to Executive Director that TEUs loaded onto or unloaded from such vessel to apply in determining the applicable efficiency bracket in the Exhibit "F" TEU/Acre Rate Schedule (but shall not contribute toward meeting Tenant's MAG), which written request shall: (i) provide the name of the subject Evergreen-Controlled Vessel; (ii) identify the facility within the Harbor District other than the Premises at which Tenant proposes the subject Evergreen-Controlled Vessel call; and (iii) provide a detailed explanation of the reasons the Premises' berth(s) cannot accommodate the subject Evergreen-Controlled Vessel; provided that Evergreen-Controlled Vessels that call within the Harbor District between June 11, 2014 and the effective date of this Fifth Amendment are excused from the thirty (30) day notice requirement above, only. Notwithstanding the foregoing, in the event of an unscheduled re-routing of an Evergreen-Controlled Vessel to the Harbor District, Tenant may tender the foregoing written request as soon as reasonably practicable following such unscheduled re-routing. In submitting any such requests, Tenant covenants to provide information and documents reasonably requested by Executive Director to substantiate such requests.
- b. Within thirty (30) days following its receipt of a written request from Tenant in compliance with the provisions set forth in Section 3(a) of this Fifth Amendment, Executive Director in his or her sole reasonable discretion shall grant or deny such request in writing by stating whether TEUs loaded or unloaded from the identified Evergreen-Controlled Vessel shall apply in determining the applicable efficiency bracket in the Exhibit "F" TEU/Acre Rate Schedule. Consent to such requests shall not be unreasonably withheld, conditioned or delayed.

4. Replacement of Section 4(h). Section 4(h) is deleted in its entirety and replaced with the following:

(h) Annual Payment Adjustments. Upon completion of each compensation year, City shall determine Tenant's actual TEUs per acre efficiency during the compensation year just completed. City shall then issue an invoice or credit to Tenant for the difference, if any, in the

amount paid by Tenant during the compensation year immediately past and the adjusted amount due and payable to City for such compensation year. A sample illustration of the manner in which compensation is intended to be calculated following the effective date of this Fifth Amendment is attached hereto as Exhibit F-1. City shall exercise diligence to issue such invoice within sixty (60) days following the end of such compensation year or as soon thereafter as reasonably practicable. Within thirty (30) days after issuance of City's invoice, Tenant shall remit to City the full amount invoiced (unless a credit invoice is issued). The same efficiency bracket shall apply for the new compensation year, in accordance with subsection (g) of this Section 4.

5. Effective Date of Fifth Amendment. The effective date of this Fifth Amendment shall be upon execution by the Executive Director and Board Secretary after approval of the City Council of the Resolution approving this Amendment.

6. No Changes Except as Stated Herein. Except as expressly amended herein, all remaining terms and conditions of the Agreement, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment to Permit No. 888 on the date to the left of their signatures.

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

Dated: _____

By _____
Executive Director

Attest _____
Board Secretary

EVERPORT TERMINAL SERVICES, INC.

Dated: _____

By [Signature]
STEVE WANG, Executive V.P.
(Type/Print Name and Title)

Attest [Signature]
JASON HSU, DSVp
(Type/Print Name and Title)

APPROVED AS TO FORM AND LEGALITY

_____, 2014
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By _____
Steven Y. Otera, Deputy

EVERGREEN MARINE CORPORATION				EXHIBIT F
PERMIT NO. 888				
TEU/ACRE RATE SCHEDULE				
		1997		
	<i>Efficiency</i>	<i>Rate per</i>		
	<i>Bracket *</i>	<i>TEU</i>		
I) SLIDING SCALE -				
	2600-2699	\$	43.27	
	2700-2799		42.25	
	2800-2899		41.29	
	2900-2999		40.40	
	3000-3099		39.57	
	3100-3199		38.79	
	3200-3299		38.05	
	3300-3399		37.37	
	3400-3499		36.72	
	3500-3599		36.11	
	3600-3699		35.53	
	3700-3799		34.98	
	3800-3899		34.46	
	3900-3999		33.97	
	4000-4099		33.50	
	4100-4199		33.05	
	4200-4299		32.63	
	4300-4399		32.22	
	4400-4499		31.84	
	4500-4599		31.47	
	4600-4699		31.11	
	4700-4799		30.77	
	4800-4899		30.45	
	4900-4999		30.14	
II) MAG PER ACRE -				2,612 TEUs
III) INCREMENTAL TEUS				
- TEUs in excess of 4,999 TEUs per acre, but below 6,000 TEUs per acre,				
will be subject to a TEU rate of \$25.00 per TEU				
- TEUs in excess of 6,000 TEUs per acre will be subject to a TEU rate				
of \$20.00 per TEU				
- Total TEU charges include the charges derived from the efficiency bracket rate				
plus charges for Incremental TEUs. All rates apply to compensation year 1997 only				
and are subject to changes as described in Section 4.				
✓ * Range expressed in TEUs per Acre.				

6/28/97

EXHIBIT F EMCFG.XLS

Everport Terminal
 Permit No. 888 - Fifth Amendment
TEU/ACRE RATE SCHEDULE

Exhibit F
 Revised June 2014

	Efficiency Bracket *		June 2014
			Rate per TEU
I) Sliding Scale	0	2699	\$ 65.84
	2700	2799	\$ 64.25
	2800	2899	\$ 62.82
	2900	2999	\$ 61.47
	3000	3099	\$ 60.18
	3100	3199	\$ 59.01
	3200	3299	\$ 57.90
	3300	3399	\$ 56.85
	3400	3499	\$ 55.89
	3500	3599	\$ 54.94
	3600	3699	\$ 54.05
	3700	3799	\$ 53.21
	3800	3899	\$ 52.41
	3900	3999	\$ 51.68
	4000	4099	\$ 50.95
	4100	4199	\$ 50.28
	4200	4299	\$ 49.65
	4300	4399	\$ 49.01
	4400	4499	\$ 48.44
	4500	4599	\$ 47.90
4600	4699	\$ 47.34	
4700	4799	\$ 46.81	
4800	4899	\$ 46.32	
4900	4999	\$ 45.87	

II) MAG PER ACRE **2612 TEUs**

III) INCREMENTAL TEUs applicable to each steps			
5000	5999	\$	35.32
6000	6999	\$	28.26
7000	7999	\$	18.00
8000	8999	\$	7.50
9000	+	\$	5.00

Total TEU charges include the charges derived from the efficiency bracket rate plus charges for Incremental TEUs. All rates apply to compensation year 2014 only and are subject to changes as described in Section 4.

* Range expressed in TEUs per Acre.

**Illustration Of Amendment #5 Everport Rate
Calculations And Inclusion Of TEUS Moved By
Authorized Vessels Through Other POLA Terminals**

Everport Terminal Compensation Review		
Hypothetical End Of Compensation Year Under <u>Proposed Terms</u>		
Step #1: Calculate Compensation As If All TEUs Handled At Berths 226-236		
TEUs Through Everport Terminal		900,000
Percent Everport Terminal Empty		22%
Empty TEUs In Excess Of 20%		18,000
TEUs On Authorized Vessels At Other Terminals		300,000
Percent Authorized At Other Terminals Empty		25%
Empty TEUs In Excess Of 20%		15,000
TEUs Subject To Empty Discount		33,000
Efficiency TEUs		1,167,000
Efficiency Acres		158.10
Efficiency Per Acre		7,381.40
Efficiency TEUs By Category (Ex Discounted Mtys):		
Efficiency Level:	4,999	790,341.90
Lookup Rate:		\$ 45.87
Revenue:		\$ 36,252,982.95
5,000 - 5,999		158,100.00
Rate:		\$ 35.32
Revenue:		\$ 5,584,092.00
6,000 - 6,999		158,100.00
Rate:		\$ 28.26
Revenue:		\$ 4,467,906.00
7,000 - 7,999		60,458.10
Rate:		\$ 18.00
Revenue:		\$ 1,088,245.80
8,000 - 8,999		-
Rate:		\$ 7.50
Revenue:		\$ -
9,000 - +		-
Rate:		\$ 5.00
Revenue:		\$ -
Total Efficiency TEUs		1,167,000.00
Total Efficiency Revenue		\$ 47,393,226.75
Revenue/TEU		\$ 40.61
Above Rate Rounded 2 Places		

Step #2: Apply Preceding Revenue Per TEU To TEUs Actually Handled At Berths 226-236		
TEUs Through Everport Terminal		900,000
Empty TEUs In Excess Of 20%		18,000
Efficiency TEUs		882,000
Rate Previously Calculated		\$ 40.61
Total Efficiency Revenue		\$ 35,818,020.00
Empty TEUs Subject To Discount		18,000
Revenue/Discounted MTY TEU		\$ 9.33
Revenue From Discounted Empty TEUs		\$ 167,940.00
Total TEU Revenue		\$ 35,985,960.00
Transferred Merchandise Discount		
Average Revenue/Full TEU:		\$ 40.61
Everport Terminal Transship Full TEUs		35.25
Discount On Transship Full TEUs		\$ (715.75)
Average Revenue/Empty TEU:		\$ 37.77
Everport Terminal Transship Empty TEUs		12,737.00
Discount On Transship Mty TEUs		\$ (240,515.09)
Final TEU Everport Terminal TEU Revenue		\$ 35,744,729.16