

ORDER NO. \_\_\_\_\_

An Order of the Board of Harbor Commissioners ("Board) of the City of Los Angeles ("City") adjusting compensation to be paid by CROWLEY MARINE SERVICES, INC. ("Tenant"), pursuant to Permit No. 718, as modified and amended ("Agreement"), for the five-year period commencing on November 24, 2016, and ending on November 23, 2021 and for the five-year period commencing on November 24, 2021 and ending on November 23, 2026.

WHEREAS, City granted the Agreement to Wilmington Transportation Company pursuant to Board of Harbor Commissioner's Order No. 6458; and

WHEREAS, the Agreement was assigned from Wilmington Transportation Company to Tenant pursuant to Board of Harbor Commissioner's Order No. 6684; and

WHEREAS, the Agreement grants Tenant the right to use certain premises for the construction, operation, and maintenance of an office building, shop facility, warehouse, and parking lot to be used in connection with a tugboat and barge service under the terms and conditions described in the Agreement; and

WHEREAS, Section 4, subsection (i), of the Agreement provides for a readjustment of compensation to be paid by Tenant to the Board each successive five-year period; and

WHEREAS, City and Tenant have agreed upon the readjustment of compensation to be paid by Tenant to the Board for the five-year period commencing on November 24, 2016, and ending November 23, 2021 and for the five-year period commencing on November 24, 2021 and ending on November 23, 2026;

NOW, THEREFORE, IT IS HEREBY ORDERED by City's Board of Harbor Commissioners as follows:

Section 1. For the five-year period commencing on November 24, 2016, and ending on November 23, 2021, the compensation paid by Tenant to City for Parcel No. 1 shall be Nine Thousand Eight Hundred Eighty Five Dollars (\$9,885.00) per month.

Section 2. For the five-year period commencing on November 24, 2021, and ending on November 23, 2026, the compensation paid by Tenant to City for Parcel No. 1 shall be Sixteen Thousand Three Hundred Sixty-Four Dollars and Sixty Four Cents (\$16,364.64) per month.

Section 3. Provided Permit No. 718 is not sooner terminated, effective July 1<sup>st</sup> of the year following the date of this Order (which date and subsequent anniversaries shall be referred to individually as the "Adjustment Date"), and annually thereafter, the compensation paid by Tenant to City for Parcel No. 1 will be adjusted as of July 1 automatically without further notice to reflect the percentage increase (but not any decrease), if any, in the 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 ("CPI"), or successor index selected by Executive Director in his or her sole reasonable discretion. Such adjusted amount of compensation shall be equal to the product obtained by multiplying the compensation amount in effect on the Adjustment Date by a fraction, the numerator of which is the May CPI index on the Adjustment Date and the denominator of which for the first adjustment is the May CPI Index for the calendar year in which the date of this Order occurs, and for all subsequent adjustments through the tenancy is the May CPI index of the prior Adjustment Date.

The formula illustrating the adjustment computation is as follows:

$$\text{Adjusted Compensation} = \text{Compensation as of Adjustment Date} \times \frac{\text{May CPI Index of Adjustment Date}}{\text{May CPI Index of date of this Order or Prior Adjustment Date}}$$

Section 4. Tenant shall continue to pay all tolls and charges incurred pursuant to Port of Los Angeles Tariff No. 4 for Parcel No. 2.

Section 5. All the terms and conditions of the Agreement not inconsistent with the terms of this Order shall be and remain in full force and effect.

Section 6. The Board Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting of \_\_\_\_\_.

By \_\_\_\_\_  
AMBER M. KLESGES  
Board Secretary


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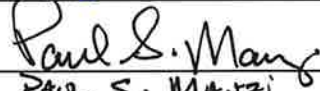
CROWLEY MARINE SERVICES, INC. hereby consents to the foregoing adjustment of compensation and agrees to pay to the Board of Harbor Commissioners of the City of Los Angeles the amount set forth therein during the five-year period of the term of Permit No. 718 commencing on November 24, 2016, and ending on November 23, 2021 and for the five-year period commencing on November 24, 2021 and ending on November 23, 2026.

CROWLEY MARINE SERVICES, INC.

Dated: 9/11/2023

By   
Name: Daniel L. Warner  
Title: CFO

Dated: 9/18/2023

By   
Name: PAUL S. MANZI  
Title: VP - GM CROWLEY MARINE SVC

APPROVED AS TO FORM AND LEGALITY

November 16, 2023  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel

By   
JANET KARKANEN, Deputy