

AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
THE REGIONAL TRANSIT AUTHORITY  
AND  
LABMAR FERRY SERVICES, LLC

This AMENDMENT is entered into by and between the Regional Transit Authority, represented by its Chief Executive Officer, Lona Hankins ("RTA"), and LabMar Ferry Services, LLC, represented by its President, John Peter Laborde ("Contractor"). RTA and the Contractor are sometimes each referred to as a "Party," and collectively as the "Parties." This Agreement is effective as of the date of execution by RTA (the "Effective Date").

WHEREAS:

On January 28, 2021, RTA and Contractor entered into an Agreement for Ferry Service Operations and Maintenance for Contractor to operate and maintain Ferry Service operating out of Facilities provided by RTA (the "Agreement"); and

RTA and Contractor, each having the authority to do so, desire to enter this Amendment to renew the Agreement;

NOW THEREFORE, the Parties amend the Agreement as follows:

1. **Extension.** The term of the Agreement as provided in Section 4 of the Agreement is extended for an additional one year, from January 1, 2026, through December 31, 2026.
2. **Compensation.** The compensation described in Section 5(b) of the Agreement is amended such that the Not to Exceed Amount for Year 6 of is \$10,525,778.
3. **Additional Miscellaneous Provisions.** The following terms and conditions are added to the Agreement:
  - a. **Non-Solicitation Statement.** Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.
  - b. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.

- c. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.
- d. Electronic Signature and Delivery. The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

**[SIGNATURES CONTAINED ON NEXT PAGE]**

**[The remainder of this page is intentionally left blank.]**

IN WITNESS WHEREOF, RTA and the Contractor, through their duly authorized representatives, execute this Amendment.

REGIONAL TRANSIT AUTHORITY

BY: \_\_\_\_\_  
LONA HANKINS, CHIEF EXECUTIVE OFFICER

Executed on this \_\_\_\_\_ of \_\_\_\_\_, 202\_\_

CONTRACTOR

BY: \_\_\_\_\_  
JOHN PETER LABORDE, PRESIDENT

\_\_\_\_\_  
FEDERAL TAX I.D.