

FIRST AMENDMENT TO AGREEMENT NO. 09-2770
BETWEEN THE CITY OF LOS ANGELES AND
VERSATILE ENERGY POWER SYSTEMS, INC.

THIS FIRST AMENDMENT to Agreement No. 09-2770 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 VERSATILE ENERGY POWER SYSTEMS, INC. ("Consultant") as follows:

1. Section IV is amended to read:

"IV. TERM OF THE MOA

Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by the Executive Director upon authorization of the Board and shall remain in full force for thirty (30) months.

GRANTEE is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

2. Section V.A is amended to read:

"V. COMPENSATION

A. For the satisfactory completion of the PROJECT, City shall reimburse GRANTEE an amount not-to-exceed FIVE HUNDRED THIRTY ONE THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS (\$531,378) as follows:

1. Two Hundred Four Thousand Nine Hundred Sixty Dollars (\$204,960) upon satisfactory completion of Task 1.
2. One Hundred Thirty Six Thousand Six Hundred Forty Dollars (\$136,640) upon satisfactory completion of Task 2.
3. Sixty Three Thousand Nine Hundred Thirty Eight Dollars (\$63,938) upon satisfactory completion of Task 3.
4. Seventeen Thousand One Hundred Sixty Dollars (\$17,160) upon satisfactory completion of Task 4.
5. Twenty Two Thousand Eight Hundred Eighty Dollars (\$22,880) upon satisfactory completion of Task 5.
6. Eleven Thousand Four Hundred Forty Dollars (\$11,440) upon satisfactory completion of Task 6.
7. Thirty Four Thousand Three Hundred Twenty Dollars (\$34,320) upon satisfactory completion of Task 7.
8. Seventeen Thousand One Hundred Sixty Dollars (\$17,160) upon satisfactory completion of Task 8.

9. Twenty Two Thousand Eight Hundred Eighty Dollars (\$22,880) upon satisfactory completion of Task 9.

3. Exhibit A is replaced in its entirety with Exhibit A-1, attached hereto.

Except as amended herein, all remaining terms and conditions of Agreement No. 09-2770 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 09-2770 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

VERSATILE ENERGY POWER
SYSTEMS, INC.

Dated: 11-03-2010

By: Cary Taylor
CARY Taylor CEO
(Print/type name and title)



Attest: Stacey K. Adams

Stacey K Adams, Notary
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
_____, 2010
CARMEN A. TRUTANICH, City Attorney

By _____
HEATHER M. McCLOSKEY, Deputy