# 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) <u>Improvements Set Aside Account</u>: An "Improvements Set Aside Account" shall be established as follows:
    - Establishment of Improvements Set Aside Account. i. 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, and vessel dry storage effective anchorage, November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
    - ii. <u>Use of Improvement Set Aside Account credits:</u>
      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.

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.

(3) Upon approval of the Credit Request,

- 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	ByExecutive Director
		Attest
8		Board Secretary

Detects 400 1/ 2016	BERTH 202, L.P., a California limited partnership also known as CALIFORNIA YACHT MARINA, L.P.
Dated: <u>APLIL 4</u> , 2016	By GERALD L. I HOMAS
	Type/Print Name and Title of Officer
	Attest Sauce Rath
	Its willow 3 Thomas Vet Type/Print Name and Title of Officer

CALIFORNIA YACHT

MARINA—

3. Gross receipts received or earned from locker and storage rental \$	CU	STOMER NO: PORT	OF LOS ANGEL	ES USE	ONLY
Transmitted herewith, in duplicate, is our monthly gross receipt report from the construction, operation and maintenance of a facility for recreat 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	BII	L TO: ACCO	JNT NO:		
For the month of		°a sae ng, ,	CE NO:		k
Item 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). 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). 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 \$ 5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. \$ 6. Gross income from food sales \$ 7. Gross retail sales \$ 8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater 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 10. Gross receipts received from all other activities \$  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	vess	el marina and related uses, including dry storage of vessels and for incidental purposes. This	ation and maintenands per the terms of	ce of a fac	ility for recreational
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).  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).  3. Gross receipts received or earned from locker and storage rental  4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00  5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. \$  6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  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	For	the month of		22222	
vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period).  \$ 20% \$	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			
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\% \$ 5 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 \$ 5\% \$ \$ 10. Gross receipts received from all other activities \$ 5 5 \$ \$ 10. Gross receipts received from all other activities \$ 5 5 \$ \$ 10. Gross receipts received from all other activities \$ 5 5 \$ \$ 10. Gross receipts (subject to audit) \$ 10. Hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit	2.	vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005	\$	20%	\$
whichever is greater, 10% or \$150.00  Sent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. \$10\%\\$150 \$\$  Gross income from food sales  Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  Substitute  Su	3.	Gross receipts received or earned from locker and storage rental	\$	10%	\$
6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  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	4.		\$	10%/\$150	) \$
7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  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	5.	Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater	: \$	10%/\$150	\$
8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  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	6.	Gross income from food sales	\$	3.5%	\$
whichever is greater  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  10. Gross receipts received from all other activities  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	7.	Gross retail sales	\$	3%	\$
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  10. Gross receipts received from all other activities  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	8.		\$	10%/\$150	\$
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	9.	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		OR	\$ \$
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	10.	Gross receipts received from all other activities	\$	5%	\$
I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit	Les				\$
	ВА	LANCE DUE: (subject to audit)		57	\$
Date:Authorized signature		NV+2	the terms of Permi	it	12.7 35

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

## 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.

### <u>AMENDMENT</u>

- 1. Section 4 of the Permit is amended by adding subsection (m) as follows:
  - "(m) <u>Improvements Set Aside Account</u>: An "Improvements Set Aside Account" shall be established as follows:
    - Establishment of Improvements Set Aside Account. i. 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 November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
    - ii. <u>Use of Improvement Set Aside Account credits:</u> 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	ByExecutive Director
		Attest
		Board Secretary

Dated: 4/4, 2016	Its Stephen Politicer  Type/Print Name and Title of Officer
	Attest Kathleen Williford
	Type/Print Name and Title of Officer
	Assistant office manager 4-4-2011
	4-4-2011
APPROVED AS TO FORM AND LEGALITY	

Estelle M. Braaf, Deputy

ISLAND YACHT ANCHORAGE, INC., a California corporation

CU	STOMER NO:	ORT OF LOS ANGEL	ES USE ONLY
BII	L TO:	CCOUNT NO:	W-
	IN	VOICE NO:	*
ves	nsmitted herewith, in duplicate, is our monthly gross receipt report from the construction, sel marina and related uses, including dry storage of vessels and for incidental purposes. losed is our check for the amount due.	operation and maintenand This is per the terms of	ce of a facility for recreational
For	the month of	e.	
	Item	Gross Receipts	%Due Amount Due
1.	Gross receipts received or earned from recreational vessel berthing, anchorage, vessel dry storage for each month from November 1, 1995 to October 31, 200 (six-year period).	1	22.5% \$
2.	Gross receipts received or earned from recreational vessel berthing, anchorage, vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period).	and \$	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 gr	eater. \$	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 \$15 whichever is greater	0.00,	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, Gross income from any machines or devices owned, leased or rented by Tenant sublessee(s) of Tenant	OR \$	25% \$ OR 5% \$
10.	Gross receipts received from all other activities	\$_1	5% \$
Les	SUBTOTAL s: 'MONTHLY MINIMUM RENTAL" billed	*	\$
BA	LANCE DUE: (subject to audit)		\$
I he	creby certify that the foregoing is a true and correct statement of gross receipts u	nder the terms of Permi	it
	Sec 2		*
Dat	e: Authorized signature		

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

# 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:
    - 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. <u>Use of Improvement Set Aside Account credits:</u>
      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

Dated: 4-5-16 2016

Its BARBARA R. Cleasor
Type/Print Name and Title of Officer

Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

. 2016

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

Ву \_\_\_(

Estelle M. Braaf, Deputy

GROSS RECEIPTS REPORT PORT OF LOS ANGELES USE ONLY CUSTOMER NO: ACCOUNT NO: BILL TO: 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 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 22.5% \$ (six-year period). 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 20% (four-year period). 10% Gross receipts received or earned from locker and storage rental Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, 10%/\$150 \$ whichever is greater, 10% or \$150.00 Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. \$\_\_\_\_\_ 10%/\$150 \$ 3.5% Gross income from food sales 3% Gross retail sales Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, 10%/\$150 \$ whichever is greater 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 25% Gross income from any machines or devices owned, leased or rented by Tenant or OR 5% sublessee(s) of Tenant 5% 10. Gross receipts received from all other activities 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

thotopy ecterly that the fologome is a day and correct statement of Section 1997

Date: \_\_\_\_\_\_Authorized signature

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

# 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:
    - 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. <u>Use of Improvement Set Aside Account credits:</u>
      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.

E CITY OF LOS ANGELES, by its ard of Harbor Commissioners	
By Executive Director	
est	
Board Secretary	

Dated: 4/2, 2016	By Robert Rend
	Its <u>Robert PEREC</u> , <u>Meson</u> Type/Print Name and Title of Officer
	Attest Downs & Sthington
	Its Down J ETHIN CTON / S. Type/Print Name and Title of Officer
APPROVED AS TO FORM AND LEGALITY	

Janna B. Sidley, General Counsel

Estelle M. Braaf, Deputy

LANDING

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

GROSS RECEIPTS REPORT

CU	STOMER NO: PORT	OF LOS ANGEL	ES USE	ONLY
BILL TO: ACCOUN		UNT NO:		
	INVOI	CE NO:		8
ves	nsmitted herewith, in duplicate, is our monthly gross receipt report from the construction, oper sel marina and related uses, including dry storage of vessels and for incidental purposes. This closed is our check for the amount due.	ation and maintenan is per the terms of	ce of a fac	ility for recreational
For	the month of			
10.			0/ D	
1.	Item Gross receipts received or earned from recreational vessel berthing, anchorage, and	Gross Receipts	%Due	Amount Due
	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	r. \$	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	ዊ	25%	\$
	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	¢	OR 5%	\$
10	sublessee(s) of Tenant	\$ \$, '	5%	\$
10.	Gross receipts received from all other activities	Φ,	370	\$
Les	SUBTOTAL ss: 'MONTHLY MINIMUM RENTAL" billed			-
ВА	LANCE DUE: (subject to audit)			\$
I he	creby certify that the foregoing is a true and correct statement of gross receipts under	the terms of Perm	it	-
	1005/cm			*
Dat	e:Authorized signature			

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

# 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.

### <u>AMENDMENT</u>

- 1. Section 4 of the Permit is amended by adding subsection (m) as follows:
  - "(m) <u>Improvements Set Aside Account</u>: An "Improvements Set Aside Account" shall be established as follows:
    - 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. <u>Use of Improvement Set Aside Account credits:</u>
      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,
- 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		

Dated:	4/5/10	, 2016

CERRITOS YACHT ANCHORAGE, INC., a California corporation

Ву

Type/Print Name and Title of Officer

Attest

lts\_\_

Type/Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

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

By\_

Estelle M. Braaf, Deputy

CU	STOMER NO: PORT	OF LOS ANGEL	ES USE	ONLY
BII	BILL TO: ACCOUNT NO:			
	INVOI	CE NO:		×.
ves	nsmitted herewith, in duplicate, is our monthly gross receipt report from the construction, oper sel marina and related uses, including dry storage of vessels and for incidental purposes. This closed is our check for the amount due.	ation and maintenands per the terms of	ce of a fac	ility for recreational
Foi	the month of			
1.	Item  Gross receipts received or earned from recreational vessel berthing, anchorage, and	Gross Receipts	%Due	Amount Due
	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	r. \$	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	3
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%	\$
Les	SUBTOTAL ss: 'MONTHLY MINIMUM RENTAL" billed			\$
ВА	LANCE DUE: (subject to audit)			\$
I h	ereby certify that the foregoing is a true and correct statement of gross receipts under	the terms of Permi	it	10
	Mine V			2:
Dat	e: 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.

# 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.

### <u>AMENDMENT</u>

- 1. Section 4 of the Permit is amended by adding subsection (m) as follows:
  - "(m) <u>Improvements Set Aside Account</u>: 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. <u>Use of Improvement Set Aside Account credits:</u>
      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.

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

(3) Upon approval of the Credit Request,

- 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	ByExecutive Director
		Attest
		Board Secretary

a California corporation

Attest

YACHT HAVEN MARINA, INC.,

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

APPROVED AS TO FORM AND LEGALITY

, 2016

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

Estelle M. Braaf, Deputy

BILL TO:  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  Item  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).  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).  3. Gross receipts received or earned from locker and storage rental  4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00  5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater.  6. Gross income from food sales  7. Gross income from food sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater.  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 my machines or devices owned, leased or rented by Tenant or sublessee(s) of Tenant  10. Gross receipts received from all other activities  SUBTOTAL	CU	STOMER NO:	ORT	F LOS ANGEL	ES USE	ONLY
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.    Item	BII	35 10.	CCOU	NT NO:		ş)
For the month of		IN				
Item 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).  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).  3. Gross receipts received or earned from locker and storage rental  4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00  5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater.  6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  SUBTOTAL  Gross receipts received from all other activities  SUBTOTAL	ves	sel marina and related uses, including dry storage of vessels and for incidental purposes.	n, operat	tion and maintenand per the terms of	ce of a faci	lity for recreational
Item 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).  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).  3. Gross receipts received or earned from locker and storage rental  4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00  5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater.  6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  SUBTOTAL  Gross receipts received from all other activities  SUBTOTAL		- ×				
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).  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).  3. Gross receipts received or earned from locker and storage rental  4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00  5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. \$  6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  SUBTOTAL	For	the month of				3
(six-year period).  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).  3. Gross receipts received or earned from locker and storage rental  4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00  5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. \$  10%/\$150 \$  6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  SUBTOTAL  SUBTOTAL	1.	Gross receipts received or earned from recreational vessel berthing, anchorage,	e, and	Gross Receipts	%Due	Amount Due
vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period).  \$ 20% \$			001	\$	22.5%	\$
4. Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00  5. Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is greater. \$  10%/\$150 \$  6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  SUBTOTAL	2.	vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005	e, and	\$	20%	\$
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  10. Gross receipts received from all other activities  \$ \frac{1}{5}\% \\$  \$ \frac{5}{5}\% \\$  SUBTOTAL	3.	Gross receipts received or earned from locker and storage rental		\$	10%	\$
6. Gross income from food sales  7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  \$\frac{3.5\%}{5} \frac{\$\frac{1}{5}\%}{5} \frac{1}{5}\%}{5} \frac{\$\frac{1}{5}\%}{5} \frac{1}{5}\%}{5} \$	4.			\$	10%/\$150	\$
7. Gross retail sales  8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  \$\frac{3\%}{5\mathrm{0}} \frac{10\%}{5\mathrm{0}} \frac{5\%}{5\mathrm{0}} 5	5.	Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is gr	reater.	\$	10%/\$150	\$
8. Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$150.00, whichever is greater  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  10. Gross receipts received from all other activities  \$\frac{10\%}{5\%} \frac{5\%}{5\%} \frac{5\%}{5\%	6.	Gross income from food sales		\$	3.5%	\$
whichever is greater  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  10. Gross receipts received from all other activities  SUBTOTAL  \$ 10\%/\$150 \$	7.	Gross retail sales		\$	3%	\$
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  10. Gross receipts received from all other activities  SUBTOTAL  \$ 25% \$	8.		50.00,	\$	10%/\$150	\$
SUBTOTAL	9.	operate vending, service, or game machines or devices, including telephones, Gross income from any machines or devices owned, leased or rented by Tenan	, OR	\$ \$	OR	\$ \$
SUBTUTAL	10.	Gross receipts received from all other activities	10	\$ <u>. /</u>	5%	\$
Less: 'MONTHLY MINIMUM RENTAL" billed	Les	SUBTOTAL s: 'MONTHLY MINIMUM RENTAL" billed				\$
BALANCE DUE: (subject to audit)	ВА	LANCE DUE: (subject to audit)				\$
I hereby certify that the foregoing is a true and correct statement of gross receipts under the terms of Permit	I he	reby certify that the foregoing is a true and correct statement of gross receipts u	under tl	ne terms of Permi	t	3
Date		6				ê

Authorized signature

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

## 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.

### <u>AMENDMENT</u>

- 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:
    - Establishment of Improvements Set Aside Account. i. 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 November 1, 2015. (No more than one Quarterly Improvements List may be submitted per quarter.)
    - ii. <u>Use of Improvement Set Aside Account credits</u>: 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	ByExecutive Director
я	Attest
	Board Secretary

	a California corporation
Dated: 4/5 , 2016	By DMA HAMA
	Its Warren Pnewer
	Type/Print Name and Title of Office
	Attest Um Nicoles
	Its Annie Nicotera
-	Type/Print Name and Title of Office

YACHT CENTRE, INC.,

	GROSS RECEIPTS REPORT				
CU	STOMER NO: PC	ORT (	OF LOS ANGEL	ES USE	ONLY
BIL	L TO:	CCOU	NT NO:		
					3
	IN	IVOIC	E NO:		
vess	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>		Gross Receipts	%Due	Amount Due
1.	Gross receipts received or earned from recreational vessel berthing, anchorage, vessel dry storage for each month from November 1, 1995 to October 31, 200 (six-year period).	, and )1	\$	22.5%	\$
2.	Gross receipts received or earned from recreational vessel berthing, anchorage, vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period).	, and	\$	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 gr	eater.	\$	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 \$15 whichever is greater	50.00,	\$	10%/\$150	\$
9.	Any commission or other compensation paid to Tenant for the right to install o		S	25%	\$
Gross income from any machines or devices owned, leased or rented by Tenant or		\$	OR 5%	<b>S</b>	
10.	Gross receipts received from all other activities		\$ . /	5%	\$
	SUBTOTAL s: 'MONTHLY MINIMUM RENTAL" billed	×			\$
	LANCE 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 15<sup>th</sup> day after the close of each month.

# 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.

### <u>AMENDMENT</u>

- 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:
    - 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. <u>Use of Improvement Set Aside Account credits:</u>
      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 Board of Harbor Commissioners	its
, 2016	×	ByExecutive Director	
		Attest	
		Board Secretary	
	, 2016	, 2016	Board of Harbor Commissioners , 2016  By Executive Director  Attest

	WILMINGTON
Dated: 4/5 , 2016	Its Keis L KAZARIAN President Type/Print Name and Title of Officer/General Partner
	Attest Jeff Kanian
	Its Jeff Kazariam V. P. Type/Print Name and Title of Officer/General Partner
APPROVED AS TO FORM AND LEGALITY	
MICHAEL N. FEUER, City Attorney Janna B. Sidley, General Counsel	

Estelle M. Braaf, Deputy

MARINA VENTURES PARTNERSHIP

CUSTOMER NO:	PORT OF LOS ANGEI	ES USE	ONLY
FILL TO:	ACCOUNT NO:		
0 0 0			N.
	NVOICE NO:		
ransmitted herewith, in duplicate, is our monthly gross receipt report from the construction essel marina and related uses, including dry storage of vessels and for incidental purposes inclosed is our check for the amount due.	n, operation and maintenant. This is per the terms of	ce of a fac	ility for recreation
2 2 2 E			
or the month of			8
<u>Item</u>	Gross Receipts	%Due	Amount Due
Gross receipts received or earned from recreational vessel berthing, anchorage vessel dry storage for each month from November 1, 1995 to October 31, 20	e, and 101		
(six-year period).	\$	22.5%	\$
Gross receipts received or earned from recreational vessel berthing, anchorage	e. and	47	
vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005		2001	m.
(four-year period).	\$	20%	\$
Gross receipts received or earned from locker and storage rental	\$	10%	\$
Rent paid to tenant by yacht/boat brokers for new and used yacht/boat sales, whichever is greater, 10% or \$150.00	\$	10%/\$150	\$
Rent paid to Tenant by insurance brokerages, 10% or \$150.00 whichever is g	greater. \$	10%/\$150	\$
Gross income from food sales	\$	3.5%	\$
Gross retail sales	\$	3%	\$
Rent paid to Tenant by sublessee(s) for yacht/boat chandlery sales, 10% or \$1 whichever is greater	\$	10%/\$150	\$
Any commission or other compensation paid to Tenant for the right to install	or OP *	25%	\$
operate vending, service, or game machines or devices, including telephones, Gross income from any machines or devices owned, leased or rented by Tena	nt or	OR	Ψ
sublessee(s) of Tenant	\$	5%	\$
). Gross receipts received from all other activities	\$_ /	5%	\$
SUBTOTAL  SUBTOTAL " billed	===		\$
ess: 'MONTHLY MINIMUM RENTAL" billed			
ALANCE DUE: (subject to audit)			\$
hereby certify that the foregoing is a true and correct statement of gross receipts	under the terms of Perm	it	8
***			

Authorized signature

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

Date:

## 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) <u>Improvements Set Aside Account</u>: An "Improvements Set Aside Account" shall be established as follows:
    - 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. <u>Use of Improvement Set Aside Account credits:</u>
      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	ByExecutive Director
	Attest
	Board Secretary

Dated: 4/4, 2016	By Alm Holling
	Its STEPHEN TOLLING SECRETARY Type/Print Name and Title of Officer
OK.	Attest Karhlen Willfred
	Its Kathleen Williford Type/Print Name and Title of Officer
	Assistant office manager
	4-4-2011

ISLAND YACHT ANCHORAGE, INC.,

a California corporation

APPROVED AS TO FORM AND LEGALITY
, 2016
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By
Estelle M. Braaf, Deputy

CU	CUSTOMER NO: PORT OF LOS ANGELES USE ONLY			ONLY
BILL TO: ACCOUN		CCOUNT NO:		
	IM.	VOICE NO:		*
ves	nsmitted herewith, in duplicate, is our monthly gross receipt report from the construction, sel marina and related uses, including dry storage of vessels and for incidental purposes. I losed is our check for the amount due.	operation and maintenand This is per the terms of	ce of a fac	ility for recreational
For	the month of			
rot	the month of		A 4 YS	2)
1.	Item Gross receipts received or earned from recreational vessel berthing, anchorage, vessel dry storage for each month from November 1, 1995 to October 31, 200 (six-year period).	and  \$	, , , , , , , , , , , , , , , , , , , ,	S
2.	Gross receipts received or earned from recreational vessel berthing, anchorage, vessel dry storage for each month from Nov. 1, 2001 to October 31, 2005 (four-year period).	and \$	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	eater. \$	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 whichever is greater	0.00,	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, Gross income from any machines or devices owned, leased or rented by Tenant sublessee(s) of Tenant	OR \$	25% OR 5%	\$ \$
10.	Gross receipts received from all other activities	\$_, /	5%	\$
Les	SUBTOTAL s: 'MONTHLY MINIMUM RENTAL" billed			<b>S</b>
ВА	LANCE DUE: (subject to audit)		e	\$
I he	reby certify that the foregoing is a true and correct statement of gross receipts ur	nder the terms of Permi	.t	(*)
	W. F.			10
Date	XAuthorized signature	Zarra-		

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