

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE PERMIT

No. 17-25

Pursuant to this Revocable Permit No. 17-25 (the "Permit"), the Executive Director of the Harbor Department ("Executive Director") of the City of Los Angeles ("City") hereby grants permission to Pacific Maritime Association ("PMA" or "Tenant"), to occupy and use certain lands and/or waters and/or facilities within the Harbor District owned or under the control of City acting through its Board of Harbor Commissioners ("Board"), subject to the following terms and conditions:

1. Premises. Tenant is permitted to use approximately 122,243 square feet ("s.f.") (2.79 acres) of land in the City and County of Los Angeles of which (i) 121,688 s.f. at 617-645 N. Henry Ford Avenue is paved as a parking lot, including the Parking Lot Improvements described in the paragraph immediately below, as delineated and more particularly described on Exhibit "A" ("Parking Lot"); and (ii) 555 s.f. at the corner of N. Henry Ford Avenue and Anaheim Street is paved as a walkway, including the Walkway Improvements described in the paragraph immediately below, as also delineated and more particularly described on Exhibit "A" (the "Walkway"). For purposes hereof, the Parking Lot and the Walkway, which include respectively the Parking Lot Improvements and Walkway Improvements described in the paragraph immediately below, are collectively referred to herein as the "Premises."

Pursuant to and in compliance with Revocable Permit 15-25, Tenant constructed improvements to the Parking Lot ("Parking Improvements") consisting of the following:

- a. Installed a curb cut with driveway on Henry Ford Avenue to provide secondary access to the Parking Lot so as to provide separate access from the neighboring tenant's currently used railyard access road.
 - i. Since automobiles may only enter the Parking Lot from the southern directional lane of Henry Ford Avenue and may only exit the Parking Lot into the southern directional lane of Henry Ford Avenue, pursuant to the Los Angeles Building and Safety requirement, Tenant has installed a stop sign on the exiting lane from the Parking Lot that includes a "Right Turn Only" sign posted below it.
- b. Modified the chain link fence to provide a new access point to the lot as well as the installation of an entry gate, a new gate for the remainder portion of the lot so that the neighboring tenant Pacific Harbor Line (PHL) can access its newly configured lot (*not considered part of the Premises*).
- c. Slurried and striped the Parking Lot for automobile parking.
- d. Installed a dividing fence attached to K-Rail to form a partition between the PHL rail materials yard and the Parking Lot.

Pursuant to and in compliance with RP 16-19, Tenant constructed improvements to the Walkway ("Walkway Improvements") consisting of the following:

- e. Installed fencing, installed a concrete pedestrian walkway and installed 2 pedestrian gates.

By mutual agreement of Executive Director and Tenant, land and water not exceeding ten percent (10%) of the Premises granted or 20,000 square feet, whichever is greater, may be permanently added to or deleted from the Premises granted herein without further approval of the Board subject to the following conditions: (1) so long as such change in the Premises is not temporary within the meaning of Tariff (as defined in Section 4(a) below) Item No. 1035 (or its successor), the compensation set forth in

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Section 4 shall be increased or decreased pro rata to reflect any such addition or deletion; (2) if the change involves the addition or deletion of any improvement, the adjustment to the compensation shall also take into account this change in the same manner in which the compensation was originally calculated; (3) if permanent changes in the area of the Premises are made on more than one occasion, the cumulative net change in area may not exceed ten percent (10%) or 20,000 square feet, whichever is greater, of the originally designated Premises, and (4) the change in area of the Premises shall not result in the annual compensation changing by more than One Hundred Fifty Thousand Dollars (\$150,000). The Executive Director is authorized to execute amendment(s) to this Permit to effect the foregoing adjustments to area of the Premises and compensation without further action of the Board.

2. Permitted Uses/Improvements. The Parking Lot shall be used by Tenant for parking vehicles or allowing vehicles to be parked thereon. Tenant's use of the Parking Lot is subject to City's rights set forth herein. The Walkway shall be used for ingress and egress to and from the Parking Lot and the real property ground leased by the City to Tenant pursuant to the terms and conditions of that certain Permit No. 893 (for the "Dispatch Hall") entered into as of May 31, 2011, as it has been or may be amended. Tenant's use of the Walkway is exclusive. Collectively, these are the "Permitted Uses" and no other use is permitted without the prior written consent of Executive Director, which approval may be withheld by City in its sole and absolute discretion.

As Tenant's use of the Walkway shall be exclusive to Tenant, Tenant may prevent third party access to such Walkway through the use of locking pedestrian gates or such other means as reasonably determined by Tenant. Tenant may similarly prevent third party access to the Parking Lot subject to the City's rights as described herein.

City owns all Parking Improvements and Walkway Improvements, which shall not be considered "Tenant's Improvements" for purposes of this Permit.

City has advised Tenant that the Parking Lot is subject to Operating Agreement 15-3354 dated as October 15, 2015 between City and Hecate Energy Harborside LLC ("Hecate"), as amended by that certain First Amendment dated as of March 17, 2016, Second Amendment dated as of July 6, 2016, Third Amendment dated as of December 30, 2016, and Fourth Amendment dated as of December 11, 2017, (as heretofore and hereafter amended, collectively "Hecate Operating Agreement"). Tenant acknowledges that it has received a copy of the Hecate Operating Agreement, including the foregoing mention four amendments, from the City electronically by email dated February 2, 2017 from Minah Park. City covenants and agrees if the Hecate Operating Agreement is hereafter further amended, City shall promptly provide Tenant with a copy of such amendment.

Pursuant to the terms and conditions of the Hecate Operating Agreement, Hecate and/or its agent, employees and contractors, and assignees will construct, install, operate, and maintain in safe order carport canopies and photovoltaic ("PV") solar panels ("Hecate's Work and Equipment") for City, at no cost or obligation to Tenant. As part of Hecate's Work and Equipment, Hecate will be installing lighting under the carport canopies at Hecate's sole cost and will be maintained by City. This lighting under the carport canopies may be used by Tenant at such times as Tenant so desires at Tenant's sole cost; provided, however if City chooses to use the lights under the carport canopies at times when City is subletting the Premises, all such utility expenses related to that specific use by City will be City's responsibility. Hecate has added Tenant and will, upon notice of sublease to the JPLRC (as defined in Section 17), also add the JPLRC as additional insureds on their insurance policies and shall continue to maintain Tenant and the JPLRC as additional insureds on their insurance policies so long as Tenant or the JPLRC and Hecate are both utilizing the Parking Lot (including so long as any Hecate property remains on the Parking Lot while leased to Tenant). Such insurance is to provide both Tenant and the JPLRC no lesser protections than those set forth in Section 16 for Tenant's insurance obligations to the City. City shall provide Tenant, at the addresses set forth in Section 26, proof of such insurance within ten (10) days of the Effective Date and in any event prior to City seeking third party access to the Parking Lot.

Tenant shall not modify, remove or alter the carport canopies or PV solar panels without the prior written consent from the Executive Director, which consent shall not be unreasonably withheld, delayed or conditioned by the Executive Director. If any Hecate Work and Equipment appears to constitute a hazard or nuisance, upon request by Tenant City shall promptly inspect and if appropriate, maintain and

repair the Hecate Work and Equipment at City's expense such that it no longer poses a hazard or nuisance. Notwithstanding the foregoing, nothing obligates Tenant to monitor, inspect or provide any notification to City related to any Hecate Work and Equipment and Tenant shall not incur any liability for not conducting such monitoring or inspection or providing such notification.

City may request, from time to time, use of the Parking Lot and Tenant shall sublet to City, at no cost, the Parking Lot under a sublease agreement, the form of which is attached hereto as Exhibit "B" ("City Sublease Agreement").

Any Harbor Department approved third party's use of the Parking Lot, including, without limitation, Hecate, is the sole responsibility of such third party and City. Tenant is not permitting any such third party's use of the Parking Lot, including, without limitation, Hecate's Work and Equipment, and Tenant assumes no responsibility or liability under this Permit or otherwise for, or that may arise in connection with, such third party's use of the Parking Lot. City shall indemnify and hold harmless Tenant for any and all claims, damages, expenses that may arise as a result of any Harbor Department approved third party use of the Parking Lot, including without limitation, Hecate.

City hereby covenants and agrees that City shall not approve any third party's use of the Parking Lot, including, without limitation, Hecate's use of the Parking Lot, that will materially adversely interfere with Tenant's Permitted Uses of the Premises ("Third Party Non-Interference Covenant"). Prior to allowing any third party, other than Hecate, to access the Parking Lot, City shall enter into the City Sublease Agreement that will provide times, dates, nature and extent of use and that such access may not materially adversely interfere with Tenant's Permitted Uses. Hecate shall have access to the Parking Lot, without notice, in cases of emergency. In non-emergency situations when Hecate requires access to the Parking Lot, Hecate and/or City shall provide Tenant notice five (5) business days prior to date of access, which notice shall include times, dates and nature and extent of use.

Without limiting the foregoing, it is expressly understood and agreed to by City and Tenant that (i) whenever this Permit refers to Tenant using the Premises, or conducting, permitting or prohibiting uses or activities on the Premises, such provisions shall not refer or apply to any Harbor Department approved third party's use of the Parking Lot, including, without limitation Hecate, and that such third party and its agents, employees, permittees, sublessee, licensees, guests or invitees shall not be construed to be agents, employees, permittees, sublessee, licensees, guests or invitees of Tenant; and (ii) any act or omission by any Harbor Department approved third party's use of the Parking Lot, including, without limitation, Hecate which would otherwise constitute an event of default or give rise to any obligation or liability under this Permit shall not constitute, as to Tenant, an event of default or give rise to any obligation or liability under this Permit unless directly caused by the gross negligence or willful misconduct of Tenant.

Tenant shall not use the Premises in any manner, but specifically excluding a use that is a Permitted Use hereunder, that will cause cancellation of any City's or Hecate's insurance policies 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 Tenant's operations. Except to the extent caused by any Harbor Department approved third party's use of the Parking Lot, including, without limitation Hecate, 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. Except to the extent caused by any Harbor Department approved third party's use of the Parking Lot, including, without limitation Hecate, 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.

3. Effective and Termination Dates. This Permit shall be effective the date of its execution by Executive Director upon authorization of the Board, subject to the provisions of Charter Section 245 ("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 the 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 8 and 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.

4. Compensation.

(a) Monthly Rent. On or before the first day of each month, in advance, Tenant shall pay to City the sum of eleven thousand eighty-seven dollars and fourteen cents (\$11,087.14) as rental ("Rent") for the use of the Premises. In consideration for this approximately 50% reduction in Rent, Tenant shall not object or challenge any Harbor Department approved third party's use of the Parking Lot except to the extent such use would materially adversely interfere with Tenant's Permitted Use of the Parking Lot. 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 by Port of Los Angeles Tariff No. 4, as it may be amended or superseded ("Tariff"). Tenant agrees to pay such additional charges. Executive Director may change the amount of Rent required herein upon giving at least thirty (30) days' written notice to Tenant; provided, however, that to the extent Harbor Department approved third parties may use the Parking Lot, Tenant shall continue to receive a 50% reduction in the customary rent. Rent paid by Tenant shall be applied to the oldest outstanding balance. Rent is in addition to any applicable charges under the Tariff.

(b) Rent Adjustments. Provided this Permit is not sooner terminated, effective July 1st of the year following the Effective Date (which date and subsequent anniversaries shall be referred to individually as the "Adjustment Date") of the tenancy, and annually thereafter, the Rent will be adjusted as of July 1 automatically without further notice to reflect the percentage increase (but not any decrease), if any, in the Consumer Price Index, all Urban Consumers of the Los Angeles-Riverside-Orange County, California area, 1982-84=100, as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"), or successor index selected by the Executive Director in his or her sole reasonable discretion. Such adjusted amount of Rent shall be equal to the product obtained by multiplying the Rent amount in effect on the Adjustment Date by a fraction, the numerator of which is the July CPI index on the Adjustment Date and the denominator of which for the first adjustment is the July CPI Index for the calendar year in which the Effective Date occurs, and for all subsequent adjustments through the tenancy is the July CPI index of the prior Adjustment Date.

The formula illustrating the adjustment computation is as follows:

$$\text{Adjusted Rent} = \text{Rent as of Adjustment Date} \times \frac{\text{July CPI Index of Adjustment Date}}{\text{July CPI Index of Effective Date or Prior Adjustment Date}}$$

In addition to or in lieu of the above, City may, at any time, change the amount of Rent without reference to CPI adjustment by giving Tenant thirty (30) days' notice of such change as provided in Section 4(a), above.

(c) Five-Year Rent Adjustments. In addition to, and not as a substitute for the annual adjustments required in (b) above, as required pursuant to the Charter Section 607, on every fifth (5th) anniversary of the Effective Date ("Reset Date"), the Rent to be paid by Tenant for each five (5) year period, or any portion thereof, following the first five (5) year period of the Term ("Five-Year Adjusted Period") shall be adjusted to reflect the fair market rental for the Premises, provided that in no case will the Rent be adjusted downward and provided further that to the extent that Harbor Department approved third parties may use the Parking Lot, Tenant shall receive a 50% reduction in the fair market rental. The Adjusted Rent shall be mutually agreed upon between the Parties at some time not more than nine (9) months and not less than three (3) months before each Reset Date. If the Parties are able to reach agreement on the Adjusted Rent, then said agreement shall be presented as a recommendation to the Board. The Adjusted Rent shall be established by order of the Board, provided that if the Adjusted Rent has not been determined by the beginning of the Reset Date, the Rent for the new Five-Year Adjusted Period, subject to the final Adjusted Rent being negotiated or determined by the Appraisal Process, shall be one hundred twenty five percent (125%) of the Rent for the former period, and shall be paid in the

same manner as provided in this Section 4 until completion of the negotiations or the Appraisal Process procedure set forth below.

If the Parties cannot agree on the amount of the Adjusted Rent by sixty (60) days prior to the Reset Date, the following process to determine the Adjusted Rent shall apply (the "Appraisal Process"); provided, however, that the Parties may continue to negotiate during the Appraisal Process period and, if an agreement is reached, the Appraisal Process shall be terminated and the negotiated amount shall be presented as a recommendation to the Board. The Appraisal Process shall be:

(i) No later than fifty (50) days prior to the Reset Date, the Executive Director shall provide to Tenant a written statement of the Executive Director's determination of the Market Rent for the Five-Year Adjusted Period ("Determination Due Date"). If Tenant disagrees with the Executive Director's determination, Tenant must provide to City a written objection within ten (10) calendar days of receipt of the Executive Director's determination. The written objection must include (i) the basis for Tenant's objection to the imposition of the new Adjusted Rent and (ii) Tenant's election to commence the Appraisal Process. Tenant acknowledges and agrees that Tenant's failure to submit a timely, written objection shall be deemed approval of the Executive Director's determination of the Adjusted Rent commencing on, and retroactive to, the Reset Date.

(ii) If either (i) City has not provided Tenant with the Executive Director's determination of Market Rent by the Determination Due Date or (ii) Tenant has received the Executive Director's determination but elects to commence the Appraisal Process, within ten (10) calendar days following Tenant's notice of commencement of the Appraisal Process or ten (10) calendar days following the Determination Due Date, whichever is applicable, City and Tenant shall exchange the names and qualifications of three (3) appraisers, which appraisers shall possess the qualifications set forth in the attached Exhibit "C", and the Parties will utilize commercially reasonable efforts to agree, within ten (10) calendar days, upon a single qualified appraiser from that list whose scope of work shall be to determine the Market Rent as set forth in Exhibit "D". The selected appraiser shall be instructed to determine Market Rent within sixty (60) calendar days of the selection. The Parties shall cooperate with the selected appraiser to provide information or documents in their respective custody or control which are reasonably necessary to generate an appraisal in conformity with Exhibit "D". City shall retain the selected appraiser; however, the costs incurred for the appraisal shall be borne equally by City and Tenant. Tenant agrees to reimburse City for half the fees and costs for the appraisal within fifteen (15) days of receipt of an invoice for payment of same.

(iii) If, despite commercially reasonable efforts, City and Tenant cannot agree upon such single appraiser within the aforementioned ten (10) calendar days, or if the selected appraiser fails to transmit the required appraisal report within ninety (90) calendar days following the appraiser's retention, City and Tenant shall each retain their own appraiser, possessing the qualifications set forth in the attached Exhibit "C" to determine the Market Rent pursuant to Exhibit "D", within no more than sixty (60) days, unless extended by mutual written agreement of the Parties. Fees and costs of each appraiser shall be borne by the Party retaining that appraiser.

(iv) Appraisals generated pursuant to this Section 4(c), shall be submitted to the Board along with the Executive Director's recommendation for the Board's determination of the appropriate Adjusted Rent, which determination shall be made at a public meeting. The Board shall review all the relevant facts and evidence, including the appraisals, submitted to it and shall then establish by order the Adjusted Rent to apply throughout the Five-Year Adjusted Period.

(v) Reconciliation of Rent Payments. The monies paid at the one hundred twenty percent (125%) rate shall count against the Adjusted Rent which shall accrue from the date the Five-Year Adjusted Period commenced. If the Adjusted Rent is more than the Rent paid at the one hundred twenty percent (125%) rate, Tenant shall immediately pay City the difference due from the date the Five-Year Adjustment Period commenced to the date the Adjusted Rent is paid. If the Adjusted Rent is less than the amount paid at the one hundred twenty percent (125%) rate, Tenant shall be entitled to a credit against future sums owed to City under this Permit. No interest shall accrue on the amount due to City or Tenant pursuant to this provision except to the extent Tenant fails to pay any deficiency within thirty (30) days of a billing from City. If Tenant's payments are delinquent, a delinquency charge shall accrue at the

rate provided in Item No. 270 of the Tariff (or its successor), currently consisting of simple interest of 1/30 of two percent (2%) of the invoice amount remaining unpaid each day.

(d) Rent Credits. City and Tenant hereby acknowledge and agree that Tenant shall be entitled to a rental credit for the remainder of Tenant's cost of the Parking and Walkway Improvements of One Hundred Twenty Seven Thousand One Hundred Sixty Two Dollars and Sixty Eight Cents (\$127,162.68) subject to Harbor Department approval, which approval shall not be unreasonably withheld or delayed. Tenant's cost of the Parking and Walkway Improvements will be verified by the Harbor Department after Tenant's submission of a written statement delivered to the Harbor Department, signed by Tenant's duly authorized officer or representative, showing the itemized costs incurred and proof of payment of those costs accompanied by itemized receipts and such other documentation as was required by the Harbor Department to verify that the expenditures were incurred and are eligible for rent credits. All rent credit requests must be submitted within sixty (60) days from the effective date of this Permit.

(e) Limitations on Rent Credit. The rent credit granted under Section 4(d) shall be applied against the Monthly Rent in Section 4(a). Should this Permit be terminated by Tenant or City prior to exhaustion of the full rent credit for any reason, the credit shall expire and City shall have no obligation to reimburse Tenant for any unused rent credit.

(f) Late Charge. Rent payments which have not been paid within ten (10) days of the due date shall be subject to a service charge consisting of simple interest of one-thirtieth (1/30) of two percent (2%) of the invoice amount remaining unpaid each day, for costs and expenses incurred by reason of Tenant's late payment. City shall have the right to change the amount charged for the late charge to the amount set forth in Tariff Item No. 270 if the amount in Tariff Item No. 270 changes. Acceptance of any late charge (or any other payments) shall not constitute a waiver of Tenant's Default (defined below).

(g) Security Deposit. Pursuant to RP 15-25 and RP 16-19 tenant has previously deposited \$45,321.98 with the City as security for Tenant's performance under those agreements ("Prior Deposits"). Upon issuance of this Permit, City shall apply from the Prior Deposits a sum equal to two (2) months' Rent payments (as determined by Executive Director in his or her sole reasonable discretion) ("Security Deposit") as security for Tenant's performance under this Permit including but not limited to covering Tenant's delinquent Rent, and its other obligations under this Permit including but not limited to repairing damages to the Premises. Within 45 days of issuance of this Permit, City shall reimburse to Tenant (in cash not rent credits) the remaining balance of the Prior Deposits. Notwithstanding the foregoing, City shall not be required to apply the Security Deposit during the term of the Permit. If the Rent is thereafter increased, Tenant shall increase the Security Deposit as necessary to assure that Tenant at all times has on deposit a sum equal to 2 months of the current Rent. If all or any part of said deposit is used to pay any Rent due and unpaid or to meet any other Tenant obligations, Tenant shall then immediately reimburse said deposit so that at all times during the life of this Permit a Security Deposit equal to the amount of the Security Deposit before the payments from the Security Deposit. Failure to maintain the full amount of the Security Deposit shall constitute a material breach of this Permit. In the sole discretion of the Executive Director, Tenant may post other forms of security but only in a form acceptable to the City Attorney. If for any reason City has not initially required a Security Deposit from Tenant, City may at any time and for any reason require a Security Deposit in an amount the Executive Director determines necessary to secure performance of the Permit. Tenant agrees to post such deposit with City within ten (10) days of written request from City and agrees that its failure to do so constitutes a material breach of this Permit. No interest is payable by City on the Security Deposit.

(h) No Right of Set-Off. Notwithstanding any other provision of this Permit, Tenant's obligation to pay all Rent 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.

(i) Place of Payment. Tenant shall render its payments to City of Los Angeles Harbor Department, P.O. Box 514300, Los Angeles, CA 90051-4300 or any other place that City from time to time may designate in writing. Payment shall be made in U.S. Dollars, either in the form of a check (drawn on a bank located in the State of California) or via electronically transmitted funds. Rent is to be paid only by Tenant. Notwithstanding the foregoing, acceptance of Rent paid by any entity or person

other than Tenant shall not create any rights under this Permit for the entity or person making the Rent payment.

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

5. Rights-of-Way. Permit shall at all times be subject to such rights-of-way over, on and/or through the Premises for sewers, pipelines (public or private), conduits, telephone, telecommunications equipment, light, heat or power lines that exist and/or as may from time to time be determined by Board, and shall also be subject to rights-of-way for, among other things, streets and other highways, and for railroads and other means of transportation as shall have been duly established or as shall be reserved herein, and/or other rights-of-ways for equipment access, occupancy and/or other rights reasonably necessary to comply with homeland security or related requirements of federal, state and/or local agencies; and to such rights-of-way as Board requires to drill and explore new or 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 licenses 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 City may reasonably require after the Effective Date, of which Tenant shall receive advance written notice, for which Tenant shall receive no compensation unless otherwise provided. Notwithstanding anything to the contrary in this Section, City's approval of any third party's use of the Premises after the effective date of this Permit shall be subject to the Third Party Non-Interference Covenant in this Permit.

6. Premises Satisfactory to Tenant/Required Modifications. Tenant has inspected the Premises and agrees that they are suitable for the Permitted Uses. No officer or employee of City has made any representation or warranty with respect to the Premises, except as described in writing and attached hereto as an addendum or set forth herein, and in entering into this Permit, Tenant agrees it relies only on the provisions of the Permit. Any modification, improvement, or addition to the Premises by Tenant after the Effective Date and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Tenant's operations, shall be constructed, installed, or removed at Tenant's sole expense. Tenant shall obtain a General Permit from the office of the Chief Harbor Engineer, Engineering Division, of the Harbor Department ("Harbor Engineer") and shall comply with the requirements of Section 14 before making any modifications to the Premises.

7. Maintenance and Repair.

(a) Maintenance Performed by Tenant. Solely with respect to Tenant's use of the Premises, Tenant at its sole cost and expense, shall keep and maintain the Premises in good and substantial repair and condition and shall be responsible for and perform all necessary inspection, maintenance and repair thereof, including preventive maintenance, using materials and workmanship of similar quality to the original improvements, including but not limited to maintaining the "Right Turn Only" and stop sign required by Los Angeles Department of Building and Safety. Tenant shall obtain any permits, including but not limited to those issued by City, necessary for such maintenance and repair. Notwithstanding the foregoing, if there are wharf structures (as defined below) or other subsurface structures present on the Premises, City will maintain at its expense the structural integrity of such structures. The wharf structure for purposes of this Section 7 means the beams, girders, subsurface support slabs, bulkheads and prestressed concrete or wood piling, joists, pile caps and timber decking (except as noted below), and any and all mooring dolphins. The wharf structure does not include the paving, the surface condition of timber decking or the fendering system. In connection with the foregoing, City hereby acknowledges and agrees that Tenant's maintenance and repair obligations under this Section 7 shall not apply to maintenance and repair of the Premises required by any Harbor Department approved third party's use of the Parking Lot, including, without limitation, Hecate's Work and Equipment.

(b) Failure to Maintain. If Tenant fails to make any repairs or to perform required maintenance under Section 7(a) 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 the Premises and/or structural or foundational damage to any improvements thereon), 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 costs (as defined in Section 7(c)) within thirty (30) days after receipt of City's invoice for work performed that is the responsibility of Tenant under Section 7(a). If Tenant shall commence such repairs and diligently prosecute the same to completion or shall begin to perform the required maintenance within the thirty (30) day period, City shall refrain from commencing or prosecuting 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 incurred 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. "City's costs" for purposes of this Section 7 shall include 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. "City's costs" shall not include any costs related to any maintenance or repair required by reason of any Harbor Department approved third party's use of the Parking Lot, including, without limitation, Hecate's Work and Equipment.

(d) Litter and Debris. Solely relating to Tenant's use of the Premises and not with respect to any use of the Parking Lot by any Harbor Department approved third party, including, without limitation, Hecate, Tenant, at its sole cost and expense, 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. Except as may be required by or for Hecate's Work and Equipment, Tenant shall perform annually, at a minimum, before the commencement of the rainy season, inspections and cleaning of the storm water catch basins (including filters), maintenance holes, and drains, maintaining the submerged land underlying the water berthing area at the Premises (if any) free and clear of debris from the wharf and from vessels, and cargo loading and unloading operations of vessels berthed at said berths in connection with Tenant's undertaking of the Permitted Uses. Except as may be required by or for any Harbor Department approved third party's use of the Parking Lot, including, without limitation, Hecate, Tenant, at its sole cost and expense, further 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. City shall require any Harbor Department approved third party users of the Parking Lot to similarly maintain the Parking Lot.

(e) Fire Protection Systems. All fire protection sprinkler systems, standpipe systems, fire hoses, fire alarm systems, portable fire extinguishers and other fire-protective or extinguishing systems, with the exception of hydrant systems, or appliances which have been or may be installed on the Premises by or for Tenant (if any) shall be maintained and repaired by Tenant, at its cost, in an operative condition at all times. Tenant is not obliged to provide fire protection for the benefit of any Harbor Department approved third party user(s) of the Parking Lot, but in the event that any such fire protection systems also benefit any Harbor Department approved third party user(s), Tenant shall be responsible solely for its pro-rata share of such maintenance and repair costs and City shall provide Tenant a rent credit for any such costs incurred by Tenant and not reimbursed by the Harbor Department approved third party user(s). The City shall ensure that it or any Harbor Department approved third party user(s) of the Parking Lot provide adequate fire protection systems given the nature of the operation(s) of such third party user(s).

(f) City Inspections. 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. Tenant Default.

(a) Events of Default. The occurrence of any of the following shall constitute a material breach and default by Tenant under this Permit: (1) Tenant's failure to pay when due any Rent required to

be paid under this Permit if the failure continues for three (3) business days after delivery of written notice from City; (2) Tenant's failure to perform any other obligation under this Permit if Tenant fails to cure the failure within thirty (30) days after delivery of written notice of the failure from City to Tenant; (3) Tenant's abandonment of the Premises (it being understood that when automobiles may be parked and/or there is pedestrian traffic may be intermittent and will vary depending on the needs of the Dispatch Hall, which variability or periods of absence shall not itself be considered "abandonment" or "nonuse" so long as Tenant remains in control of the Premises) including but not limited to (i) 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 (ii) 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; (4) To the extent permitted by law: (i) A general assignment by Tenant or any guarantor of the Permit for the benefit of the creditors without written consent of City; (ii) 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; (iii) 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; (iv) 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's Remedies. 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 is limited in any way. All personal property of Tenant that remains on the Premises after Tenant vacates the Premises shall become the property of City, at City's option.

9. Compliance with Applicable Laws. 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, requirements or orders in effect now or hereafter in effect ("Applicable Laws") pertaining to the use or condition of the Premises resulting from 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: (a) CERCLA and its implementing regulations; (b) RCRA and its implementing regulations; (c) The federal Clean Water Act (33 U.S.C. Sections 1251-1376, et seq.) and its implementing regulations; (d) The California Porter Cologne Water Quality Control Act (California Water Code, Division 7) and its implementing regulations; (e) The federal Clean Air Act (42 U.S.C. Sections 7401-7601) and its implementing regulations; (f) The California Clean Air Act of 1988 and its implementing regulations; (g) The California Lewis-Presley Air Quality Management Act of 1976 (California Health and Safety Code Section 40400, et. seq.) and its implementing regulations; and (h) 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 (defined below), the Premises and/or Tenant's use and/or occupancy thereof. It is the parties' intent that Tenant will make, at Tenant's sole cost and expense, any and all alterations, improvements, and changes whether structural or nonstructural, that are required by Applicable Laws for Tenant's operation on the Premises, provided, however, that if such alteration, improvement or change is necessary for an ongoing or future use, Tenant may elect to terminate this Permit. provided, however, that if such alteration, improvement or change is necessary for an ongoing or future use, Tenant may elect to terminate this Permit. Tenant's termination of this Permit, however, does not release Tenant's obligations to existing orders that may have been issued as a result of Tenant's use and occupancy of the Premises to the extent obligations cannot be fulfilled or otherwise satisfied by Tenant's termination of this Permit. In addition, Tenant shall comply immediately with all applicable environmental policies, rules and directives of City's Harbor Department provided to Tenant if/when applicable to Tenant's operations on the Premises. City hereby acknowledges and agrees that Tenant's obligations under this Section 9 shall not apply to compliance, alterations, improvements, or changes required by any Harbor Department approved third party's use of the Parking Lot, including, without limitation, Hecate.

10. Tenant's Environmental Obligations.

(a) Tenant shall not cause or permit solely with respect to Tenant's use of the Premises any Environmentally Regulated Material (defined below) 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. 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 (a) any "hazardous substance" as that term is defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. Sections 9601-9675) in its present or successor form; (b) "Hazardous waste" as that term is defined in the Resource Conservation and Recovery Act of 1976 ("RCRA") (42 U.S.C. Sections 6901-6992k) in its present or successor form; (c) 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); (d) Radioactive material, including any source, special nuclear, or byproduct material as defined in 42 U.S.C. Sections 2011-2297g-4 in its present or successor form; (e) Asbestos in any form or condition; (f) Polychlorinated biphenyls ("PCBs") and substances or compound containing PCBs; and (g) Petroleum products. The Parties expressly understand and agree that any Harbor Department approved third party's use of the Parking Lot, including without limitation, Hecate, is not a use or activity permitted by Tenant and Tenant shall have no responsibility for any Environmentally Regulated Materials related to such third party's use of the Parking Lot, including, without limitation, Hecate's Work and Equipment.

(b) Tenant shall remediate or cause the remediation of any spill, discharge or release of any Environmental Regulated Material that occurs in, on, under or about the Premises whether caused by Tenant or any of its agents, employees, sublessees, licensees or invitees ("Tenant's Agents") during Tenant's occupancy ("Contamination"), 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 a considered a nuisance under Applicable Laws. City acknowledges and agrees that the term "Contamination" shall not include any spill, discharge or release of any Environmental Regulated Material that occurs in, on, under or about the Premises caused by any Harbor Department approved third party, including, without limitation, Hecate. Remediation shall be to the satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board ("RWQCB"), by removing or effecting the removal of all Contamination including but not limited to contaminated soil, water, groundwater, sediment or other material Tenant 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 10, Tenant shall also comply with any other conditions reasonably imposed by the City for Tenant's operations on the Premises. 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.

(c) Solely with respect to Tenant and/or Tenant's Agent's use of the Premises, Tenant bears sole responsibility for compliance in all material respects with any and all Applicable Laws regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material including Contamination by Tenant and Tenant's Agents during Tenant's occupancy. Tenant agrees that any claims, damages, fines or other penalties asserted against or levied on City and/or Tenant as a result of noncompliance by Tenant or Tenant's Agents at the Premises during Tenant's occupancy 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. City hereby acknowledges and agrees that Tenant's obligations under this Section 10(c) shall not apply to non-compliance, claims, damages, fines, penalties and/or judgments, etc., regarding the use, storage, handling, distribution, processing, and/or disposal of Environmentally Regulated Material by any Harbor Department approved

third party, including, without limitation, Hecate. City agrees that any claims, damages, fines or other penalties asserted against or levied on Tenant, a Harbor Department approved third party user and/or City as a result of (i) noncompliance with Applicable Laws by any Harbor Department approved third party, including, without limitation, Hecate, or their agents, employees, sublessees, licensees or invitees at the Parking Lot or (ii) the handling, spill, discharge or release of any Environmentally Regulated Material by any Harbor Department approved third party, including, without limitation, Hecate, or their agents, employees, sublessees, licensees or invitees at the Parking Lot shall be, as between City and Tenant, the sole responsibility of City and City shall indemnify and hold Tenant 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. If City knows or has reasonable cause to believe that any spill, discharge or release of an Environmentally Regulated Material has occurred in, on, under or about the Parking Lot, City shall immediately give written notice to Tenant.

(d) Waste Disposal. 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. The name of the City of Los Angeles, the Port of Los Angeles or the City's Harbor Department shall not appear on any manifest document as a generator of such material.

(e) Laboratory Testing. In discharging its obligations under this Section, Tenant shall perform any tests using a State of California Department of Health Services certified testing laboratory or other similar laboratory of which City shall approve in writing. 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, "Tenant" includes agents, employees, contractors, subcontractors, and/or invitees of the Tenant.

(f) Survival of Obligations. Except as may be otherwise provided in this Section 10, Tenant's and City's obligations in this Section shall survive the Termination Date of this Permit.

11. Restoration and Surrender of Premises.

(a) Tenant's Restoration Obligations. Subject to Section 11(d), 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 leaving no Tenant improvements, unless City notifies Tenant otherwise in writing (leaving the Parking Improvements and Walkway Improvements, owned by the City as set forth in Section 2, and other City's improvements, if any) and, other than as may be related to any Harbor Department approved third party's use of the Parking Lot, including, without limitation Hecate, leaving the Premises in at least as good and usable a condition, acceptable to Executive Director, as the same were in at the time of the first occupation thereof by Tenant, or any transferor to and/or assignor of Tenant (collectively, "Assignor") under this Permit and all other previous permits. The term Assignor shall include any and all entities that occupied the Premises prior to Tenant and actually transferred and/or assigned its right of occupancy to Tenant either contractually or under operation of law, including any "Transfer" as defined in Section 17, below, whether or not there was a written assignment and/or approval of the assignment by City. Tenant shall not damage paving installed by City or any unpaved areas regardless of the nature of Tenant's operations on the Premises. If the condition of the Premises is upgraded during the term of this Permit, Tenant shall restore the Premises to the upgraded condition. If City terminates this Permit pursuant to Section 8, Tenant shall still be obligated to restore the Premises as provided in this Section or to pay the cost of restoration if City chooses to perform the work, at City's option, and Tenant shall be required to pay compensation to City as provided in Section 12. In connection with the foregoing, Tenant, at its sole cost and expense, shall restore the Premises (including their soil, groundwater and sediment) such that they will be returned to City: (a) free of Contamination and in at least as good of a condition as the condition prior to the installation of all above- and below-ground works, structures, improvements and pipelines of any kind, (collectively referred to as "Structures") in, on or below the Premises by Tenant and/or Tenant's Agents under this Permit and all previous permits (except for the Parking Improvements and Walkway Improvements). As between City and Tenant, Tenant shall bear sole responsibility for Contamination and any costs related thereto; (b) free of any

encumbrances including but not limited to deed or land use restrictions as a result of any Contamination and/or any liens (UCC, federal or state tax or otherwise) on the Premises or on fixtures or equipment, or personal property left on the Premises by Tenant and/or Tenant's Agents; (c) free of Structures placed on the Premises by Tenant. If the Premises, at the time of the Effective Date, have been improved by a prior tenant or by both City and a prior tenant, then such Structures which are left on the Premises at Tenant's request or for Tenant's benefit shall also be the responsibility of Tenant and as may be otherwise specified by this Permit; and (d) in a clean, level, graded and compacted condition with no excavations or holes resulting from Structures removed by Tenant and/or Tenant's Agents. Notwithstanding the foregoing, as between City and Tenant, any Structures on the Parking Lot as a result of any Harbor Department approved third party user, including Hecate's Work and Equipment, shall be the responsibility of City, not Tenant.

(b) Restoration Indemnity. 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: (a) Liens on the Premises resulting from Tenant's or Tenant's Agent's use of the Premises, Structures of Tenant, and/or on fixtures and/or equipment or property of Tenant left on the Premises following the Termination Date; (b) Orders or enforcement actions pending against or in connection with Tenant's or Tenant's Agents' use of the Premises; (c) The cleanup of any Contamination and also shall include but not be limited to the cost of investigation, removal, remediation, restoration and/or abatement of Contamination. City shall defend, indemnify and hold harmless Tenant 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: (a) Liens on the Parking Lot resulting from any Harbor Department approved third party's use of the Parking Lot, including Hecate, and/or on fixtures and/or equipment or property of any such third party user(s) on the Parking Lot; (b) Orders or enforcement actions pending against or in connection with any Harbor Department approved third party's use of the Parking Lot, including Hecate; (c) The cleanup of any Environmentally Regulated Material handled or released at the Parking Lot by City and/or any Harbor Department third party user of the Parking Lot, including Hecate, including but not be limited to the cost of investigation, removal, remediation, restoration and/or abatement of such material. The obligations under this Section shall survive the Termination Date of this Permit.

(c) Relocation Assistance. 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 8) 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 (Sections 7260 et seq.) with respect to any relocation of its business or activities upon the termination of this Permit whether by City, Tenant or pursuant to Section 8 or operation of law.

(d) Demolition of Improvements; Acceptance of Improvements. If Tenant's improvements are not removed on or before the Termination Date, City shall have the right to remove and/or demolish the same at Tenant's cost. 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, constructed or altered pursuant to this Section 11 in lieu of restoration of the Premises to their condition prior to such construction or Alteration (defined below).

(e) Site Restoration Plan. Independent of any regulatory agency requirements, upon written request of the Executive Director based upon a reasonable determination that Contamination (as defined in and for which Tenant and/or Tenant's Agent is responsible under Section 10(b)) exists at the Premises, Tenant shall submit to City a Site Characterization Work Plan for review and approval. Tenant's Site Characterization Work Plan shall include characterization of soil, groundwater, and sediment of the Premises. Following City's approval of Tenant's Site Characterization Work Plan, Tenant shall conduct, at its sole cost and expense, a Site Characterization of the Premises pursuant to the Site Characterization Work Plan approved by City. The Site Characterization of the Premises shall be completed within a period of time specified by the Executive Director in his/her sole reasonable discretion and shall be submitted to City for its review. Notwithstanding the foregoing, to the extent that a spill, discharge or release of Environmental Regulated Material at the Premises may have been caused by any Harbor

Department approved third party's use of the Parking Lot, City shall require such third party to participate in the Site Characterization. If the results of such Site Characterization indicate that Contamination has been identified in, on, under, or about the Premises, Tenant shall provide City at its sole cost and expense, a remediation action plan or soil management plan or other work plan ("Remedial Action Plan") to address the Contamination as required by City in a form acceptable to City. Tenant shall demonstrate to the City's reasonable satisfaction that Contamination does not exist or that if Contamination exists, Tenant shall handle, store, treat, remove and properly dispose of the Contamination as described in Section 10 pursuant to the Remedial Action Plan and to the reasonable satisfaction of City, and the requirements of the applicable governmental agencies including the Regional Water Quality Control Board ("RWQCB").

12. Rent During Restoration. Tenant understands and agrees it is responsible for restoration of the Premises due to Tenant and/or Tenant's Agents' use before the Termination Date, as provided in this Permit and under Applicable Laws, including but not limited to the clean-up of any Contamination in, on or about the Premises. If, for any reason, such restoration is not completed before the Termination Date, then Tenant is obligated to pay City compensation during such restoration period, in an amount equal to the then fair market rental value of the Premises and the City's Harbor Department's then established rate of return as determined by City; however, said compensation amount shall not be less than the Rent paid by Tenant at the time of the Termination Date. Tenant also agrees to provide City a surety bond, in an amount determined by Executive Director, in his or her sole reasonable discretion, to assure removal of identified Contamination from the Premises at any time City demands such bond.

13. Premises Subject to Tariff. Tenant accepts the Premises and shall undertake the Permitted Use set forth in Section 2 subject to each and every of the terms and conditions provided herein, and to each and every of the rates, terms and conditions of the Tariff, as applicable to Tenant and/or Tenant's Agent's use of the Premises. Tenant represents and warrants that it has received, read and understands the rates, terms and conditions of the Tariff and covenants that, at all times during the term of this Permit, it shall maintain a complete and current Tariff at the address set forth in Section 26 below. If the Tariff is modified or otherwise amended at any time from and after the Effective Date, City shall provide written notice to Tenant of such modification or other amendment within thirty (30) days of such modification or other amendment. 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. If a conflict exists between a provision of this Permit and a Tariff provision, this Permit shall at all times prevail.

14. 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. Tenant shall submit to City a complete Application for Discretionary Projects that attaches a complete set of drawings, plans and specifications (prepared and stamped by a licensed engineer registered in the State of California) reflecting the proposed Alteration. City's Harbor Engineer shall have the right to reject or order reasonable changes in said drawings, plans and specifications. Tenant, at its own expense, shall obtain all permits necessary for such construction. All construction 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 furnished to Tenant and Tenant's Agents and shall hold City harmless from any responsibility in respect thereto. Tenant shall give written notice to Harbor Engineer, in advance, of the date it will commence any Alteration. Immediately upon the completion of the construction, Tenant shall notify Harbor Engineer of the date of such completion and shall, within thirty (30) days after such completion, file with Harbor Engineer, in a form acceptable to Harbor Engineer, a set of "as built" plans for such construction.

15. Indemnity. Except as may arise from the sole negligence or willful misconduct of City or arising from or relating to any Harbor Department approved third party's use of the Premises, including, without limitation Hecate, for which City shall indemnify and hold harmless Tenant to no lesser extent of Tenant's indemnity obligations to 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 the 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:

(a) 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;

(b) 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;

(c) Any act, omission or negligence of Tenant, its officers, agents, employees, sublessees, licensees or invitees, regardless of whether any act, omission or negligence of City, its officers, agents or employees (not including any Harbor Department approved third party, including without limitation, Hecate) contributed thereto;

(d) 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; or

(e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c) and (d) above, existing or conducted upon or arising from the use or occupation by Tenant or its invitees on any other premises within the Harbor District, as defined in the Charter of City, excluding Permit 893.

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, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in this Section. The term "persons" as used in this Section shall include, but not be limited to, officers and employees of Tenant.

Tenant shall also indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution of the value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Permit term solely as a result of Contamination of the Premises. This indemnification of City by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency because of Contamination present in the soil or groundwater on or under the Premises.

The obligations under this Section shall survive the Termination Date of this Permit and shall apply regardless of whether liability without fault or strict liability is imposed or sought to be imposed on City.

16. Tenant's Insurance. 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. Commercial general liability insurance, 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 One Million Dollars (\$1,000,000) for injury or death to one or more persons out of each accident or occurrence and One Million Dollars (\$1,000,000) for property damage for each accident or occurrence. Said limits 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 judgment, such retention or self-insurance is justified by the net worth of Tenant. The retention or self-insurance provided 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 or retention, said insurance shall contain a defense of suits provision and a severability of interest clause.

The submitted policy shall, in addition, provide the following coverage either in the original policy or by endorsement substantially as follows:

"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 City, Board, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under Revocable Permit No. ____, and under any amendments, modifications, extensions or renewals of said Permit regardless of whether such operations, uses, occupations, acts and activities occur on the Premises or elsewhere within the Harbor District;"

"The policy to which this endorsement is attached shall provide a 10-days' notice of cancellation for nonpayment of premium, and a 30-days' notice of cancellation for any other reasons to the Risk Manager"

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

"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 company's limit of liability;" and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of City's Harbor Department with copies to the City Attorney's Office."

(b) Auto Liability Insurance. Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Tenant's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or vehicle operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

(c) Workers Compensation. If applicable, Tenant shall secure the payment of compensation to Tenant's employees, or ensure same is secured to Tenant's employees, injured while performing work or labor necessary for and incidental to performance under this Permit in accordance with Section 3700 of the Labor Code of the State of California. Tenant shall file with the City one of the following: 1) a certificate of consent to self-insure issued by the Director of Industrial Relations, State of California; 2) a certificate of Workers' Compensation insurance issued by an admitted carrier; or 3) an exact copy or duplicate thereof of the policy certified by the Director or the insurer. Such documents shall be filed prior to delivery of premises. Where Tenant has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act, Tenant shall furnish proof of such coverage to the City. It is suggested that Tenant consult its insurance professional of its choosing to determine whether its proposed operation methods will render its employees subject to coverage under such 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.

(d) Such insurance procured by Tenant shall include the following features:

(i) Notice of Cancellation. Each insurance policy described above shall provide that it will not be cancelled or reduced in coverage until after City's Risk Manager has been given a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reason.

(ii) **Acceptable Evidence and Approval of Insurance.** Electronic submission is the required method of submitting Tenant's insurance documents. Track4LA® is the City's online insurance compliance system which is designed to be used by insurance brokers and agents to submit client insurance certificates directly to the City. Tenant's insurance broker or agent shall obtain access to Track4LA® at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Tenant's behalf.

(iii) **Renewal of Policies.** Prior to the expiration of each policy, Tenant shall show through submitting to Track4LA® that the policy has been renewed or extended or, if new insurance has been obtained, submit the appropriate proof of insurance to Track4LA®. If Tenant neglects or fails to secure or maintain the required insurance, or if Tenant fails to submit proof of insurance as required above, the City's Harbor Department may, at its option and at the expense of Tenant, obtain such insurance for Tenant.

(iv) **Modification of Coverage.** 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 for Tenant's Permitted Use at any time during the term hereof by giving ninety (90) days' prior written notice to Tenant.

(v) **Accident Reports.** Tenant shall report in writing to Executive Director within fifteen (15) days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Fifty Thousand Dollars (\$50,000) 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 while undertaking the Permitted Use. 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 information as may be known to Tenant, its officers or managing agents.

17. No Assignments/Subleases/Transfers.

Except as set forth below, 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, 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.

Notwithstanding the foregoing, Tenant may sublease the Premises to the Los Angeles-Long Beach Longshore Joint Port Labor Relations Committee ("JPLRC"), which is comprised of Tenant (on behalf of its Member Companies) and the International Longshore and Warehouse Union, Local 13; provided that the written sublease is subject to this Permit and that the sublessee expressly assumes the obligations of this Permit in the written sublease. Nothing stated in the JPLRC sublease and/or the act of subleasing the Premises to JPLRC shall release Tenant from its liabilities under this Permit. Tenant shall remain primarily liable under this Permit and for the timely performance of all terms, provisions and covenants on Tenant's part under this Permit. City is not required to proceed first against the JPLRC

before proceeding against Tenant with respect to any breach of this Permit. A breach by the JPLRC shall be considered to be breach by Tenant under this Permit. City shall not be liable for any act or omission of Tenant under the JPLRC sublease. Nothing in the JPLRC sublease shall limit City's rights under the Permit including but not limited to changing any of the limitations on use (Section 2). Modification of this Permit shall not require the prior approval of the JPLRC. Further, Tenant shall provide City with copies of any written notices of default given to the JPLRC at the time when Tenant serves any such notice to the JPLRC.

18. [Intentionally Omitted]

19. 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.

20. Signs. Tenant shall not erect or display, or permit to be erected or displayed, on the Premises any signs, other than regulatory signs, or advertising matter of any kind without first obtaining the written consent of Executive Director. If Tenant obtains consent, it shall comply with the requirements of Section 14 except no engineer support is required, nor an Application for Discretionary Project, nor "as built" plans for a sign not exceeding ten (10) square feet. Tenant shall post, erect and maintain on the Premises such signs as Executive Director may reasonably direct.

21. Termination for Misrepresentations. This Permit is granted pursuant to an application(s) filed by Tenant with Board. If an 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.

22. 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 RELATED TO TENANT'S INTERESTS, 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.

23. Utility Charges. Except as may be related to any Harbor Department approved third party's use of the Parking Lot, including, without limitation Hecate, and unless otherwise provided for herein, Tenant shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light and janitorial services, and pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including City.

24. 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.

25. 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 the 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.

26. 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, postage prepaid or delivered to the addresses below. 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 the City: Los Angeles Harbor Department
P.O. Box 151
San Pedro, California 90733-0151
Attention: Executive Director
Attention: Real Estate Director

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

To the Tenant: Pacific Maritime Association
555 Market Street, 3rd Floor
San Francisco, CA 94105
Attention: Craig Epperson, General Counsel

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. "Business" days shall refer to Mondays through Fridays, excluding weekends and state and federally recognized holidays.

27. Construction of Permit. 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.

28. 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 Rent 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 the particular Rent 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.

29. Immediate Access to Repair/Maintain Premises. Tenant is aware that the 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, all of its cargo equipment or personal property 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.

30. Records and Reports. All books, accounts and other similar records showing the affairs of Tenant with respect to its business transacted at, upon or over the Premises shall be maintained at Tenant's nearest office to the Premises and/or the address listed in Section 26, and may 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 the 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. From time to time Executive Director or designee shall audit Tenant's records and accounts. Information to be provided by Tenant will include, but not be limited to, general ledgers, charts of accounts, subledgers including cash receipts journals, cash disbursement journals, and all original receipts and documents which support the information provided to City.

31. 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.

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

33. 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. All subcontracts awarded under or pursuant to this Permit shall contain this provision. The applicable provisions of Section 10.8 et seq. of the Los Angeles Administrative Code are set forth in the attached Exhibit "E" and are incorporated herein by this reference.

34. Minority, Women and Other Business Enterprise (MBE/WBE/OBE) Outreach Program. It is the policy of the City to provide minority business enterprises (MBEs), women's business enterprises (WBEs), 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. The Tenant shall assist the City in implementing this policy and shall use its commercially reasonable efforts to afford the opportunity for MBEs, WBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including MBEs, WBEs, and OBEs, have an equal opportunity to compete for and participate in any such participation opportunity which might be presented under this Permit.

35. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. The Board adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the City's Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Tenant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Permit and otherwise pursue legal remedies that may be available.

36. Wage and Earnings Assignment Orders/Notices of Assignments. The Tenant is obligated to fully comply with all applicable state and federal employment reporting requirements for the Tenant and/or its employees. The Tenant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 et seq. The Tenant will maintain such compliance throughout the term of this Permit.

37. Equal Benefits Policy. The Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the City's Harbor Department. Tenant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any agreement with Tenant and pursue any and all other legal remedies that may be available. See Exhibit "F".

38. Wilmington Truck Route. It is recognized by both parties that Tenant may not directly control the trucks serving the Premises. However, other than trucks serving Hecate's Work and Equipment, which shall be the obligation of Hecate and City, Tenant will use commercially reasonable efforts to notify truck drivers, truck brokers and trucking companies, that trucks serving the Premises must confine their route to the designated Wilmington Truck Route of Alameda Street and Harry Bridges Boulevard; Figueroa Street from Harry Bridges Boulevard to "C" Street; and Anaheim Street east of Alameda Street. A copy of the Wilmington Truck Route is attached hereto and marked Exhibit "G", which may be modified from time to time at the sole discretion of the Executive Director with written notice to Tenant.

39. Business Tax Registration Certificate. The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in business within the

City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the City's Harbor Department.

40. Supervision of Business Practices. The nature and manner of conducting any and all business activities on the Premises shall be subject to reasonable regulation by Board. In the event such business of Tenant or its sublessees is not conducted in a reasonable manner as determined by Board, it may direct that corrective action be taken by Tenant or its sublessees to remedy such practices and upon failure to comply therewith within thirty (30) days of Tenant receiving such written notice, Board may declare this Permit terminated.

Pursuant to the provisions of the Los Angeles City Charter and of the tide and submerged land grant, Tenant and its sublessees shall use the Premises in such a manner so that there shall be no discrimination made, authorized or permitted in the rates, tolls, or charges or in the facilities provided for any use or service in connection therewith.

Tenant shall also conduct its business and cause the businesses of its sublessees upon the Premises (if any have been expressly authorized by City in writing) to be conducted in a first-class manner.

Board reserves the right to have access to and inspect the schedule of rates and prices for services and facilities performed or provided upon the Premises. In the event that after Tenant has been advised and given a reasonable opportunity to confer with Board and to justify any rate or price challenged by it as unreasonable or noncompensatory, and Board has determined such rate or price to be unreasonable or inappropriate for the services rendered or the facilities provided, such rates or prices shall be modified by Tenant as directed by Board.

41. 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, (Stats. 1929, Ch. 651), as amended, and Article VI of the Charter of the 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.

42. Paragraph Headings. Paragraph headings used in the Permit are merely descriptive and not intended to alter the terms and conditions of the paragraphs.

43. 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 concerning the Premises and there are no oral agreements that affect any of the terms of this Permit.

44. Prior Permits Superseded. This Permit shall terminate Revocable Permit No. 15-25 and Revocable Permit No. 16-19 as of the Effective Date. Said termination does not affect rights of either party that have accrued or obligations which remain to be performed or rights and/or obligations which provide they continue after termination or expiration of the agreement or which continue by operation of law; provided, however, if there is any conflict between the terms and conditions of this Permit and Revocable Permit No. 15-25 or Revocable Permit No. 16-19, the terms and conditions of this Permit shall control.

45. 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.

46. 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.

CITY OF LOS ANGELES
HARBOR DEPARTMENT

DATED: _____

By: _____
EUGENE D. SEROKA
Executive Director

PACIFIC MARITIME ASSOCIATION

DATED: 2-14-18

By: _____
STEVE HENNESSY SVPCO
Type/Print Name and Title of Officer
(or Authorized Agent)

Attest: Craig E. Epperson
Craig E. Epperson SVP & General Counsel
Type/Print Name and Title of Officer
(or Authorized Agent)

APPROVED AS TO FORM AND LEGALITY

2-16, 2018
MICHAEL N. FEUER, City Attorney

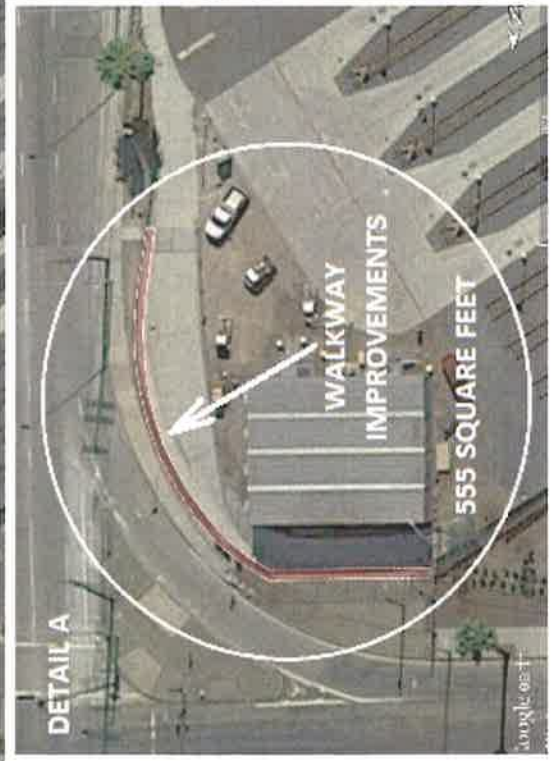
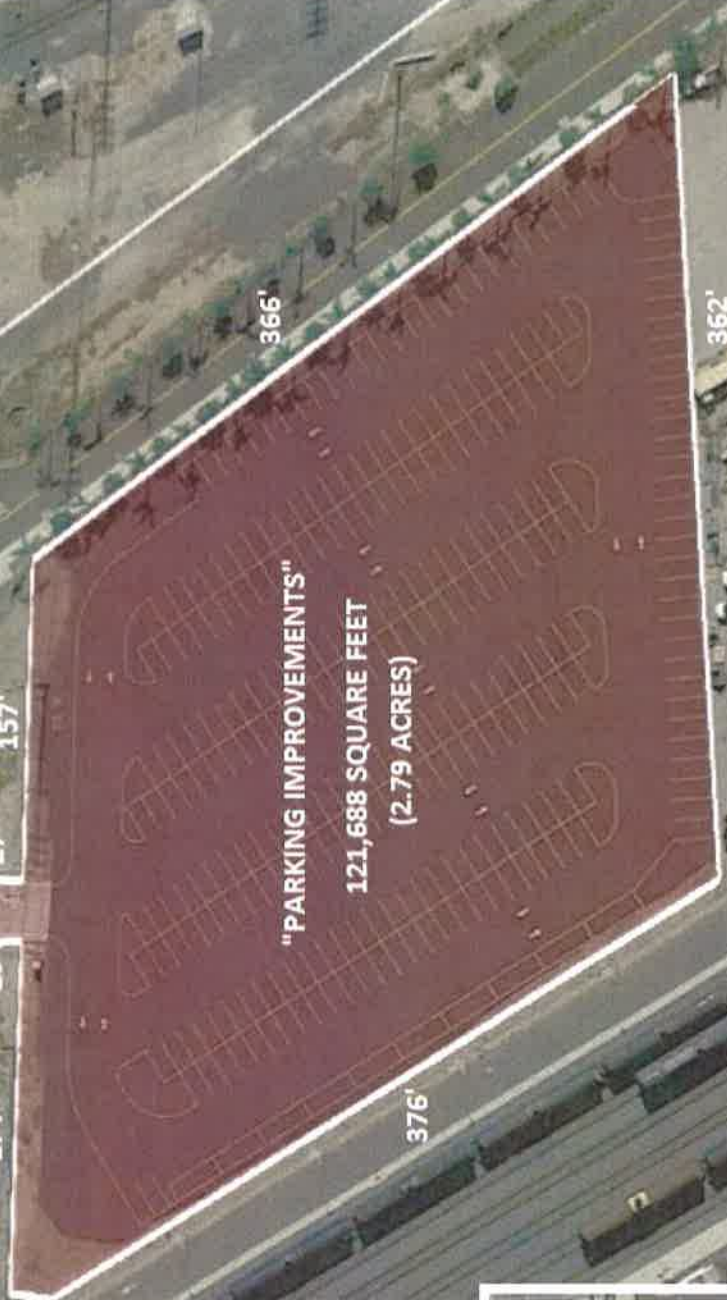
By: _____
MINAH PARK, Deputy

EXHIBIT A

SEE DETAIL "A"
"WALKWAY IMPROVEMENTS"

HENRY FORD AVE

141 Henry Ford Ave



300 ft

Google earth

EXHIBIT B

SUBLEASE AGREEMENT

The Pacific Maritime Association and Los Angeles-Long Beach Longshore Joint Port Labor Relations Committee (collectively "Sublessor") pursuant to paragraph 17 in Revocable Permit 17-25, hereby grants permission to City of Los Angeles, Harbor Department ("Sublessee"), to occupy and use the Premises as described in Revocable Permit ("RP") No. 17-25, subject to the following terms and conditions:

1. **USE:** The Premises shall be used for _____.
2. **TERM:** Sublessee may use the Premises pursuant to this agreement commencing _____ and terminating on _____.
3. **COMPENSATION:** Sublessor shall sublease the Premises to the Sublessee at no cost pursuant to RP _____.
4. **SANITATION:** Sublessee shall at all times, during the Term, maintain the Premises in a safe, sanitary, and slightly condition under all applicable laws and regulations, and to the satisfaction of Sublessor. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted by Sublessee to be or remain, and Sublessee shall prevent any such material or matter from being or accumulating upon said Premises during the Term.
5. **UTILITIES:** Unless otherwise provided for herein, Sublessee shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light, and janitorial services, and pay all deposits, connection fees, charges, and meter rentals required by the supplier of any such service, including the City of Los Angeles.
6. **REMOVAL OF PROPERTY:** Upon the termination of this agreement, Sublessee shall quit and surrender occupancy of the Premises and shall, without cost to Sublessor, remove any and all its property, and restore the Premises to the same or as good condition, ordinary wear and tear and damage from casualty excepted, as the same were in at the time of the first occupancy thereof by Sublessee.
7. **INDEMNIFICATION:** Except as may arise from the sole negligence or willful misconduct of Sublessor, Sublessee shall at all times relieve, indemnify, protect and save harmless Sublessor 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 Sublessor, 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 Sublessor, and for civil fines and penalties that may arise from or be caused directly or indirectly, during the Term of this Sublease Agreement, by:

(a) 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 Sublessee, its officers, agents, employees, sublessees, licensees, or invitees;

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

(c) Any act, error, omission, willful misconduct, or negligence of Sublessee, its officers, agents, employees, sublessees, licensees, or invitees, regardless of whether any act, omission, or negligence of Sublessor, its officers, agents, or employees contributed thereto;

(d) Any failure of Sublessee, its officers, agents, or employees to comply with any of the terms or conditions of this agreement or any applicable federal, state, regional, or municipal law, ordinance, rule, or regulation.

Sublessee also agrees to indemnify Sublessor and pay for all damages or loss suffered by Sublessor, including but not limited to damage to or loss of Sublessor property, to the extent not insured by Sublessor, and loss of Sublessor revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions, or negligence referred to in subdivisions (a), (b), (c), and (d) above. The term "persons" as used in herein shall include, but not be limited to, officers and employees of Sublessee.

The undersigned Sublessee hereby accepts the foregoing Sublease Agreement and agrees to abide and be bound by and to observe each and every of the terms and conditions.

PACIFIC MARITIME ASSOCIATION /
LOS ANGELES-LONG BEACH LONGSHORE
JOINT PORT LABOR RELATIONS COMMITTEE

Dated: _____

By _____

Name and Title

CITY OF LOS ANGELES
HARBOR DEPARTMENT

Dated: _____

By _____

EUGENE D. SEROKA
Executive Director

EXHIBIT C – APPRAISER QUALIFICATIONS

Any appraisals that provide opinions of market value shall be performed by an appraiser whose business is located in Los Angeles or Orange Counties and hold a Certified General Appraiser classification within the State of California obtained through the qualification procedures set forth by the California Office of Real Estate Appraisers (OREA) and be a member in good standing with the Appraisal Institute and hold the designation of MAI. A copy of all licenses and certifications shall be submitted prior to commencement of work.

Any appraiser selected to perform an appraisal of Harbor Department related properties (total property, land and/or improvements) shall have working knowledge of port related properties that is appropriate for the work being performed.

EXHIBIT D – APPRAISER SCOPE OF WORK

Appraisers performing work under Article 1, Section 4 of this Agreement shall prepare appraisal reports in strict conformity with the scope of work set forth herein (“Appraisal Report”). This scope of work incorporates by reference as if fully set forth herein all terms defined in the Agreement to which it is attached.

Format Requirements for Appraisal Reports:

The Appraisal Report shall be presented in a letter size bound report. The Appraisal Report shall include a confidentiality agreement in a form prepared by the Office of the City Attorney of the City of Los Angeles. The Appraisal Report shall include a letter of transmittal that clearly states all of the real property conclusions and all extraordinary assumptions of the report and the bases underlying each conclusion and assumption. The letter of transmittal shall also contain a brief description of the interest appraised, dates of value, date of report, client, intended use, intended user, type of appraisal, report type and signature. The Appraisal Report shall be self-contained and shall fully comply with the latest edition of the Uniform Standards of Professional Appraisal Practice (“USPAP”) and this Appraisal Scope of Work. In addition to the letter of transmittal, the Appraisal Report shall contain an executive summary or summary of salient facts.

Content Requirements for the Appraisal Report:

Subject Property

The premises identified and defined in Article 1, Section 2 of the Agreement, which include land and improvements, if any (“Premises”).

Interest Appraised

The Market value and market rent of the Premises. Market value shall be determined for the as is, fee simple interest of the Premises based upon the highest and best use. Market Rent shall be established in accordance with the Leasing Policy of the Harbor Department which defines Market Rent as “the most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions and tenant improvements.”

Date of Appraisal

The Appraisal Report shall include the date that the report was completed.

Date of Value

The date of value shall be the date of commencement of the Reset Date for the relevant Five-Year Adjusted Period, as defined in Article 1, Section 4 of the Agreement.

Scope of Appraisal

The Appraisal Report shall determine the market value and rental value of the Premises as stated above under *Interest Appraised*. The opinions of value will be set forth on a value per-square-foot unit of comparison. The Appraisal Report shall contain the following information and analysis:

Externalities: Information, including but not limited to:

- analysis of national, regional and local economic trends and other relevant forces that influence or impact property values;
- descriptions of the immediate and surrounding economic and geographic areas;
- descriptions of the Premises' access features;
- availability and market characteristics of comparable properties;
- impact of Port of Los Angeles and Port of Long Beach activities; and
- a conclusion as to the social, economic, governmental and environmental characteristic of the Premises.

Highest and Best Use

The Appraisal Report shall include a highest and best use analysis of the Premises as improved and as if vacant.

Zoning

The Appraisal Report shall include a discussion of current zoning including designation, health restrictions, permitted uses, setbacks, coverage ratios, FARs, landscaping and parking requirements.

Comparable Information

Each comparable land sale, improved sale, rental comparable and rate of return comparable shall be described in detail on a separate data sheet that shall include the verification date and source, as well as all other important information. Additionally, the Appraisal Report must include an adjustment grid that delineates each item of adjustment as well as the direction and amount of each adjustment made. All adjustments are to be discussed in the pertinent analysis section of the Appraisal Report.

Method of Appraisal

The Appraisal Report shall describe all information analyzed, the appraisal procedures followed, and the reasoning that supports the analysis, opinions and conclusions. All appraisal methods shall be considered and all appropriate appraisal methods shall be applied, however as a minimum, the sales comparison and income approaches to value must be included. If standard approaches to value are not included, the report must contain a discussion of the reason for the exclusions.

The Income Capitalization Approach

This required valuation approach will include an estimate of market rent and market value of the Premises. Values will be estimated base on the direct capitalization approach or a discounted cash flow methodology. Direct land, building and or total property capitalization rates will be derived from verified comparable sale properties with similar characteristics. Discounted cash flow analyses will contain internal rates of return derived from investor surveys and interviews with buyers of verified comparable sales. Comparables will consist of similar use San Pedro Bay properties or industrial zoned properties within a 15 mile radius of the Port of Los Angeles ("POLA-Adjacent Properties").

The Cost Approach

This analysis, if applied, will value the improvements as a whole and will set forth the reproduction cost new, including direct costs, indirect costs, and entrepreneurial profit. Indirect costs shall include, but not be limited to, construction interest and costs, long-term financing costs, insurance, taxes, fees, permits architectural and engineering fees, site costs, land holding costs, utility connection fees and an estimate of construction time. A depreciation analysis will estimate total life, remaining economic life, effective age, and total accrued depreciation from all forms. This approach to market and rental value will reconcile total value for the land, improvements and or total property considered as a whole and the individual estimates for each area of appraised classification. When applied to estimate land value and rent, the analysis will abstract the value the land from the value of the total property by deducting the depreciated value of the improvements.

The Sales Comparison Approach

This required valuation method will include, where relevant, a direct comparison of sales or leases of similar use in San Pedro Bay or POLA-Adjacent Properties. These property types may include: office, retail, R & D and industrial properties as well as arms-length lease comparables from within the Port of Los Angeles.

In identifying similar properties as comparables, the appraiser shall consider factors including, but not necessarily limited to, the following: use (commercial versus noncommercial); size, location, water and non-water access; other occupancy cost and fees, unique taxes, tariffs and levies, operating rules and regulations; and type, quality, condition and function utility or limitations of land and/or improvements. The appraiser shall also consider general real estate market conditions and trends in the surrounding area.

Reconciliation

The Appraisal Report shall reconcile the results of all approaches employed and provide an analysis that results in a final conclusion of the market value and market rent for the each interest or property classification. The reconciliation will state the effective dates of value, the interests appraised and the properties appraised.

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;

EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

EXHIBIT F

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

EXHIBIT F

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

EXHIBIT F

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

TRUCKS ENTERING AND LEAVING THE PORT MUST USE THE ROUTE SHOWN BELOW.
CAMIONES ENTRANDO Y SALIENDO EL PORTO DEVEN DE USAR LA RUTA INDICADO ABAJO.

Ruta designado de camión de carga Designated Truck Route

at the Port of Los Angeles

