

FIRST AMENDMENT TO PERMIT NO. 801
BETWEEN THE CITY OF LOS ANGELES AND
CALIFORNIA YACHT MARINA, L.P.

PERMIT NO. 801 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and CALIFORNIA YACHT MARINA, L.P. ("Tenant") on June 19, 2001, is amended a first time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this First Amendment to Permit No. 801 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of

Improvements at the Premises. Such Improvements must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii. Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 801 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Permit 801 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016


By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

CALIFORNIA YACHT MARINA—
BERTH 202, L.P., a California limited
partnership also known as CALIFORNIA
YACHT MARINA, L.P.

Dated: APRIL 4, 2016

By 
GERALD L. THOMAS

Its GERALD L. THOMAS, PRESIDENT
Type/Print Name and Title of Officer

Attest 

Its William B. Thomas VP/Treasurer
Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

, 2016

MICHAEL N. FEUER, City Attorney

Janna B. Sidley, General Counsel

By 
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO: _____

PORT OF LOS ANGELES USE ONLY

BILL TO: _____

ACCOUNT NO: _____

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-----------------|----------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ \$ _____ | 25% OR 5% | \$ _____ \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |
| SUBTOTAL | | | \$ _____ |
| Less: 'MONTHLY MINIMUM RENTAL' billed | | | _____ |
| BALANCE DUE: (subject to audit) | | | \$ _____ |

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

SECOND AMENDMENT TO PERMIT NO. 802
BETWEEN THE CITY OF LOS ANGELES AND
ISLAND YACHT ANCHORAGE, INC.

PERMIT NO. 802 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and ISLAND YACHT ANCHORAGE, INC. ("Tenant") on June 19, 2001, is amended a second time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this Second Amendment to Permit No. 802 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii. Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 802 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Permit 802 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

ISLAND YACHT ANCHORAGE, INC.,
a California corporation

Dated: 4/4, 2016

By 

Its STEPHEN ROLLINS, SECRETARY
Type/Print Name and Title of Officer

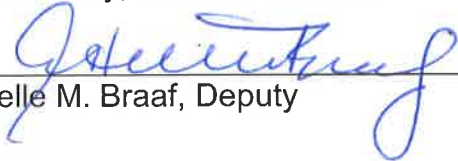
Attest Kathleen Williford

Its Kathleen Williford
Type/Print Name and Title of Officer

Assistant office manager
4-4-2016

APPROVED AS TO FORM AND LEGALITY

April 7, 2016
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By 
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO: _____

PORT OF LOS ANGELES USE ONLY

BILL TO: _____

ACCOUNT NO: _____

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-----------------|----------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ \$ _____ | 25% OR 5% | \$ _____ \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |

SUBTOTAL \$ _____

Less: 'MONTHLY MINIMUM RENTAL' billed _____

BALANCE DUE: (subject to audit) \$ _____

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

FIRST AMENDMENT TO PERMIT NO. 803
BETWEEN THE CITY OF LOS ANGELES AND
LIGHTHOUSE YACHT LANDING, INC.

PERMIT NO. 803 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and LIGHTHOUSE YACHT LANDING, INC. ("Tenant") on June 19, 2001, is amended a first time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this First Amendment to Permit No. 803 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 803 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Permit 803 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

LIGHTHOUSE YACHT LANDING, INC.,
a California corporation

Dated: 4-5-16 2016

By

Barbara R. Gleason
Its Barbara R. Gleason
Type/Print Name and Title of Officer

Attest

Ronald F. Gleason Pres
Its Ronald F. Gleason Pres
Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

April, 2016

MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By

Estelle M. Braaf
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO: _____

PORT OF LOS ANGELES USE ONLY

BILL TO: _____

ACCOUNT NO: _____

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-----------------|----------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ \$ _____ | 25% OR 5% | \$ _____ \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |
| SUBTOTAL | | | \$ _____ |
| Less: 'MONTHLY MINIMUM RENTAL' billed | | | _____ |
| BALANCE DUE: (subject to audit) | | | \$ _____ |

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

SECOND AMENDMENT TO PERMIT NO. 804
BETWEEN THE CITY OF LOS ANGELES AND
PEREL MARINAS, INC. dba PACIFIC YACHT LANDING

PERMIT NO. 804 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and PEREL MARINAS, INC. dba PACIFIC YACHT LANDING ("Tenant") on June 19, 2001, is amended a second time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this Second Amendment to Permit No. 804 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii.

Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 804 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Permit 804 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

PEREL MARINAS, INC., a California
corporation dba PACIFIC YACHT
LANDING

Dated: 4/2, 2016

By Robert Perel

Its ROBERT PEREL, PRESIDENT
Type/Print Name and Title of Officer

Attest Donna J. Ethington

Its DONNA J. ETHINGTON / BOOKKEEPER
Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

April 7, 2016

MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By Estelle M. Braaf
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO: _____

PORT OF LOS ANGELES USE ONLY

BILL TO: _____

ACCOUNT NO: _____

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-------------|-------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ | 25% | \$ _____ |
| | \$ _____ | OR 5% | \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |

SUBTOTAL

\$

Less: 'MONTHLY MINIMUM RENTAL' billed

BALANCE DUE: (subject to audit)

\$

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

FIRST AMENDMENT TO PERMIT NO. 805
BETWEEN THE CITY OF LOS ANGELES AND
CERRITOS YACHT ANCHORAGE, INC.

PERMIT NO. 805 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and CERRITOS YACHT ANCHORAGE, INC. ("Tenant") on June 10, 2003, is amended a first time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this First Amendment to Permit No. 805 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii. Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 805 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Permit 805 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

CERRITOS YACHT ANCHORAGE,
INC., a California corporation

Dated: 4/5/16, 2016

By

Its

Type/Print Name and Title of Officer

Attest

Its

Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

April 7, 2016
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By

Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO:

PORT OF LOS ANGELES USE ONLY

BILL TO:

ACCOUNT NO:

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-----------------|----------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ \$ _____ | 25% OR 5% | \$ _____ \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |

SUBTOTAL

\$

Less: 'MONTHLY MINIMUM RENTAL' billed

BALANCE DUE: (subject to audit)

\$

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

SECOND AMENDMENT TO PERMIT NO. 806
BETWEEN THE CITY OF LOS ANGELES AND
YACHT HAVEN MARINA, INC.

PERMIT NO. 806 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and YACHT HAVEN MARINA, INC. ("Tenant") on June 19, 2001, is amended a second time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this Second Amendment to Permit No. 806 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii. Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 806 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Permit 806 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

YACHT HAVEN MARINA, INC.,
a California corporation

Dated: 4-1, 2016

By 

Its Tony Duni, Pres.
Type/Print Name and Title of Officer

Attest 

Its Sarah Duni, Manager
Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

April 7, 2016
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By 
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO:

PORT OF LOS ANGELES USE ONLY

BILL TO:

ACCOUNT NO:

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-----------------|----------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ \$ _____ | 25% OR 5% | \$ _____ \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |

SUBTOTAL

Less: 'MONTHLY MINIMUM RENTAL' billed

BALANCE DUE: (subject to audit)

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

SECOND AMENDMENT TO PERMIT NO. 807
BETWEEN THE CITY OF LOS ANGELES AND
YACHT CENTRE, INC.

PERMIT NO. 807 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and YACHT CENTRE, INC. ("Tenant") on June 19, 2001, is amended a second time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this Second Amendment to Permit No. 807 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii. Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 807 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Permit 807 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

YACHT CENTRE, INC.,
a California corporation

Dated: 4/5, 2016

By

Warren P Newmar
Type/Print Name and Title of Officer

Attest

Ann Nicotera
Its Annwle Nicotera
Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

April 7, 2016
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By

Estelle M. Braaf
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO:

PORT OF LOS ANGELES USE ONLY

BILL TO:

ACCOUNT NO:

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-----------------|-------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ | 25% OR 5% | \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |
| SUBTOTAL | | | \$ _____ |
| Less: 'MONTHLY MINIMUM RENTAL' billed | | | _____ |
| BALANCE DUE: (subject to audit) | | | \$ _____ |

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

SECOND AMENDMENT TO PERMIT NO. 808
BETWEEN THE CITY OF LOS ANGELES AND
MARINA VENTURES PARTNERSHIP dba HOLIDAY HARBOR - WILMINGTON

PERMIT NO. 808 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and MARINA VENTURES PARTNERSHIP dba HOLIDAY HARBOR - WILMINGTON ("Tenant") on June 19, 2001, is amended a second time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this Second Amendment to Permit No. 808 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii. Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 808 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Permit 808 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

MARINA VENTURES PARTNERSHIP
dba HOLIDAY HARBOR -
WILMINGTON

Dated: 4/5, 2016


By 

Its KRIS L. KAZARIAN, President
Type/Print Name and Title of
Officer/General Partner

Attest 

Its JEFF KAZARIAN V.P.
Type/Print Name and Title of
Officer/General Partner

APPROVED AS TO FORM AND LEGALITY

, 2016
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By 
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO:

PORT OF LOS ANGELES USE ONLY

BILL TO:

ACCOUNT NO:

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-------------|-------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ | 25% | \$ _____ |
| | \$ _____ | OR 5% | \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |

SUBTOTAL

Less: 'MONTHLY MINIMUM RENTAL' billed

BALANCE DUE: (subject to audit)

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A

SECOND AMENDMENT TO PERMIT NO. 825
BETWEEN THE CITY OF LOS ANGELES AND
ISLAND YACHT ANCHORAGE, INC.,

PERMIT NO. 825 ("Permit") entered into by and between the CITY OF LOS ANGELES ("City") acting by and through its Board of Harbor Commissioners ("Board") and ISLAND YACHT ANCHORAGE, INC. ("Tenant") on June 19, 2001, is amended a second time, with respect to the following:

WHEREAS, the Permit requires Tenant to pay fixed minimum monthly rent and percentage rent under circumstances as more particularly described in Section 4 of the Permit;

WHEREAS, City and Tenant have agreed that twenty-five percent (25%) of Tenant's slip rental payment from monthly gross receipts shall be set aside in the form of a credit for the purpose of establishing an "Improvements Set Aside Account" to be utilized by Tenant as a credit toward the offset of certain "Improvements" (as defined below), on the terms and conditions as provided in the Amendment.

WHEREFORE, City and Tenant enter into this Second Amendment to Permit No. 825 on the below terms and conditions.

AMENDMENT

1. Section 4 of the Permit is amended by adding subsection (m) as follows:

"(m) Improvements Set Aside Account: An "Improvements Set Aside Account" shall be established as follows:

- i. Establishment of Improvements Set Aside Account. City shall establish an "Improvements Set Aside Account" by setting aside in the form of a credit an amount equal to twenty-five percent (25%) of Tenant's percentage rent calculation on item 2 of the monthly gross receipts report (which gross receipts report shall be in substantial form as the Gross Receipts Report attached hereto as Attachment "A" or as may be updated by City) which provides the calculations and amount due from gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage effective November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
- ii. Use of Improvement Set Aside Account credits: Credits in the Improvements Set Aside Account shall only be used as credit toward the funding of Improvements at the Premises. Such Improvements

must be pre-approved in accordance with the requirements of this First Amendment and the Permit. Improvements shall include the following: contract labor, construction contracts, materials, parts and equipment for permanent facility improvements and deferred maintenance projects ("Improvements").

iii. Procedure:

The following are requirements to use credits in the Improvement Set Aside Account:

1) Tenant must have each proposed Improvements project pre-approved by the City by submitting to the Waterfront & Commercial Real Estate Division (or, if applicable, its successor division) a description of such proposed Improvements project on a "Quarterly Improvements List" prior to the end of a calendar quarter. City shall have twenty (20) business (per City calendar) days to consider and approve or deny the proposed Improvements project(s) contained in the Quarterly Improvements List. If the Improvements project is approved by City, Tenant shall proceed to obtain all permits required under the Permit and any and all other permits and approvals including but not limited to complying with the requirements of the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), and the California Coastal Act, as applicable.

2) When the Improvements project is complete Tenant shall submit a rent credit request ("Credit Request") at least thirty (30) days prior to the end of the current calendar quarter consisting of a detailed breakdown of the Improvements cost with proof of payment including contractor's receipts, contracts, photos of the completed Improvements and lien releases and any other evidence reasonably requested by City. City reserves the right to inspect the Improvements project before approval of the Credit Request. City shall have 20 [City] business days to consider and approve or deny the Credit Request.

(3) Upon approval of the Credit Request, Tenant will be able to apply the credits in the improvements Set Aside Account against Compensation payable to City under the Permit as it comes due.

4) Tenant cannot be in breach or default, monetary or non-monetary, to receive approval of an Improvement project, an approval of a Credit Request, or payment from the Improvements Set Aside Account, with the exception of Section 7, Improvements of the Permit.

5) Any credits remaining in the Improvements Set Aside Account at the end of the term of this Agreement that are not subject to an approved or submitted Quarterly Improvements List (which is then approved) shall remain with City's Harbor Department.

2. The term of this Amendment is five years from its effective date which shall be the date that this Amendment is fully executed after all required City approvals are received.
3. Except as amended herein, all remaining terms and conditions of Permit No. 825 remain the same. This Amendment does not imply an extension or renewal of the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Permit 825 on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____, 2016

By _____
Executive Director

Attest _____
Board Secretary

[signatures continued on next page]

ISLAND YACHT ANCHORAGE, INC.,
a California corporation

Dated: 4/4, 2016

By 


Its STEPHEN TOLLINS SECRETARY
Type/Print Name and Title of Officer

Attest Kathleen Williford

Its Kathleen Williford
Type/Print Name and Title of Officer

Assistant office manager
4-4-2016

APPROVED AS TO FORM AND LEGALITY

, 2016
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By 
Estelle M. Braaf, Deputy

PORT OF LOS ANGELES
P.O. Box 514300, Los Angeles, CA 90051-4300
GROSS RECEIPTS REPORT

CUSTOMER NO:

PORT OF LOS ANGELES USE ONLY

BILL TO:

ACCOUNT NO:

INVOICE NO: _____

Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreational vessel marina and related uses, including dry storage of vessels and for incidental purposes. This is per the terms of
Enclosed is our check for the amount due.

For the month of _____

| <u>Item</u> | <u>Gross Receipts</u> | <u>%Due</u> | <u>Amount Due</u> |
|--|-----------------------|-----------------|----------------------|
| 1. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from November 1, 1995 to October 31, 2001 (six-year period). | \$ _____ | 22.5% | \$ _____ |
| 2. Gross receipts received or earned from recreational vessel berthing, anchorage, and vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period). | \$ _____ | 20% | \$ _____ |
| 3. Gross receipts received or earned from locker and storage rental | \$ _____ | 10% | \$ _____ |
| 4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00 | \$ _____ | 10%/\$150 | \$ _____ |
| 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. | \$ _____ | 10%/\$150 | \$ _____ |
| 6. Gross income from food sales | \$ _____ | 3.5% | \$ _____ |
| 7. Gross retail sales | \$ _____ | 3% | \$ _____ |
| 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater | \$ _____ | 10%/\$150 | \$ _____ |
| 9. Any commission or other compensation paid to Tenant for the right to install or operate vending, service, or game machines or devices, including telephones, OR Gross income from any machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant | \$ _____ \$ _____ | 25% OR 5% | \$ _____ \$ _____ |
| 10. Gross receipts received from all other activities | \$ _____ | 5% | \$ _____ |
| SUBTOTAL | | | \$ _____ |
| Less: 'MONTHLY MINIMUM RENTAL' billed | | | \$ _____ |
| BALANCE DUE: (subject to audit) | | | \$ _____ |

I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit

Date: _____

Authorized signature

Note: Please forward two (2) copies of this report, plus payment, on or before the 15th day after the close of each month.

Attachment A