

SECOND AMENDMENT TO
FOREIGN-TRADE ZONE OPERATING AGREEMENT NO. 09-2749
BETWEEN THE CITY OF LOS ANGELES
AND
ASK MARINE, INC.

THIS SECOND AMENDMENT to Foreign-Trade Zone ("FTZ") Operating Agreement No. 09-2749 ("Agreement") 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 ASK MARINE, INC. ("Operator") as follows:

WHEREAS, City and Operator wish to extend the term of Agreement No. 09-2749 an additional five (5) years; and

WHEREAS, City and Operator also agree to further modify language to Agreement No. 09-2749,

NOW, THEREFORE, BE IT RESOLVED, that Agreement No. 09-2749 between the City of Los Angeles and Ask Marine, Inc., be hereby amended as follows:

1. ARTICLE II. AUTHORITY GRANTED/ACCEPTED, TERM AND AGREEMENT.

Section 2.03, Term of Agreement, subsection A, Term of Renewal. The initial term of this Agreement shall be extended an additional five (5) years beginning on September 25, 2019 and ending on September 24, 2024.

2. ARTICLE XIV. INDEMNIFICATION, INSURANCE, BONDING AND PAYMENT OF OBLIGATIONS.

A. Subsection 14.02, Acceptable Evidence and Approval of Insurance, is deleted in its entirety and shall be replaced with the following:

"Electronic submission is the required method of submitting Operator's insurance documents. Operator's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Operator's behalf."

B. Subsection 14.10, Renewal of Policies, is deleted in its entirety and shall be replaced with the following:

“At least thirty (30) days prior to the expiration of each policy, Operator shall direct their insurance broker or agent to submit to the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Operator neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Operator.”

Except as amended herein, all remaining terms and conditions of Agreement No. 09-2749 shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date to the left of their signatures.

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

Date _____, 2019

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Date June 11, 2019

ASK MARINE, INC.
By _____
TAK SHIMABUKURO, COO
(Print/Type Name and Title)

Attest _____
ETSUKO AMAGASA, PRES.
(Print/Type Name and Title)

APPROVED AS TO FORM AND LEGALITY

June 6, 2019
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: _____
HELEN J. SOK, Deputy

HJS:Its
05/31/19