

FIRST AMENDMENT TO AGREEMENT NO. 21-9815
BETWEEN THE CITY OF LOS ANGELES AND
VOPAK TERMINAL LOS ANGELES, INC.

THIS FIRST AMENDMENT to Agreement No. 21-9815 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. a California corporation, 401 Canal Street, Wilmington, CA 90744 ("Applicant") as follows:

1. Section 3.A. is amended to read:

"A. Subject to the provisions of Charter Section 245, the effective date of this Agreement ("Effective Date") shall be the date of its execution by the Executive Director following authorization of the Board. The term of this Agreement shall commence upon the Effective Date and, unless terminated earlier as provided herein, shall continue until five (5) years have lapsed from the Effective Date of this Agreement and, as it relates to Applicant's obligations under Section 7 of this Agreement, upon the expiration of all periods of legal challenge, litigation and appeal under applicable law of the Project Documents approved by City's Board."

2. Exhibit "A" ("Scope of Work and Estimated Budget") is removed in its entirety and replaced with Exhibit "A-1" ("Scope of Work and Estimated Budget") which is attached hereto and made a part hereof.

Except as amended herein, all remaining terms and conditions of Agreement No. 21-9815 shall remain in full force and effect.

Applicant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Amendment requires approval by City Council prior to becoming effective.

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(Signature Page Follows)

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 21-9815 on the date to the left of their signatures.

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

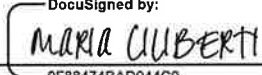
Dated: _____, 2024

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

VOPAK TERMINAL LOS ANGELES, INC.

Dated: 26-Jun-2024 | ~~12/24~~ CEST

By:  _____
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MARIA CILIBERTI President, Vopak US & Canada
(Print/type name and title)

By:  _____
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Hugo Teste Vice President, Legal & Compliance
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

6/27, 2024
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel


By  _____
JOHN T. DRISCOLL, Deputy

EXHIBIT A-1

SCOPE OF WORK AND ESTIMATED BUDGET

Consultant Scope and Cost

Port Consultants to prepare an environmental document, in compliance with the California Environmental Quality Act (CEQA), associated with MOTEMS located at Berths 187-190 and the construction and operation of a Cement Processing Facility at Berth 191.

- a. Preparation of project documents, including air quality, greenhouse gas, energy technical appendices, historical/cultural review, and compliance with CARB's At-Berth Regulation. Project management for preparation of project documents including but not limited to scheduling; coordinating data requests and analysis; setting up meetings; and reviewing technical analysis, response to comments, Board of Harbor Commission materials, and the project documents.

Estimated amount: **\$680,000**

Port Staff Scope and Cost

Port Staff to review and provide oversight of the MOTEMS at Berth 187-190 and Cement Processing Facility at Berth 191.

Estimated amount: **\$30,000**

Outside Costs

County Clerk Filing Fees, Advertising Fees

Estimated fee is \$12,000

United States Army Corps of Engineers Review

Estimated fee is \$18,000

Estimated amount: **\$30,000**

Total Estimated Cost: \$740,000

Note: The amount and/or allocation of costs between the Consultant and Port Staff and other estimated fees are subject to change. This estimate also does not include legal defense costs given the uncertainty of their nature and/or necessity as of the Effective Date. Should legal defense costs and fees become necessary, an estimate will be made available upon request.