

FIRST AMENDMENT TO PERMIT NO. 953  
BETWEEN THE CITY OF LOS ANGELES AND  
EVERGLADES COMPANY TERMINAL, INC.

THIS FIRST AMENDMENT to Permit No. 953 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 EVERGLADES COMPANY TERMINAL, INC., a Florida profit Corporation, Chemin Rieu 12-14, 1208 Geneva, Switzerland ("Tenant") as follows:

1. Subsection 3.2 is amended to read:

"3.2 Term. The Term of this Agreement shall be five (5) years, and shall commence on the Effective Date and expire on the 5th anniversary of the Effective Date ("Expiration Date"), unless sooner terminated in accordance with this Agreement."

2. Section 3 is amended by inserting a new subsection 3.3 to read:

"3.3 Holdover. Should Tenant remain in possession of all or any part of the Premises after the Expiration Date, with or without the express or implied consent of City, such occupancy shall be a "holdover" from month to month only, and not a renewal or an extension of this Agreement. In such holdover, which may be commenced upon written notice from Executive Director to Tenant, Rent or other monetary sums shall be payable in the amount, to be determined at the sole and absolute discretion of the Executive Director, up to one hundred fifty percent (150%) of the Rent payable for the last month of the unexpired Term, plus other charges payable hereunder. Such holdover shall be subject to every other provision, term and condition contained herein. Notwithstanding the foregoing, acceptance by City of Rent after such expiration or earlier termination, if any, shall not: (i) constitute a holdover, (ii) result in a renewal or extension of this Agreement, (iii) waive, alter or affect any provision of this Agreement, or (iv) waive, alter or affect any right of, or remedy available to, City, which rights and remedies expressly are reserved. Tenant shall be responsible for all damages incurred by City due to Tenant's holdover."

Except as amended herein, all remaining terms and conditions of Permit No. 953 shall remain in full force and effect.

Subject to the provisions of Charter Section 245, the effective date of this Amendment shall be the date of its execution by Executive Director upon authorization of the Board. Tenant is aware that the City Council, pursuant to Charter Section 245 of the City of Los Angeles, has the right to review this Amendment. Accordingly, in no event shall this Amendment become effective until after the expiration of the fifth Council meeting day after Board action, or the date of City Council's approval of the Amendment.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Permit No. 953 on the date to the left of their signatures.

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

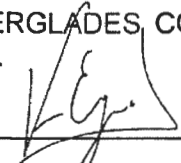
Dated: \_\_\_\_\_

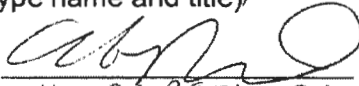
By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

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

Dated: 17 April 2023

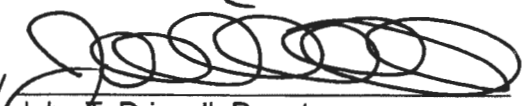
EVERGLADES COMPANY TERMINAL, INC.

By:   
Tom Van Eynde, President  
(Print/type name and title)

Attest:   
CARL - HENRY PIEL, DIRECTOR  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

9/18, 2023  
HYDEE FELDSTEIN SOTO, City Attorney  
Steven Y. Otera, General Counsel

By   
John T. Driscoll, Deputy

Rev. 12/21/22