TENTH AMENDMENT TO
PERMIT NO. 733
EAGLE MARINE SERVICES, LTD.

Permit No. 733, as amended, between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Harbor Commissioners ("City"), and EAGLE MARINE SERVICES, LTD. ("Tenant"), is hereby amended a tenth time as follows:

1. Commencement of Application of Tenth Amendment Provisions. Notwithstanding the provisions of Item 14, *infra*, and the provisions of applicable law, including but not limited to City's Charter, the provisions of this Tenth Amendment shall be deemed to apply commencing as of January 1, 2017.

2. Section 2(b). Section 2(b) hereby is deleted in its entirety, along with Exhibits "A", "A-1" and "A-2" of the Agreement referenced in such Section 2(b), and hereby is replaced with the following provision:

"(b) Description. The premises subject to this Agreement consist of parcel numbers 1, 2, 3 and 4, including Berths 302, 303, 304, and 305 (which berths in the aggregate measure four thousand sixteen point three three (4,016.33) feet in length, and backlands area which measures two hundred and ninety one point three one (291.31) wharf and backland acres, including rail and other improvements ("Premises"), and consist, for purposes of Section 4, of two areas: a "MAG Area" of two hundred and sixty one point zero three (261.03) acres consisting of parcel numbers 1, 2 and 3; and a "Non-MAG Area" of thirty point two eight (30.28) acres consisting of parcel number 4. Such parcels and areas (including the MAG Area and the Non-MAG Area) are delineated and more particularly described on Drawing No. 1-1993-2, which drawing is on file in the office of the Chief Harbor Engineer of the Harbor Department of City ("Harbor Engineer"), which in turn is attached hereto as Exhibit "A-3." The Premises shall include the City Improvements, and all other structures owned by or under the control of the Board within said parcels which are made available for Tenant's use, whether on or below the surface, and such structures as City may construct for Tenant. Tenant's use and occupancy of the "Non-MAG Area," specifically the lands covered by Space Assignment No. 10-13 ("Space Assignment"), of which Tenant acknowledges possessing a true and correct copy, shall cease, and Tenant's use and occupancy of such lands, and rights and obligations thereto, shall be pursuant to this Agreement. "

TRANSMITTAL 3

3. Section 2(e). Section 2(e) of the Agreement hereby is deleted in its entirety, thereby fully and finally extinguishing any and all rights that may have previously existed in connection with such deleted provision, and hereby is replaced with the following provision:

"(e) Expansion of Premises. As set forth below, Tenant possesses two (2) separate rights to request that City furnish real property in addition to the Premises defined in this Tenth Amendment. Such requests may be approved or denied in City's sole and absolute discretion if and when amendments of this Agreement are presented to it to effectuate such requests, and are subject to compliance with applicable law, including but not limited to City's Charter, the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA").

(1) 41-Acre Area. From January 1, 2017 up to and including December 31, 2025, provided that no default has occurred and is continuing as of the date of transmittal, Tenant may transmit a written request to Executive Director to incorporate into the Premises the 41-acre area identified as parcel number 5 on Exhibit "A-3" hereto, in its "as-is, where-is" condition on the date of such transmittal, and during such period, City shall not entitle third-party users to develop such area for long-term use, provided that, should City allow third-parties to use and occupy such area, it shall do so pursuant to thirty (30)-day renewable lease documents, only, which lease documents shall be terminated by City on thirty (30) days' written notice should the approvals and entitlements necessary to develop such 41-Acre Area be obtained. Such written request shall reference this Section 2(e)(1) and propose terms and conditions of an amendment of this Agreement which would add such 41-Acre Area to the Premises, including the construction of Berth 306, and implement new commercial and other terms in accordance with such supplementation of the Premises. After receipt of Tenant's written notice, City shall meet and confer with Tenant concerning such terms and conditions. City and Tenant acknowledge that approvals and entitlements issued by third-party agencies outside of City's control will be necessary to develop such 41-Acre Area. City shall cooperate with Tenant in seeking to obtain such approvals and entitlements, if they are sought. Failure of City and Tenant to reach agreement on such terms and conditions shall constitute a denial of Tenant's request. Notwithstanding the length of time necessary to process any such amendment to effectiveness, if Tenant's aforementioned written request is transmitted in accordance with the requirements above, it shall be deemed timely submitted for purposes of this Section 2(e)(1). After December 31, 2025 and in the absence of any such written request:

(i) Should City desire to entitle use and occupancy of such 41-Acre Area to a third-party, in the first instance such desire may arise, and only in that first instance, Executive Director shall provide Tenant written notice thereof. Tenant thereafter shall have six (6) months from the date of such written notice in which to provide a written request in the form and substance detailed above, and during such period, City shall not entitle third-party users to develop such area for long-term use, provided that, should City allow third-parties to use and occupy such area, it shall do so pursuant to thirty (30)-day renewable lease documents, only, which lease documents shall be terminated by City on thirty (30) days' written notice should the approvals and entitlements necessary to develop such 41-Acre Area be obtained. After receipt of Tenant's written notice, City shall meet and confer with Tenant concerning its request. City and Tenant acknowledge that approvals and entitlement issued by third-parties outside of City's control will be necessary to develop such 41-Acre Area. City shall cooperate in good faith with Tenant in seeking to obtain such approvals, if they are sought.

(ii) In the event City determines to entitle a third-party to use and occupy such 41-Acre Area, City and Tenant acknowledge the likely need to amend this Agreement, among other things, to implement changes to the Premises to facilitate ingress and egress.

(2) Additional Area. For the term of this Agreement, if, and only if, the 41-Acre Area first has been requested by Tenant in conformity with Section 2(e)(1), provided that no default has occurred and is continuing as of the date of transmittal, Tenant may transmit a second written request to Executive Director to construct (which construction is within the sole and absolute discretion of City, uncertain and subject to prior compliance with applicable laws) and then incorporate into the Premises new land adjacent to the Premises possessing an area up to thirty-five (35) acres ("Additional Area"). Such written request shall reference this Section 2(e)(2) and propose terms and conditions of an amendment of this Agreement which would add such Additional Area to the Premises and implement new commercial and other terms in accordance with such supplementation of the Premises. City thereafter shall meet and confer with Tenant concerning such terms and conditions. Failure of City and Tenant to reach agreement on such terms and conditions shall constitute a denial of Tenant's request. City and Tenant acknowledge that approvals and entitlements issued by third-party agencies outside of City's control will be necessary to develop such Additional Area. City shall cooperate with Tenant in seeking to obtain such approvals and entitlements, if they are sought. "

4. Release and Indemnity. In consideration of the terms of this Tenth Amendment, particularly the provisions of Section 2(e), Tenant forever releases and discharges City and City's former, present and future boards, elected and appointed officials, employees, officers, directors, representatives, agents, departments, subsidiaries and affiliates, assigns, predecessors, successors, divisions, subdivisions, and all persons or entities acting by, through, under or in concert with any of the foregoing from and against any and all of Tenant's rights, claims, demands, damages, debts, liabilities, accounts, reckonings, liens, attorneys' fees, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether in contract, tort, at law or in equity, or otherwise, now known or unknown, suspected or unsuspected, whether intentional, negligent (including joint, sole, concurrent and gross negligence) or otherwise, and whether existing at common law, by statute or other legislative act, or by constitutional provision that are based in whole or in part on, consist of, or which do or may arise out of, or which are or may be related to or in any way connected with Claim No. C13-4009 lodged by Tenant with City and matters alleged in such claim ("Released Rights"). Tenant shall indemnify, defend and hold harmless City and City's former, present and future boards, elected and appointed officials, employees, officers, directors, representatives, agents, departments, subsidiaries and affiliates, assigns, insurers, attorneys, predecessors, successors, divisions, subdivisions and parents, and all persons or entities acting by, through, under or in concert with any of the foregoing from and against any and all rights, claims, demands, damages, debts, liabilities, accounts, reckonings, liens, attorneys' fees, costs, expenses, actions and causes of action of every kind and nature whatsoever, whether in contract, tort, at law or in equity, or otherwise, now known or unknown, suspected or unsuspected, whether intentional, negligent (including joint, sole, concurrent and gross negligence) or otherwise, and whether existing at common law, by statute or other legislative act, or by constitutional provision, in any way arising from, connected with or related to the Released Rights. City forever releases and discharges Tenant and Tenant's affiliates from payment of any and all costs incurred in defending Claim No. C13-4009 lodged by Tenant with City.

5. Section 4. Section 4 hereby is amended by adding the following as a new third paragraph of Section 4:

"All CPI Adjustments referenced in Sections 4(b)(1)(iii), 4(b)(1)(iv), 4(c)(1)(D), and 4(m) shall occur with reference to the U.S. City average series CUUR0000SA0, published monthly by the U.S. Bureau of Labor Statistics ("US CPI"), or, if US CPI is discontinued, a successor index mutually selected by City and Tenant, as follows. In such event, City and Tenant shall mutually agree in writing upon a substitute index most directly similar to US CPI or, if they fail to so agree after consulting in good faith, shall mutually submit a written request to the American Arbitration Association to provide a list of three independent experts in the field of economic analysis. Each party shall

have the right to strike one name from the list, and the remaining expert shall determine what index then available is most similar to US CPI. The decision of such independent expert shall be conclusively accepted by both Tenant and City for the readjustment purposes herein. Cost for the services provided by the American Arbitration Association and by the expert selected, and any incidental and related expenses, shall be shared equally by Tenant and City. Adjustments of values in Sections 4(b)(1)(iii), 4(b)(1)(iv), 4(c)(1)(D), and 4(m) shall become effective on January 1 of the compensation year in which the adjustment is being made ("Adjusted Year" or "Year N"). The new value for the Adjusted Year shall be obtained by multiplying the CPI Adjustment Factor times the value in effect on the previous day (December 31). The "CPI Adjustment Factor" shall equal the US CPI value for November of Year (N-1) divided by the US CPI value for November of Year (N-2) with the result restricted to a floor of 1.000. For accounting purposes, the CPI Adjustment Factor is rounded to the nearest thousandth."

6. Section 4(b) and 4(b)(1). Sections 4(b) and 4(b)(1) of the Agreement hereby are deleted in their entirety, and hereby are replaced with the following provisions:

"(b) Minimum Annual Guarantee. For each compensation year during the term of this Agreement and any holdover, Tenant guarantees to City a minimum annual payment, which is referred to in this Agreement as the "minimum annual guarantee" or "MAG." The MAG is the aggregate minimum annual payment which Tenant must make to City each compensation year for use of the MAG Area of the Premises, which consists of 261.03 acres on the effective date of this Tenth Amendment. City and Tenant acknowledge and agree that the MAG Area in no event shall fall below one hundred and ninety point eight (190.8) acres. Only TEU charges payable under subsection (c)(1), wharfage and dockage charges payable under subsection (c)(2) and dockage charges payable under subsection (c)(3) shall be counted toward the MAG.

(1) Determination of the MAG. Notwithstanding any provision of this Agreement to the contrary, the MAG shall be determined as follows.

(i) Effective on January 1, 2017 until December 31, 2017, the MAG shall be Two Hundred Thousand Dollars ($200,000) per acre of MAG Area.

(ii) Effective on January 1, 2018 until December 31, 2018, the MAG shall be Two Hundred and Five Thousand Dollars ($205,000) per acre of MAG Area.

(iii) Effective on January 1, 2019 and each anniversary of that date (which anniversaries shall be referred to individually as the "Annual MAG Adjustment Date")

and for the remaining term of the Agreement and any holdover, until the MAG reaches Two Hundred and Sixteen Thousand Dollars ($216,000) per acre of MAG Area, the MAG for the Adjusted Year shall be determined by multiplying the MAG applicable on the day before the Annual MAG Adjustment Date (December 31) by the corresponding CPI Adjustment Factor.

(iv) In and after 2019, should the MAG per acre of MAG Area reach Two Hundred and Sixteen Thousand Dollars ($216,000), the Annual Adjustments detailed in subsection (b)(1)(iii) no longer shall occur, and, instead, the then current MAG will be multiplied by the quantity (1 + (75% times the compensation year over compensation year percent increase of revenues applicable to the MAG)). In the event of a zero or negative increase of compensation year over compensation year revenues applicable to the MAG, the MAG shall not be increased. For example, if MAG per acre attained the $216,000 limit per acre by CPI adjustment effective January 1, 2021 and the Compensation during the 2020 and 2021 compensation years were, respectively, $55.6 million and $60.8 million, the effective MAG per acre on January 1, 2022 would be: $216,000 * (1+0.75 * (60.8/55.6-1)) = $231,151.

7. Section 4(c)(1)(D). The following provisions hereby are added to the end of Section 4(c)(1)(D), following the phrase, “Nothing herein in any way changes the dates of any currently established 5-Year Period.”: “Notwithstanding the provisions of Sections 4(c)(1)(D) or 4(d)(5)(D)(ii)(AB), the readjustment of compensation applicable to the 5-Year Period beginning January 1, 2017 and ending December 31, 2021 as set forth in Section 4(d)(5) hereby is replaced for such period by a one-time CPI Adjustment computed on January 1, 2017 (the “Adjusted Year”, in this case being the US CPI applicable in November 2016 divided by US CPI applicable November 2015). Accordingly, each TEU rate identified in Exhibit B-1 (incorporated into this Agreement by its Seventh Amendment) shall be increased by the CPI Adjustment Factor applicable to the 2017 Adjusted Year (rounded to the nearest cent). Readjustment of compensation following December 31, 2021 shall remain in accordance with Section 4(d)(5). The Adjustment Factor of 35.8% established by previous readjustments of compensation shall remain unchanged until the next readjustment of compensation, effective January 1, 2022.”

8. Section 4(d)(5)(D)(i). Section 4(d)(5)(D)(i) of this Agreement entitled "Readjustment of the MAG" hereby is deleted in its entirety and replaced with the notation "Left Intentionally Blank."

9. Section 4(f). Section 4(f) of this Agreement hereby is amended by deleting its first sentence, which provides that "Tenant shall collect tariff charges assessed against the vessels of Tenant's invitees for pilotage and shall remit such charges to City at the full tariff rate." Other than the deletion of such first sentence, the remainder of Section 4(f) remains unchanged.

10. Section 4(m). A new Section 4(m) hereby is added as follows:

"(m) Flat Rent on Non-MAG Area; Adjustments Thereof. For the Non-MAG Area, effective January 1, 2017, Tenant shall not pay the MAG, but shall pay to City rent of Three Million Dollars ($3,000,000) per compensation year ("Non-MAG Area Compensation"), invoiced in monthly installments in advance. Effective January 1, 2018 and every anniversary of such date thereafter for the remaining term of this Agreement and any holdover, the annual total Non-MAG Area Compensation shall be adjusted by multiplying the then-applicable Non-MAG Compensation by the CPI Adjustment Factor. For the first adjustment effective January 1, 2018, the Adjusted Year shall be 2018. In addition to and not as a substitute for such annual US CPI adjustments of the Non-MAG Area Compensation, as required by Section 607 of City's Charter, such compensation shall be subject to adjustment on January 1, 2022 and every fifth (5th) anniversary of such date thereafter ("Reset Date") for the remainder of the term of this Agreement and any holdover, using the following procedure:

(1) Adjusted Non-MAG Area Compensation. The Non-MAG Area Compensation to be paid by Tenant for each five (5) year period, or any portion thereof following January 1, 2022 ("Five-Year Adjusted Period" and "Adjusted Non-MAG Area Compensation," respectively) shall be adjusted to reflect the fair market rental for the Non-MAG Area, provided that in no case will the Non-MAG Area Compensation be adjusted downward. The Adjusted Non-MAG Area Compensation shall be mutually agreed upon between City and Tenant at some time not more than nine (9) months and not less than three (3) months before each Reset Date. If City and Tenant are able to reach agreement on the Adjusted Non-MAG Area Compensation, then said agreement shall be presented as a recommendation to the Board. The Adjusted Non-MAG Area Compensation shall be established by order of the Board, provided that if the Adjusted Non-MAG Area Compensation has not been determined by the beginning of the Reset Date, the Non-MAG Area Compensation for the new Five-Year Adjusted Period, subject to the final Adjusted Non-MAG Area Compensation being negotiated or determined by the Appraisal Process, shall be one hundred

seven percent (107%) of the Non-MAG Area Compensation for the former period, and shall be paid in the same manner as provided in this Section 4 until completion of the negotiations or the Appraisal Process procedure set forth below.

(2) Appraisal Process. If the Parties cannot agree on the amount of the Adjusted Non-MAG Area Compensation by sixty (60) days prior to the Reset Date, the following process to determine the Adjusted Non-MAG Area Compensation shall apply (the "Appraisal Process"); provided, however, that City and Tenant may continue to negotiate during the Appraisal Process period and, if an agreement is reached, the Appraisal Process shall be terminated and the negotiated amount shall be presented as a recommendation to the Board. The Appraisal Process shall be:

i. No later than fifty (50) days prior to the Reset Date, the Executive Director shall provide to Tenant a written statement of the Executive Director's determination of the Non-MAG Area Compensation for the Five-Year Adjusted Period ("Determination Due Date"). If Tenant disagrees with the Executive Director's determination, Tenant must provide to City a written objection within forty-five (45) calendar days of receipt of the Executive Director's determination. The written objection must include (i) the basis for Tenant's objection to the imposition of the new Adjusted Non-MAG Area Compensation and (ii) Tenant's election to commence the Appraisal Process. Tenant acknowledges and agrees that Tenant's failure to submit a timely, written objection shall be deemed approval of the Executive Director's determination of the Adjusted Non-MAG Area Compensation commencing on, and retroactive to, the Reset Date.

ii. If either (i) City has not provided Tenant with the Executive Director's determination of Non-MAG Area Compensation by the Determination Due Date or (ii) Tenant has received Executive Director's determination but elects to commence the Appraisal Process, within ten (10) calendar days following Tenant's notice of commencement of the Appraisal Process or ten (10) calendar days following the Determination Due Date, whichever is applicable, City and Tenant shall exchange the names and qualifications of three (3) appraisers, which appraisers shall possess the qualifications set forth in the

attached Exhibit "I," and City and Tenant will utilize best efforts to agree, within ten (10) calendar days, upon a single qualified appraiser from that list whose scope of work shall be to determine the Market Rent, as set forth in Exhibit "J." The selected appraiser shall be instructed to determine Market Rent within sixty (60) calendar days of the selection. The Parties shall cooperate with the selected appraiser to provide information or documents in their respective custody or control which are reasonably necessary to generate an appraisal in conformity with Exhibit "J." City shall retain the selected appraiser; however, the costs incurred for the appraisal shall be borne equally by City and Tenant. Tenant agrees to reimburse City for half the fees and costs for the appraisal within fifteen (15) days of receipt of an invoice for payment of same.

iii. If, despite best efforts, City and Tenant cannot agree upon such single appraiser within the aforementioned ten (10) calendar days, or if the selected appraiser fails to transmit the required appraisal report within ninety (90) calendar days following the appraiser's retention, City and Tenant shall each retain their own appraiser, possessing the qualifications set forth in the attached Exhibit "I" to determine the Market Rent pursuant to Exhibit "J," within no more than sixty (60) days, unless extended by mutual written agreement of City and Tenant. Fees and costs of each appraiser shall be borne by the party retaining that appraiser.

iv. Appraisals generated pursuant to this appraisal process, shall be submitted to the Board along with the Executive Director's recommendation for the Board's determination of the appropriate Adjusted Non-MAG Area Compensation, which determination shall be made at a public meeting. The Board shall review all the relevant facts and evidence, including the appraisals, submitted to it and shall then establish by order the Adjusted Non-MAG Area Compensation to apply throughout the Five-Year Adjusted Period; provided that any such Adjusted Non-MAG Area Compensation shall not exceed 120% of the Non-MAG Area Compensation in effect on the date before such adjustment.

v. Reconciliation of Payments. The monies paid at the one hundred seven (107%) rate shall count against the Adjusted Non-MAG Area Compensation which shall accrue from the date the Five-Year Adjusted Period commenced. If the Adjusted Non-MAG Area Compensation is more than the Non-MAG Area Compensation paid at the one hundred seven percent (107%) rate, Tenant shall immediately pay City the difference due from the date the Five-Year Adjustment Period commenced to the date the Adjusted Non-MAG Area Compensation is paid. If the Adjusted Non-MAG Area Compensation is less than the amount paid at the one hundred seven percent (107%) rate, Tenant shall be entitled to a credit against future sums owed to City under this Agreement. 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 thirty (30) days of a billing from City. If Tenant's payments are delinquent, a delinquency charge shall accrue at the rate provided in Item No. 270 of the Tariff (or its successor), currently consisting of simple interest of 1/30 of two percent (2%) of the invoice amount remaining unpaid each day."

11. Section 4(n). A new Section 4(n) hereby is added as follows:

"(n) Tariff Amendments Adopted by City. Subject to the provisions of Sections 4(c)(2), 4(c)(3) and 15, applicable Tariff rates payable by Tenant according to this Agreement are at all times subject to amendment, revision, modification, increase or reduction at the discretion of the Board of Harbor Commissioners with the approval of the City Council, given by adoption of an Ordinance. Any such Tariff amendment adopted by City shall become effective immediately when such Tariff change becomes final according to the provisions of City's Charter. Such Tariff amendments shall become applicable immediately as to all Tariff rates and charges payable by Tenant, and shall apply thereafter unless or until superseded by subsequent Tariff amendments.

Notwithstanding the foregoing, Tariff amendments described in this Section 4(n) adopted by City shall be applicable to Tenant only as of January 1, 2020, and provided such increase is implemented with regard to all container terminal tenants of City, commencing on January 1, 2020, any increase in the Tariff rate for Merchandise Not Otherwise Specified ("N.O.S. rate"), set forth in Tariff Item 550-[A]001, which increase is implemented with regard to all container terminal tenants of City, shall, upon the effective date of such increase, be immediately and automatically applicable to then current TEU rates, only, as follows. The

increase in the N.O.S. rate over the previous N.O.S. rate shall be expressed as a percentage. The first percent N.O.S. increase occurring on or after January 1, 2020 shall be reduced, but not below zero, by the Adjustment Factor and the percent CPI increase applied to TEU rates January 1, 2017. The resulting percentage, when positive, shall immediately be applied to increase TEU rates in effect on the effective date of the increase in the N.O.S. rate (rounded to the nearest cent). Any subsequent percent increase of the N.O.S. rate shall be reduced, but not below zero, by the sum of percentage increases of TEU rates (with each percentage calculation defined by 4(d)(5)(D)(ii)(AB)) since the effective date of the immediately previous N.O.S. increase. For example, if a 5% N.O.S. increase is adopted effective July 1, 2022 after an immediately prior 2% N.O.S. increase was adopted effective July 1, 2021 and, in the interim, TEU rates were increased 2.725% applied at the five year reset effective January 1, 2021, TEU rates would increase by (5.0% - 2.725%) = 2.275% effective July 1, 2022. Additional revenues resulting from TEU rates increased by such N.O.S. adjustments shall be included in the next evaluation of the 5-Year Period that may increase the Adjustment Factor. Any increase of TEU rates resulting from an N.O.S. increase shall not directly alter the then current Adjustment Factor. The N.O.S. rate as of the effective date of this Tenth Amendment is $6.25."

12. Section 10(b)(1). The opening phrase of the second full sentence of Section 10(b)(1), "Restoration," hereby is amended to read: "Provided that Tenant shall not be responsible for any pre-existing contamination on site or any contamination which occurred prior to Tenant's occupancy of the Premises (which occupancy for the MAG Area commenced on September 10, 1993 and for the Non-MAG Area commenced on April 24, 2001), Tenant shall leave the Premises, including all structures . . . ." The verbiage following such opening phrase of the second full sentence of Section 10 shall remain as set forth in the Permit as of its effective date.

13. No Changes Except as Stated Herein. Except as expressly amended herein, all remaining terms and conditions of Permit No. 733, as amended, shall remain unchanged.

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14. Effective Date. The effective date of this Tenth Amendment shall be upon execution by the Executive Director and Secretary of City's Board of Harbor Commissioners after approval of the City Council of the Resolution approving this Tenth Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Amendment to Permit No. 733 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

EAGLE MARINE SERVICES, LTD.

Dated: 2-8-17 By: _____
Gregory W. Tuthill, President and CEO EMS
(Print/Type Name and Title)

Attest: _____
Heather Spring, VP & General Counsel CMA CGM
(Print/Type Name and Title)

APPROVED AS TO FORM AND LEGALITY
_____, 2017
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
STEVEN Y. OTERA, Deputy