FIRST AMENDMENT TO AGREEMENT NO. LMC-CA-_________________
BETWEEN THE CITY OF LOS ANGELES AND
(______________________________)

THIS FIRST AMENDMENT to Agreement No. LMC-CA-_________________
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 (______________________________)(“Concessionaire”) as follows:

1. Section II is amended to increase the term by one (1) year to a new term
of six (6) years, and shall be deleted and replaced with the following:

"II. TERM OF AGREEMENT
This Concession shall be effective for a term of six (6) years commencing
at 12:01 a.m. on October 1, 2008 and terminating at 12:00 midnight on
September 30, 2014."

2. Each of the following provisions are deleted in its entirety and shall be null
and void: Section III (d) Driver Hiring, Section III (f) Compliance with Truck Routes and
Parking Restrictions, and Section III (l) Placards.

3. The second sentence of Section I(b) is amended to delete the following
phrase “during the Transition Period (to the extent permitted in Section III (d) below)” so
that the amended language shall read as follows:

“Permitted Trucks may include Drayage Trucks leased or owned and
operated by Concessionaire (“Concessionaire’s Trucks”) or leased or
owned by contractor drivers and performing Drayage Service on behalf of
Concessionaire under the authority of this Concession (“Contractors’
Trucks”).”

4. The contractual remedy provisions of Schedule 4 – Default and
Termination are the only remedies to be applied by the City to enforce the Agreement,
and shall be enforced by the City only to the extent consistent with the decision of the
United States Supreme Court in the case, American Trucking Associations vs. City of
Los Angeles, et al., United States District Court Case No. 08-04920-CAS, United States
Court Of Appeals for the Ninth Circuit Case No. 10-56465 and U.S. Supreme Court
Case No. 11-798. Specifically, the Agreement contains no reference to criminal
penalties being applied to enforce the Agreement and there shall be no application of
criminal penalties implied from the Port of Los Angeles Tariff No. 4 for that purpose.

Except as amended herein, all remaining terms and conditions of Agreement No.
LMC-CA-_____________________ shall remain in full force and effect.
IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. LMC-CA-______________ 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

Dated: ____________________

(Concessionaire’s Name/Company Name)

By: ___________________________

(Print/type name and title)

Attest: ___________________________

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY, 2013

MICHAEL N. FEUER, City Attorney

By: ___________________________

, Deputy/Assistant