

SIXTH AMENDMENT TO PERMIT NO. 560
BETWEEN THE CITY OF LOS ANGELES AND
VOPAK TERMINAL LOS ANGELES INC.

THIS SIXTH AMENDMENT to Permit No. 560 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and VOPAK TERMINAL LOS ANGELES INC., formerly known as WILMINGTON LIQUID BULK TERMINAL INC. ("Tenant") as follows:

WHEREAS, the California State Lands Commission ("CSLC") identified the need for severe repairs to the wharf structure at Berths 187-190 in a Marine Oil Terminal Engineering and Maintenance Standards ("MOTEMS") audit dated May, 10 2013; and

WHEREAS, City and Tenant desire the completion of the severe repairs identified in the May 10, 2013 MOTEMS audit while minimizing business interruption during construction as well as to define the allocation of the costs and responsibilities related to making the severe repairs; and

WHEREAS, Tenant has indicated that Tenant's performance of the repairs would minimize business interruption in the short and long term by managing repairs according to its vessel schedules;

NOW, THEREFORE, the Permit is hereby amended as follows:

1. Subsection (b) of Section 4 is deleted in its entirety and in lieu thereof is a new subsection (b) which provides as follows:

"(b) Wharfage.

- (1) All wharfage due at the Premises shall be paid in accordance with the Tariff.
- (2) The City will temporarily waive wharfage payments due under subsection (b)(1) for Berths 187 through 190 only, for a period of thirty (30) months beginning upon the date of execution of this Amendment by Executive Director upon authorization of the Board.
- (3) Tenant will have eighteen (18) months to substantially complete the repairs described in subsection 8(a)(12) of this Agreement. Should the described repairs not be substantially complete before the lapse of eighteen months (18) months from the date of execution of this Amendment by Executive Director, Tenant shall pay to City any wharfage payments temporarily waived pursuant to subsection (b)(2) above less construction expenses for the subsection 8(a)(12) repairs that have already been paid,

and City will not waive further wharfage payments. Upon written request and a showing by Tenant of good cause (delay not caused by Tenant) for its failure to comply, Executive Director's approval of an extension of time under this subsection shall not be unreasonably withheld."

2. Subsection (a)(1) of Section 8 is deleted in its entirety and in lieu thereof is a new subsection (a)(1) which provides as follows:

"(1) Maintenance Performed by City at City's Expense (Except as Noted). Except as provided in subsections (a)(3), (a)(4), (a)(7), (a)(8) and (a)(12), City will maintain at its expense the roofs and exteriors of all buildings owned by City and the structural integrity of wharf structures as defined below and buildings owned by City except the Facilities. The 'wharf structure' for purposes of this subsection means the beams, girders, subsurface support slabs, bulkheads and prestressed concrete or wood piling, joists, pile caps and timber decking (except as noted below), and any and all mooring dolphins. The wharf structure does not include the paving, the surface condition of timber decking or the fendering system. City will maintain and repair at its expense all fire protection sprinkler systems, fire hydrant systems, standpipe systems, fire alarm systems, and other fire protective or extinguishing systems or appliances (portable fire extinguishers and hoses excluded) which have been or may be installed in buildings or structures City owns on the premises except the Facilities. City shall also perform at its expense all electrical substation and switchgear preventative maintenance."

3. Section 8 is amended by adding a new subsection (a)(12) which provides as follows:

"(a)(12) Severe Repair to Wharf Structure. Tenant shall be responsible for the repair of select severe and major defects in the existing wharf at Berths 187 through Berth 190, identified in the May 10, 2013 MOTEMS audit and outlined in the "Severe Repair" list attached herein as Exhibit "F" including expenses arising from or incidental to such repairs (e.g. asbestos abatement). Tenant alone shall control the repairs made pursuant to this subsection without unreasonable interference from the Port. Permits issued by the City related to the severe repairs described in this subsection shall not contain any unreasonable conditions or be unreasonably delayed or withheld. As of the date of execution of this Amendment by Executive Director upon authorization of the Board, Tenant shall be solely responsible for all maintenance and repair of the specific wharf structure areas directly affected by the repairs made pursuant to this subsection through the term of this Agreement."

Except as amended herein, all remaining terms and conditions of Agreement No. 560 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Fifth Amendment to Permit No. 560 on the date to the left of their signatures.

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

Dated: _____, 2018

By: _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

VOPAK TERMINAL LOS ANGELES INC.

Dated: June 30, 2018

By: _____

Michael LaCavera General Manager
(Type/Print Name and Title)

Attest: _____

Daniel Kra, Finance Manager
(Type/Print Name and Title)

APPROVED AS TO FORM AND LEGALITY

July 5, 2018

MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
JOHN T. DRISCOLL, Deputy City Attorney