

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