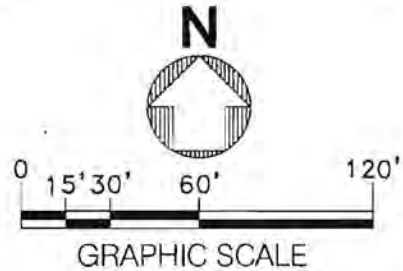


NOTE:

- 1) No substructures are shown on this drawing. Accurate substructure information must be obtained from lessees and L.A.H.D. engineering records.
- 2) Horizontal Datum is based on the North American Datum of 1983 (NAD 83), California Coordinate System, Zone 5, Feet.
- 3) All distances shown on this drawing are grid distances. To obtain a reasonable representation of the ground distance, divide the distance herein by the average scale factor of 1.000076.



SCALE: 1" = 60'	DATE: 10/15/03	RECOMMENDED FOR APPROVAL	PERMIT MAP - AUTHORITY NO. CA521
DRAWN: DRR	10/03	CHIEF OF DESIGN	VILLA CABRILLO MARINA 2500, LLC
CHECKED: DRR	10/03	<i>[Signature]</i>	
DESIGNED: M. GUTIERREZ		ENGR/ARCH	APPROVED
<i>[Signature]</i>		ASSISTANT CHIEF HARBOR ENGINEER	<i>[Signature]</i> CHIEF HARBOR ENGINEER
			THE PORT OF LOS ANGELES <small>ENGINEERING DIVISION P.O. BOX 131 SAN PEDRO, CA 90731</small>
			DRAWING NUMBER 5-5726

POLAPROS_VER.1_12/96

TRANSMITTAL 1

VIA CABRILLO MARINA 2500, LLC.

TRANSMITTAL 2

Date Printed: 22 May 2013



Legend

SCALE 1: 9,801
1,633.5 0 1,633.5 Feet
Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



THIRD AMENDMENT TO CONCESSION AGREEMENT NO. 521
BETWEEN THE CITY OF LOS ANGELES
AND
VIA CABRILLO MARINA 2500, LLC.

Concession Agreement No. 521 granted to VIA CABRILLO MARINA 2500, LLC. is hereby amended a Third time as follows:

1. Section 4. Rent, of CONCESSION AGREEMENT No. 521 is amended by deleting the original subsection (a) and inserting in its place:

(a) During the five year period beginning September 1, 2012 and ending August 31, 2017, Concessioner shall pay in advance to City each and every month a fixed minimum monthly rental of Five Thousand Five Hundred Forty-Three Dollars and Eighty-Four cents (\$5,543.84). Said rental shall be due and payable on or before the first day of each month during the term and shall be made payable to Board of Harbor Commissioners and mailed to the following address: 425 S. Palos Verdes Street, P.O. Box 151, San Pedro, CA 90733-0151 or to such other address as the Executive Director may designate in writing.

Adjustments. Following the first (1st) anniversary of the Effective Date of the Amendment and through the remainder of the Term, the Annual Rent shall be adjusted annually and automatically on July 1 by application of the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles – Riverside and Orange Counties, as published by the U.S. Department of Labor, Bureau of Labor Statistics, as Series CUURA421SAO for March of each year (“CPI-U”). The Annual Rent shall equal the prior year’s Annual Rent adjusted for inflation by multiplying the prior year’s Annual Rent by the CPI-U of the current year and then dividing it by the CPI-U of the prior year (Adjusted Annual Rent = prior year’s Annual Rent x (CPI-U July 20CY_(CY=Current Year) ÷ CPI-U July 20PY_(PY=Prior Year)). If the publication of the CPI-U is discontinued, then a successor index selected by the Executive Director in his/her sole but reasonable discretion shall be substituted.

2. Section 4. Rent of AGREEMENT NO. 521 is further amended by deleting entirely the words and figures previously added by the first Amendment Section 1.(2) – (10) and which read:

(2) Concessioner shall pay to City for each and every month of the first five (5) years of the Agreement, the following percentage rents equivalent to the amount, if any, by which the cumulative total of percentages of the gross receipts exceeds the fixed minimum monthly rent payable:

- (i) 5% of gross receipts from office rental.
- (ii) 1 ½ % of gross retail sales from retail store operations.

- (iii) 55 of the gross income from any coin-operated machines or devices owned or rented by Tenant or sublessee.

(3) During the second five (5) years of this Agreement Concession shall pay in advance to City each and every month, a fixed minimum monthly rental of Two Thousand Dollars (\$2,000) as rental for use of the premises in lawful money of the United States. Said rental shall be due and payable on or before the first day of each month during the second five (5) years period and shall be made payable to the Board of Harbor Commissioners at the address set forth above.

(4) Concessioner shall pay to City for each and every month of the second five (5) years of the Agreement, the following percentage rents equivalent to the amount, in any, by which the cumulating total of percentages of the gross receipts exceeds the fixed minimum monthly rent payable:

- (i) 10% of gross receipts from office rental.
- (ii) 3% of gross retail sales from retail store operations.
- (iii) 55 of the gross income from any coin-operated machines or devices owned, leased or rented by Tenant or sublessee.

(5) Concessioner shall have prepared and delivered to City within thirty (30) days after the end of each month, on a form prepared by the Los Angeles Harbor Department or in a format approved by the Los Angeles Harbor Department, a written statement signed by Concessioner's duly authorized officer or a representative showing in reasonable detail the elements and amount of gross receipts during the preceding month. Payment of the percentage rent shall accompany the writer statement. Concessioner shall further have prepared and delivered to City on or before the sixtieth (60th) day after the end of the term of this Agreement, a complete, certified, audited annual statement, prepared by a Certified Public Accountant and signed by Concessioner's duly authorized officer or representative, showing in reasonable detail the elements and amounts of gross receipts during the preceding year or fraction thereof. At the time the annual statement is submitted by Concessioner to City, Concessioner shall pay to City the amount of percentage rent, if any due, and still unpaid, for the preceding Agreement year.

(6) The percentage rent is due and payable within thirty (30) day following the end if the preceding month. Should the term of this agreement commence on a day other than the first day of a calendar month, the percentage rent for the first fractional month and the month beginning immediately thereafter shall be due within fifteen (15) days following the end of the month beginning immediately after the first

fractional month. The payment for the last fractional month shall be made within thirty (30) days following the end of the term of this Agreement.

(7) Percentage rent for any month-to-month tenancy beyond the term of this Agreement shall be paid in the same manner as if the term of this Agreement had commenced with the first day of such holdover.

(8) In the event seasonal business causes the amount of percentage rent for a permit year to fluctuate, Concessioner may be eligible for a refund. The amount of the refund is the difference between (1) the amount of rent actually paid during the year (assuming Concessioner has paid all rent as it becomes due during the year), and (2) the total of Concessioner's annual gross receipts for each category set forth above multiplied by the applicable percentage for each category. In no event shall Concessioner's total rental compensation be less than the fixed minimum. Concessioner shall be entitled to the credit only if the rental payments due during the year are current.

(9) The term "gross receipts," as used herein, shall include all charges, sales, fees and commissions from retail sales made or earned by Concessioner, its assignees, subconcessionees, licensees and permittees, whether collected or accrued, from any retail, use or operation, or any combination thereof, originating, transacted or performed or emanating from the premises pursuant to this Agreement. "Gross receipts" applies to retail sales, exclusive of retail sales taxes, excise taxes, other direct taxes and consumer rebates and refunds emanating from the premises and not office use. No set off or deduction against gross receipts is permitted unless provided for herein. Upon Board Approval of any subconcession, Board shall determine in writing whether such subconcession is subject to percentage rent.

(10) For any period during which Concessioner has ceased or substantially curtailed the operation and conduct of its business under this Agreement for reasons other than partial or total destruction of the demised premises. Concessioner shall pay percentage rent for that period at the rate at which percentage rent was paid during the three (3) immediately prior years of the term of this Agreement has been in effect, which is the shorter period of time.

3. Section 5. Uses, of CONCESSION AGREEMENT No. 521 is amended by deleting the original subsection (a) and inserting in its place:

The premises hereby granted shall be used for the following purposes: the operation and maintenance of structure and facilities for rental of marine-related office space and purposes incidental thereto and for no other purpose without prior written approval of the board, and subject to such restrictions, limitations and conditions as may be imposed by the Board.

4. The Effective Date of this Third Amendment shall be the date it is executed by the Executive Director of the Harbor Department following approval by the City Council.

Except as amended herein, as previously amended, all remaining terms and conditions of Concession Agreement No. 521 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement No. 521 on the date to the left of their signatures.

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


Dated: _____

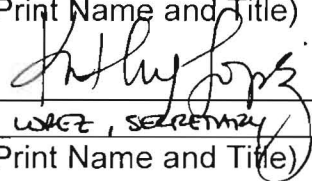
By _____
Executive Director

Attest _____
Board Secretary

VIA CABRILLO MARINA 2500, LLC.

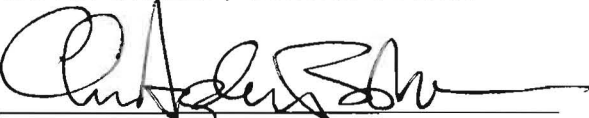
Dated: June 4, 2013

By 
NICHOLAS TONSICH, MANAGING MEMBER
(Type/Print Name and Title)

Attest 
KATHY LOPEZ, SECRETARY
(Type/Print Name and Title)

APPROVED AS TO FORM AND LEGALITY

June 6, 2013
CARMEN A. TRUTANICH, City Attorney
JANNA B. SIDLEY, General Counsel

By 
CHRISTOPHER B. BOBO, Assistant

ORDER NO.

IT IS HEREBY ORDERED by the Board of Harbor Commissioners that the THIRD AMENDMENT TO CONCESSION AGREEMENT NO. 521 granted by the City of Los Angeles, acting by and through its Board of Harbor Commissioners, to VIA CABRILLO MARINA 2500, LLC, is hereby approved and the Executive Director and the Secretary of the Board are hereby authorized and directed to execute and attest to the same on behalf of the City of Los Angeles upon this Order being approved by the City Council as described below.

The Secretary shall certify to the adoption of this Order by the Board of Harbor Commissioners of the City of Los Angeles and shall cause a copy of the same to be presented to the City Council as provided in Section 606 of the Charter of the City of Los Angeles. If the Council shall approve this Order within 30 days after such Order shall have been presented to it, or if the Council shall fail to disapprove this Order within said 30 days, the Order shall be deemed approved and shall become effective upon such approval without publication. The Amendment approved by this Order shall become effective immediately upon execution by the City Executive Director and Board Secretary after such Council approval of the Order.

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting of _____.

JULIE W. HUERTA
Commissioner Secretary

APPROVED AS TO FORM

May 23, 2013
CARMENA. TRUTANICH City Attorney

By 