

## AMENDMENT TO PRETREATMENT FACILITIES AGREEMENT

THIS FIRST AMENDMENT TO PRETREATMENT FACILITIES AGREEMENT (“Amendment”) is made and effective as of the 2nd day of August 2022 by and between the CITY OF BEAUMONT (“CITY”), a general law city, and Beaumont Juice, Inc., a California Corporation, dba PERRICONE JUICES (the “Owner”) in consideration of the mutual promises and purpose contained herein, the parties agree as follow:

### RECITALS

This First Amendment is made with respect to the following facts and purpose that the parties agree are true and correct:

A. On October 1<sup>st</sup>, 2019, the CITY and OWNER entered into that certain agreement entitled “PRETREATMENT FACILITIES AGREEMENT” (“Agreement”).

### AMENDMENT

**Section 1.1 Facilities Construction.** Owner agrees to construct the improvements and facilities described in the letter from Owner’s engineering firm, MKN & Associates, dated July 8, 2022, entitled Perricone Interim Agreement Extension in a good and workman-like manner according to the Implementation Schedule therein. The estimated cost of the design and construction of the Facilities is also identified in the Perricone Interim Agreement Extension Letter. The Owner shall provide for the design, engineering, and construction of the Facilities at its sole cost and expense as provided hereinafter.

**Section 1.9 Time for Completion.** The Owner agrees that this Agreement is for the benefit of the City and the Owner and, Therefore, the Owner represents that it shall complete the Facilities as provided in the Perricone Juices Request for Extension Letter expiring December 31, 2023 (“Project Implementation Schedule”).

**Section 2.4 Credit.** Owner shall be subject to the sewer rates requested which are to be set at \$3.24/HCF for the duration of July 1, 2022 through June 30, 2023 and a \$3.41/HCF rate for the period of July 1, 2023 through December 31, 2023.

The recitals to this Amendment are deemed incorporated herein by this reference. All other terms of the Agreement not expressly amended by this Amendment shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control.

[Signatures on following page]

SIGNATURE PAGE TO

CITY OF BEAUMONT  
FIRST AMENDMENT

CITY:

CITY OF BEAUMONT

By: \_\_\_\_\_  
Lloyd White, Mayor

CONTRACTOR:

PERRICONE JUICES

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Nicole Wheelwright, Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John O. Pinkney, City Attorney