

EXHIBIT Q

NON-DISTURBANCE AND ATTORNMENT AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND [SUBLESSEE]

This Non-Disturbance and Attornment Agreement ("Agreement") dated _____, 20___, is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and [SUBLESSEE] ("Sublessee").

City, acting by and through its Board, is lessor under that certain Lease No. 915, dated June 17, 2016, and as amended from time to time (the "Lease"), with SAN PEDRO PUBLIC MARKET LLC, a California limited liability company ("SPPM" or "Lessee"), for certain property as described in the Lease ("Premises"). Sublessee has subleased certain property on the Premises (the "Subleased Premises") and thereupon seeks to [USE] (the "Sublease Use"), pursuant to that Sublease for certain property (the "Sublease") substantially in the form attached hereto as Exhibit A. In accordance with Article 2, Section 16.3, Lessee has requested that the City enter into this Agreement in connection with its consent to the Sublease.

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

1. Non-Disturbance. If the Lease terminates for any reason, provided that Sublessee is not in default under the Sublease (after expiration of any applicable notice and cure periods), the City agrees not to disturb Sublessee's possession of the Subleased Premises, to recognize the rights of Sublessee to own and operate the [USE] on the Subleased Premises for the duration of the term of the Sublease, and to perform for the benefit of the Sublessee the obligations of SPPM under the Sublease arising after the date of such termination until such obligations are assumed by another sublandlord or other transferee of the City's interest in the Sublease; provided, however, the City's obligations with respect to [Need to see sublease provisions to see if this exists] shall only apply to the Premises and no other property of the City. Upon any such termination of the Lease, Sublessee shall attorn to the City and continue to perform all of Sublessee's obligations under the Sublease for the benefit of the City or any future sublandlord or other assignee of the City. After the effective date of this Agreement, Sublessee shall present to City for approval, which shall not be unreasonably withheld, and for which a response shall be provided in accordance with Section 16.3 of the Lease, any amendments to the Sublease, and upon City's approval, such amendments shall become enforceable under this Agreement; any amendments to the Sublease either not presented by Sublessee to City, or not approved by City, shall not be enforceable under this Agreement. City shall not be responsible or liable for any damages caused by the SPPM.

2. Sublease Use is Sublessee's Personal Property. The parties agree that the Sublease Use, all improvements and equipment related thereto are all solely owned by Sublessee, and that no such property shall be considered fixtures to the Subleased

Premises, but shall remain the sole personal property of Sublessee and may be removed by Sublessee at any time in its sole discretion without any approval or consent from the City.

3. Effective Date of Agreement. The effective date of this Agreement shall be the date of its execution by the Executive Director.

4. Term of the Agreement. This Agreement shall be in full force and effect for the same term of the Sublease between SPPM and Sublessee, and, notwithstanding earlier termination of the Lease, the term of this Agreement shall not exceed the year term set forth in the Lease.

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

Sublessee: _____

City: City of Los Angeles – Harbor Department
425 South Palos Verdes Street, San Pedro, CA 90731
Attention: Director of Waterfront Real Estate
Tel: (310) 732-3860

With a copy to:

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

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

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

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

[Signatures Appear on the Following Page]

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

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

Dated: _____, 20__

By _____
Executive Director

Attest: _____
Board Secretary

[SUBLESSEE NAME]

Dated: _____, 20__

By: _____

(Print/type Name and Title)

By: _____

(Print/type Name and Title)

APPROVED AS TO FORM AND LEGALITY

_____, 20__
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By _____
HELEN J. SOK, Deputy City Attorney