

FOURTH AMENDMENT TO  
PERMIT NO. 881  
TRAPAC, LLC

WHEREAS, Section 5.4.4 of Permit No. 881, as amended, between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Harbor Commissioners (“City”), and TRAPAC, LLC (“Tenant”), requires compensation under Section 5 of the Agreement to be adjusted on every fifth anniversary of the Effective Date, which Effective Date is September 29, 2009;

WHEREAS, the Parties now intend to change the manner in which compensation has been charged, paid and adjusted during the Post-Project Delivery Period, as defined in the Agreement, which new manner shall commence as of September 29, 2019: by ending the application of the specific requirements set forth in Section 5.4 and creating new requirements set forth in Section 5.6 created by this Fourth Amendment; by revising certain other provisions of Section 5 as required by implementation of Section 5.6; and by continuing to maintain the application of general requirements elsewhere in Section 5;

WHEREAS, by implementation of such Section 5.6, the Parties further intend to adjust the compensation applicable to the Adjusted 5-Year Period running from September 29, 2019 through and including September 28, 2024 in compliance with Section 5.4.4;

NOW, THEREFORE, the Parties agree as follows:

1. **Name Change.** The name of the “Tenant” hereby is changed from TraPac, Inc. to TraPac, LLC. In that regard, Tenant represents and warrants that effective, January 31, 2014, TraPac, Inc. converted to a limited liability corporation pursuant to Section 1158 of the California Corporations Code; that upon such conversion and by operation of law, all the rights and property of TraPac, Inc. prior to the conversion, and all debts, liabilities and obligations of TraPac, Inc. prior to the conversion, were and are vested in and continued as the debts, liabilities and obligations of TraPac, LLC, as legal successor; that for certain revenue and taxation purposes not applicable to City, the entity following the conversion is the same entity that existed before the conversion; and that such conversion caused no changes to the Guaranty (as defined in the Agreement) or the obligations of Mitsui O.S.K. Lines, Ltd. thereunder.

2. **Section 2.3, Holdover After Expiration Date.** Section 2.3, Holdover After Expiration Date, hereby is deleted in its entirety and replaced as follows:

**“2.3 Holdover After Expiration Date.** Tenant shall not hold over any part of the Premises after the Expiration Date unless it submits a written request to hold over all or part of the Premises to the Executive Director of City’s Harbor Department (“Executive Director”), and Executive Director thereafter approves such request in writing. Any holdover shall be deemed an extension of this Agreement on a month-to-month basis and on the same

terms and conditions as set forth in this Agreement, except that, if Executive Director, prior to the Expiration Date, has not provided written approval of a written request from Tenant to hold over, the Fourth Amendment MAG, the First Incremental Premises TEU Rates, and the Second Incremental Premises TEU Rates (as defined in Section 5.6) applicable at the commencement of such holdover, at the sole and absolute discretion of Executive Director, may be increased up to one hundred fifty percent (150%) of the Fourth Amendment MAG, the First Incremental Premises TEU Rates, and the Second Incremental Premises TEU Rates last in effect before such holdover commenced. If Executive Director has provided written approval of a written request from Tenant to hold over prior to the Expiration Date, the Fourth Amendment MAG, the First Incremental Premises TEU Rates, and the Second Incremental Premises TEU Rates applicable at the commencement of such holdover shall be the Fourth Amendment MAG, the First Incremental Premises TEU Rates, and the Second Incremental Premises TEU Rates last in effect before such holdover commenced. City and Tenant acknowledge and agree that: (a) this Section 2.3 shall neither be deemed nor treated as a limitation or waiver of any rights or remedies of City provided in this Agreement or at law, an option to extend the Agreement, express or implied commitment to pursue or issue any approvals or entitlements, or express or implied permission for Tenant to remain on the Premises after the Expiration Date; and (b) City expressly reserves the right to require Tenant to surrender possession of the Premises to City as provided in this Agreement on the Expiration Date or sooner termination of this Agreement.”

3. **Section 3.5, Board-Authorized Additions to Premises.** Section 3.5, Board Authorized Additions to Premises” hereby is amended by deleting the reference to “MAG” and replacing it with “applicable Fourth Amendment MAG.” All remaining language of such Section 3.5 shall remain unchanged.
4. **Section 5.1.13,** Section 5.1.13 hereby is deleted in its entirety and replaced as follows:

“5.1.13 The acreage of the Premises in its entirety, as depicted in Exhibit “A-2”, is 219.976 acres.”
5. **Section 5.2, Applicability of Tariff.** Section 5.2, Applicability of Tariff, hereby is deleted in its entirety and replaced as follows.

**“5.2 Applicability of Tariff.**

5.2.1 If, (a) prior to the effective date of the Fourth Amendment and up to and including September 28, 2019, Tenant has paid to City the full amount of TEU Charges and Tariff charges required by Section 5.3.1 and by Section 5.4.1, and (b) on and following September 29, 2019, Tenant pays

to City the full amount of Fourth Amendment MAG, First Incremental Premises TEU Charges, Second Incremental Premises TEU Charges, and Tariff Charges, and each of them, as required by Section 5.6, then it shall be excused from paying to City dockage (Tariff Item 400, et seq.) and wharfage (Tariff Item 500, et seq.) on containerized cargo only, 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 5.2.1. During the term of this Agreement, Tenant shall pay to City One Hundred Thousand Dollars (\$100,000) per year in lieu of actual Tariff charges for both storage (Tariff Item 790) and demurrage (Tariff Item 740). Otherwise, pursuant to Section 3.2, all rates, terms and conditions of the Tariff shall at all times apply to this Agreement, Tenant's use and occupancy of the Premises and Tenant's undertaking of the Permitted Uses."

6. **Section 5.5.4.** Section 5.5.4 hereby is amended by deleting all references to "MAG" and replacing such references with "Fourth Amendment MAG." All remaining language of such Section 5.5.4 shall remain unchanged.
7. **Section 5.6, Payment Obligations On and Following September 29, 2019; Adjustments Thereof.** A new Section 5.6, entitled "Payment Obligations On and Following September 29, 2019; Adjustments Thereof" hereby is added as follows.

**"5.6 Payment Obligations On and Following September 29, 2019; Adjustments Thereof.** Notwithstanding any other provision of this Agreement to the contrary, commencing on September 29, 2019 and with the intent of implementing new compensation requirements to replace those in Section 5.4, with respect to each and every vessel that berths at or otherwise uses the Premises, the Fourth Amendment Compensation Schedule attached as Exhibit "P" and the Definitions set forth below shall apply, and, pursuant to such schedule, Tenant shall provide the Payment Information and render the payments below to City.

5.6.1 Definitions.

5.6.1.1 Per-Acre Rate. "Per-Acre Rate" shall mean the monetary amount Tenant shall pay to City per acre of Premises (which rates shall be subject to readjustment in accordance with Section 5.6.4) on and following September 29, 2019.

5.6.1.2 Premises TEUs. "Premises TEUs" shall mean those units of measurement derived by converting the actual length of cargo containers into twenty-foot equivalent units (or fractions thereof), which cargo containers moved onto, over, through or under wharves or wharf premises at the Premises, or that moved between vessels or overside

vessels (to or from barge, lighter or water) when berthed at or adjacent to wharves or wharf premises at the Premises, whether or not such Premises TEUs were inbound to or outbound from the Premises and whether or not such Premises TEUs were loaded or empty.

5.6.1.3 Compensation Year. "Compensation Year" shall mean calendar year.

5.6.1.4 Payment Information. "Payment Information" shall mean information provided on a per-vessel basis by Tenant to City in a form reasonably acceptable to City, and which may be changed upon written notice from Executive Director, which includes but is not limited to: (a) information identifying the shipping line responsible for each container on such vessel; (b) name of the vessel; (c) Lloyd's Registry of Vessels code for the reporting vessel; (d) voyage number; (e) name of the port where each container was loaded onto such vessel; (f) name of the port where each container was discharged from the vessel; (g) serial number, including four digit alpha prefix, for each container on such vessel; (h) length of each container on such vessel, in feet; (i) empty or loaded status of each container on such vessel; and (k) transshipment status of each container on such vessel, including the name and voyage number of the originating vessel.

5.6.1.5 Fourth Amendment MAG. "Fourth Amendment MAG" shall mean the minimum amount of monetary compensation (which amount shall be subject to readjustment in accordance with Section 5.6.4), Tenant shall pay to City for use of the Premises each Compensation Year from September 29, 2019 through September 28, 2024, without regard to the application of any credits or discounts, which Fourth Amendment MAG amounts (in annual and monthly sums) are set forth on the Fourth Amendment Compensation Schedule attached hereto as Exhibit "P". Such Fourth Amendment MAG shall increase from Compensation Year 2019 to Compensation Year 2024 in accordance with the MAG Premises TEU Thresholds set forth on such Exhibit "P".

5.6.1.6 Fourth Amendment MAG Premises TEU Threshold(s). "Fourth Amendment MAG Premises TEU Threshold(s)" shall mean the number of Premises TEUs that, together with the Per-Acre Rate, establish the Fourth Amendment MAG, over and above which comprise Premises TEUs subject to the First Incremental Premises TEU Rate and, if applicable, the Second Incremental Premises TEU Rate, as set forth on the Fourth Amendment Compensation Schedule attached hereto as Exhibit "P", which thresholds shall be subject to readjustment in accordance with Section 5.6.4.

5.6.1.7 First Incremental Premises TEU Rate and First Incremental Premises TEU Rate Range. "First Incremental Premises TEU Rate" and "First Incremental Premises TEU Rate Range" mean the monetary charge per Premises TEU and the successive incremental ranges of Premises TEUs, over and above the Fourth Amendment MAG Premises TEU Threshold(s), as set forth on the Fourth Amendment Compensation Schedule attached hereto as Exhibit "P", which rate and rate range shall be subject to readjustment in accordance with Section 5.6.4.

5.6.1.8 First Incremental Premises TEU Charges. "First Incremental Premises TEU Charges" shall mean those amounts of monetary compensation, in addition to and not as a substitute for the Fourth Amendment MAG, which Tenant shall pay to City on each and every Premises TEU in the applicable First Incremental Premises TEU Rate Range which exceed the Fourth Amendment MAG Premises TEU Thresholds, as set forth on the Fourth Amendment Compensation Schedule attached hereto as Exhibit "P".

5.6.1.9 Second Incremental Premises TEU Rate and Second Incremental Premises TEU Rate Range. "Second Incremental Premises TEU Rate" and "Second Incremental Premises TEU Rate Range" mean the monetary charge per Premises TEU and the successive incremental ranges of Premises TEUs, over and above the First Incremental Premises TEU Rate and First Incremental Premises TEU Rate Range, respectively, as set forth on the Fourth Amendment Compensation Schedule attached hereto as Exhibit "P", which rate and rate range shall be subject to readjustment in accordance with Section 5.6.4.

5.6.1.10 Second Incremental Premises TEU Charges. "Second Incremental Premises TEU Charges" shall mean those amounts of monetary compensation, which Tenant shall pay to City in addition to the Fourth Amendment MAG on each and every Premises TEU in the applicable Second Incremental Premises TEU Rate Range which exceed the Fourth Amendment MAG Premises TEU Thresholds, as set forth on the Fourth Amendment Compensation Schedule attached hereto as Exhibit "P," provided that if Tenant is subject to paying Second Incremental Premises TEU Charges, it shall be subject to paying those charges on Premises TEUS within the Second Incremental Premises TEU Rate Range, alone, and not First Incremental TEU Charges on Premises TEUs within the Second Incremental TEU Rate Range.

5.6.1.11 Fourth Amendment Compensation Factors. "Fourth Amendment Compensation Factors" shall mean the Per-Acre

Rate, the Fourth Amendment MAG, the Fourth Amendment MAG Premises TEU Thresholds, the First Incremental Premises TEU Rate, the First Incremental Premises TEU Rate Ranges, the Second Incremental Premises TEU Rate, and the Second Incremental Premises TEU Rate Ranges, and each of them.

5.6.2 Payment Obligations of Tenant. Tenant shall pay to City the following, and each of them, provided that, in Compensation Year 2020, Tenant shall be entitled to a credit of Three Million One Hundred Fourteen Thousand Two Hundred Fifty-Seven Dollars and Eighty-Three Cents (\$3,114,257.83), which credit shall be applied until consumed by City to invoices sent to Tenant:

5.6.2.1 The Fourth Amendment MAG, in monthly installments. The amounts such installments of Fourth Amendment MAG are set forth on the Fourth Amendment Compensation Schedule attached hereto as Exhibit "P". Tenant shall render such payments of monthly installments of the Fourth Amendment MAG prior to the commencement of the month in which such payments accrue. In connection with the potential deletion of Parcel 3 and for the avoidance of doubt, should deletion of Parcel 3 occur, the Fourth Amendment MAG would be re-calculated as follows: 218.958 acres multiplied by the Per-Acre Rate for the Compensation Year during which such deletion occurred, and prorated by month if such deletion is effective after the month of January of any Compensation Year.

5.6.2.2 First Incremental Premises TEU Charges, as set forth on Exhibit "P", in addition to and not as a substitute for payment of the Fourth Amendment MAG, should Tenant handle Premises TEUs in addition to the applicable Fourth Amendment MAG Premises TEU Threshold in a Compensation Year. Tenant shall provide City the Payment Information and pay all First Incremental Premises TEU Charges and Second Incremental Premises TEU Charges not less than fifteen (15) days after the departure of each and every vessel that berths at or otherwise uses the Premises.

5.6.2.3 Second Incremental Premises TEU Charges, as set forth on Exhibit "P", in addition to and not as a substitute for payment of the Fourth Amendment MAG, should Tenant handle Premises TEUs in addition to the applicable Fourth Amendment MAG Premises TEU Threshold and the applicable First Incremental Premises TEU Rate Range in a Compensation Year, provided that if Tenant is subject to paying Second Incremental Premises TEU Charges, it shall be subject to paying those charges on Premises TEUS within the Second Incremental Premises TEU Rate Range, alone, and not First Incremental TEU Charges on Premises TEUs within the Second Incremental TEU Rate Range.

5.6.2.4 Tariff charges, as required by Section 5.2.

5.6.3 Temporary Discounts. Notwithstanding any other provision of this Agreement to the contrary, commencing on September 29, 2019, the following temporary discounts shall apply to compensation due and owing by Tenant to City under Section 5.6.2.

5.6.3.1 Temporary Discount on Empty Containers. Notwithstanding any other provision of this Agreement to the contrary, until terminated by Board, the First Incremental Premises TEU Charges and Second Incremental Premises TEU Charges applicable to empty cargo containers, inbound or outbound only, and not the Fourth Amendment MAG, shall be discounted as illustrated in Exhibit "O-2," entitled "Discount on Empties Exceeding 20% of Incremental Volume," which is attached hereto and incorporated herein by reference. Within sixty (60) days of the end of the Compensation Year in which such discount is applicable, City shall verify the percentage of empty containers included in Tenant's total Premises TEU throughput for such Compensation Year ("Actual Empty Percentage"). The percentage of empty containers in excess of twenty percent (20%) of Tenant's total throughput ("discounted empties") shall then be excluded from only the incremental Premises TEUs applicable during such Compensation Year. The number of discounted empties shall be charged at the rate per TEU for empty containers (not exceeding (7) meters overall length) set forth in Item No. 550-[A]031 of the Tariff. City shall prepare an adjusted billing for total First Incremental Premises TEU Charges and Second Incremental Premises TEU Charges paid by Tenant during such Compensation Year, reflecting the combined total of 5.3.1 TEU Charges plus 5.3.1 Tariff Charges for the combined total of 5.3.1 TEU Charges plus 5.3.1 Tariff Charges for the discounted empties. Tenant shall be issued a credit for the difference between the original billing and adjusted billing. Such temporary discount shall only be applied against First Incremental TEU Charges and Second Incremental Charges to the extent that Tenant's payment obligations do not fall below the applicable Fourth Amendment MAG for a given compensation year, and shall not be applied to reduce the Fourth Amendment MAG.

5.6.3.2 Temporary Discount on Containers Containing Transshipment Merchandise. Notwithstanding any provision of this Agreement to the contrary, subject to the provisions of Section 5.3.5.4, commencing in the Compensation Year in which this First Amendment becomes effective and until terminated by Board, the charges due and owing from Tenant to City on containers containing Transshipment Merchandise, as that term is defined in Item No. 515 of the Tariff, shall

be reduced by fifty percent (50%) from the charges otherwise applicable to such containers had this Fourth Amendment not been issued and approved by Board and Council. Eligibility of containers to receive such discount shall be determined by City in its sole and absolute discretion. Such temporary discount shall only be applied against First Incremental TEU Charges and Second Incremental Charges to the extent that Tenant's payment obligations do not fall below the applicable Fourth Amendment MAG for a given compensation year, and shall not be applied to reduce the Fourth Amendment MAG.

5.6.4 Five-Year Rate Adjustments. Commencing on September 29, 2024 and every fifth anniversary of the Effective Date thereafter, the Fourth Amendment Compensation Factors shall be adjusted (in no event downward) and Exhibit "P" shall be amended in accordance therewith, with such adjustments established by order of Board. The five-year periods in which such adjusted rates shall apply shall be referred to as "Adjusted 5-Year Periods." Upon the conclusion of the process to reset the Fourth Amendment Compensation Factors, which process is set forth below, the exhibit reflecting such adjustments shall be numbered Exhibit "P-[Compensation Year of the adjustment]" such that, for example, the exhibit setting forth the adjustment of the Fourth Amendment Compensation Factors in Compensation Year 2024 would be denominated Exhibit "P-2024" Upon City's transmittal to Tenant, such exhibit shall be deemed to: (i) be incorporated into this Agreement without further action of Board or Council; (ii) supersede any earlier issued Exhibits "P" or successors.

Not fewer than nine (9) months before the commencement of each Adjusted 5-Year Period, Tenant and City shall undertake best efforts to negotiate and mutually agree upon adjusted Fourth Amendment Compensation Factors that shall apply at the commencement of each such period. Such negotiations (and any appraisal or arbitration that may subsequently occur) shall take into consideration the character of the Premises (including size, configuration, access, berthing capacity and any other factor that may affect operating expenses), the rental value of similar premises and facilities within the Harbor District (as referenced in Section 13.1(e)) devoted to similar use, the terms, conditions and restrictions of marine container terminal agreements for similar premises and facilities within the Harbor District, the volume of cargo handled at, on or from the Premises, the return on investment to City, maintenance costs, insurance, taxes and any other facts and data necessary for the determination of such adjusted Fourth Amendment Compensation Factors ("Terminal Criteria"). If, despite best efforts, City and Tenant are unable to mutually agree upon such adjusted Fourth Amendment Compensation Factors, such matters shall be adjusted in the following manner: (i) City may, upon written notice from Executive Director, establish the Fourth Amendment MAG, the First Incremental Premises TEU Rates, and the

Second Incremental Premises TEU Rates at amounts not to exceed one hundred twenty-five percent (125%) of the quantum of the Fourth Amendment MAG, the First Incremental Premises TEU Rates, and the Second Incremental Premises TEU Rates in effect at the end of the fifth year of the five-year period preceding the Adjusted 5-Year Period, monetary amounts of which shall be paid in the same manner as provided in Section 5.5 until completion of the procedure set forth below or (ii) either City or Tenant upon written notice to the other may, no sooner than nine (9) months prior to the commencement of the upcoming Adjusted 5-Year Period, initiate commencement of the process set forth below (“Appraisal Process”).

(a) Within ten (10) calendar days following the commencement of the Adjusted 5-Year Period, City and Tenant shall utilize best efforts to agree upon a single appraiser to determine the value of the as-is, fee simple interest of the Premises (including total property, land and/or improvements) based upon the existing use as set forth in Exhibit “H” hereto and the Terminal Criteria (“Market Rent”), which appraiser shall possess the qualifications set forth on the attached Exhibit “I.” Such appraiser’s determination shall be binding upon the parties and shall be retroactive to the commencement of the applicable 5-year period. If, despite best efforts, City and Tenant cannot agree upon such single appraiser within such ten (10) calendar days, City and Tenant shall, within sixty (60) calendar days after the expiration of such ten (10) calendar day period, appoint one appraiser each to determine Market Rent pursuant to Exhibit “H” and the Terminal Criteria and shall provide written notice of such appointment to the other party, which notice shall summarize or attach the retained appraiser’s qualifications and certify that such appraiser has been retained to determine Market Rent pursuant to Exhibit “I.” (For purposes of this Fourth Amendment, Exhibits “H” and “I” shall remain identical and unchanged from those Exhibits “H” and “I” attached to the Agreement on the Effective Date.)

(b) If either party fails to appoint an appraiser and provide the required written notice thereof within such sixty (60) calendar day period, the one appraiser appointed shall be directed to determine Market Rent pursuant to Exhibit “H” and the Terminal Criteria and such appraiser’s determination shall be binding upon the parties and shall be retroactive to the commencement of the applicable 5-year period.

(c) If City and Tenant appoint appraisers within such sixty (60) day period, such two appraisers so appointed shall be directed to use good faith efforts to separately determine Market Rent pursuant to Exhibit “H” and the Terminal Criteria within ninety (90) calendar days of the expiration of the aforementioned sixty (60) day period. The appraisal generated on behalf of City shall be referred to as “City Appraisal,” and shall

be generated at City's sole cost and expense. The appraisal generated on behalf of Tenant shall be referred to as "Tenant Appraisal," and shall be generated at Tenant's sole cost and expense. City and Tenant thereafter shall exchange appraisals. If the determinations of the City Appraisal and the Tenant Appraisal are within ten percent (10%) of one another, the Market Rent shall be the average of the two and shall be binding upon the parties.

(d) If the determination of Market Rent of the two appraisers differs by more than ten percent (10%), then the two appraisers shall choose a third appraiser possessing the qualifications set forth on Exhibit "I" within thirty (30) calendar days thereafter who shall not make an independent determination of Market Rent, but rather shall determine only which, the City Appraisal or the Tenant Appraisal, is closest to that third appraiser's estimate of Market Rent, and Market Rent shall be equal to the then-applicable amount so determined in the appraisal selected by such third appraiser. If the two appraisers fail to select a third appraiser within such time, the determination of Market Rent shall be submitted to final and binding arbitration at the request of either City or Tenant before one arbitrator appointed by the American Arbitration Association ("AAA") at Los Angeles, California acting pursuant to AAA's Arbitration Rules for the Real Estate Industry last in effect at the time a request for arbitration is filed. The arbitrator shall review at minimum the scope of work attached hereto as Exhibit "H" and the Terminal Criteria, and copies of the City Appraisal and the Tenant Appraisal, but shall not make an independent determination of Market Rent, but rather shall determine only which, the City Appraisal or the Tenant Appraisal, is closest to the arbitrator's estimate of Market Rent, and Market Rent shall be equal to the then-applicable amount so determined in the appraisal selected by such arbitrator. Such determination of the arbitrator shall be binding on the parties and shall be retroactive to the commencement of the applicable 5-year period. Fees and costs incurred by such arbitrator and/or AAA shall be borne equally by City and Tenant."

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

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9. Except as specifically amended herein, all remaining terms and conditions of the Agreement, as amended, shall remain unchanged.

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


Dated: \_\_\_\_\_

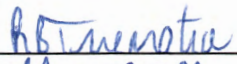
By \_\_\_\_\_  
Executive Director

Attest \_\_\_\_\_  
Board Secretary

TRAPAC, LLC

Dated: OCT. 5, 2020

By  \_\_\_\_\_  
J. EDWARDS, PRESIDENT AND CEO  
(Type/Print Name and Title)

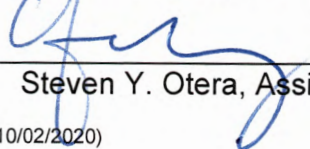
Attest  \_\_\_\_\_  
R. MENON, SENIOR VP, CFO  
(Type/Print Name and Title)

APPROVED AS TO FORM AND LEGALITY

 \_\_\_\_\_, 2020

MICHAEL N. FEUER, City Attorney

JANNA B. SIDLEY, General Counsel

By  \_\_\_\_\_  
Steven Y. Otera, Assistant

SYO/ila (10/02/2020)

**DISCOUNT ON EMPTIES EXCEEDING 20% OF INCREMENTAL VOLUME**

**ESTIMATED BASIS FOR FULL COMPENSATION YEAR**

TOTAL TERMINAL ACRES	219.976			
ASSUMED TOTAL TEUs MOVED (LOADED AND EMPTIED)	950,000			
ASSUMED EMPTIES AS A PERCENT OF TOTAL TEUs	31.00%			
EMPTY DISCOUNT THRESHOLD AS A % OF INCREMENTAL TEUs	20.00%			
RELEVANT RATE ON DISCOUNTED EMPTIES	\$ 9.33			
RELEVANT COMPENSATION YEAR	2020	2021	2022	2023
BASE COMPENSATION IN RELEVANT COMPENSATION YEAR	\$ 38,935,752	\$ 39,788,159	\$ 40,503,081	\$ 41,135,512
TEUs SUBJECT TO BASE COMPENSATION (BASE TEUs)	847,550	886,940	919,158	947,119
1ST INCREMENTAL RATE ON TEUs AFTER BASE TEUs	\$ 25.00	\$ 25.50	\$ 26.01	\$ 26.53
TEU THRESHOLD TO ACHIEVE 2ND INCREMENTAL RATE (2ND TEU THRESHOLD)	1,099,880	1,099,880	1,099,880	1,099,880
2ND INCREMENTAL RATE ON TEUs AFTER 2ND TEU THRESHOLD IS MET	\$ 18.00	\$ 18.36	\$ 18.73	\$ 19.10

STEP 1: ORIGINAL BILLING (ACTUAL BILLINGS ISSUED DURING COMPENSATION YEAR)

RELEVANT COMPENSATION YEAR FOR ILLUSTRATION PURPOSES	2020
TEUs / Acre	4,319

	<u>TEUs</u>	<u>RATE</u>	<u>INVOICED AMOUNT</u>
BASE COMPENSATION FOR RELEVANT COMPENSATION YEAR	847,550		\$ 38,935,752
TEUs INVOICED AT 1ST INCREMENTAL RATE & RELEVANT RATE	102,450	\$ 25.00	\$ 2,561,250
TEUs INVOICED AT 2ND INCREMENTAL RATE & RELEVANT RATE	-	\$ 18.00	\$ -
<b>TOTAL BILLING</b>	<b>950,000</b>		<b>(A) \$ 41,497,002</b>

STEP 2: ADJUSTED BILLING (PREPARED AT YEAR-END)

TOTAL TEUs	950,000
MULTIPLY BY: EMPTY DISCOUNT THRESHOLD	20.00%
<u>EQUALS: EMPTY TEU THRESHOLD</u>	<u>190,000</u>
TOTAL EMPTIES	294,500
<u>LESS: EMPTY THRESHOLD</u>	<u>(190,000)</u>
<u>EQUALS: EMPTIES SUBJECT TO DISCOUNT, PRIOR TO ADJUSTMENTS</u>	<u>104,500</u>
<u>LESS: UNDISCOUNTED EMPTIES NEEDED TO MEET BASE COMPENSATION</u>	<u>(2,050)</u>
<u>EQUALS: EMPTIES SUBJECT TO DISCOUNT, NET OF ADJUSTMENTS</u>	<u>102,450</u>

	<u>TEUs</u>	<u>RATE</u>	<u>INVOICED AMOUNT</u>
BASE COMPENSATION FOR RELEVANT COMPENSATION YEAR	847,550		\$ 38,935,752
TEUs INVOICED AT 1ST INCREMENTAL RATE & RELEVANT RATE	-	\$ 25.00	\$ -
TEUs INVOICED AT 2ND INCREMENTAL RATE & RELEVANT RATE	-	\$ 18.00	\$ -
DISCOUNTED EMPTY INCREMENTAL TEUs	102,450	\$ 9.33	\$ 955,859
<b>TOTAL ADJUSTED BILLING</b>	<b>950,000</b>		<b>(B) \$ 39,891,611</b>

STEP 3: CREDIT ISSUED AFTER YEAR-END RECONCILIATION

(A - B) \$ **1,605,392**

## TraPac Fourth Amendment Compensation Schedule

### Fourth Amendment MAG

Row	Compensation Year	Per-Acre Rate (Section 5.6.1.1) (9 months Jan. - Sep.)	Per-Acre Rate (Section 5.6.1.1) (3 months Oct. - Dec.)	Fourth Amendment MAG (Section 5.6.1.5) (Annual)	Monthly Installments of Fourth Amendment MAG (Section 5.6.2.1) (Jan. - Sep.)	Monthly Installments of Fourth Amendment MAG (Section 5.6.2.1) (Oct. - Dec.)
A	2019	\$166,357	\$166,357	\$36,594,547	\$3,049,546	\$3,049,546
B	2020	\$176,000	\$180,000	\$38,935,752	\$3,226,315	\$3,299,640
C	2021	\$180,000	\$183,500	\$39,788,159	\$3,299,640	\$3,363,800
D	2022	\$183,500	\$186,000	\$40,503,081	\$3,363,800	\$3,409,628
E	2023	\$186,000	\$190,000	\$41,135,512	\$3,409,628	\$3,482,953
F	2024 <sup>1</sup>	\$190,000	\$190,000	\$41,795,440	\$3,482,953	\$3,482,953

Note: <sup>1</sup>Five-Year Rate Adjustment due on September 20, 2024. At such time Per Acre Rate and Fourth Amendment MAG will be subject to adjustment. Amounts for the period of September 29, 2024 through December 31, 2024 are provided for illustrative purposes.

### Fourth Amendment MAG Premises TEU Thresholds

Table 1

Row	Compensation Year	Fourth Amendment MAG Premises TEU Thresholds (Section 5.6.1.6)	Fourth Amendment MAG (Sec. 5.6.1.5) (Annual)
A	2019	Not Applicable	\$36,594,547
B	2020	0 - 847,550 Premises TEUs	\$38,935,752
C	2021	0 - 886,940 Premises TEUs	\$39,788,159
D	2022	0 - 919,158 Premises TEUs	\$40,503,081
E	2023	0 - 947,119 Premises TEUs	\$41,135,512
F	2024 <sup>1</sup>	0 - 975,855 Premises TEUs	\$41,795,440

Note: <sup>1</sup>Five-Year Rate Adjustment due on September 20, 2024. At such time Fourth Amendment MAG Premises TEU Thresholds, and Fourth Amendment MAG will be subject to adjustment. Amounts for the period of September 29, 2024 through December 31, 2024 are provided for illustrative purposes.

For the avoidance of doubt and as an example, if in Compensation Year 2020, Tenant handles 847,549 Premises TEUs for the Compensation Year 2020, pursuant to Section 5.6.1.6 and Row B in Table 1 above, Tenant would only pay the Fourth Amendment MAG for Compensation Year 2020 of \$38,935,752.

### First Incremental Premises TEU Rate

Table 2

Row	Compensation Year	First Incremental Premises TEU Rate Range (Section 5.6.1.7)	First Incremental Premises TEU Rate (Section 5.6.1.7)
A	2019	Not Applicable	Not Applicable
B	2020	847,551 - 1,099,880 Premises TEUs	\$25.00
C	2021	886,941 - 1,099,880 Premises TEUs	\$25.50
D	2022	919,159 - 1,099,880 Premises TEUs	\$26.01
E	2023	947,120 - 1,099,880 Premises TEUs	\$26.53
F	2024 <sup>1</sup>	975,856 - 1,099,880 Premises TEUs	\$27.06

Note: <sup>1</sup>Five-Year Rate Adjustment due on September 20, 2024. At such time First Incremental Premises TEU Rate Range, and First Incremental Premises TEU Rate will be subject to adjustment. Amounts for the period of September 29, 2024 through December 31, 2024 are provided for illustrative purposes.

**EXHIBIT "P"**

## TraPac Fourth Amendment Compensation Schedule

For the avoidance of doubt and as an example, if in Compensation Year 2020, Tenant handles 847,551 Premises TEUs, Tenant would pay 1) the Compensation Year MAG of \$38,935,752 for the first 847,550 TEUs pursuant to Section 5.6.1.6 and Row B in Table 1 above, and 2) \$25 for the one Premises TEU within the First Incremental Premises TEU Rate Range (i.e. First Incremental Premises TEU Charges) pursuant to Section 5.6.1.8 and Row B in Table 2 above, for a total of \$38,935,777 in compensation due for the 2020 Compensation Year.

### Second Incremental Premises TEU Rate

**Table 3**

<b>Row</b>	<b>Compensation Year</b>	<b>Second Incremental Premises TEU Rate Range (Section 5.6.1.9)</b>	<b>Second Incremental Premises TEU rate (Section 5.6.1.9)</b>
A	2019	Not Applicable	Not Applicable
B	2020	1,099,880+ Premises TEUs	\$18.00
C	2021	1,099,880+ Premises TEUs	\$18.36
D	2022	1,099,880+ Premises TEUs	\$18.73
E	2023	1,099,880+ Premises TEUs	\$19.10
F	2024 <sup>1</sup>	1,099,880+ Premises TEUs	\$19.48

Note: <sup>1</sup>Five-Year Rate Adjustment due on September 20, 2024. At such time Second Incremental Premises TEU Rate Range, and Second Incremental Premises TEU rate will be subject to adjustment. Amounts for the period of September 29, 2024 through December 31, 2024 are provided for illustrative purposes.

For example, if in Compensation Year 2020, Tenant handles 1,099,881 Premises TEUs, Tenant would pay 1) the Compensation Year MAG of \$38,935,752 for the first 847,550 TEUs pursuant to Section 5.6.1.6 and Row B in Table 1 above, and 2) \$6,308,250 for the additional 252,330 Premises TEUs within the First Incremental Premises TEU Rate Range (i.e. First Incremental Premises TEU Charges) pursuant to Section 5.6.1.8 and Row B in Table 2 above, and 3) \$18.00 for the one Premises TEU within the Second Incremental Premises TEU Rate Range (i.e. Second Incremental Premises TEU Charges) pursuant to Section 5.6.1.10 and Row B in Table 3 above, for an aggregate total of \$45,244,020 in compensation due for the 2020 Compensation Year.