

THIRD AMENDMENT TO PERMIT NO. 899
GRANTED BY THE CITY OF LOS ANGELES
TO PACIFIC BATTLESHIP CENTER

THIS THIRD AMENDMENT to Permit No. 899 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and PACIFIC BATTLESHIP CENTER, a California corporation ("Tenant") as follows:

1. Terms defined in Permit No. 899 ("Permit") shall have the same meanings herein. References herein to "Sections" shall be to sections of the Permit, unless otherwise stated.

2. Section 3.8, Parking, is removed entirely and replaced with the following:

"3.8 Parking. Tenant shall not have exclusive rights to parking. However, the City shall provide, at no charge to Tenant, shared, non-exclusive use of the improved adjacent parking lot located at the rear of Berths 87-93, which will be available to other tenants and the public at large at rates set by the Board, pursuant to Tariff No. 4 or its successor. Individual parking spaces will not be provided to Tenant to accommodate Tenants' employees, volunteers and/or service providers, and shall not be included within the Premises or Future Premises of the Permit. In consideration of Tenant's non-profit status, City shall grant to Tenant up to one hundred (100) annual parking vouchers for its exclusive use. City may conduct an annual review of the use of such vouchers. The parking lot shall include sufficient Americans with Disabilities Act compliant parking spaces adjacent to the USS Iowa, as required by City's Department of Building and Safety. ."

3. Section 5.9, Supervision of Business Practices, subsection 5.9.4, is removed entirely and replaced with the following:

"5.9.4. In addition to Gross Receipts, every year, commencing on January 31, 2023, Tenant shall submit to City an annual written report. The annual report will report on all attendees that visited the USS Iowa during the preceding year, classified by month and visitor type: volunteer, paid visitor, or complimentary visitor. The annual report shall also submit a detailed report of all monthly expenses for all Tenant activities conducted on the Premises.

All other terms and conditions of Section 5.9, Supervision of Business Practices, including all other subsections, shall remain in full force and effect.

4. The effective date of this Third Amendment shall be upon execution by the Executive Director after approval by the Board of Harbor Commissioners and the City Council. Nothing in this Third Amendment shall change the Effective Date of the Permit as defined in Section 2.1.

Except as amended herein, all remaining terms and conditions of Permit No. 899 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Third Amendment to Permit No. 899 on the date to the left of their signatures.

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

Dated: _____, 2022

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Dated: August 20, 2022

PACIFIC BATTLESHIP CENTER
By J. Williams
President & CEO
(Print/type name and title)

By _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

[Signature], 2022
MICHAEL N. FEUER, City Attorney
STEVEN Y. OTERA, General Counsel

By [Signature]
JANET L. KARKANEN, Deputy