

1 1.4 Operator is a wholly-owned subsidiary of ABM and desires to assume
2 and perform each and every obligation of ABM in and under the Agreement. The
3 Agreement authorizes ABM to transfer its right, title and interest under the Agreement to
4 an affiliate and by execution of this Second Amendment City consents to the transfer by
5 ABM to Operator.

6 1.5 The Operator desires that the City agree to further extend the term of
7 the Agreement and modify the Agreement in certain respects and the City is willing to do
8 so on the terms and conditions of this Second Amendment.

9 NOW, THEREFORE, the parties do hereby agree as follows:

10 2. TERM. The term of the Agreement shall be extended through April 30, 2009,
11 and shall thereafter continue on a month-to-month basis in accordance with the terms of
12 the Agreement.

13 3. OPTIONAL SERVICES AND USES. Subparagraph (B) of paragraph 4 shall
14 be and hereby is amended by adding a new sentence to the end of that subparagraph to
15 be and read as follows:

16 "City shall reimburse OPERATOR for providing such additional services
17 within thirty (30) days of the City's receipt and approval of an invoice from the
18 OPERATOR. Reimbursement shall be at a rate agreed to in writing between
19 the OPERATOR and the City."

20 4. COMPENSATION TO OPERATOR. The eleventh (11th) full paragraph of
21 paragraph 5 shall be and hereby is restated in its entirety to be and read as follows:

22 "City shall deduct the cost to repair or replace equipment damaged as a
23 result of the negligence or other conduct of the OPERATOR, its agents,
24 contractors or employees from any compensation or reimbursement due the
25 OPERATOR hereunder."

26 5. DAILY STAFFING SCHEDULE. Paragraph 6 shall be and hereby is
27 amended as follows:

28 1. A new sentence shall be and hereby is added following the last

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1 sentence of subparagraph 6(A)1 to be and read as follows:

2 "Unless and until the parties agree otherwise, monthly parking manager
3 hours in effect as of the date of this Second Amendment shall not be
4 increased or decreased by OPERATOR without the prior approval of the
5 Airport Manager."

6 2. A new sentence shall be and hereby is added following the last
7 sentence of subparagraph 6(B) to be and read as follows:

8 "Unless the parties agree otherwise in writing, OPERATOR shall be
9 reimbursed for providing such shuttle service at the rates set forth in
10 paragraph 5 above. Unless and until the parties agree otherwise, shuttle
11 driver hours in effect as of the date of this Second Amendment shall not be
12 increased or decreased by OPERATOR without the prior approval of the
13 Airport Manager."

14 6. RESPONSIBILITIES AND REQUIREMENTS OF OPERATOR. The following
15 amendments shall be and hereby are made to paragraph 8 of the Parking Agreement:

16 1. The word "reasonable" shall be and hereby is added between the
17 words "every" and "precaution" in line 1 of subparagraph 8(C) and the word "reasonably"
18 shall be and hereby is added between the words "to" and "insure" in line 2 of subparagraph
19 8(I).

20 2. A new sentence shall be and hereby is added to the end of
21 subparagraph 8(J) to be and read as follows:

22 "City shall reimburse the OPERATOR for expenses incurred by the
23 OPERATOR in making any such repairs and performing any such
24 maintenance within thirty (30) days of receipt and approval of an invoice from
25 the OPERATOR covering such expenses."

26 3. The second paragraph of subparagraph 8(L) shall be restated in its
27 entirety to be and read as follows:

28 "OPERATOR shall be in default under this Parking Agreement if

1 OPERATOR fails to perform any duty, requirement or responsibility of
2 OPERATOR hereunder, and such failure continues for a period of thirty (30)
3 days following receipt of written notice from the City. In such event, City may
4 impose a penalty of Two Hundred Fifty Dollars (\$250) per day for each day
5 OPERATOR remains in default or City may terminate this Parking
6 Agreement in accordance with the provisions of paragraph 21 below."

7 4. A new subparagraph "N" shall be and hereby is added to the Parking
8 Agreement to be and read as follows:

9 "N. OPERATOR currently coordinates its activities and operations at the
10 Airport from a trailer located near the Parking Facilities (the "Office"). As
11 soon as practicable, and in any event not later than two hundred
12 seventy (270) days from the effective date, OPERATOR shall at its sole cost
13 and expense remove the Office from its current location and shall construct
14 a new trailer facility ("New Office") at a location immediately outside the
15 northeast corner (east side) of the Parking Facilities. The location of the
16 New Office, and all specifications thereof, shall be subject to the prior review
17 and written approval of the City."

18 7. PARKING REVENUE COLLECTION. The phrase "but only to the extent that
19 any such loss, liability or expense is caused by the negligence, misconduct or other fault
20 of the OPERATOR, its agents, contractors or employees" shall be added after the word
21 "Manager" at the end of subparagraph 9(G).

22 8. MAINTENANCE OBLIGATIONS OF OPERATOR. Paragraph 12 shall be
23 and hereby is amended as follows:

24 A. A new subparagraph (J) shall be and hereby is added to Paragraph 12
25 to be and read as follows:

26 "J. For purposes of this paragraph 12, the term 'routine maintenance'
27 shall include those services listed and described in subparagraphs (B), (C),
28 (D), (E) and (F) above as well as any other activities required to be

1 performed to keep the Parking Facilities in a clean and sanitary condition.
2 All costs or expenses associated with the performance of routine
3 maintenance shall be borne by the OPERATOR. The City shall be
4 responsible for all costs and expenses associated with the performance by
5 the OPERATOR of all other required maintenance and repair work at the
6 Parking Facility. The City shall reimburse the OPERATOR for all such costs
7 and expenses within thirty (30) days of receipt and approval of an invoice
8 from the OPERATOR covering such costs and expenses. The foregoing to
9 the contrary notwithstanding, and except for emergency maintenance or
10 repairs required to protect the health, safety and welfare of users at the
11 Airport or the Parking facility, the OPERATOR shall obtain the written
12 approval of the Airport Manager before performing any such maintenance or
13 repair work. Except for emergency maintenance and repair work, no such
14 maintenance or repair work shall be performed by the OPERATOR until the
15 parties have agreed in writing on the rate at which the City shall reimburse
16 the OPERATOR. The OPERATOR shall be reimbursed for the actual costs
17 and expenses incurred by the OPERATOR in performing emergency
18 maintenance and repairs."

19 B. A new sentence shall be and hereby is added to the end of
20 subparagraph (A) to be and read as follows:

21 "In the event the OPERATOR reports such inherently or dangerous
22 conditions or defects to the Airport Manager, then the City agrees to hold the
23 OPERATOR harmless from and against any and all liability relating to such
24 condition."

25 C. The phrase "or other administrative and general expenses and other
26 indirect or overhead expenses" shall be added in the place and stead of the phrase "and
27 an administrative fee equal to twenty-five percent (25%) of the sum items" in subparagraph
28 (I).

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1 9. INDEMNIFICATION. A new sentence shall be and hereby is added to the
2 end of paragraph 11 to be and read as follows:

3 "OPERATOR's indemnity obligations under this paragraph 11 shall not
4 exceed \$1,000,000 in the aggregate, per occurrence."

5 10. INSURANCE. Paragraph 19 shall be and hereby is deleted in its entirety.
6 A new paragraph 19 shall be and hereby is added to the Agreement to be and read as
7 follows:

8 "19. INSURANCE. Concurrent with the execution of this Parking
9 Agreement, OPERATOR shall procure and maintain, at its cost, during the
10 term of this Parking Agreement and any extensions, renewals or holding over
11 thereof, from an insurer or insurers admitted in California or separately
12 having a minimum A.M. Best Co. financial security rating of or equivalent to
13 A:VIII, the coverages set out in this paragraph in the amounts specified or
14 in larger amounts if necessary to maintain equivalent coverage. Adjustment
15 of such insurance amount shall be required no more than once every three
16 years at the discretion of the City Risk Manager.

17 A. Commercial general (equivalent in coverage scope to ISO CG
18 00 01 10 93) and commercial automobile (equivalent in coverage scope to
19 ISO CA 00 02 06 92 covering Symbol 1) liability insurance, including
20 contractual coverage and garagekeepers legal liability. Said general liability
21 insurance shall be in an amount not less than Two Million Dollars
22 (\$2,000,000) per occurrence and in aggregate (garagekeepers' liability, if
23 sublimited, must be in an amount of at least Two Hundred Thousand Dollars
24 (\$200,000), and shall name City, its officials, employees and agents as
25 additional insureds with respect to liability arising from activities performed
26 by or on behalf of OPERATOR (on a form at least equivalent in coverage
27 scope to ISO CG 20 26 11 85). Said insurance shall be primary insurance
28 with respect to City and shall contain a cross liability endorsement. Said

1 automobile liability insurance shall be in an amount not less than One Million
2 Dollars (\$1,000,000) combined single limit and shall name City as additional
3 insured.

4 B. Workers' Compensation Insurance as required by the Labor
5 Code of the State of California, and employers' liability limits not less than
6 One Million Dollars (\$1,000,000) per injury or occupational illness.

7 C. Commercial Crime Insurance, including employee dishonesty,
8 in an amount not less than Five Hundred Thousand Dollars (\$500,000),
9 insuring against any loss which may result from the theft of money on or off
10 premises or the dishonesty or fraudulent acts of officers, directors or
11 employees of OPERATOR. This insurance shall include a loss payee
12 endorsement naming the City as an additional insured with respect to funds
13 held in trust for City.

14 D. Upon the execution of this Second Amendment, OPERATOR
15 shall deliver to Airport Manager certificates of insurance with original
16 endorsements evidencing the coverage required by the Parking Agreement.
17 The certificates and endorsements shall be signed by a person authorized
18 by the insurer to bind coverage on its behalf. City reserves the right to
19 require complete certified copies of all policies at any time.

20 E. Said insurance shall contain an endorsement requiring
21 thirty (30) days prior written notice from insurers to Airport Manager before
22 cancellation or change of coverage.

23 F. Said insurance may provide for such deductibles or self
24 insurance as may be acceptable to the City Risk Manager. In the event such
25 insurance does provide for deductibles or self insurance, OPERATOR
26 agrees that it will fully protect City, its officials, and employees in the same
27 manner as these interests would have been protected had a policy or
28 policies of commercial insurance been in effect.

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1 G. The procuring of said insurance shall not be construed as a
2 limitation on OPERATOR's liability or as full performance on OPERATOR's
3 part of the indemnification and hold harmless provisions of this Parking
4 Agreement; and OPERATOR understands and agrees that, notwithstanding
5 any insurance, OPERATOR's obligation to defend, indemnify and hold City,
6 its officers and employees harmless hereunder is for the full and total
7 amount of any damage, injuries, loss, expense, costs or liabilities caused by
8 the condition of the parking facilities or in any manner connected with, or
9 attributed to the acts or omissions of OPERATOR, its officers, agents,
10 contractors, employees, subtenants, licensees, patrons or visitors, or the
11 operations conducted by OPERATOR, or the OPERATOR's use, misuse or
12 neglect of the parking facilities.

13 H. Any modification or waiver of the insurance requirements
14 herein shall only be made with the written approval of the City Risk Manager
15 or designee."

16 11. TERMINATION BY CITY. A new subparagraph (D) shall be and hereby is
17 added to paragraph 21 to be and read as follows:

18 "D. Termination by OPERATOR. OPERATOR may terminate this Parking
19 Agreement without cause on ninety (90) days prior written notice to the City.
20 In the event that OPERATOR elects to terminate this Parking Agreement
21 prior to the expiration of its term, OPERATOR shall be paid all accrued but
22 unpaid compensation due hereunder within thirty (30) days of receipt an
23 approval by the City of an invoice from the OPERATOR."

24 12. PERFORMING OF COVENANTS. The phrase "within thirty (30) days of
25 written notice of such failure from the City" shall be added after the word "OPERATOR" in
26 line 8 of paragraph 37.

27 13. ASSUMPTION OF OBLIGATIONS. By executing this Second Amendment,
28 the Operator assumes and agrees to perform each and every obligation of ABM under the

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1 Agreement from and after the effective date.

2 14. FULL FORCE AND EFFECT. Except as modified by this Second
3 Amendment, all terms and conditions of the Agreement remain in full force and effect and
4 are hereby ratified and affirmed.

5 15. NOTICE. The address and person to whom notice to the Operator shall be
6 sent shall be and hereby is changed to the following address and person:

7 "Ampco System Parking, 18662 MacArthur Boulevard, Suite 456, Irvine,
8 California 92612 Attn: Regional Manager."

9 16. EFFECTIVE DATE. This Agreement shall be effective on the date of
10 execution by the City.

11 IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly
12 executed, in quadruplicate, with all the formalities required by law on the respective dates
13 set forth opposite their signatures.

14 AMPCO SYSTEM PARKING, INC.,
15 a California corporation

16 June 19, 2008

By Richard B. Kinross
17 President

Richard B. Kinross
(Type or Print Name)

18 July 19, 2008

By Janis B. Down
19 Secretary

Garry R. Edwert
(Type or Print Name)

20 CITY OF LONG BEACH, a municipal corporation

21 August 4, 2008

By [Signature] Assistant City Manager
22 City Manager

23 PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

24 This Second Amendment is approved as to form this 27 day of
25 June, 2008.

26 ROBERT E. SHANNON, City Attorney

27 By [Signature]
28 Deputy