

**LEASE TERMINATION AGREEMENT AND
ASSIGNMENT OF SUBLEASES**

THIS LEASE TERMINATION AGREEMENT AND ASSIGNMENT OF SUBLEASES ("Agreement") is by and between PORTS O'CALL RESTAURANT CORPORATION ("POCRC"), on the one hand, and the

CITY OF LOS ANGELES ("CITY") acting through its Board of Harbor Commissioners ("BOARD"), on the other hand, and is dated January __, 2016, for reference. POCRC and the CITY are collectively referred to herein as the "PARTIES" and individually, each as a PARTY.

RECITALS

A. WHEREAS, on or about April 24, 1975, CITY and POCRC entered into Lease No. 305-2 ("Lease 305-2") and Lease No. 305-3 ("Lease 305-3") (collectively, the "Leases") for the use of certain premises located in Ports O' Call Village in the Port of Los Angeles, as more particularly described and delineated in Exhibit "A" to each of the respective Leases. (The premises which are the subject of Lease 305-2 shall be referred to as the "Lease 305-2 Premises." The premises which are the subject of Lease 305-3 shall be referred to as the "Lease 305-3 Premises". The term "Premises" shall refer to the Lease 305-2 Premises and Lease 305-3, collectively.) A copy of a site map of the Premises is attached hereto as Exhibit "A".

B. WHEREAS, Lease 305-3 was amended by a First Amendment to Lease to No. 305-3 ("First Amendment to Lease 305-3") effective April 1, 1980 which, among other things, deleted certain area from the Lease 305-3 Premises. All references to Lease 305-3 shall include the First Amendment unless otherwise stated.

C. WHEREAS, POCRC has entered into various subleases for portions of the Premises, including the following sublease agreements: (i) a written Lease [sublease] Agreement entered into in or about April 1980 by and between POCRC and MURRAY WESTERN FOODS, INC., predecessor-in-interest of current subtenant RM Acapulco Restaurant LLC dba Acapulco Restaurant amended by an Amendment to Sublease Agreement effective as of November 30, 2014 (collectively, the "Acapulco Sublease") at the premises commonly known as Berth 83, 750 Sampson Way; (ii) a written Lease [sublease] agreement dated July 29, 1980 by and between POCRC and SAN PEDRO FISH AND OYSTER COMPANY dba Crusty Crab amended by a First Amendment to Sublease Agreement dated August 30, 2005 and a Second Amendment to Sublease Agreement effective as of November 30, 2014 (collectively the "Crusty Crab Sublease") for the premises commonly known as Berth 79, 1146 Nagoya Way; (iii) a written Lease Agreement [sublease] dated March 31, 1980 by and between POCRC and ABC INTERNATIONAL, INC., amended by a First Amendment to

Sublease Agreement dated July 1, 1994 by and between POCRC and the assignee of ABC International, Inc., 3T Marketing Corporation ("3T"); a Second Amendment to Sublease Agreement dated September 20, 2005 by and between POCRC and 3T; a Third Amendment to Sublease Agreement dated August 21, 2001 by and between POCRC and Sam Cho and Sung Cho; and a Fourth Amendment to Sublease Agreement by and between Sam Cho and Sung Cho (collectively, the "Pan Pacific Sublease") for the premises commonly known as Pan Pacific Village, Berth 79, 1136 Nagoya Way (collectively the "Pan Pacific Sublease"); (iv) a written Sublease Agreement dated by and between POCRC and JUSTINIM, INC. dba Marina Seafood Restaurant dated April 16, 2012, amended by an Amendment to Sublease Agreement dated as of November 30, 2014 (collectively, the "Marina Seafood Restaurant Sublease" for the premises commonly known as 1050 Nagoya Way, Berth 80. The Acapulco Sublease, the Crusty Crab Sublease; the Pan Pacific Sublease, and the Marina Seafood Restaurant Sublease are collectively referred to herein as the "Restaurant Subleases" and each as a "Restaurant Sublease".) (Copies of all Restaurant Subleases and amendments thereto are attached hereto as Exhibit "B".)

D. WHEREAS, on or about April 14, 1980, POCRC and Al Larsen Boat Shop entered into a written Lease [sublease] agreement ("Marina Sublease") for a portion of the Premises ("San Pedro Marina Premises") for use as a marina which includes, among other things, boat slips and outbuildings including the building commonly known as 950 Sampson Way, San Pedro, CA. The building commonly known as 950 Sampson Way, San Pedro, CA is hereinafter referred to herein as the "Blue Building." The Marina Sublease was terminated in an unlawful detainer proceeding in or about October of 2014. POCRC is currently prosecuting a civil action (LASC Case No. 14F07039) for damages against the former tenants (Charles C. Yu, Alice Kwan & Steven K. Kwan, successors-in-interest to Al Larsen Boat Shop with respect to the Marina Sublease and San Pedro Marina Premises;

E. WHEREAS, Lease 305-2 and Lease 305-3 have each expired by their respective terms on December 31, 2014 and have been continuing on a month-to-month holdover basis;

F. WHEREAS, Lease 305-2 and Lease 305-3 each require, among other things, Tenant to remove, at its sole cost and expense, all works, structures and improvements and facilities of any kind as provided in Section 11 of Lease 305-2 and Section 11 of Lease 305-3 (which obligation is collectively referred to herein as the "Restoration Obligation").

G. WHEREAS, CITY and POCRC have agreed to enter into this Agreement whereby (i) POCRC will assign all of its interest in the Restaurant Subleases to CITY as more particularly described in the Agreement below; (ii) POCRC will assign all of its interest in the boat slips and the boat slip tenancy/rental/occupancy agreements ("boat slip agreements") in the San Pedro Marina Premises as more particularly described in the Agreement below; (iii) POCRC will serve termination notices upon all boat slip subtenants/renters/occupants ("boat slip occupants") in the San Pedro Marina Premises, as described more particularly below; (iv) CITY shall have the right, and the

responsibility, to prosecute any and all necessary evictions as against the boat slip occupants in the San Pedro Marina Premises in the timeframe it chooses and is not required to do so before the Effective Date of this Agreement; (v) POCRC shall demolish the Blue Building as provided in Section 2, below; (vi) other than the demolition of the Blue Building, POCRC shall be relieved of all demolition and Restoration Obligations imposed by Lease 305-2 and Lease 305-3; and (vii) to confirm the termination of Lease 305-2 and Lease 305-3 per the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, CITY and POCRC agree as follows:

AGREEMENT

1. ASSIGNMENT & TERMINATION OF BOAT SLIPS IN THE SAN PEDRO MARINA PREMISES: CITY will provide a form notice of termination which POCRC will then serve upon each boat slip occupant at the San Pedro Marina Premises which shall terminate the boat slip agreement or occupancy of each boat slip occupant. POCRC shall provide to CITY a copy of each aforementioned notice of termination and a written "proof of service" stating the method of service, in care of the City Attorney within 3 days of service of the Notice. CITY shall have the right and responsibility, on CITY's timeline and manner, to file an eviction (unlawful detainer) proceeding against any remaining boat slip occupant(s) of the San Pedro Marina Premises that do not vacate the premises timely per the notice of termination. POCRC agrees to cooperate fully in any proceeding to evict any of the boat slip occupants at the San Pedro Marina Premises including but not limited to appearing as a witness at any trial pertaining to the eviction proceedings and preparation for any such trial or other proceeding related to the eviction proceedings or termination of a boat slip occupancy and the return of same to the CITY.

- 1.1 POCRC shall remain responsible for the management of the Premises including the San Pedro Marina Premises through February 29, 2016. Thereafter POCRC shall have no responsibilities or liabilities, including but not limited to the duty to have insurance coverage, with regard to the Premises and the San Pedro Marina Premises other than as specified in this Agreement;
- 1.2 POCRC hereby assigns and transfers all of its right, title and interest in each of the boat slip agreements to CITY effective as of March 1, 2016, 12:01 a.m. Notwithstanding the foregoing, and commencing immediately, CITY shall have the right, responsibility and authority to commence, at a time and in a manner determined by CITY, unlawful detainer/eviction proceedings, as against all boat slip occupants who have not complied with the termination notices. POCRC shall not transfer the security deposits, if any, to CITY for the boat slip agreements and shall retain the responsibility with respect to such security deposits. Nothing herein shall affect the right of POCRC from using all or a portion of the security

deposits to satisfy any debt/obligation owing to POCRC pursuant to a boat slip agreement and/or by a current or former boat slip occupant.

- 1.3 It is expressly agreed that POCRC shall retain the right to legally pursue, including the filing of one or more legal actions, against any and all boat slip occupants for any and all outstanding debts/obligations they owe to POCRC as of February 29, 2016.

2. RESTORATION AND RETURN OF THE PREMISES POCRC shall comply with the Restoration Obligation for the Premises as follows: POCRC shall exercise its best efforts to obtain all necessary permits and commence the demolition of the Blue Building upon sixty (60) days written notice from CITY and thereafter shall diligently complete said demolition. Provided, however, that CITY shall give POCRC notice to demolish the Blue Building no later than July 1, 2016. If CITY does not give POCRC notice to demolish the Blue Building by July 1, 2016, then POCRC shall be relieved of the duty to demolish the Blue Building and shall, instead transfer the sum of Eighty Five Thousand Nine Hundred Dollars and No Cents (\$85,900.00), which sum includes funds for the installation of a sewer cap, to CITY no later than Monday, August 1, 2016 in lieu of conducting said demolition. CITY shall use its best efforts to cooperate with POCRC in expediting the issuance of any and all necessary permits required to commence the demolition of the Blue Building. Notwithstanding the foregoing, POCRC's duty to commence the demolition of the Blue Building is specifically contingent upon POCRC first obtaining all necessary permits. If CITY serves timely notice to demolish the Blue Building, then the footprint of the Blue Building shall be left in a level rolled flat dirt condition substantially even with the surrounding ground area. There shall be no requirement to install new or replacement landscaping or to otherwise repair or replace existing landscaping on the Premises; however, there shall be no removal of landscaping on the premises of the Assigned Subleases. POCRC is relieved of any and all further Restoration Obligations relative to the Premises other than the demolition of the Blue Building as indicated herein above.

3. ASSIGNMENT OF RESTAURANT SUBLEASES: POCRC hereby assigns all of its right, title and interest in each of the Restaurant Subleases (collectively, the "Assigned Subleases") to CITY which shall become effective as of March 1, 2016 as of 12:01 a.m. and each of the Assigned Subleases shall become a direct month-to-month lease with CITY under the terms of the respective Sublease. POCRC hereby represents that it is not in default or breach under any of the Assigned Subleases and that none of the subtenants under the Assigned Subleases are alleging that POCRC is in default or breach under its respective Sublease;

3.1 POCRC represents that, to the best of POCRC's knowledge, none of the subtenants under the Assigned Subleases are in default or breach under their respective Sublease except as provided on Exhibit "C" attached hereto;

3.2 POCRC represents that it has no security deposits for any of the Assigned Subleases except as listed on Exhibit "C" attached hereto;

with respect to said security deposits, POCRC shall have the right to deduct amounts it is rightfully owed under said security deposits up to the amount of said deposit before delivering said security deposit, to CITY and shall give notice concurrently to CITY with subtenant regarding the disposition of said deposit;

3.3 POCRC represents that it has no threatened or active litigation with or regarding any of the Assigned Subleases;

3.4 POCRC represents that it is not aware of any violation of any law or regulation currently existing with respect to the Assigned Sublease premises;

3.5 POCRC and CITY each agree that they will cooperate in giving written notice of the assignment ("Notice of Assignment") to the sublessees (tenants) under the Assigned Subleases and agree to cooperate with each other by, among other things, executing any and all documents, and performing any and all acts, required on their part which may be reasonably necessary to effectuate, complete and facilitate the provisions of this Agreement including but not limited to executing further documentation regarding the assignment of the Subleases to CITY, and if CITY so requests, POCRC shall assist CITY with obtaining an Estoppel Certificate from the sublessees (tenants) under the Assigned Subleases. Any such documents are to be prepared by, and at the expense of, CITY and POCRC shall have the right to review and reasonably approve of same. The Notice of Assignment shall include notification to the sublessees (assignee tenants) that rent due as of March 1, 2016 shall be paid to CITY and all sums due and owing to POCRC through February 29, 2016 including percentage rent that accrued through February 29, 2016 shall be paid to POCRC.

3.6 POCRC represents that the Assigned Subleases have not been modified or further amended beyond that as contained within the terms and provisions of Exhibit "C" hereto. POCRC further represents that the current monthly rental is as provided on the list of subtenants on Exhibit "C" attached hereto.

3.7 POCRC shall provide the following information for the aforementioned Exhibit "C": the name of each entity that is the current sublessee under each of the Assigned Subleases; POCRC's tenant contact including the name, the relationship to the subtenant of the person(s) named as the tenant contact, the contact address(es) of the tenant contact and the contact phone numbers and email addresses utilized by POCRC; the monthly base rent; the common area maintenance (CAM) charges, if any; the percentage rent obligation (calculation and amount for last payment period); and the amount of*/ the security deposit, if any (which security deposit shall be transferred

to CITY with notice given to the respective subtenant of the transfer and the amount); POCRC shall provide a Certificate of Insurance for each of the Assigned Subleases;

3.8 CITY is not assuming any obligations under the Assigned Subleases prior to the assignment of the Assigned Subleases and POCRC is not liable for any obligations under the Assigned Subleases that first arise after the assignment of the Assigned Subleases; POCRC shall indemnify CITY against any and all claims, costs, and expenses (including attorney's fees) arising out of or relating to any alleged defaults, breaches, claims and/or liabilities of any kind of POCRC under the Assigned Subleases for the period prior to the assignment of the Assigned Subleases;

3.9 The Assigned Subleases shall not be further assigned;

3.10 POCRC and CITY each acknowledge that the other is relying upon the representations made herein and that the representations set forth in this Agreement are material to both POCRC and CITY in entering into this Agreement.

4. RENT PAYMENT BY POCRC. POCRC's duty to pay rent shall end as of February 29, 2016 (i.e. POCRC is obligated to pay rent through February 29, 2016.)

5. TERMINATION OF LEASE 305-2 AND LEASE 305-3: The PARTIES acknowledge that this Agreement and each of its terms and conditions is subject to the approval of the BOARD, and any other CITY approvals, as needed, which must occur as a condition to the effectiveness of this Agreement. When this Agreement is fully approved by CITY, and this Agreement is fully signed by the parties hereto, Lease 305-2 and Lease 305-3 shall be deemed terminated effective as of February 29, 2016. (February 29, 2016 is last day of tenancy). Notwithstanding the termination, POCRC shall have the continuing duty to perform the obligations in this Agreement including but not limited to the Restoration Obligation (Section 2).

6. POCRC's RELEASE. POCRC (including all of its officers, employees, directors, members, guarantors, directors, representatives, agents, departments, subsidiaries and affiliates, assigns, insurers, attorneys, predecessors, successors, divisions, subdivisions and parents, and all persons or entities acting by, through, under or in concert with any of the foregoing) forever releases and discharges CITY including CITY's former, present and future boards, elected and appointed officials, employees, officers, directors, representatives, agents, departments, subsidiaries and affiliates, assigns, insurers, attorneys, predecessors, successors, divisions, subdivisions and parents, and all persons or entities acting by, through, under or in concert with any of the foregoing, from any and all obligations, whether known or unknown, arising under or out of the Leases and the Premises except for third party claims.

7. CITY'S RELEASE. CITY (including CITY's former, present and future boards, elected and appointed officials, employees, officers, directors, representatives, agents, departments, subsidiaries and affiliates, assigns, insurers attorneys, predecessors, successors, divisions, subdivisions and parents, and all persons or entities acting by, through, under or in concert with any of the foregoing) forever releases and discharges POCRC (including all of its officers, employees, directors, members, guarantors, directors, representatives, agents, departments, subsidiaries and affiliates, assigns, insurers, attorneys, predecessors, successors, divisions, subdivisions and parents, and all persons or entities acting by, through, under or in concert with any of the foregoing) from any and all obligations, whether known or unknown, arising under or out of the Leases and the Premises including but not limited to the Restoration Obligations under Section 11 of Lease 305-2 and 305-3 except for third party claims.

8. WAIVER OF SECTION 1542. There is a risk that, subsequent to the execution of this Agreement, a PARTY hereto will discover, incur or suffer loss, damages or injuries which are in some way related to the matters released but which are unknown or unanticipated at the time that this Agreement is executed. Each PARTY hereby assumes this risk and understands that this Agreement shall apply to all unknown or unanticipated losses or damages related to the matters released above as well as those known and anticipated. Each PARTY hereby expressly waives section 1542 of the California Civil Code which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Each PARTY understands and acknowledges the significance and consequence of this specific waiver of section 1542. Having the opportunity to consult with legal counsel, each PARTY expressly waives and relinquishes any and all rights and benefits which it, he or she may have under section 1542 of the Civil Code to the full extent that such rights and benefits may be lawfully waived pertaining to the subject matter of this Agreement.

9. POCRC represents and warrants to CITY that, with respect to the any of the Premises (a) it has not at any time assigned or transferred, or purported to assign or transfer any portion of the Premises and will not do so; (b) It is not aware of liens or contractual obligations owed on any of the personal property in the Premises or on the Premises other than to CITY under Lease; (c) it has the full right, power and specific authority to enter into, execute and consummate this Agreement; and (d) the entities and/or individuals executing this Agreement on behalf of POCRC have the full right and authority to do so.

10. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed against the Party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all Parties had jointly

prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the Parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against anyone Party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting Party shall not be applicable.

11. TITLES AND CAPTIONS. Any and all section titles in this Agreement are inserted only as a matter of convenience and for reference, and in no way defame, limit, extend or describe the scope of this Agreement or the intent of the PARTIES in including any particular provision in this Agreement.

12. ADVICE OF COUNSEL AND VOLUNTARY EXECUTION. Each PARTY has freely and voluntarily read and executed this Agreement and acknowledges that it fully understands the meaning, effect, significance and consequences thereof. Each PARTY has had the opportunity to consult with counsel prior to executing this Agreement.

13. NOTICES. All notices or other communications which a PARTY to this Agreement is required or may desire to give to the other PARTY under or in connection with this Agreement, shall (i) be delivered personally, (ii) sent by reputable overnight courier; (iii) sent by certified or registered mail, postage prepaid, addressed as set forth below, (iv) sent by facsimile to the numbers below, or (v) sent by electronic mail to electronic mail addresses set forth below.

If to POCRC:

Ports O' Call Restaurant Corporation
Attn: -John Tallichet
8191 E. Kaiser Boulevard,
Anaheim, CA 92808
jtallichet@srcmail.com

With a copy to:

Ports O' Call Restaurant Corporation.
Attn: General Counsel
8191 E. Kaiser Boulevard,
Anaheim, CA 92808
fdrelling@srcmail.com

If to CITY:

Los Angeles Harbor Department
425 S. Palos Verdes Street
San Pedro, CA 90731
Attn: Michael Galvin, Director of Waterfront
and Commercial Real Estate

With a copy to:
Los Angeles City Attorney's Office

425 South Palos Verdes Street
San Pedro, CA 90731
Attn: Estelle M. Braaf, Deputy
Fax: (310) 831-9778
E-mail: ebraaf@portla.org

Any such notice shall be deemed to have been given upon delivery or two business days after deposit in the mail as aforesaid. Either PARTY may change the address at which it desires to receive notice upon given written notice of such request to the other Parties.

14. MODIFICATION IN WRITING. This Agreement may be modified only by written agreement of all PARTIES. Any such modifications are subject to all applicable approval processes set forth in the Los Angeles City Charter, the Los Angeles City Administrative Code, or elsewhere.

15. WAIVER. A failure of any PARTY to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

16. GOVERNING LAW. This Agreement is made and entered into in the State of California and shall in all respects be construed, interpreted, enforced and governed under and by the laws of the State of California, without reference to choice of law rules.

17. SEVERABILITY. Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the PARTIES shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the PARTIES as closely as possible.

18. AUTHORITY. The undersigned have all requisite power and authority to execute this Agreement on behalf of the CITY and POCRC respectively and to consummate the actions and agreements contemplated hereby.

19. TIME IS OF THE ESSENCE. Time shall be of the essence as to all dates and times of performance, and obligations set forth herein, whether or not a specific date is, contained herein. If performance is required by the terms hereof on a Saturday, Sunday or legal holiday in California, the performance shall be made on the next business day.

20. MEDIATION. The PARTIES agree to use best efforts to cooperate with each other and to resolve any disputes that arise as quickly and efficiently as possible; the

PARTIES will first attempt to resolve disputes informally without the assistance of a third party. If the PARTIES are unable to resolve a dispute through discussion or negotiation, the PARTIES shall, as a condition precedent to further remedies at law or equity, first submit the dispute to an experienced mediator who shall be selected by and reasonably acceptable to each PARTY. The PARTIES shall agree upon the mediator not less than ten business (10) days after delivery of a written notice by one PARTY to another demanding mediation. The mediator shall have at least five (5) years' experience mediating disputes involving facilities similar to the Termination Premises. All mediation conducted pursuant to this paragraph shall be conducted in Los Angeles County, California. Each PARTY shall bear its own costs of participating in mediation and shall share equally the reasonable costs of the mediator. If the PARTIES involved in the mediation are unable to agree upon a Mediator within the above-referenced 10-day period, or if the mediator is selected but the PARTIES, negotiating in good faith, are unable to resolve and settle the dispute within thirty (30) calendar days after the dispute is first submitted to the mediator, then either PARTY may terminate the mediation and pursue other remedies.

21. ATTORNEY'S FEES. In any legal action, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing PARTY shall be entitled to "reasonable attorneys' fees" and any other costs and expenses, including, but not limited to, expert fees, incurred in that proceeding in addition to any other relief to which it is entitled. The "reasonable attorneys' fees" awarded under this paragraph shall be determined as the lesser of calculating the hours reasonably expended by each counsel for the prevailing PARTY multiplied by the prevailing market hourly rate in Los Angeles County for attorneys of comparable skill and experience and (2) attorney's fees reasonably expended by the prevailing PARTY.

22. ENFORCEMENT OF AGREEMENT. Nothing contained herein, including, but not limited to, provisions relating to releases or waiver of provisions of section 1542 of the Civil Code, is intended to, or shall, affect or limit any PARTY's right to enforce any provision of this Agreement. This Agreement is admissible in any judicial proceeding to enforce its terms despite any confidentiality provisions contained herein.

23. JURISDICTION. The parties hereto consent to the jurisdiction of the State of California, County of Los Angeles, for the enforcement of this Agreement.

24. INTEGRATED AGREEMENT. This Agreement contains the entire understanding and agreement between the PARTIES hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.

25. CONFLICT BETWEEN THIS AGREEMENT AND THE LEASES. In the event that a conflict exists between this Agreement and the Leases, the terms of this Agreement shall control.

26. EXECUTION IN COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement to be effective on the date first above written.

27. CITY'S DISCLOSURE OBLIGATIONS. POCRC acknowledges that CITY is subject to laws, rules and/or regulations generally requiring it to disclose records upon request, which laws, rules and/or regulations include but are not limited to the California Public Records Act (California Government Code sections 6250 et seq.) ("Disclosure Laws"). POCRC further acknowledges CITY's obligation and intent to comply with such Disclosure Laws in all respects. Notwithstanding the foregoing, in the event that CITY receives a request for disclosure of records prepared in connection with this settlement, CITY will notify POCRC in writing, enclosing a copy of such request, at which point POCRC may take whatever steps deemed appropriate, including but not limited to seeking a protective or other order excusing disclosure from a court of competent jurisdiction. In the absence of such an order from a court of competent jurisdiction excusing CITY from its disclosure obligations, CITY shall undertake whatever action is necessary to comply with the requirements imposed by the applicable Disclosure Law(s). In the event that any action is filed by POCRC and/or by any requester of information where POCRC elects to challenge any disclosure, and CITY is named as a party to that action, POCRC agrees to defend and hold CITY and CITY's former, present and future boards, elected and appointed officials, employees, officers, directors, representatives, agents, departments, subsidiary and affiliated entities, assigns, insurers, attorneys, predecessors, successors, divisions, subdivisions and parents, and all persons or entities acting by, through, under or in concert with any of the foregoing harmless from any and all defense costs or judgments or settlements in any such action.

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signatures on next page

CITY OF LOS ANGELES
HARBOR DEPARTMENT,
by its Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA,
Executive Director

Attest: _____
Board Secretary

PORTS O'CALL RESTAURANT
CORPORATION, a California
corporation

By 
John Tallichet, President
Print Name and Title of Officer

Dated: 1-13-16

Attest: 
Francis Drelling, General Counsel
Print Name and Title of Officer

APPROVED AS TO FORM AND LEGALITY

January 14, 2016
MICHAEL N. FEUER, CITY ATTORNEY
Janna B. Sidley, General Counsel

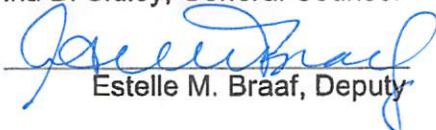
By 
Estelle M. Braaf, Deputy

EXHIBIT "B"

COPIES OF RESTAURANT SUBLEASES TO BE ASSIGNED

TO BE ATTACHED

EXHIBIT "C"

1. RM Acapulco Restaurant LLC dba Acapulco Restaurant (Acapulco Sublease)
Premises: Berth 83, 750 Sampson Way
Current Monthly Base Rent: \$19,410
Common Area Maintenance Charges: N/A
Percentage rent obligation (calculation and amount for last payment period);
10% OF MONTHLY FOOD SALES plus 12% OF MONTHLY LIQUOR/BEVERAGE SALES less
MINIMUM GUARANTEED MONTHLY RENT
Last percentage rent payment = \$10,479 12/11/15 10/2015% + 11/2015%
Security Deposit: -0-
Tenant Contact: Name, address, phone number, email
KATHLEEN SORENSON
ACAPULCO RESTAURANT (c/o Real Mex Restaurants)
5660 Katella Avenue, Suite 200, Cypress, CA 90630
(800) 735-3501 (562) 346-1263

2. SAN PEDRO FISH AND OYSTER CORPORATION dba Crusty Crab (Crusty Crab Sublease)
Premises: Berth 79, 1146 Nagoya Way
Current Monthly Base Rent: \$11,055
Common Area Maintenance Charges: N/A
Percentage rent obligation (calculation and amount for last payment period);
8% OF MONTHLY MARKET SALES plus 10% OF MONTHLY RESTAURANT SALES less
MINIMUM GUARANTEED MONTHLY RENT
Last percentage rent payment = \$9,951 12/18/15 11/2015%
Security Deposit: \$11,055
Tenant Contact: Name, address, phone number, email
ROSEMARY ICHIKAWA
CRUSTY CRAB RESTAURANT (c/o San Pedro Fish & Oyster Corp.)
1146 Nagoya Way, Berth 79
San Pedro, CA 90731-4408
(310) 519-9058

3. Sam Cho and Sung Cho (Pan Pacific Sublease)
Premises: Pan Pacific Village, Berth 79, 1136 Nagoya Way
Current Monthly Base Rent: \$25,127
Common Area Maintenance Charges: N/A
Percentage rent obligation (calculation and amount for last payment period);
10% OF MONTHLY RESTAURANT SALES less MINIMUM GUARANTEED MONTHLY RENT

Last percentage rent payment = Sam Cho \$10,356 12/9/15 11/2015%
Sung Chan Cho \$29,090 12/2/15 9/2015

Partial percentage rent payments are currently past due from Pan Pacific Village for the months of October and November 2015.

Security Deposit: -0-

Tenant Contact: Name, address, phone number, email

SAM CHO

SUNG CHAN CHO

PAN PACIFIC VILLAGE

1112 Nagoya Way, Suite F1

San Pedro, CA 90731

Sam Cho (310) 547-1961

Sung Chan Cho (310) 547-1940

--alternate contact for Sung Chan Cho is Jennie Cho thru Laura Chang, cell (626) 705-4716 or
laurachang@gmail.com

4. JSTINIM, INC. dba Marina Seafood Restaurant (Marina Seafood Restaurant Sublease)

Premises: Berth 80, 1050 Nagoya Way

Current Monthly Base Rent: \$10,000

Common Area Maintenance Charges: N/A

Percentage rent obligation (calculation and amount for last payment period);

10% OF MONTHLY SALES less MINIMUM GUARANTEED MONTHLY RENT

Last percentage rent payment = N/A (does not exceed minimum rent amount)

Security Deposit: \$25,000

Tenant Contact: Name, address, phone number, email

JSTINIM, INC.

SAM CHO, PRESIDENT

1112 Nagoya Way, Suite F1

San Pedro, CA 90731

(310) 833-3588