

FIRST AMENDMENT TO
 PERMIT NO. 692
 BETWEEN THE CITY OF LOS ANGELES AND
 NIPPON YUSEN KAISHA (NYK)

RECEIVED

WHEREAS, the City of Los Angeles and NYK (Tenant) have entered into Permit No. 692 for the construction and operation of a cargo facility; and

WHEREAS, the parties agree it is desirable to amend the Agreement regarding the construction of facilities.

NOW, THEREFORE, the parties agree as follows:

1. Improvements. Section 7(a)(2)(ee3) on Page 23 is amended to read as follows:

"(ee3) If the bids for the Tenant Designed Improvements in Phases IV, V and VI, in the aggregate or in any combination thereof, exceed Fourteen Million Four Hundred Forty Thousand Dollars (\$14,440,000), the City shall, subject to Tenant's options set forth in subsection (ff) below with respect to Phase VI, award the construction contract or contracts in accordance with its policies and procedures. If (i) such bids exceed \$14,440,000 and (ii) the actual construction cost of such Tenant Designed Improvements, in the aggregate or in any combination thereof, exceeds the Construction Budget, as defined in subsection (bb) above, Tenant shall, subject to the reservation of Tenant's rights under subsection (ff) with respect to Phase VI, be obligated to reimburse the City for the excess cost above the Construction Budget and shall satisfy such obligation in accordance with the following options, in Tenant's sole discretion: (i) direct reimbursement to the City for such excess, (ii) subtraction of the excess from the Credit referred to in Section 2(g)(1), or (iii) a combination of (i) and (ii) above. If and to the extent Tenant elects to reimburse the City for amounts due the City instead of reducing the Credit, then the payment to the City shall be due on the terminal delivery date. All unpaid amounts, if any, after the terminal delivery date will be assessed interest at the annual rate of ten percent (10%). The parties recognize that this provision supersedes subsection (dd) of this Section 7(a)(2)."

2. Other Terms Unchanged. Except as provided above, the terms and conditions of this Agreement shall remain the same.



IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Permit No. 692 on the date to the left of their signatures.

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

Date 10/15/90

By Dwayne A. Lee
Executive Director

Attest Audrey H. Yamaki
Audrey H. Yamaki *acting* Board Secretary

NIPPON YUSEN KAISHA (NYK)

Date Oct. 15, 1990

By T. Shimoda
T. SHIMODA/DULY AUTHORIZED AGENT
(Print/Type Name and Title)

Attest Alfred G. Moss
ALFRED G. MOSS/ATTORNEY AT LAW
(Print/Type Name and Title)

APPROVED AS TO FORM

10-15, 1990
JAMES K. HAHN, City Attorney

By Raymond P. Bender
RAYMOND P. BENDER, Assistant

RPB:cd
10/9/90