

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE PERMIT
No. 25-32

The City of Los Angeles, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), hereby grants permission to Pathway to Podium, a California nonprofit corporation ("Tenant"), to occupy and use certain lands and waters and facilities within the Harbor District owned or under the control of City, subject to the following terms and conditions:

1. Premises.

(a) Tenant is permitted under this Revocable Permit ("Permit") to use the lands, waters, and facilities consisting of Parcel Nos. 1 and 2 located at 3000 Shoshonean Road, San Pedro, California 90731 and Parcel No. 4 located at 2114 South Mesa Street, San Pedro, California 90731 as delineated and more particularly described on Exhibit A ("Premises") attached hereto and incorporated herein by this reference.

(b) By mutual agreement of the Executive Director of the Los Angeles Harbor Department ("Executive Director") and Tenant, Parcel No. 3, as delineated and more particularly described on Exhibit A, may be permanently added to the Premises granted herein without further approval of the Board. Executive Director is hereby authorized to execute one or more amendments to this Permit to effect the foregoing adjustments to the area of the Premises without further action of the Board.

2. Permitted Use.

(a) The Premises shall be used for the operation and maintenance of a nonexclusive athletic training, boating, and camping facility, including access to training courses and amenities such as secure storage units, meeting rooms, restrooms, and parking spaces, to support national sailing federations ("NFs") and independent athletes training for the Summer 2028 Olympics; and for use by nonprofits and other community groups who have historically used the Premises or desire to do so ("Permitted Use") and not for any other use without the prior written consent of Executive Director which approval may be withheld by the Executive Director in his or her sole and absolute discretion.

(b) Tenant shall not allow any NF, independent athlete, nonprofit or other community group, or any other entity, individual, or invitee to access any portion of Parcel No. 3 without the prior written consent of Executive Director unless and until Executive Director and Tenant mutually agree to add Parcel No. 3 to the Premises by written amendment to this Permit. Upon such written amendment to this Permit adding Parcel No. 3 to the Premises, Tenant and its invitees may thereafter use Parcel No. 3 for any Permitted Use.

(c) Tenant shall not use the Premises in any manner, even if the use is a Permitted Use, that will cause cancellation of any insurance policy covering the Premises or adjacent premises; provided, however, Tenant may, in City's sole discretion, remain if it pays the increase in City's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Tenant to be or remain on the Premises, and Tenant shall prevent any such material or matter from being or accumulating upon the Premises. Tenant further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

(d) Tenant's use of the Premises is further subject to the following conditions:

(i) Tenant shall provide nonexclusive access to the Premises for all relevant NFs and associated athletes, staff, and officials for training prior to the Olympic Games ending July 21, 2028 (the "Training Period") at reasonable market rates and terms.

(ii) Tenant shall, during the Training Period, directly negotiate with each relevant NF for access to the Premises and Tenant acknowledges and agrees that all such negotiations are the sole responsibility of the Tenant and each applicable third party.

(iii) Tenant shall provide a booking and scheduling system for NFs to schedule team training sessions during the Training Period.

(iv) Tenant shall provide basic operational support to all NFs conducting training activities at the Premises during the Training Period, including, but not limited to, toilets, changing rooms, outdoor showers, potable water, general power/electricity supply (including power hook up for storage containers), security, beach launch access for sail and other unpowered boats, space onshore for team storage containers and trailers, and clean water for washing purposes.

(v) Tenant shall, in cooperation with the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 and World Sailing, develop and communicate clear signage or communications protocols to ensure all NFs conducting training during the Training Period are informed of safety rules and considerations and relevant daily shipping movements within the Harbor District.

(vi) Tenant shall guarantee fair and transparent access to the Premises for training purposes for all NFs during the Training Period.

(vii) Tenant shall facilitate maximum utilization of the Premises including, but not limited to, youth-based programs and activities providing education and recreational opportunities, subject to the financial and other resources available to Tenant.

(viii) Tenant shall provide and implement an engagement plan for nonprofits and other community groups with information on uses, available activities, and reservations.

(ix) Tenant shall acknowledge the Harbor Departments' contribution to the operation of the Premises, and all activities associated with the Premises, in its social media, website, signage, advertising, literature, and other promotions of the Premises.

(x) To demonstrate that the Premises are productively used by NFs, nonprofits, and other community groups, Tenant shall provide a written Programming and Activities Report to Executive Director no later than January 30, 2027, and annually thereafter, that sets forth the following information, as applicable, for the time period commencing on the Effective Date and ending on December 31, 2026, and commencing on January 1st and ending on December 31st annually thereafter:

(1) The number of individuals Tenant employed and their salaries;

(2) The number of volunteers Tenant recruited, the total hours they worked, and the activities they performed;

(3) A summary of all NF training activities on the Premises and adjacent properties;

(4) A schedule of all non-NF events, activities, and programming on the Premises with the following details:

(a) Date and time;

(b) Name of nonprofit, other community group, or individuals;

(c) Nature of event, activity, or programming;

(d) Whether the nonprofit, other community group, or individuals paid any fees or other compensation for use of the Premises or other services;

(e) The number of students served through programs on the Premises in the following categories:

(i) Kindergarten - Sixth (6th) grade;

(ii) Middle School; High School; and

(iii) College students;

(f) Any other information deemed appropriate by the Tenant to illustrate services and public and economic benefits provided by Tenant operations.

3. Effective and Termination Dates. This Permit shall be effective on the date it is executed by Executive Director ("Effective Date") and shall thereafter be revocable at any time by Tenant or by Executive Director upon the giving of at least thirty (30) days' written notice to the other party stating the date upon which this Permit shall terminate ("Termination Date"); provided, however, if this Permit is not terminated prior to the fifth (5th) anniversary of the Effective Date, then before such time Board shall review this Permit regarding its continuation and/or modification. Termination Date shall also mean the date that the Permit terminates in connection with Tenant's Default under Section 12, Tenant's misrepresentation under Section 21, a court decision under Section 22, or a conflict of interest under Section 23 of this Permit, or any termination by operation of law or any other reason. The right of Executive Director to revoke this Permit is and shall remain unconditional. Neither City, nor any board, officer, or employee thereof, shall be liable in any manner to Tenant because of such revocation. Tenant shall commence using the Premises for the Permitted Use within thirty (30) days from the Effective Date.

4. Compensation.

(a) In exchange for operating the Premises for the benefit of NFs, nonprofits, and other community groups, Tenant shall not be required to pay the City compensation for the use of the Premises between the Effective Date and the Termination Date of this Permit. However, within sixty (60) days after the Termination Date, Tenant shall pay the City compensation in the amount of the difference between all gross receipts collected by Tenant from any NFs or other entities or individuals related to the use of the Premises and all expenses, and reserves for expenses and liabilities, Tenant incurred for operating the Premises for the entire term of this Permit, less a reasonable reserve ("Wind-Down Reserve") for wind-down related expenses (e.g., tail insurance, tax return preparation fees and other fees and costs relating to winding down and resolving Tenant) ("Compensation"). Gross receipts shall include all charges, fees, sales, and commissions made, earned, and/or received by Tenant whether collected or accrued, from any business, use, or operation, or any combination thereof, originating, transacted, or performed, in whole or in part, on the Premises pursuant to this Permit. Gross receipts include, but are not limited to, all monies collectible from fees for the use of the Premises or services provided in connection with the Premises, and the sale or delivery of goods, wares, and merchandise, exclusive only of retail sales taxes, excise taxes, and other direct taxes on the consumer. No set off or deduction against gross receipts is permitted unless expressly provided for herein. At completion of the wind-down and dissolution of Tenant, any funds remaining in the Wind-Down Reserve will be remitted to the City as additional Compensation.

(b) To document Compensation due to City upon the termination of this Permit, Tenant shall prepare and provide a written Gross Receipts and Expenses Report to Executive Director no later than January 30, 2027, and annually thereafter, for the time period commencing on the Effective Date and ending on December 31, 2026, and commencing on January 1st and ending on December 31st annually thereafter. Each Gross Receipts and Expense Report shall be verified by Tenant's duly authorized officer or representative and show in reasonable detail the elements and amounts of gross receipts generated and operating expenses incurred by Tenant during the reporting period. Tenant shall further have prepared and delivered to the Executive Director no later than sixty (60) days following termination of this Permit, a complete final statement, prepared and certified by Tenant's duly authorized officer or representative, showing in reasonable detail the elements and amounts of gross receipts generated and operating expenses incurred during the entire term of this Permit ("Certified Final Statement"). Payment of any Compensation due under this Permit upon its termination shall accompany the Certified Final Statement. At the request of the Executive Director, Tenant shall arrange for the Certified Final Statement to be audited by a Certified Public Accountant reasonably acceptable to Tenant and the Executive Director, at the sole cost of the City.

(c) 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. Compensation due under this Permit is in addition to any applicable charges under the Tariff.

(d) Notwithstanding any other provision of this Permit, Tenant's obligation to pay all Compensation shall be absolute and unconditional and shall not be affected by any circumstance including, without limitation, any set-off, counterclaim, recoupment, defense, or other right or claim which Tenant may have against City.

(e) All amounts payable by Tenant to City under this Permit during the term of this Permit shall be deemed to be Compensation.

(f) All books, accounts, and other records showing the affairs of Tenant with respect to its operations and business transacted at, upon, or over the Premises shall be maintained locally, and shall be subject to examination, audit, and transcription by Executive Director or any person designated by him or her, and in the event it becomes necessary to make such examination, audit, or transcription at any place other than within fifty (50) miles of the Premises, then all costs and expenses necessary, or incident to such examination, audit, or transcription shall be paid by Tenant. These records shall be retained during the term of this Permit so that the records for the four (4) most recent years are available. After this Permit terminates, Tenant shall maintain the records for the four (4) most recent years for at least two (2) years. Upon request in writing by Executive Director or his or her designated representative, Tenant shall furnish a statement of the exact location of all records and name and telephone number of the custodian of these records. The statement shall be submitted within fifteen (15) days of the request and shall contain such detail and cover such period of time as may be specified in any such request.

5. Utility Charges. Unless otherwise provided for herein, City shall pay all utility charges for electricity, gas, and water services furnished to the Premises or used in connection with its occupancy. Tenant shall pay for any telephone or internet services provided to the Premises.

6. Rights-of-Way. This Permit shall at all times be subject to rights-of-way over, on, under, and through the Premises for (1) sewers; storm drains; pipelines (public or private); telecommunications equipment; conduits; telephone, cable, fiber optic, and/or power lines; and all similar items; (2) streets, highways, railroads, and all other means of transportation; and (3) equipment access, occupancy, and all other rights reasonably necessary to comply with homeland security or related requirements of federal, state, and local agencies; regardless of whether such rights-of-way exist or are authorized by Board or City in the future. City further reserves rights-of-way over, on, under, and through the Premises as Board or City requires to drill and explore new, or to maintain existing, oil, gas, or mineral wells. This Permit and the Premises shall at all times be subject to all prior exceptions, reservations, grants, easements, leases, or permits of any kind whatsoever as the same appear of record in the Office of the Recorder of Los Angeles

County, California, or in the official records of City or any of its various departments, and shall also be at all times subject to additional reservations Board or City may reasonably require after the Effective Date for which Tenant shall receive no compensation unless otherwise expressly provided.

7. Maintenance and Repair.

(a) Except for items listed on Exhibit B, City, at its sole cost and expense, shall keep and maintain the Premises, and all buildings, works, and improvements of any kind thereon in good and substantial repair and condition, to ensure the safe and functional operation of the Premises for the Permitted Use, and shall be responsible for and perform all necessary inspection, maintenance, and repair thereof, including preventive maintenance. Promptly following the execution of this Permit, City and Tenant shall meet and confer to establish the priority and timeline of repair and maintenance items to be undertaken by City, including any repairs that may constitute capital expenditure type repairs. Tenant shall perform all maintenance and repairs set forth on Exhibit B using materials and workmanship of similar quality to the original improvements. Tenant shall obtain any permits, including but not limited to those issued by City, necessary for all maintenance and repair set forth on Exhibit B.

(b) If Tenant fails to make any repairs or to perform required maintenance set forth on Exhibit B within thirty (30) days after receipt of notice from City to do so, City may, but shall not be obligated to, make such repairs or perform such maintenance at Tenant's expense. Notwithstanding, in an emergency as determined by City (including but not limited to an immediate threat of physical harm to persons and/or material damage to any improvements upon the Premises), City shall have the right, but not the obligation, to undertake immediate repairs to the Premises and any structures thereon without notice. Tenant shall reimburse City for City's reasonable costs (as defined in Section 7(c) of this Permit) within thirty (30) days after receipt of City's invoice for work performed. If Tenant shall commence such repairs and diligently pursue the same to completion or shall begin to perform the required maintenance within the thirty (30) day period, City shall refrain from commencing or pursuing further any repairs or performing any required maintenance until the work has been completed by Tenant. Tenant shall thereafter pay on demand City's costs pursuant to this Section 7(b) prior to Tenant's commencement of repair or maintenance. The making of any repairs or the performance of maintenance by City, which is the responsibility of Tenant, shall in no event be construed as a waiver of the duty or obligation of Tenant to make future repairs or perform required maintenance as herein provided.

(c) "City's costs" for purposes of this Section 7 shall include, in City's sole reasonable discretion, the cost of maintenance or repair or replacement of property neglected, damaged or destroyed, including direct and allocated costs for labor, materials, services, equipment usage, and other indirect or overhead expenses arising from or related to maintenance, repair, or replacement work performed by or on behalf of City.

(d) Upon City's request, Tenant shall provide personnel to accompany City's representatives on periodic inspections of the Premises to determine Tenant's compliance with this Permit. Notwithstanding the foregoing, nothing obligates City to make such determinations and City shall not incur any liability for not making such inspections and determinations.

8. Alterations on Premises. Tenant shall not construct on or alter ("Alteration") the Premises, including a change in the grade, without first obtaining City's written approval and, if necessary, a Harbor Engineer Permit. Tenant shall submit to City a complete Application for Port Permit that attaches a complete set of drawings, plans, and specifications reflecting the proposed Alteration. Where applicable, the drawings, plans and specifications must be prepared and stamped by a licensed engineer registered in the State of California. All projects in the Harbor District are subject to review by City's Harbor Department pursuant to the California Environmental Quality Act (CEQA) and the certified Port Master Plan. City's Chief Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans, and specifications. Where Tenant elects to make an Alteration, Tenant, at its own expense, shall obtain all permits necessary for such Alteration, including a Harbor Engineer Permit, prior to the commencement of such Alteration. All Alterations elected to be performed by Tenant pursuant to this Permit shall be at Tenant's sole expense. Tenant shall keep the Premises free and clear of liens for labor and materials and

shall hold City harmless from any responsibility in respect thereto. Tenant shall give written notice to the Chief Harbor Engineer, in advance, of the date it will commence any Alteration. Immediately upon the completion of the Alteration, Tenant shall notify the Chief Harbor Engineer of the date of such completion and shall, within thirty (30) days after such completion, file with the Chief Harbor Engineer, in a form acceptable to the Chief Harbor Engineer, a set of "as built" plans for such Alteration if required under the terms of the Harbor Engineer Permit issued for the Alteration.

9. Signs and Lighting. Tenant shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first obtaining the written consent of Executive Director. If Tenant obtains consent, Tenant shall also comply with the requirements of Section 8 of this Permit prior to erecting or displaying any signs or advertising matter on the Premises. Tenant shall further post, erect, and maintain on the Premises such signs as Executive Director may direct. All signs erected or displayed on the Premises shall comply with the regulations set forth in Section 14.4.1 *et seq.* of the Los Angeles Municipal Code. City and Tenant acknowledge that the Premises may lack adequate lighting for a Permitted Use and that City is responsible for installing temporary or permanent lighting as it may deem necessary to perform any labor, or to protect any property stored or located on the Premises, or to otherwise use the Premises for any Permitted Use. If Tenant elects to install any lighting, Tenant shall comply with the requirements of Section 8 of this Permit prior to installing such lighting. Any lighting installed shall meet Illuminating Engineering Society / American National Standards Institute (IES/ANSI) standards.

10. Immediate Access to Repair / Maintain Premises. Tenant is aware that City's Department of Water & Power, other utility, or other maintenance or service from or on behalf of City, may need to service or repair certain facilities on the Premises. If such repair is necessary, Tenant agrees to relocate, at its expense, such of its equipment and other personal property necessary to provide such personnel adequate access. Tenant agrees to complete such relocation within twenty-four (24) hours of receiving notice from City except in case of emergency. Tenant agrees neither the department servicing the Premises nor City shall be responsible for any loss Tenant may suffer as a result of such maintenance or repair.

11. Premises Subject to Tariff. Tenant accepts the Premises and shall undertake the Permitted Use set forth in Section 2 of this Permit subject to each and every term and condition provided herein, and to each and every rate, term, and condition of the Tariff, as applicable to Premises and/or the Permitted Use. Tenant represents and warrants that it has received, read, and understands the rates, terms, and conditions of the Tariff. Except as otherwise set forth in this Permit, Tenant is contractually bound by all Tariff rates, terms, and conditions as if the same were set forth in full herein. City in its sole and absolute discretion shall determine if a conflict exists between a provision of this Permit and a Tariff provision. In the event of such conflict, this Permit shall at all times prevail.

12. Tenant Default.

(a) The occurrence of any of the following shall constitute a material breach and default by Tenant under this Permit:

(i) Tenant's failure to perform any obligation under this Permit if Tenant fails to cure the failure within three (3) days after delivery of written notice of the failure from City to Tenant;

(ii) Tenant's abandonment of the Premises including but not limited to Tenant's absence from or failure to use the Premises or any substantial portion thereof for three (3) consecutive days (excluding Saturdays, Sundays, and California legal holidays) while in default of any provision of this Permit; or if Tenant is not in default, Tenant's absence from or failure to use the Premises or any substantial portion thereof for a period of thirty (30) consecutive days unless Tenant, prior to the expiration of any such period of thirty (30) consecutive days, notifies Executive Director in writing that such nonuse is temporary and obtains the written consent of Executive Director to such nonuse;

(iii) To the extent permitted by law, a general assignment by Tenant or any guarantor of the Permit for the benefit of the creditors without written consent of City; the filing by or against Tenant,

or any guarantor, of any proceeding under an insolvency or bankruptcy law, unless (in the case of an involuntary proceeding) the proceeding is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of all or substantially all the assets of Tenant or any guarantor, unless possession is unconditionally restored to Tenant or that guarantor within thirty (30) days and the trusteeship or receivership is dissolved; and/or any execution or other judicially authorized seizure of all or substantially all the assets of Tenant located on the Premises, or of Tenant's interest in this Permit, unless that seizure is discharged within thirty (30) days.

(b) City may pursue any and all remedies at law or in equity including seeking all monetary damages and termination of this Permit. City's remedies are cumulative and not inclusive. Nothing herein shall imply that City's right to revoke or terminate this Permit as provided in Section 3 of this Permit is limited in any way. All personal property that remains on the Premises after Tenant vacates the Premises shall become the property of City, at City's option.

(c) City acknowledges that (i) Tenant is a non-profit organization, managed by uncompensated volunteer directors; (ii) Tenant was set up for the limited purpose of, and for the limited duration of this Permit, providing certain training facilities to NFs and to accommodate legacy users of the Premises to the extent Tenant's financial and other resources can provide those accommodations; (iii) Tenant's source of funds is almost exclusively derived from license and other fees charged to the NFs and modest fees charge to the legacy users in each case for use of the Premises; and (iv) that Tenant has little to no ability to make material increases to those license or other fees. Accordingly, and notwithstanding anything in this Permit to the contrary, any damages recoverable by the City against the Tenant for any failure of Tenant to perform any of its obligations under this Permit, including, without limitation, any indemnification obligations, shall be limited by, and shall not exceed, the amount of Compensation payable by Tenant, and available insurance proceeds, and the City shall not seek or pursue any claim for damages personally against any of Tenant's directors or officers.

13. Compliance with Applicable Laws and Environmental Obligations.

(a) At all times in its use and occupancy of the Premises and its conduct of operations thereon, Tenant, at Tenant's sole cost and expense, shall comply with all applicable federal, state, county, City, or government agency laws, statutes, ordinances, standards, codes (including all building codes), rules, regulations, requirements, or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises and/or Tenant's operations and conduct of its business. Applicable Laws shall include, but not be limited to, all environmental laws and regulations in effect now or hereafter in effect including:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 USCS §§ 9601 *et seq.*) in its present or successor form and its implementing regulations;

(ii) The Resource Conservation and Recovery Act and Hazardous and Solid Waste Amendments of 1984 ("RCRA") (42 USCS §§ 6901 *et seq.*) in its present or successor form and its implementing regulations;

(iii) The federal Clean Water Act (33 USCS §§ 1251 *et seq.*) in its present or successor form and its implementing regulations;

(iv) The California Porter-Cologne Water Quality Control Act (California Water Code §§ 13020 *et seq.*) in its present or successor form and its implementing regulations;

(v) The federal Clean Air Act (42 USCS §§ 7401 *et seq.*) in its present or successor form and its implementing regulations;

(vi) The California Clean Air Act of 1988 (Chapter 1568, Statutes of 1988) in its present or successor form and its implementing regulations;

(vii) The California Lewis-Presley Air Quality Management Act of 1976 (California Health and Safety Code §§ 40400 *et. seq.*) in its present or successor form and its implementing regulations; and

(viii) Any other applicable federal, state, or local law, regulation, ordinance or requirement (including consent decrees and administrative orders imposing liability or standard of conduct) now or hereinafter in effect which concerns Environmentally Regulated Material (as defined in Section 13(c)), the Premises, and/or Tenant's use and/or occupancy thereof.

(b) Tenant shall comply immediately with all applicable environmental policies, rules, and directives of City's Harbor Department, known as the Port Environmental Policies. This Permit shall be construed in accordance with California law.

(c) Tenant shall not cause or permit any Environmentally Regulated Material, as defined in this Section 13(c), to be generated, brought onto, handled, used, stored, transported from, received, or disposed of (hereinafter sometimes collectively referred to as "handle" or "handled") in or about the Premises except for limited quantities of standard office and janitorial supplies containing chemicals categorized as Environmentally Regulated Material and except as permitted, required, or necessary under Section 2 of this Permit, if any. Tenant shall handle all such Environmentally Regulated Material in strict compliance with Applicable Laws in effect during Tenant's occupancy. The term "Environmentally Regulated Material" shall mean:

(i) Any "hazardous substance" as that term is defined in the CERCLA;

(ii) "Hazardous waste" as that term is defined in the RCRA;

(iii) Any pollutant, contaminant, or hazardous, dangerous, or toxic chemical, material, or substance, within the meaning of any other applicable federal, state, or local law, regulation, ordinance, or requirement (including consent decrees and administrative orders imposing liability or standard of conduct concerning any hazardous, dangerous, or toxic waste, substance, or material, now or hereinafter in effect);

(iv) Radioactive material, including any source, special nuclear, or byproduct material as defined in the Atomic Energy Act of 1954 (42 USCS §§ 2011 *et seq.*) in its present or successor form;

(v) Asbestos in any form or condition;

(vi) Polychlorinated biphenyls ("PCBs") and any substance or compound containing PCBs; and

(vii) Petroleum products.

(d) Tenant shall remediate or cause the remediation of any spill, discharge, or release of any Environmentally Regulated Material that occurs in, on, under, or about the Premises ("Contamination"), whether caused by Tenant or any third-party consultant, contractor, or invitee of Tenant during Tenant's occupancy of the Premises, including Contamination of improvements, adjacent harbor waters, soil, sediment, groundwater, or air, or of adjacent premises (including soil, sediment, groundwater, or air) and including Contamination that is considered a nuisance under Applicable Laws. Remediation shall be to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board, by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment, or other material it may place or cause to be placed on site such that no encumbrances, such as deed or land use restrictions, be imposed on the Premises as a result of such Contamination. In fulfilling the obligations under this Section 13, Tenant shall also comply with any other conditions reasonably imposed by City. If Tenant knows or has reasonable

cause to believe that Contamination has occurred in, on, under, or about the Premises, Tenant shall immediately give written notice to City.

(e) Tenant bears full responsibility for compliance with any and all Applicable Laws due to Tenant's use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination, but assumes no obligation for such compliance or responsibility that is placed on the owner of the Premises, on the owner of any improvements on the Premises, on any other user of the Premises other than Tenant's own invitees. For purposes of CERCLA, and any and all other Applicable Laws, City shall be considered the owner and operator for all operations and work conducted by City and its consultants, contractors, and invitees on the Premises. Tenant agrees that any claims, damages, fines, or other penalties asserted against or levied on City and/or Tenant as a result of Tenant's noncompliance with any Applicable Laws shall be the sole responsibility of Tenant and that Tenant shall indemnify and hold City harmless from any and all such claims, damages, fines, penalties, and/or judgments, as well as any costs expended to defend against such claims, damages, fines, and penalties and/or judgments, including attorneys' and experts' fees. City, at its sole option, may pay such claims, damages, fines, penalties, and/or judgments resulting from Tenant's noncompliance with any of the aforementioned authorities, and Tenant shall indemnify and reimburse City for any such payments.

(f) In discharging Tenant's obligations under this Permit, if Tenant disposes of any Contamination, within thirty (30) days of Tenant's receipt of original documents, Tenant shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site, and the location of the disposal site. Neither City, Port of Los Angeles, nor Los Angeles Harbor Department shall appear on any manifest document as a generator of such material.

(g) In discharging Tenant's obligations under this Permit, Tenant shall perform any tests using a laboratory certified by Environmental Laboratory Accreditation Program (ELAP), under the State Water Resources Control Board, or other similar laboratory upon City's written approval. By signing this Permit, Tenant hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, tests results, and data gathered. As used in this Section 13, "Tenant" includes agents, employees, contractors, subcontractors, and/or invitees of Tenant.

(h) Tenant shall implement City's Harbor Department's policies, known as Best Management Practices, in order to reduce the potential for pollutants to enter Harbor waters, as follows:

(i) Facility Operations: Clean and maintain facility regularly. Use dry cleaning methods whenever possible; avoid washing areas down. Do not allow sweepings or sediment to enter the storm drain or the Harbor. Where feasible, collect wash water for disposal or direct to a clarifier. Do not encourage scavengers. Do not feed birds, feral cats, sea lions, or other scavengers. Recycle whenever possible.

(ii) Maintenance Operations: Use drip pans to prevent any drips or leaks from contacting the ground during maintenance and fueling operations. Clean spills or drips immediately using dry methods. Use spill cleanup kits to confine or contain spills. Do not hose down equipment or allow process water to enter the storm drain or the Harbor. Place tarps beneath maintenance and repair operations to prevent materials such as paint chips and metals from contacting the ground.

(iii) Material and Waste Handling and Storage: Train employees responsible for waste management on handling and disposal procedures. Store all hazardous and universal waste in accordance with all federal, state, and local regulations. Store all materials and waste inside and in secondary containment. If stored outside, store only in designated, covered, and contained areas. Store waste in covered, leak proof, labeled containers. Keep lids closed on all outdoor containers including dumpsters. Store all oily products (e.g. engines), batteries, tires, and metal off the ground and under cover when stored outdoors.

(iv) Except as may be otherwise provided in this Permit, Tenant's obligations in this Section 13 shall survive the Termination Date of this Permit.

14. Restoration and Surrender of Premises.

(a) Subject to Section 14(d) of this Permit, on or before the Termination Date of this Permit, unless otherwise excused in writing by Executive Director, Tenant shall quit and return possession of the Premises to City including all Tenant and City improvements, and leaving the Premises in a "broom clean" condition, reasonably acceptable to Executive Director, as the same were in at the time of the first occupation thereof by Tenant under this Permit. Tenant shall not damage paving installed by City or any unpaved areas regardless of the nature of Tenant's operations on the Premises and shall leave the Premises with no excavations or holes in the paving or unpaved areas.

(b) In addition to, and not as a substitute for any remedies provided by this Permit or at law or equity, Tenant shall defend, indemnify, and hold harmless City from any and all claims and/or causes of action, damages, liabilities, judgments, expenses, penalties, loss of rents, and attorneys' and consultants' fees arising out of or involving: (i) Liens on the Premises or Structures; (ii) Orders or enforcement actions pending against or in connection with the Premises, the Permitted Use, and/or this Permit; (iii) The cleanup of any Contamination caused by Tenant including, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement. The obligations under this Section 14 shall survive the Termination Date of this Permit.

(c) Nothing contained in this Permit shall create any right in Tenant or any sublessees of Tenant for relocation assistance or payment from City upon termination of this Permit (whether by revocation (Section 3) or default (Section 12) or any other reason. Tenant acknowledges and agrees that it shall not be entitled to any relocation assistance or payment pursuant to the provisions of any state or federal law, including Title 1, Division 7, Chapter 16 of the California Government Code (§§ 7260 *et seq.*) with respect to any relocation of its business or activities upon the termination of this Permit whether by City, by Tenant, pursuant to Section 12 of this Permit, or by operation of law.

(d) If Tenant's improvements remain on the Premises upon the Termination Date, City shall have the right to remove and/or demolish the same at City's cost without compensation to Tenant for loss of its improvements. In that event, Tenant agrees to pay to City, upon demand, City's costs of any such removal or demolition. Notwithstanding the foregoing, City reserves the right, at its option, to accept any works, buildings, or other improvements upon the Premises, including a change in the grade thereof, as constructed or altered, in lieu of restoration of the Premises to their condition prior to such construction or alteration.

15. Indemnity.

(a) Except as may arise from the sole negligence or willful misconduct of City, Tenant shall at all times relieve, indemnify, protect, and save harmless City and any and all of its boards, officers, agents, and employees from any and all claims and demands, actions, proceedings, losses, liens, costs, and judgments of any kind and nature whatsoever, including cost of litigation (including all actual litigation costs incurred by City, including but not limited to costs of experts and consultants), for death of or injury to persons, or damage to property, including property owned by or under the care and custody of City, and for civil fines and penalties that may arise from or be caused directly or indirectly by:

(i) Any dangerous, hazardous, unsafe, or defective condition of, in, or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Tenant, its officers, agents, employees, sublessees, licensees, or invitees;

(ii) Any operation conducted upon, or any use or occupation of, the Premises by Tenant, its officers, agents, employees, sublessees, licensees, or invitees under or pursuant to the provisions of this Permit or otherwise;

(iii) Any act, error, omission, willful misconduct, or negligence of Tenant, its officers, agents, employees, sublessees, licensees, or invitees, arising from the use, operation, or occupancy of the Premises, regardless of whether any act, omission, or negligence of City, its officers, agents, or employees contributed thereto; or

(iv) Any failure of Tenant, its officers, agents, or employees to comply with any of the terms or conditions of this Permit or any Applicable Laws.

(b) Tenant also agrees to indemnify City and pay for all damages or loss suffered by City and City's Harbor Department including, but not limited to, damage to or loss of property, to the extent not insured by City, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in this Section 15. The term "persons" as used in this Section 15 shall include, but not be limited to, officers and employees of Tenant.

(c) The indemnity obligations under this Section 15 shall survive the Termination Date of this Permit and shall apply regardless of the active or passive negligence of City and regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

16. Insurance. In addition to, and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 15 of this Permit, Tenant shall procure and maintain at its expense and keep in force at all times during the term of this Permit the following insurance:

(a) Commercial general liability, including contractual liability and property damage insurance, written by an insurance company authorized to do business in the State of California, or approved by the California Department of Insurance as a surplus lines insurer eligible to do business in California, rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Tenant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) for injury or death to one or more persons out of each accident or occurrence and Five Million Dollars (\$5,000,000) for bodily injury and property damage for each occurrence / Ten Million Dollars (\$10,000,000) general aggregate. Where Tenant provides or dispenses alcoholic beverages, host liquor liability coverage shall be provided with the same limits of liability as above. Where Tenant's operations involve work within fifty (50) feet of railroad track, Tenant's general liability coverage shall also have the railroad exclusion deleted.

(b) In addition to and concurrently with the aforesaid commercial general liability, either by an endorsement thereto or by a separate policy, damage to rented premises insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000) covering legal liability of Tenant for damage or destruction to the works, buildings, and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board, with waiver of subrogation in favor of Tenant so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Tenant at any time during the term of this Permit.

(c) If Tenant owns, leases, or hires one or more automobiles, automobile insurance with limits of liability not less than One Million Dollars (\$1,000,000) covering injuries or death resulting from each accident or claim arising out of any one claim or accident. This insurance shall cover all owned, non-owned, and/or hired automobiles.

(d) Fire and extended coverage insurance covering One Hundred percent (100%) of the replacement value of the works, buildings, and improvements erected or owned by Tenant on the Premises, with such provision in the policies issued to cover the same, or in riders attached thereto, as will provide for all losses to be payable to Board to be held in trust for reconstruction. In the event of loss or damage by fire to any of such works, buildings, or improvements, Tenant shall undertake replacement or reconditioning of such items within ninety (90) days following any such loss. As Tenant undertakes such replacement or reconditioning, such proceeds shall be released by Board to Tenant as payments are required for said purpose. Upon the completion of such replacement or reconditioning to the satisfaction of Executive Director, any balance thereof remaining shall be paid to said Tenant forthwith.

(e) If Tenant maintains higher limits than the minimums required above, City requires and shall be entitled to coverage for the higher limits maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(f) Limits for coverage required under Section 16 of this Permit shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her sole judgment, such retention or self-insurance is justified by the net worth of Tenant. The self-insured retention or self-insurance shall provide that any other insurance maintained by City's Harbor Department shall be excess of Tenant's insurance and shall not contribute to it. In all cases, regardless of any deductible, retention, or self-insurance, Tenant shall have all the obligations of an "insurer" under the California Insurance Code and said insurance shall be deemed to include a defense of suits provision and a severability of interest clause.

(g) Policies submitted pursuant to Section 16 of this Permit shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

(i) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles, acting by and through its Harbor Department, the Board of Harbor Commissioners, and their officers, agents, and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts, and activities of all the insureds, including any negligence of the additional insureds, under Revocable Permit No. 25-32, and under any amendments, modifications, extensions, or renewals of said Permit regardless of whether such contractual obligations, operations, uses, occupations, acts, and activities occur on the Premises or elsewhere."

(ii) "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by the City is excess coverage."

(iii) "In the event of one of the named insureds incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the insurance company's limit of liability."

(iv) "Notice of occurrences or claims under the policy shall be made to the City's Risk Manager with copies to the Los Angeles City Attorney's Office."

(h) If tenant retains any employees, Tenant shall secure the payment of compensation to any employees injured while performing work or labor necessary for and incidental to performance under this Permit in accordance with Section 3700 of the California Labor Code. Tenant shall file with City one of the following:

(i) A certificate of consent to self-insure issued by the Director of Industrial Relations, State of California;

(ii) A certificate of Workers' Compensation insurance issued by an admitted carrier;
or

(iii) An exact copy or duplicate thereof of the policy certified by the Director of Industrial Relations or the insurer.

Such documents shall be filed prior to Tenant's occupancy of the Premises. Where Tenant has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act ("USLHWC Act"), Tenant shall furnish proof of such coverage to City. It is suggested that Tenant consult with its insurance professional of its choosing to determine whether its proposed operation methods will render its employees

subject to coverage under the USLHWC Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

(i) All insurance procured by Tenant shall comply with the following:

(i) For each insurance policy, the Tenant shall give to the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

(ii) Electronic submission is the required method of submitting Tenant's insurance documents. KwikComply® is City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to City. Tenant's insurance broker or agent shall obtain access to KwikComply® at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Tenant's behalf.

(iii) Prior to the expiration of each policy, Tenant shall show through submitting to KwikComply® that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to KwikComply®. If Tenant neglects or fails to secure or maintain the required insurance, or if Tenant fails to submit proof of insurance as required above, City's Harbor Department may, at its option and at the expense of Tenant, obtain such insurance for Tenant.

(iv) Executive Director, at his or her discretion, based upon recommendation of the Risk Manager of City's Harbor Department, may request that Tenant increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving written notice to Tenant.

(v) Immediately upon procuring any and all policies of insurance required herein, Tenant must request from Tenant's insurance carrier(s) full certified copies of such policies of insurance. Tenant shall thereafter provide such full certified copies of such policies to City within thirty (30) days of Tenant's receipt of such policies from Tenant's insurance carrier(s). Tenant's obligation to provide such copies shall survive the Termination Date regardless of whether Tenant receives such policies prior to or after the Termination Date. Tenant shall further provide written notice to City of any change of terms of any policies of insurance required herein within thirty (30) days of any such change.

(vi) Tenant shall report in writing to Executive Director within fifteen (15) days after it, its officers, or its managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Ten Thousand Dollars (\$10,000) to property, occurring upon the Premises, or elsewhere within the Harbor District, if Tenant's officers, agents, or employees are involved in such an accident or occurrence. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of known witnesses; and (5) such other relevant information as may be known to Tenant, its officers, or its managing agents.

17. No Assignments/Subleases/Transfers. No transfer of this Permit, or any interest therein or any right or privilege thereunder, regardless of whether accomplished by a separate agreement, sale of stock or assets, merger or consolidation or reorganization by or of Tenant (or any entity that directly or indirectly controls or owns fifty percent (50%) or more of Tenant), or accomplished in any other manner, whether voluntary or by operation of law, including but not limited to assignment, sublease, transfer, gift, hypothecation, or grant of total or partial control, or any encumbrance of this Permit (hereafter collectively referred to as "Transfer"), shall be valid or effective for any purpose. "Transfer" also shall include the involvement of Tenant or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout, or otherwise) whether or not a formal assignment or hypothecation of this Permit or Tenant's assets, which involvement results in a reduction of the net worth

of Tenant (defined as the net worth of Tenant, excluding guarantors, established by generally accepted accounting principles) by an amount greater than twenty-five percent (25%) of such net worth as it was represented at the time of the execution of this Permit or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater. For purposes of this Section 17, the term "by operation of law" includes but is not limited to: (1) the placement of all or substantially all of Tenant's assets in the hands of a receiver or trustee; or (2) a transfer by Tenant for the benefit of creditors; or (3) transfers resulting from the death or incapacity of any individual who is a Tenant or of a general partner of a Tenant.

18. Tenant Name Change. Tenant shall notify City in writing within ten (10) days of making any changes to its name as set forth in the preamble of this Permit and shall provide City with all documents in connection with the change.

19. Transfer of Stock. If Tenant is a stock corporation and more than ten percent (10%) of the outstanding shares of capital stock of Tenant is traded during any calendar year after filing its application for this Permit, Tenant shall notify Executive Director in writing within ten (10) days after the transfer date. If more than twenty-five percent (25%) of Tenant's stock is transferred, whether by one or by means of successive transfers, regardless of whether Tenant is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of Section 17. Any such transfer shall void this Permit. Such a transfer is agreed to be a breach of this Permit which shall entitle the Executive Director to immediately terminate this Permit by giving written notice thereof.

20. Possessory Interest. THIS PERMIT MAY CREATE A POSSESSORY INTEREST BY TENANT WHICH MAY BE SUBJECT TO PROPERTY TAXATION. TENANT SHALL PAY ALL SUCH TAXES SO ASSESSED, AND ALL OTHER ASSESSMENTS OF WHATEVER CHARACTER LEVIED UPON ANY INTEREST CREATED BY THIS PERMIT. TENANT SHALL ALSO PAY ALL LICENSE AND PERMIT FEES REQUIRED FOR THE CONDUCT OF ITS OPERATIONS.

21. Termination for Misrepresentations. This Permit is granted pursuant to an application filed by Tenant with City. If the application or any of the attachments thereto contain any misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Permit, Executive Director may terminate this Permit immediately upon written notice to Tenant.

22. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by City of any of its obligations under this Permit, then either party hereto may terminate this Permit by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.

23. Conflict of Interest. It is understood and agreed that the parties to this Permit have read and are aware of the provisions of Section 1090 *et seq.* and Section 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of City's Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Permit. Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a financial interest does exist at the inception of this Permit, City may immediately terminate this Permit by giving written notice thereof.

24. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under this Permit, service shall be deemed sufficient if said notice is deposited in the United States mail, in a sealed envelope, addressed as set forth below, with postage thereon fully prepaid. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To City: Los Angeles Harbor Department
P.O. Box 151
San Pedro, California 90733-0151
Attention: Executive Director
Attention: Director of Real Estate

With a copy to: Office of City Attorney—Harbor Department
425 S. Palos Verdes Street
San Pedro, California 90731
Attention: General Counsel

To Tenant: Pathway to Podium
405 Via Chico, Suite 1
Palos Verdes Estates, California 90274
Attention: Chief Executive Officer

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Permit refer to calendar days unless otherwise specifically stated.

25. Construction of Agreement. This Permit shall not be construed against the party preparing it and shall be construed without regard to the identity of the person who drafted this Permit.

26. No Waiver. No waiver by either party at any time of any terms or conditions of this Permit shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of Compensation by City shall not be deemed a waiver of any other breach by Tenant of any term or condition of this Permit other than the failure of Tenant to timely make any particular Compensation payment so accepted. No breach of a covenant, term, or condition of this Permit will be deemed to have been waived by City unless the waiver is in writing and executed by City.

27. Joint and Several Obligations of Tenant. If more than one individual or entity comprises Tenant, the obligations imposed on each individual or entity that comprises Tenant under this Permit shall be joint and several.

28. Time of the Essence. Time is of the essence in this Permit.

29. Nondiscrimination and Affirmative Action Provisions. Tenant agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

30. Small/Very Small Business Enterprise Program. It is the policy of the Department and the City to provide Small Business Enterprises ("SBEs") and Very Small Business Enterprises ("VSBES") and Minority Business Enterprises ("MBEs"), Women's Business Enterprises ("WBEs"), Disabled Veteran Business Enterprises ("DVBES"), and all Other Business Enterprises ("OBEs") an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. To the fullest extent allowed by law, Tenant is encouraged to assist the Department and City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBES, MBEs, WBEs, DVBES, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBES, MBEs, WBEs, DVBES, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Permit.

31. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. Board adopted Resolution No. 5771 on January 3, 1999, to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention, set forth at Section 10.36 *et seq.* of the Los Angeles Administrative Code, as the policy of City's Harbor Department. Further, Charter Section 378

requires compliance with City's Living Wage requirements, set forth at Section 10.37 *et seq.* of the Los Angeles Administrative Code. Tenant shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Permit and otherwise pursue legal remedies that may be available.

32. Wage and Earnings Assignment Orders/Notices of Assignments. Tenant is obligated to fully comply with all applicable state and federal employment reporting requirements for Tenant and/or its employees. Tenant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Tenant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Section 5230 *et seq.* of the California Family Code. Tenant will maintain such compliance throughout the term of this Permit.

33. Equal Benefits Policy. Board adopted Resolution No. 6328 on January 12, 2005, to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, set forth at Section 10.8.2.1 *et seq.* of the Los Angeles Administrative Code as a policy of City's Harbor Department. Tenant shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate this Permit and otherwise pursue legal remedies that may be available.

34. Business Tax Registration Certification. Tenant represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by City's Business Tax Ordinance set forth at Sections 21.00 *et seq.* of the Los Angeles Municipal Code, or an exemption therefrom. Tenant shall provide City evidence that all such Certificates, or such exemption, have been obtained. Tenant shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended.

35. State Tidelands Act. This Permit, the Premises, and Tenant's use and occupancy thereof shall at all times be 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 (1929 Cal. Stats., Ch. 651), as amended, and Article VI of the Charter of City of Los Angeles relating to such lands. Tenant shall not undertake any use of the Premises, even a Permitted Use, which is or will be inconsistent with such limitations, conditions, restrictions, and reservations.

36. Section Headings. Section headings used in the Permit are merely descriptive and not intended to alter the terms and conditions of the sections.

37. Integrated Agreement. It is understood that this Permit supersedes and cancels any and all previous negotiations, arrangements, representations, agreements, negotiations, and understandings, if any, between the parties related to the subject matter of this Permit and there are no oral agreements that affect any of the terms of this Permit.

38. Amendments. No provision of this Permit may be amended except by an agreement in writing signed by City and Tenant. Any such modifications are subject to all applicable approval processes set forth in City's Charter, City's Administrative Code, or other applicable law.

39. Governing Law and Venue. This Permit is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced, and governed under the laws of the State of California without reference to choice of law rules. Any action or proceeding arising out of or related to this Permit shall be filed and litigated in the state or federal courts located in the County of Los Angeles, State of California.

(signature page follows)

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

DATED: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

The undersigned Tenant hereby accepts the foregoing Permit and agrees to abide by, to be bound by, and to observe each and every of the terms, conditions, and covenants thereof.

DATED: 4/22/2020

PATHWAY TO PODIUM

By: 
KELLY MARIE
Chief Executive Officer

By: 
BILL SCHOPP

APPROVED AS TO FORM AND LEGALITY

April 22, 2026
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: 
JANET KARKANEN, Assistant City Attorney

Exhibit A



MARCH 2026

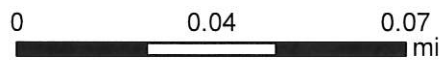


Exhibit A



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EXHIBIT B

Tenant Maintenance and Repair Responsibilities

- Tenant shall provide light cosmetic and non-structural routine maintenance of the main building, the boathouse, and outside restrooms (e.g. changing light bulbs, clearing clogged drains, and general cleaning).
- Tenant shall provide sufficient dumpsters or other like containers for trash collection and disposal and keep the Premises free and clear of rubbish, debris, and litter at all times.
- Tenant shall perform annually, at a minimum, before the commencement of the rainy season, inspections and cleaning of any storm water catch basins (including filters), maintenance holes, and drains, maintaining the submerged land underlying any water berthing area at the Premises free and clear of debris.
- Tenant shall keep and maintain the Premises in a safe, clean, and sanitary condition in accordance with all applicable federal, state, municipal, and other laws, ordinances, rules, and regulations