

AGREEMENT NO. _____

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
BLUE ROBOTICS, INC.**

This Non-Disturbance and Attornment Agreement (“Agreement”) dated December 1, 2025, 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 BLUE ROBOTICS, INC., a Delaware corporation (“Subtenant”).

City, acting by and through its Board, is lessor under that certain AMENDED AND RESTATED LEASE NO. 904, dated August 23, 2017 (as now or hereafter may be amended or modified from time to time, the “AltaSea Lease”), with ALTASEA AT THE PORT OF LOS ANGELES, a California nonprofit public benefit corporation (“AltaSea”), for certain property as described in the AltaSea Lease (the “AltaSea Property”). AltaSea and Subtenant have entered into that certain Sublease dated as of November 22, 2025 (the “Sublease”), for certain space on the AltaSea Property (for purposes hereof, the “Subleased Premises”). A copy of the fully-executed Sublease is attached hereto as Exhibit A. Pursuant to Section 13.2 of the AltaSea Lease, AltaSea has submitted a Transfer Notice to the City with respect to the Sublease, and, in accordance with Section 13.4.2 of the AltaSea Lease, AltaSea and Subtenant have requested that the City enter into this Agreement in connection with its consent to the Sublease.

NOW, THEREFORE, the City, acting by and through its Board, and Subtenant, hereby agrees as follows:

1. Non-Disturbance. If the AltaSea Lease terminates for any reason, provided that Subtenant is not in default under the Sublease (after expiration of any applicable notice and cure periods), Subtenant’s right of possession, use and enjoyment of the Subleased Premises in accordance with the Sublease shall not be disturbed, and City (including its successors and assigns) agrees to honor and recognize the Sublease, including, without limitation, all rights of Subtenant under the Sublease to occupy and use the Subleased Premises for the duration of the term of the Sublease (including any renewal and extensions thereof), and to perform for the benefit of the Subtenant the obligations of AltaSea under the Sublease arising from and after the date of such termination of the AltaSea Lease until such obligations are assumed by another sublandlord or other transferee of the City’s interest in the Sublease; provided, however, the City’s obligations relating to any use restrictions on the Sublandlord under the Sublease shall only apply to the AltaSea Property and no other property of the City. Upon any such termination of the AltaSea Lease, Subtenant shall attorn to the City and continue to perform all of Subtenant’s obligations under the Sublease for the benefit of the City or any future sublandlord or other assignee of the City. From and after the effective date of this Agreement, Subtenant shall present to City for approval, which shall not be unreasonably withheld, and for which a response shall be provided in accordance with Section 13.4.2 of the AltaSea Lease, any amendments to the Sublease, and upon City’s approval, such amendments shall become enforceable under this Agreement; any amendments to the Sublease either not presented by Subtenant to City, or not approved by City, shall not be enforceable under this Agreement.

2. Effective Date of Agreement. Subject to the provisions of City of Los Angeles Charter Section 373, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Subtenant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Agreement requires approval by City Council prior to becoming effective.

3. Term of the Agreement. This Agreement shall be in full force and effect for the full term of the Sublease (including any renewals and extensions thereof), and, notwithstanding earlier termination of AltaSea Lease, in which case Section 1 of this Agreement shall apply, the term of this Agreement shall not exceed the full term set forth in AltaSea Lease (including any renewals and extensions thereof).

4. Notices. All notices, requests, and other communications pursuant to this Agreement shall be in writing, either by letter (delivered by hand) or commercial messenger service (e.g., FedEx or UPS) or sent by certified mail, return receipt requested, as follows:

Subtenant: Blue Robotics, Inc.
2451 Signal Street, Berth 59
San Pedro, California 90731
Attention: Rustom Jehangir

POLA: Port of Los Angeles
425 South Palos Verdes Street
San Pedro, CA 90731
Attention: Director of Waterfront/Commercial Real Estate
Tel: (310) 732-3860

With a copy to:

Los Angeles City Attorney
425 South Palos Verdes Street
San Pedro, CA 90731
Attention: General Counsel Harbor Division
Tel: (310) 732-3750

5. No Oral Modification/Binding Effect/Counterparts. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of Subtenant and be binding upon the parties hereto and their successors and assigns. This Agreement may be executed in multiple counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

6. Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal Courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

7. State Tidelands Grants. This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, but subject in any event to the terms of Section 1 above, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Subject to the terms of Section 1 above, Subtenant agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Non-Disturbance and Attornment Agreement as of the date to the left of their signatures.

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


Dated: _____, 2026

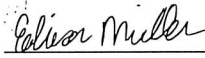
By _____
EUGENE D. SEROKA
Executive Director

Attest _____
Board Secretary


BLUE ROBOTICS INC., a Delaware corporation

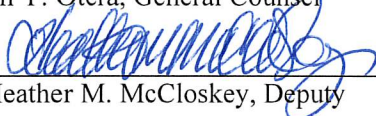
Dated: _____ April 9, 2026

By: 
Name: Rustom Jehangir
Title: CEO, Blue Robotics Inc.

Attest: 
CXO, Blue Robotics Inc.
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

, 2026
HYDEE FELDSTEIN SOTO, City Attorney
Steven Y. Otera, General Counsel

By 
Heather M. McCloskey, Deputy