

AGREEMENT NO.

**NON-DISTURBANCE AND ATTORNMENT AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
SIGNAL STREET OPERATING, LLC**

This Non-Disturbance and Attornment Agreement (“**Agreement**”) dated _____, 2021, 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 SIGNAL STREET OPERATING, LLC, a Delaware limited liability company (“**Subtenant**”).

City, acting by and through its Board, is lessor under that certain AMENDED AND RESTATED LEASE NO. 904A, dated August 23, 2017, and as amended 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 Master Lease (the “**AltaSea Property**”). Subtenant has subleased certain rooftop space on the AltaSea Property (the “**Subleased Premises**”) and thereupon seeks to build a solar photovoltaic system (the “**Solar Facility**”), pursuant to that certain Sublease for certain rooftop space (the “**Sublease**”) substantially in the form 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), the City agrees not to disturb Subtenant’s possession of the Subleased Premises, to recognize the rights of Subtenant to own and operate the Solar Facility on the Subleased Premises for the duration of the term of the Sublease, and to perform for the benefit of the Subtenant the obligations of AltaSea under the Sublease arising after the date of such termination 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 with respect to Other Uses as defined in Section 6.2 of 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. 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. Solar Facility is Subtenant’s Personal Property. The parties agree that the Solar Facility, all improvements and equipment related thereto, and the renewable energy (including environmental credits and related attributes) produced by the Solar Facility are all solely owned by Subtenant, and that no such property or credits shall be considered fixtures to the Subleased Premises, but shall remain the sole personal property of Subtenant and may be removed by Subtenant at any time in its sole discretion without any approval or consent from the City.

3. 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.

4. Term of the Agreement. This Agreement shall be in full force and effect for the same term of the Sublease between AltaSea and Subtenant, and, notwithstanding earlier termination of Lease 904A, in which case Section 1 of this Agreement shall apply, the term of this Agreement shall not exceed the year term set forth in Lease 904A.

5. 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 or sent by certified mail, return receipt requested, as follows:

Subtenant: Signal Street Operating, LLC
315 Post Road West
Westport, CT 06880
Attention: Legal

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

6. 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.

7. 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.

8. 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, 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. 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: _____, 2021

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

SIGNAL STREET OPERATING, LLC, a Delaware
limited liability company

Dated: August 10, 2021

By: 
Name: Bruce P Wiegand
Title: Authorized Signatory

Attest: Susan Amble
Witness
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

_____, 2021
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
Heather M. McCloskey, Deputy