

SECOND AMENDMENT TO
REVOCABLE PERMIT NO. 15-19
SPACE EXPLORATION TECHNOLOGIES CORP. dba SPACEX

Revocable Permit No. 15-19 granted to Space Exploration Technologies Corp. dba SpaceX is hereby amended a second time as follows:

1. Subsection (a) of Section 1, "Premises," is amended to read:

(a) Premises Primarily Granted. Tenant is permitted under this Revocable Permit ("Permit") to use the lands and/or waters and/or facilities (hereinafter called "Premises") designated as approximately 1.79 acres of land area and 2.82 acres of water area located at Berths 51-53, as delineated and more particularly described on Preliminary Exhibit A-1. A final version will be substituted of the preliminary exhibit when available. Such drawing will be on file with the office of the Chief Harbor Engineer of the Harbor Department ("Harbor Engineer") and will be attached hereto as Exhibit A-1.

2. Section 2, "Permitted Use," is amended by adding the following uses:

(a) installation of chain link fencing using k-rails with no ground intrusion, removal of existing fencing as necessary, and repositioning of guiderails;

(b) temporary paving of the property immediately north of the driveway to Berth 52;

(c) placement of concrete block on median strip on Miner Street (one of three) for anchoring guy wires to stabilize rocket while on the concrete pedestal; and

(d) street closure of certain portions of Miner Street, as necessary, during the arrival of Falcon 9, transfer operations, and transport out of permit Premises.

3. Subsection (a) of Section 4, "Compensation," is amended to read:

(a) Monthly Rent. On or before the first day of each month, in advance, Tenant shall pay to City the sum of Twenty-Three Thousand, Seven Hundred Thirty-Five and Thirty-Five One Hundredths Dollars (\$23,735.35) as rental ("Rent") for the use of the Premises. Use of the Premises for purposes not expressly permitted herein, whether approved in writing by Executive Director or not, may result in additional charges, including charges required under the Tariff. Tenant agrees to pay such additional charges. Executive Director may change the amount of the Rent required herein upon giving at least thirty (30) days' written notice to Tenant. Rent paid by Tenant shall be applied to the oldest outstanding balance. Rent is in addition to any applicable charges under the Tariff.

4. Section 4, "Compensation," is further amended by adding the following subsection (h), to read:

(h) Additional Charges. Prior to any recovery operations, should Tenant be required to use, or desire to avail itself of, Harbor Department services, Tenant and responsible Harbor Department staff will agree upon an estimated amount of such fees/costs. Tenant shall pay the actual fees/costs incurred no later than thirty (30) days after receipt of invoice from Harbor Department.

5. Subsection (a), "Maintenance Performed by Tenant," of Section 8, "Maintenance and Repair," is amended by adding the following sub-subsection:

(i) Restoration and Maintenance of the 72 s.f. parcel on median strip along Miner Street: Tenant shall at all times, within forty-eight (48) hours after removing the 18,000-pound concrete block used as the anchor for the guy wire supporting the rocket, begin efforts to restore this parcel to its original condition and complete the restoration within thirty (30) days. Executive Director or designee, at his or her sole discretion, may require Harbor Department forces to perform work if Tenant's work is not satisfactory or timely and charge back all City's costs in accordance with Section 8(c).

6. The effective date of this SECOND AMENDMENT TO REVOCABLE PERMIT NO. 15-19 shall be February 16, 2017.

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Except as amended herein, all remaining terms and conditions of Revocable Permit No. 15-19 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Revocable Permit No. 15-19 on the date to the left of their signatures.

CITY OF LOS ANGELES
HARBOR DEPARTMENT

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

SPACE EXPLORATION
TECHNOLOGIES CORP. dba SPACEX

Dated: _____

By: _____
Bret Johnson, CFO
(Print/type name and title)

Attest: _____
Zachary Dunn, VP of Launch
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
_____, 2017
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
CHRISTOPHER B. BOBO,
Assistant City Attorney

