

**THIRD AMENDMENT TO PERMIT NO. 893
BETWEEN THE CITY OF LOS ANGELES AND
PACIFIC MARITIME ASSOCIATION**

This Third Amendment to Permit No. 893 (“Third Amendment”) is entered into as of _____ (“Effective Date”) by and between the CITY OF LOS ANGELES acting by and through its Board of Harbor Commissioners (“City”) and PACIFIC MARITIME ASSOCIATION, a California corporation (“Tenant”).

WITNESSETH:

WHEREAS, City and Tenant are parties to that certain Permit No. 893 dated as of May 31, 2011, as amended by that certain Settlement and Release Agreement Amending Permit 893 dated as of February 6, 2012 and that certain Second Amendment to Permit No. 893 approved by the City Council on December 16, 2014 (collectively, the “Permit”);

WHEREAS, pursuant to Section 5.3 of the Permit and as additional compensation from the Tenant for the City’s agreement to enter into the Permit, the Tenant has the obligation, at the option of the City, to convey fee title to the Current Casual Hall located at 826 Eubank, Wilmington CA 90744 (“Current Casual Hall”) to the City;

WHEREAS, the City has exercised its option to require the Tenant to convey fee title to the Current Casual Hall to the City (“Current Casual Hall Conveyance”);

WHEREAS, pursuant to Section 5.3 of the Permit (i) said Current Casual Hall Conveyance shall occur within fifteen (15) months of the Construction Phase Completion Date (“Current Casual Hall Conveyance Date”); and (ii) said Current Casual Hall Conveyance shall be made pursuant to the Current Casual Hall Transfer Agreement to be entered into by the City and the Tenant, the form of which is attached as Exhibit E to the Permit; and

WHEREAS, City and Tenant desire to amend the terms of the Permit and the form of the Current Casual Hall Transfer Agreement to, among other things, extend the Current Casual Hall Conveyance Date, all as more particularly set forth herein below;

NOW, THEREFORE, pursuant to the foregoing, and in consideration of the mutual covenants and agreements contained in the Permit and herein, the Permit, effective as of the Effective Date, is hereby modified and amended as set out below:

1. Defined Terms. All capitalized terms used herein shall have the same meaning as defined in the Permit, unless otherwise defined in this Third Amendment.
2. Extension of Current Casual Hall Conveyance Date. Notwithstanding anything to the contrary set forth in the Permit, the City and the Tenant hereby acknowledge and agree that the Current Casual Hall Conveyance Date shall be extended to the earlier of the following two (2) dates: (i) the date which is one hundred twenty (120) days following the City’s receipt of written notice from Tenant that the Subtenant has commenced both occupancy of and dispatch operations at the Premises pursuant to the Sublease, and that Subtenant has ceased dispatching

operations relating to longshore registrants at the Current Dispatch Hall located at 343 N. Broad Avenue, Wilmington CA 90744 (“Current Dispatch Hall”); and (ii) February 1, 2017.

3. Amendment and Execution of the Current Casual Hall Transfer Agreement. Notwithstanding anything to the contrary set forth in the Permit or the Current Casual Hall Transfer Agreement, City and Tenant hereby acknowledge and agree that (i) the Closing (as currently defined in Section 2.1 of the Current Casual Hall Transfer Agreement) is hereby amended to be the earlier of the following two (2) dates: (a) the date which is one hundred twenty (120) days following the City’s receipt of written notice from Tenant that the Subtenant has commenced both occupancy of and dispatch operations at the Premises pursuant to the Sublease, and that Subtenant has ceased dispatching operations relating to longshore registrants at the Current Dispatch Hall, and (b) February 1, 2017; and (ii) City and Tenant shall execute and deliver the Current Casual Hall Transfer Agreement (as amended by clause (i) above) within sixty (60) days of the full execution and delivery of this Third Amendment.

4. Miscellaneous. With the exception of those terms and conditions specifically modified and amended herein, the Permit shall remain in full force and effect in accordance with all its terms and conditions. In the event of any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Permit, the terms and provisions of this Third Amendment shall supersede and control.

5. Counterparts/Facsimiles. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Third Amendment, the parties may execute and exchange facsimile counterparts of the signature pages and facsimile counterparts shall serve as originals.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO THIRD AMENDMENT TO PERMIT NO. 893
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PACIFIC MARITIME ASSOCIATION**

IN WITNESS WHEREOF, City and Tenant, acting herein by duly authorized individuals, have caused these presents to be executed as of the Effective Date set forth herein.

TENANT:

PACIFIC MARITIME ASSOCIATION,
A California Corporation

Dated: _____

By: _____

Print Name: _____

Print Title: _____

Attest: _____

Print Name: _____

Print Title: _____

CITY:

CITY OF LOS ANGELES, acting by and through
its Board of Harbor Commissioners

Dated: _____

By: _____

Executive Director

Print Name: _____

Attest: _____

Board Secretary

Print Name: _____

Approved as to form and legality:

Dated: _____

Mike Feuer, City Attorney

By: _____

Print Name/Title: _____