

FIRST AMENDMENT TO LEASE NO. 915
BETWEEN THE CITY OF LOS ANGELES AND
SAN PEDRO PUBLIC MARKET, LLC
FOR THE COMMERCIAL REDEVELOPMENT OF THE PORTS O' CALL SITE
AT THE PORT OF LOS ANGELES

THIS FIRST AMENDMENT ("First Amendment") to Lease No. 915 ("Lease"), is made and entered into this _____ day of _____, 2019, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by order of and through its Board of Harbor Commissioners ("Board") of the Harbor Department ("Harbor Department" or "City") and SAN PEDRO PUBLIC MARKET, LLC, a California Limited Liability Company (referred to as "Lessee").

RECITALS:

WHEREAS, City and Lessee entered into the Lease on June 17, 2016 for the commercial redevelopment of the Ports O' Call Site at the Port of Los Angeles ("Port"); and

WHEREAS, the Lease was entered into prior to removal or modification of any existing improvements at the Site, some of which now may be retained; and

WHEREAS, the design and scope of the project has been further developed, refined, and expanded; and

WHEREAS, the City and Lessee have agreed that the Lessee undertake certain obligations which may have been within the City's prior scope; and

WHEREAS, City and Lessee desire to amend the Lease; and

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereinafter contained to be kept and performed by the respective parties hereto, IT IS MUTUALLY AGREED that the Lease be amended as follows:

Section 1. Exhibit B-1 of the Lease is hereby deleted in its entirety and replaced with Exhibit B-1(a), which is attached to this First Amendment. The Lease is hereby further amended to delete any and all references to Exhibit B-1 in the Lease and to replace such reference with a reference to Exhibit B-1(a).

Section 2. Article 2, Sections 3.1 and 3.2 of the Lease are hereby deleted in their entirety and replaced with the following:

"3.1 Term. The term of this Lease, including the Option Period, ("Term") shall be for a period of and in no event shall exceed a total of sixty-six (66) years. The Term will commence on the Effective Date of June 17, 2016 (as defined below) and shall

terminate on June 16, 2082 (the "Expiration Date"), unless sooner terminated in accordance with Article 2, Section 19, of this Lease.

3.2 Effective Date. This Lease is effective on June 17, 2016, which is the date of execution of the Lease by the Executive Director upon authorization by the Board and Council ("Effective Date") and expires on June 16, 2082."

Section 3. Article 1, Section 1.2 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.2 Option Period. The term of the Option period ("Option Period") shall commence on the Effective Date, as defined in Article 2, Section 3.2, and shall be for forty-eight (48) months as may be extended by the tolling of the running of the term as set forth in subpart 1.2.2 and by the option extension described in subpart 1.2.1, and shall expire upon the earlier occurrence of: (i) expiration of the Option Period as may be extended ("Option Period Expiration Date"); and (ii) Lessee's exercise of the Option."

Section 4. Article 1, Section 2.6 of the Lease is hereby deleted in its entirety and replaced with the following:

"2.6 City's Failure to Complete. The timely performance of the City's construction obligations set forth in Exhibits D-1 and D-2 and G(a) is critical to the operation of an integrated development. In the event (a) City has not entered into a construction contract to construct the Town Square and Promenade to be completed within the time period specified in Exhibit G(a); and (b) no Delivery Notice has been delivered to the Lessee within 48 months of the Effective Date of the Option Period, City shall promptly advise Lessee. In such event, Lessee may terminate this Lease, and City shall reimburse Lessee for Lessee's Development Costs not to exceed Four Million Dollars (\$4,000,000) supported by written documentation. City shall have the right to request further reasonable information as necessary. The obligation for reimbursement shall expire upon the delivery of the portion of the Premises identified in the first Delivery Notice, consistent with the requirements of Article 1, Section 2.2. If the parties are unable to reach agreement regarding the amount due, Lessee may institute an action to recover the amount. In the event that the Lessee has instituted an action to recover the amount due, the prevailing party shall be entitled to recover the costs of collection, including reasonable attorneys' fees."

Section 5. Article 1, Section 1.2.3 of the Lease is hereby deleted in its entirety and replaced with the following:

"1.2.3 Lessee's Approval of City Improvements Scope of Work. Lessee acknowledges that Lessee has reviewed plans, specifications, and estimates ("PSE") prepared by the Harbor Department or third-parties at the direction of the Harbor Department for the construction of City Improvements (as defined below) in accordance with the LA Waterfront Design Guidelines and the Sustainability Design and Construction Guidelines referenced in Article 2, Section 6.3.2.1. Lessee is in agreement with the

complete scope of City Improvements as set forth in Exhibit D-1 and D-2. Upon completion of the City Improvements, City shall provide to Lessee "as-built" drawings reflecting the final construction."

Section 6. Exhibit D of the Lease is hereby deleted in its entirety and replaced with Exhibit D-1 and D-2 which is attached to this First Amendment. The Agreement is hereby further amended to delete any and all references to Exhibit D within the document and replaced with Exhibit D-1 and D-2.

Section 7. Article 1, Section 2.3 of the Lease is hereby deleted in its entirety and replaced with the following:

"2.3 Phases. City shall deliver the Premises to Lessee in accordance with Exhibit F-2 and Article 2, Section 6 or as may otherwise be agreed between the Parties. Upon exercise of the Option with respect to the portion of the Premises designated in the Delivery Notice, or upon exercise by Lessee of its rights under Section 2.4, the right to lease shall remain in full force and effect with respect to the balance of the Premises and City will provide additional Delivery Notices with respect thereto, which Lessee shall be obligated to accept provided that the conditions set forth in Section 2.2 (other than subpart(h)) above have been met."

Section 8. Exhibits B-4, C, D, E, F, G, and H of the Lease are hereby deleted in its entirety and replaced with Exhibit B-4(a), Exhibit C-1 and C-2, Exhibit D-1 and D-2, Exhibit E(a), Exhibit F-1 and F-2, Exhibit G(a), and Exhibit H(a) respectively, which are attached to this First Amendment. The Agreement is hereby further amended to delete any and all references to Exhibits B-4, C, D, E, F, G, and H, in the Lease and replace each such reference to with Exhibit B-4(a), Exhibit C-1 and C-2, Exhibit D-1 and D-2, Exhibit E(a), Exhibit F-1 and F-2, Exhibit G(a), and Exhibit H(a) respectively.

Section 9. Article 1, Section 2.2.1 of the Lease is hereby amended as follows:

(i) Subpart (a) is amended to read as follows: "To the extent adjacent or affecting the portion of the Premises being delivered, the City shall have entered into the construction contract to construct the public pedestrian promenade along main channel as described in Exhibits D-1, D-2, and per the schedules contained in F-2 and G(a)."

(ii) Subpart (b) is deleted in its entirety.

(iii) Subpart (c) is amended to read as follows: "To the extent adjacent to or affecting the portion of the Premises being delivered, the Town Square improvements shall be completed in accordance with Exhibits D-1, D-2 and G(a)"

(iv) Subpart (h) is amended to read as follows: "Shall be a contiguous land area as described in Exhibit F-2"

Section 10. Article 2, Section 2.2 of the Lease is hereby deleted in its entirety and replaced with the following:

"2.2 Existing Improvements. The improvements on the Premises as of the Effective Date (as defined below), which improvements are or will be owned by the City and subject to this Lease, are identified in Exhibit C-1 ("Existing City Improvements") attached hereto. The Parties acknowledge that as part of this Lease, City shall demolish the Existing City Improvements as listed in Exhibit C-1, and City shall construct the City Improvements, all pursuant to the construction schedule set forth on Exhibit G(a). Existing City Improvements Lessee has determined will be used for its Project are set forth in Exhibit D-1 and D-2. City agrees to cease any demolition plans of the specific Existing City Improvements set forth in Exhibit C-2 and Lessee accepts the specific Existing City Improvements as part of its Premises. Lessee shall accept the specific Existing City Improvements "AS IS", "WHERE AS," with all faults and limitations and comply with all relevant approval requirements as set forth in this Lease. Further, such Existing City Improvement shall be left "AS IS" in its current condition with no demolition or improvements made by City. City shall have no further responsibility to demolish any Existing City Improvement(s) Lessee has designated to remain. City shall have the right, in its sole discretion, to demolish or modify any Existing City Improvement specified to remain in Exhibit C-2 as required for design and/or construction of City Improvement.

Section 11. Article 2, Section 2.7 of the Lease shall hereby be amended to add the following new Subsection 2.7.5 and 2.7.6 respectively:

"2.7.5 Port Police. City and its Port Police Department shall have the right to access Lessee's security cameras, video data, and live stream at no cost to Lessee.

2.7.6 City Electrical Service Site. City's electrical service site located at 230 Ped Timms Way as depicted in Exhibit B-1(a) and D-1 and in which said electrical service feeds into the SP Slip and Harbor Blvd. shall remain in place and City shall have the right to access the electrical service site."

Section 12. Article 2, Section 6.1.1 of the Lease is hereby deleted in its entirety and replaced with the following:

"6.1 City's Construction.

6.1.1 City Improvements. City shall be responsible for the construction and completion of the City Improvements set forth in Exhibit D-1 and D-2. Said improvements shall be constructed in accordance with the time line described in Exhibit G(a) and the sections herein. City shall expand the scope of City Improvements set forth in Exhibit D-1 and Exhibit D-2, as agreed upon by Lessee and City in an amount not to exceed Two Million Three Thousand Five Hundred and Fifty-Two (\$2,003,552) Dollars. Approval of such modification(s) to City Improvements shall require prior approval of the Board. City and Lessee shall agree on any proposed modification with Lessee providing a written notice of

agreement in a timely manner no later than March 1, 2020, subject to approval of the Board as set forth. The parties agreement on the proposed modifications by March 1, 2020 does not include the time necessary for City to receive Board approval. The parties understand that Board approval will take place after March 1, 2020.”

Section 13. Article 2, Section 6.1.1.1 of the Lease is hereby deleted in its entirety.

Section 14. Article 2, Section 6.3.1.1 of the Lease is hereby deleted in its entirety and replaced, with the following and a new Section 6.3.1.2 is hereby added with the following:

“6.3.1.1 General. Lessee shall be responsible for the development, design, and construction of the Lessee’s Improvements for the Premises in accordance with Exhibit E(a), Exhibit F-1, and Exhibit F-2 and as further set forth herein. In addition to Lessee’s obligations set forth in Article 2, Section 2.3 of the Lease, Lessee shall also be responsible for design and/or construction of the following:

- (a) Sewer Lift Station, including the planning, development, design, and obtaining all necessary permits for the Sewer Lift Station, with an estimated cost of \$1,192,161. The Parties understand that other City of Los Angeles departments may be responsible for the maintenance of the Sewer Lift Station and mainline sewer located on the Premises as reflected in Exhibit B-3. The City and Lessee understand and agree that the parties will not build or develop within ten (10) feet of the mainline sewer line in order for access to maintain;
- (b) Promenade and Town Square concept design with an estimated cost of \$600,000;
- (c) Landscaping and irrigation finishes in westerly seven feet of promenade with estimated cost of \$147,000;
- (d) Electrical Connection between new Promenade and Visitor Dock and Lessee’s main electrical panel with an estimated cost of \$64,391.”

6.3.1.2 Berth 80-83 Waterside Improvements. Lessee shall make commercially reasonable efforts to limit ten percent (10%) of the docking area to usage by small vessels of twenty-six feet (26”) or smaller by designating a specific area for use by small vessels. City reserves the right to conduct periodic site inspections to monitor the ten percent (10%) restriction set forth herein.”

Section 15. Article 2, Section 8.9.1.1 is hereby deleted in its entirety and replaced with the following:

“8.9.1.1 Sewer Lift Station and Mainline Sewer. Notwithstanding Article 2, Section 8.9.1, other than for a relocation of the City sewer system, Lessee shall solely rely upon other departments other than the Harbor Department, and Lessee shall look only to those other departments, for the maintenance, repair, and other related work for the sewer lift station and mainline sewer located on the premises as reflected in Exhibit B-3. Lessee shall not be responsible for any costs associated with such work. City shall have access to the sewer lift station and sewer in accordance with Article 2, Section 2.6.1.”

Section 16. Article 2, Section 6.2.1 of the Lease is hereby deleted in its entirety and replaced with the following:

“6.2.1 Delivery of Premises in Phases. In accordance with Exhibit F-2 and Exhibit G(a) and as set forth in Article 1, Section 2.3, City shall deliver to Lessee portions of the Premises in phases (each a “Phase”). The date of delivery (“Delivery Date”) shall be detailed in the Delivery Notice from the Executive Director to Lessee. Upon the Delivery Date of the respective Phase, Lessee shall design, construct, and develop the Lessee’s improvements on the portion of the Premises described in the Delivery Notice at its sole cost and expense. Lessee shall be responsible for the Stormwater Pollution Prevention Plan relating to any portion of the Premises that Lessee is in possession.”

Section 17. Article 2, Section 6.2.3 of the Lease is hereby deleted in its entirety and replaced with the following:

“6.2.3 Damage to City Improvements After Delivery of Phase. Any damage to City Improvements after portions have been delivered and accepted as described in Article 1, Section 2.4 of this Lease shall be the Lessee’s sole responsibility unless caused by City. Nothing herein shall limit or restrict the Lessee’s rights to proceed against third parties that may have caused the damage.”

Section 18. The Lease is hereby amended to add the following as Article 2, Section 6.2.4:

“6.2.4 Delegation of Authority to Executive Director-Exhibits. In order to expeditiously deliver City Improvements and related parcels and maintain written clarity between the Parties as to scope, timing, and order of delivery of various components of City Improvements, the Executive Director shall have the authority to revise Exhibits B-1(a) through C(a) and E(a) through H(a) without further action by the Board or the Council during the period of construction of City Improvements only as is necessary or appropriate to complete City Improvements unless there is a change that: (i) increases the size of the Premises beyond that set forth in Article 2, Section 2.9 of the Lease; (ii) prolongs any City Improvement project scope of work in excess of twelve (12) months; (iii) results in

change of scope of work in excess of the authority granted to the Executive Director by law; or (iv) prohibited by law. In the event of revisions to the exhibits specified herein, where one exhibit is separated into two or more related sub-exhibits, the exhibit shall be revised, replaced and renumbered by adding a number, for example Exhibit X-1, Exhibit X-2, etc., as applicable. Where one exhibit is replaced with a new exhibit without being separated into related sub-exhibits, the exhibit shall be revised, replaced and renumbered by adding a lower case alphabet letter, for example Exhibit X(a), Exhibit X(b), etc., as applicable.”

Section 19. Article 2, Section 9.7 of the Lease is hereby deleted in its entirety and replaced with the following:

“9.7 Promenade. Lessee shall keep the Promenade free of trash and debris and is responsible for any normal and routine maintenance of the Promenade during the Term. Lessee shall repair and maintain the Promenade and areas reflected in Exhibit H(a) of this Lease except for repairs or replacement related to failure of the structural components or failures of the City’s construction, all of which shall remain the City’s obligation. Lessee shall assume all responsibility for any relocation, upgrading, or final connections for all utilities located on the Promenade. Lessee shall be responsible for the trees and tree wells installed in the Promenade in accordance with the PSEs and any and all damages to the Promenade or seawall caused by the trees and the tree wells. Lessee shall also be responsible for any damages to City Improvements and seawall damage caused by any additional improvements made by Lessee.”

Section 20. The Lease is hereby amended to add the following as Article 2, Section 13.6 and 13.7 respectively:

“13.6 Event Permitting. Lessee shall meet all event permitting requirements.

13.7 Events. Lessee and City shall cooperate and coordinate with the City’s Port Police in order to provide adequate police staffing for any and all events, including events proposed by Lessee to be held at the Premises. Lessee shall be responsible for costs, if any, for additional Port Police staffing.”

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(Signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the date of the left of their signatures.

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

Dated: _____, 2019

By _____ Executive Director

Attest: _____ Board Secretary

SAN PEDRO PUBLIC MARKET LLC a California limited liability company

Dated: Nov. 14, 2019

By [Signature]
ERIC JOHNSON, VICE PRESIDENT
(Print/type Name and Title)

Attest: [Signature]
John S. Peterson
(Print/type Name and Title)

APPROVED AS TO FORM AND LEGALITY

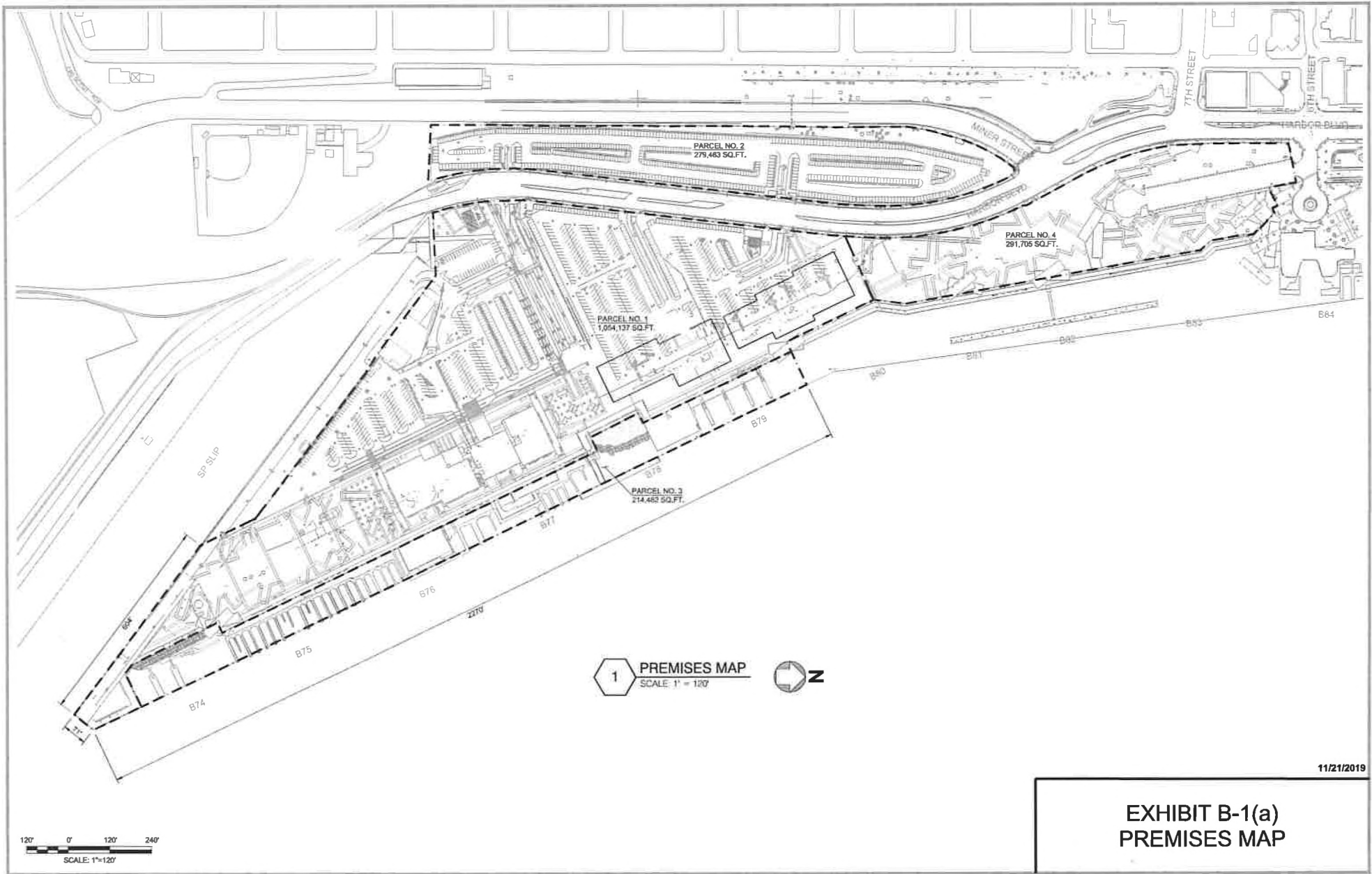
November 15, 2019
MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

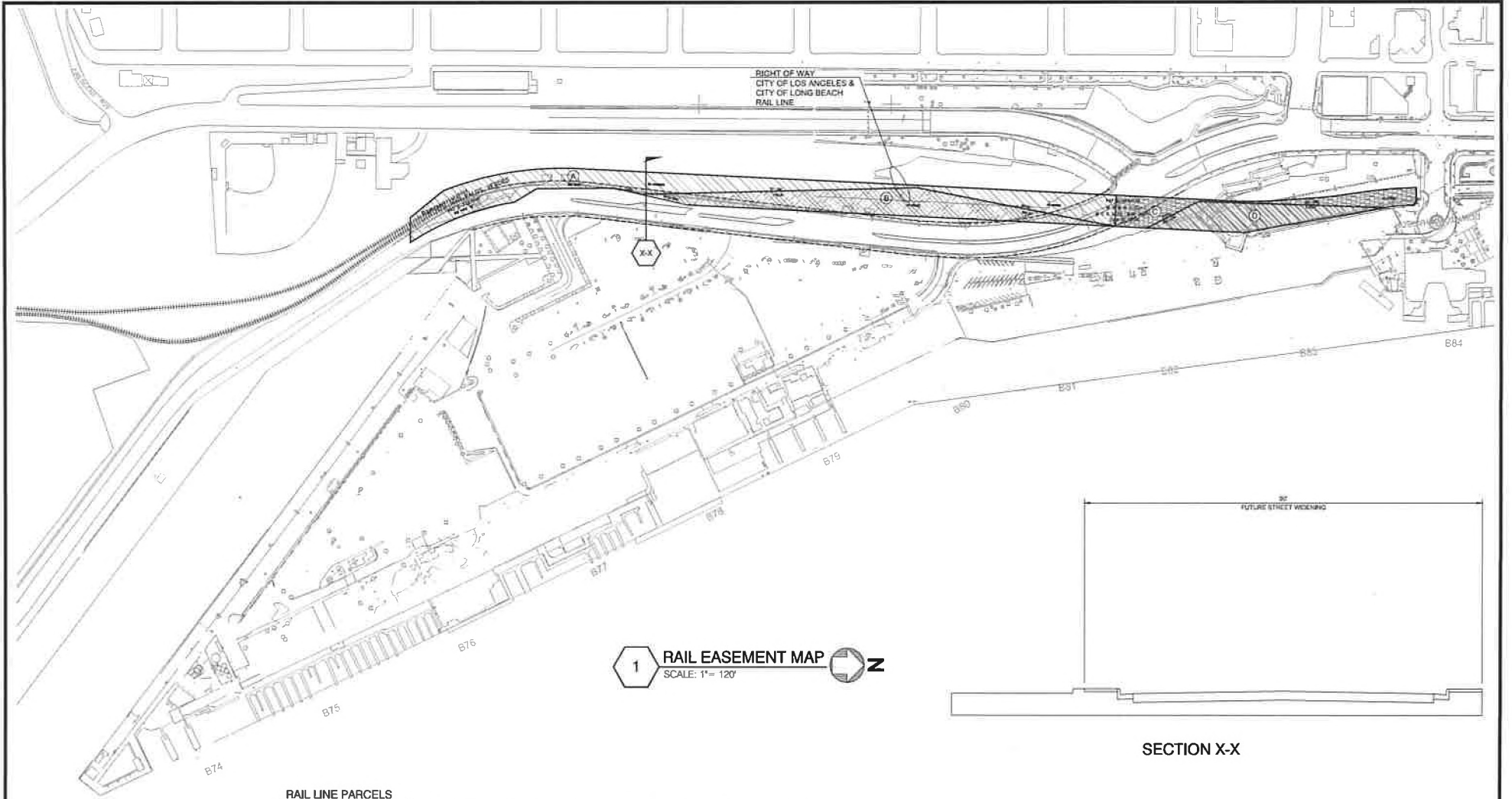
By [Signature]
HELEN J. SOK, Deputy City Attorney

HJS:Its
11/14/19

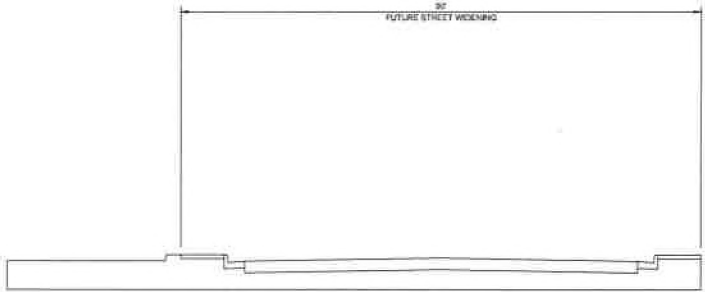
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|--------------------------------|--------------------|-------------|-------|
| Account # | <u>N/A</u> | W.O. # | _____ |
| Ctr/Div # | _____ | Job Fac. # | _____ |
| Proj/Prog # | _____ | | |
| Budget FY: Amount: | | | |
| | <u>FY 19/20</u> | <u>\$ 0</u> | |
| | | | |
| | <u>TOTAL</u> | <u>\$ 0</u> | |
| For Acct/Budget Div. Use Only: | | | |
| Verified by: | <u>[Signature]</u> | | |
| Verified Funds Available: | <u>[Signature]</u> | | |
| Date Approved: | <u>11/15/19</u> | | |

| List of Exhibits | Title of Exhibits |
|-------------------------|--|
| A | Definitions |
| B-1(a) | Premises Map |
| B-2 | Legal Description |
| B-3 | Utilities Map |
| B-4(a) | Rail Easement Map |
| C-1 | Existing Improvements to be Demolished by City and Others |
| C-2 | Existing City Improvements to Remain |
| D-1 | City Improvements |
| D-2 | City Improvements Description List |
| E(a) | Lessee Improvements |
| F-1 | Lessee Construction Phasing Plan |
| F-2 | Construction and Delivery Phasing Plan |
| G(a) | SPPM/City Improvements Schedule |
| H(a) | Lessee Maintenance Map |
| I | City's Baseline Report |
| J | Harbor Department Environmental Policies |
| K | Mitigation Measures |
| L | City's Access Agreement |
| M | Lessee's License |
| N | Leasehold Mortgages |
| O | Insurance |
| P | Insurance |
| Q | Non-Disturbance and Attornment Agreement |
| R | Affirmative Action |
| S | Equal Benefits Ordinance |
| T | BTRC |
| U | Estoppel Certificate |
| V | Load Limits |
| W | Wilmington Truck Route |
| [Intentionally Omitted] | [Intentionally Omitted] |
| Y | Permissible Industrial-Use Concentrations |
| Z | Environmental Compliance Program |





1 RAIL EASEMENT MAP
SCALE: 1" = 120'



SECTION X-X

RAIL LINE PARCELS

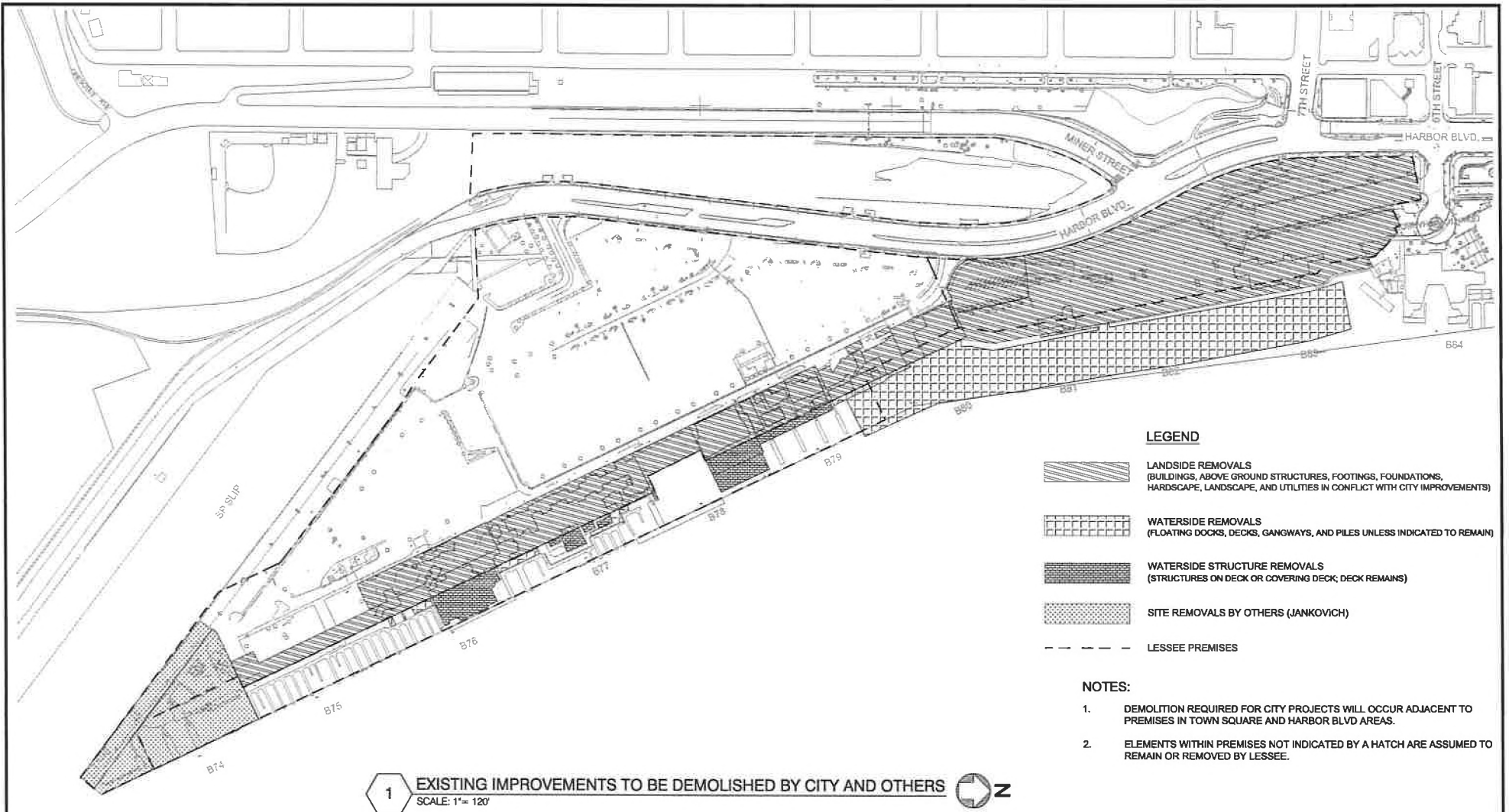
| | TRACT | MAP-REF | LOT | APN | PIN |
|-----|---------------------------|----------------------------|------|------------|-------------|
| (A) | RANCHO LOS PALOS VERDES | PAT 2-543/545 | NONE | 7440031904 | 0158201-808 |
| (B) | TIDE LAND LOCATION NO.138 | PAT 4-127 | NONE | 7440031904 | 0158201-142 |
| (C) | RANCHO LOS PALOS VERDES | PAT 2-543/545 | NONE | 74400308RK | 0158201-357 |
| (D) | TIDE LAND LOCATION NO. 89 | PAT 3-257 M D & D 15-62/63 | NONE | 74400308RK | 0158201-145 |

- LEGEND:**
- EX RAILROAD MAINLINE PARCELS
 - +++ EX RAIL LINES
 - FUTURE STREET WIDENING


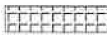





11/21/2019

**EXHIBIT B-4(a)
RAIL EASEMENT MAP**




LEGEND

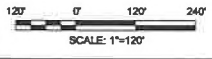
-  **LANDSIDE REMOVALS**
(BUILDINGS, ABOVE GROUND STRUCTURES, FOOTINGS, FOUNDATIONS, HARDSCAPE, LANDSCAPE, AND UTILITIES IN CONFLICT WITH CITY IMPROVEMENTS)
-  **WATERSIDE REMOVALS**
(FLOATING DOCKS, DECKS, GANGWAYS, AND PILES UNLESS INDICATED TO REMAIN)
-  **WATERSIDE STRUCTURE REMOVALS**
(STRUCTURES ON DECK OR COVERING DECK; DECK REMAINS)
-  **SITE REMOVALS BY OTHERS (JANKOVICH)**
-  **LESSEE PREMISES**

NOTES:

1. DEMOLITION REQUIRED FOR CITY PROJECTS WILL OCCUR ADJACENT TO PREMISES IN TOWN SQUARE AND HARBOR BLVD AREAS.
2. ELEMENTS WITHIN PREMISES NOT INDICATED BY A HATCH ARE ASSUMED TO REMAIN OR REMOVED BY LESSEE.

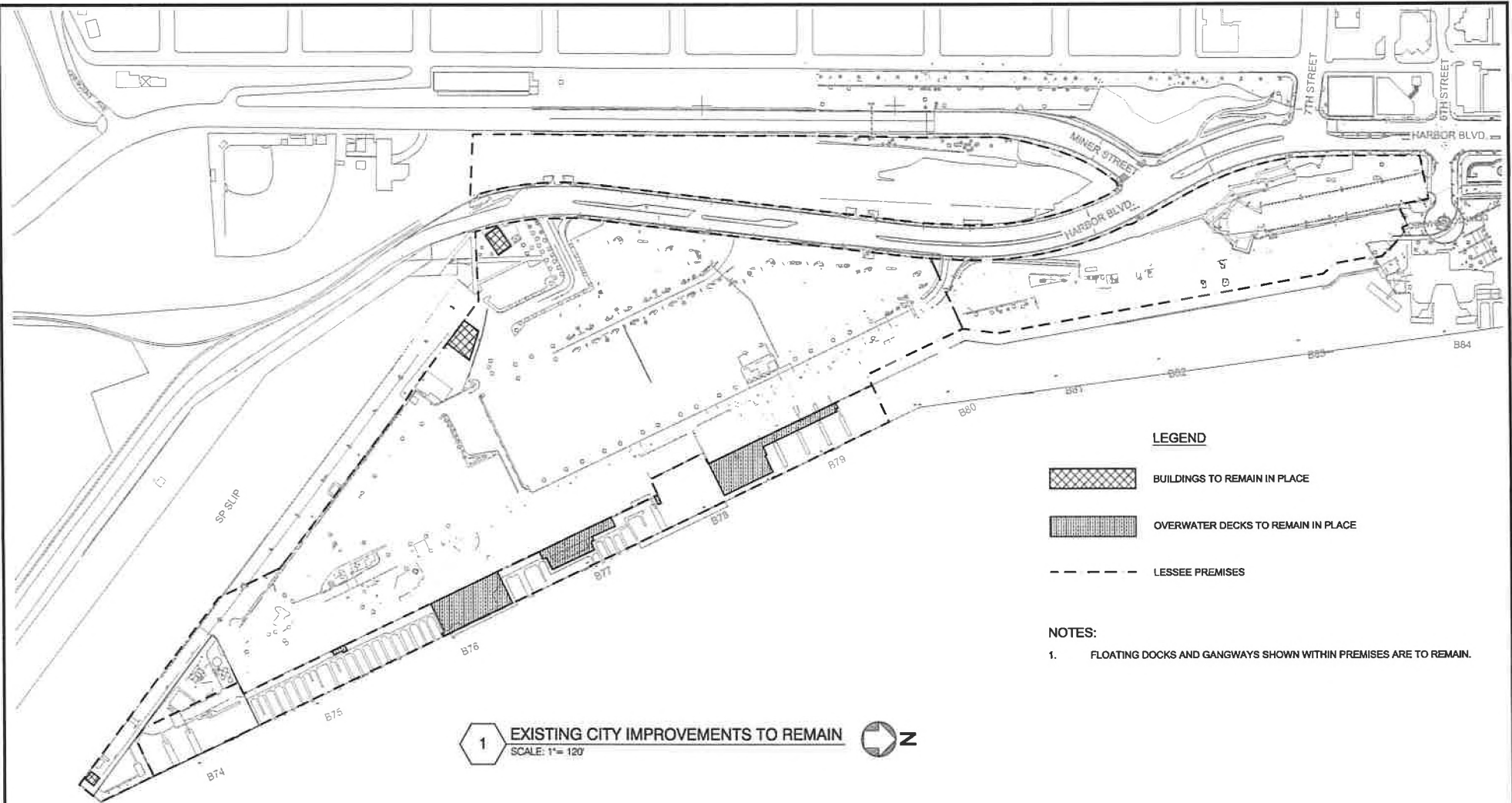
1 EXISTING IMPROVEMENTS TO BE DEMOLISHED BY CITY AND OTHERS 

SCALE: 1"= 120'






11/21/2019

**EXHIBIT C-1
EXISTING IMPROVEMENTS
TO BE DEMOLISHED
BY CITY AND OTHERS**



LEGEND

-  BUILDINGS TO REMAIN IN PLACE
-  OVERWATER DECKS TO REMAIN IN PLACE
-  LESSEE PREMISES

NOTES:

1. FLOATING DOCKS AND GANGWAYS SHOWN WITHIN PREMISES ARE TO REMAIN.

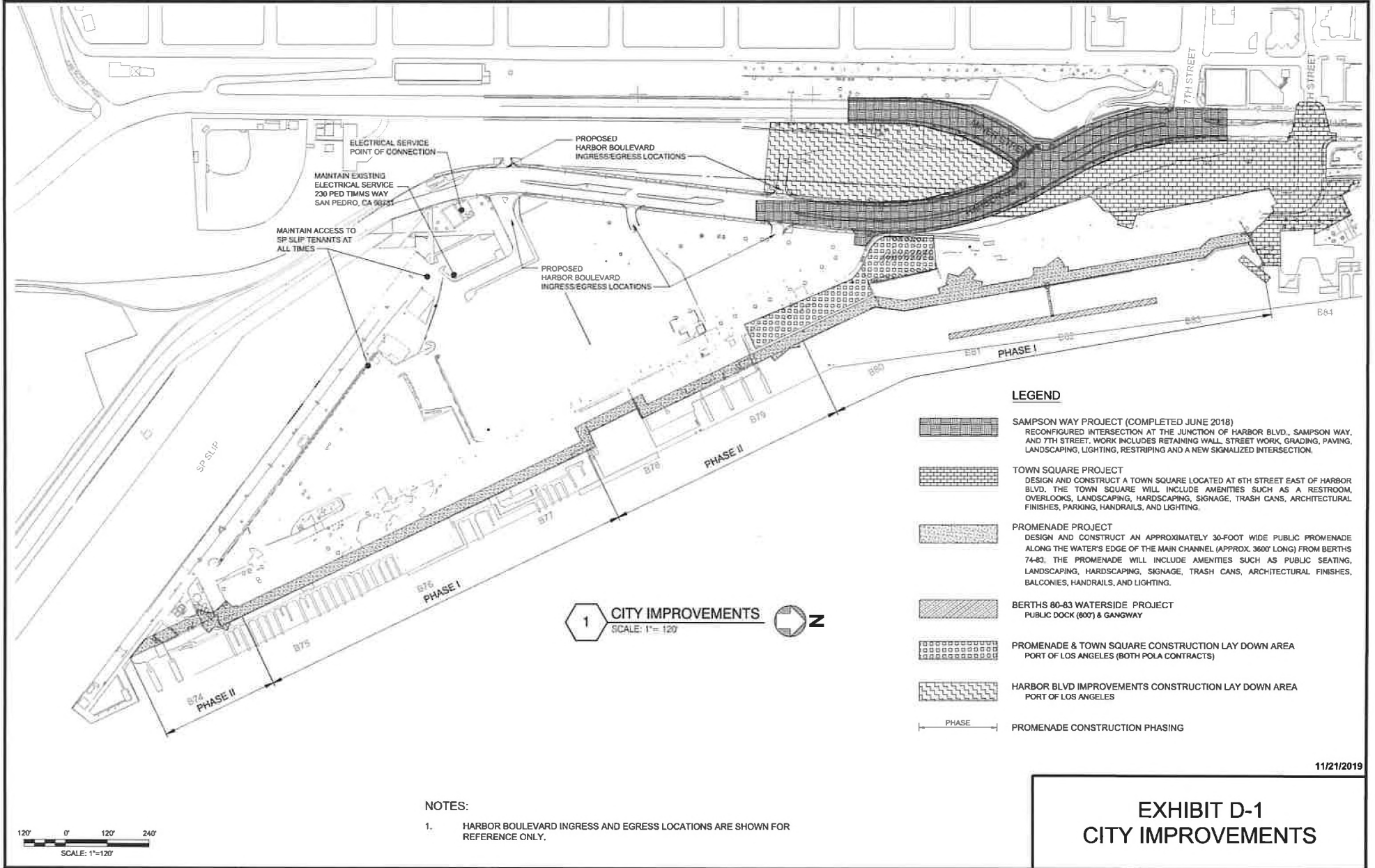
1 EXISTING CITY IMPROVEMENTS TO REMAIN
SCALE: 1"= 120'



120' 0' 120' 240'
SCALE: 1"=120'

11/21/2019

**EXHIBIT C-2
EXISTING CITY IMPROVEMENTS
TO REMAIN**



ELECTRICAL SERVICE POINT OF CONNECTION
 MAINTAIN EXISTING ELECTRICAL SERVICE
 230 PED TIMMS WAY
 SAN PEDRO, CA 90731








MAINTAIN ACCESS TO SP SLIP TENANTS AT ALL TIMES

PROPOSED HARBOR BOULEVARD INGRESS/EGRESS LOCATIONS

PROPOSED HARBOR BOULEVARD INGRESS/EGRESS LOCATIONS

1 CITY IMPROVEMENTS
 SCALE: 1"=120'

LEGEND

-  **SAMPSON WAY PROJECT (COMPLETED JUNE 2018)**
 RECONFIGURED INTERSECTION AT THE JUNCTION OF HARBOR BLVD., SAMPSON WAY, AND 7TH STREET. WORK INCLUDES RETAINING WALL, STREET WORK, GRADING, PAVING, LANDSCAPING, LIGHTING, RESTRIPIING AND A NEW SIGNALIZED INTERSECTION.
-  **TOWN SQUARE PROJECT**
 DESIGN AND CONSTRUCT A TOWN SQUARE LOCATED AT 6TH STREET EAST OF HARBOR BLVD. THE TOWN SQUARE WILL INCLUDE AMENITIES SUCH AS A RESTROOM, OVERLOOKS, LANDSCAPING, HARDSCAPING, SIGNAGE, TRASH CANS, ARCHITECTURAL FINISHES, PARKING, HANDRAILS, AND LIGHTING.
-  **PROMENADE PROJECT**
 DESIGN AND CONSTRUCT AN APPROXIMATELY 30-FOOT WIDE PUBLIC PROMENADE ALONG THE WATER'S EDGE OF THE MAIN CHANNEL (APPROX. 3600' LONG) FROM BERTHS 74-83. THE PROMENADE WILL INCLUDE AMENITIES SUCH AS PUBLIC SEATING, LANDSCAPING, HARDSCAPING, SIGNAGE, TRASH CANS, ARCHITECTURAL FINISHES, BALCONIES, HANDRAILS, AND LIGHTING.
-  **BERTHS 80-83 WATERSIDE PROJECT**
 PUBLIC DOCK (800') & GANGWAY
-  **PROMENADE & TOWN SQUARE CONSTRUCTION LAY DOWN AREA**
 PORT OF LOS ANGELES (BOTH POLA CONTRACTS)
-  **HARBOR BLVD IMPROVEMENTS CONSTRUCTION LAY DOWN AREA**
 PORT OF LOS ANGELES
-  **PROMENADE CONSTRUCTION PHASING**

NOTES:

1. HARBOR BOULEVARD INGRESS AND EGRESS LOCATIONS ARE SHOWN FOR REFERENCE ONLY.



EXHIBIT D-1
CITY IMPROVEMENTS

11/21/2019

EXHIBIT D-2 CITY IMPROVEMENTS DESCRIPTION LIST

The overall proposed project between the City and the Lessee is to convert approximately 42 acres of the old Ports O' Call site to a new development known as the San Pedro Public Market (SPPM). The City is responsible for the design and construction of a public promenade along the water's edge from Berths 74-83 and a Town Square located at 6th Street east of Harbor Blvd. Scope includes:

- Approximately 3600 linear feet of 30-ft wide landside promenade along the water's edge (Promenade)
- Approximately 4 acres of space for public events, drop-off access, and parking (Town Square)

The detailed descriptions stated in this document (except as noted otherwise) relate only to the City Improvements located within the site and follow the lease exhibits' definition of responsibility for delivery and maintenance. The design was based on conceptual drawings provided by the Lessee and design coordination between the City and Lessee. City will construct the City Improvements in multiple phases. All current codes, regulations, and standards shall be followed.

The following project plans and specifications supplement this document and may change during construction:

A. Plans

- 1-3172 Sampson Way Roadway Improvements 7th Street and Harbor Boulevard Intersection
- 1-3248 Berth 77 Demolition
- 1-3253 Berth 80 Demolition
- 1-3254 Berths 80-82 Waterside Removals and Repairs
- 1-3270 Berth 78 Site Remediation – Phase I
- 1-3366 Berths 76, 79, & 83 Demolition and Removals
- 1-3190 Berth 84 Town Square
- 1-3191 Berths 74-83 Promenade
- 1-3382 San Pedro Town Square Restroom

B. Specifications

- 2776 Sampson Way Roadway Improvements 7th Street and Harbor Boulevard Intersection
- 2771 Marine Improvements
- 2796 On-Call Remediation
- 2807 San Pedro Waterfront – Berths 74-84 Promenade and Town Square

EXISTING IMPROVEMENTS TO BE DEMOLISHED (EXHIBITS C-1, C-2)

A. Landside Removals

1. Salvage existing artifacts and plaques to a designated storage site until a permanent location can be determined.
2. Remove hardscape and landscape elements unless noted to remain.
3. Remove utilities in conflict with new City improvements.

**EXHIBIT D-2
CITY IMPROVEMENTS
DESCRIPTION LIST**

B. Waterside Removals

1. Remove floating docks, decks, gangways, and piles unless indicated by the Lessee to remain and the City deems as feasible.
2. Those elements noted to remain shall remain in existing condition with no modifications done by the City.

C. Buildings and Structures Removals

1. Demolish buildings, footings, and foundations.
2. Businesses to remain until Phase II are San Pedro Fish Market, Crusty Crab, Harbor Breeze Corp, Café International, Utro's Café and Los Angeles Maritime Institute.

CITY IMPROVEMENTS (EXHIBIT D-1)

A. **Sampson Way Project (Completed June 2018)**: Provide a new roadway intersection at 7th Street and Harbor Boulevard creating a main entrance to the Lessee premises.

B. **Town Square**: Provide a turning circle in front of the Maritime Museum, parking lot, public restroom, and the ability to convert the area for event use. The Town Square contains the following elements:

1. **Hardscape**:

- a. Pavement within 6th Street and the turning circle shall be designed for heavy vehicular loads (i.e. buses and firetrucks)
- b. All other areas are designed for light vehicular loads (i.e. maintenance trucks and small emergency vehicles)
- c. Typical types of pavement are concrete unit pavers, granite unit pavers, cast-in-place concrete, asphalt concrete, and Ipe wood
- d. Colors, finishes, and patterns will represent a connection between Downtown Harbor, Downtown San Pedro, and San Pedro Public Market

2. **Landscape**:

- a. Trees will follow the LA Waterfront Guidelines and compliment Downtown Harbor
- b. Trees identified to remain shall be protected unless safety or condition of tree is compromised
- c. Planting palette within bluff area is per plan
- d. Irrigation provided as required

3. **Utilities**:

- a. Electrical and Communication System:
 - i. Service within the premises shall be the responsibility of the Lessee
 - ii. Lessee shall provide a dedicated 480v, 200A, 3Φ electrical circuit at Lessee building (Building 1A) for the Town Square portions within the premises

**EXHIBIT D-2
CITY IMPROVEMENTS
DESCRIPTION LIST**

- iii. Construct conduit and conductors from Lessee building (Building 1A) to an electrical panel within the Lessee Town Square premises. Permanent power to site will not be connected until Promenade Phase II is complete.
 - iv. Provide infrastructure for lighting, communication, security, future electric vehicle chargers, and future paid parking
 - v. Typical light fixtures are historic, park, parking, Angel, ingrade luminaire, and art deco bollard
 - vi. Communication cable from cameras and emergency ringdown phones shall be terminated to POLA's communication infrastructure
 - b. Drainage: Infrastructure shall be in compliance with the most current requirements set by the City of Los Angeles Bureau of Sanitation Watershed Protection Division
 - c. Water and Fire Protection: System is designed in compliance with latest editions of the Los Angeles City Plumbing Code and Los Angeles City Fire Code
4. Site Furnishings:
- a. Bench seat around existing tree at promenade entrance
 - b. Large swing structure
 - c. Trash and recycling receptacles
 - d. Existing bike racks
 - e. Dedication plaques
 - f. Removable bollards
 - g. Existing artifacts
5. Museum Landing and Overlook: Rebuild the landside public landing south of the Maritime Museum while maintaining the existing gangway and public dock and add a new overlook adjacent to the landing and promenade.
- a. Concrete slabs with finished surface
 - b. Piles
 - c. Lighting
 - d. New fence with gate to protect Maritime Museum trash and A/C unit
 - e. Standard waterfront railing along water's edge made from metal and wood materials with gate access to existing public dock
6. 7th Street Ramps: Pathways along the hillside connecting Downtown San Pedro to the Promenade starting at 7th Street and ending at the Town Square parking lot.
7. Parking Lot: Approximately 90 public parking spaces with underground infrastructure for future paid parking and five future Electric Vehicle charging stations. Parking lot shall have two spaces designated for Port Police.
8. 6th Street Intersection (B Permit): Reconfigure intersection to have one ingress lane and two egress lanes with a turning circle at the east end of 6th street. Intersection shall have new traffic signals and reconfigured crosswalks.

**EXHIBIT D-2
CITY IMPROVEMENTS
DESCRIPTION LIST**

C. **Promenade – Phase I:** Provide approximately 2500 linear feet of 30-ft wide promenade along the water’s edge from Berths 74 to 83. Promenade includes 23 feet of hardscape and 7 feet of planting area. The Promenade contains the following elements:

1. **Hardscape:**

- a. Pavement shall be designed for light vehicular loads (i.e. maintenance trucks and small emergency vehicles)
- b. Typical types of pavement are concrete unit pavers and cast-in-place concrete on a concrete slab
- c. Colors, finishes, and patterns are based on conceptual design from Lessee and LA Waterfront Guidelines

2. **Landscape:**

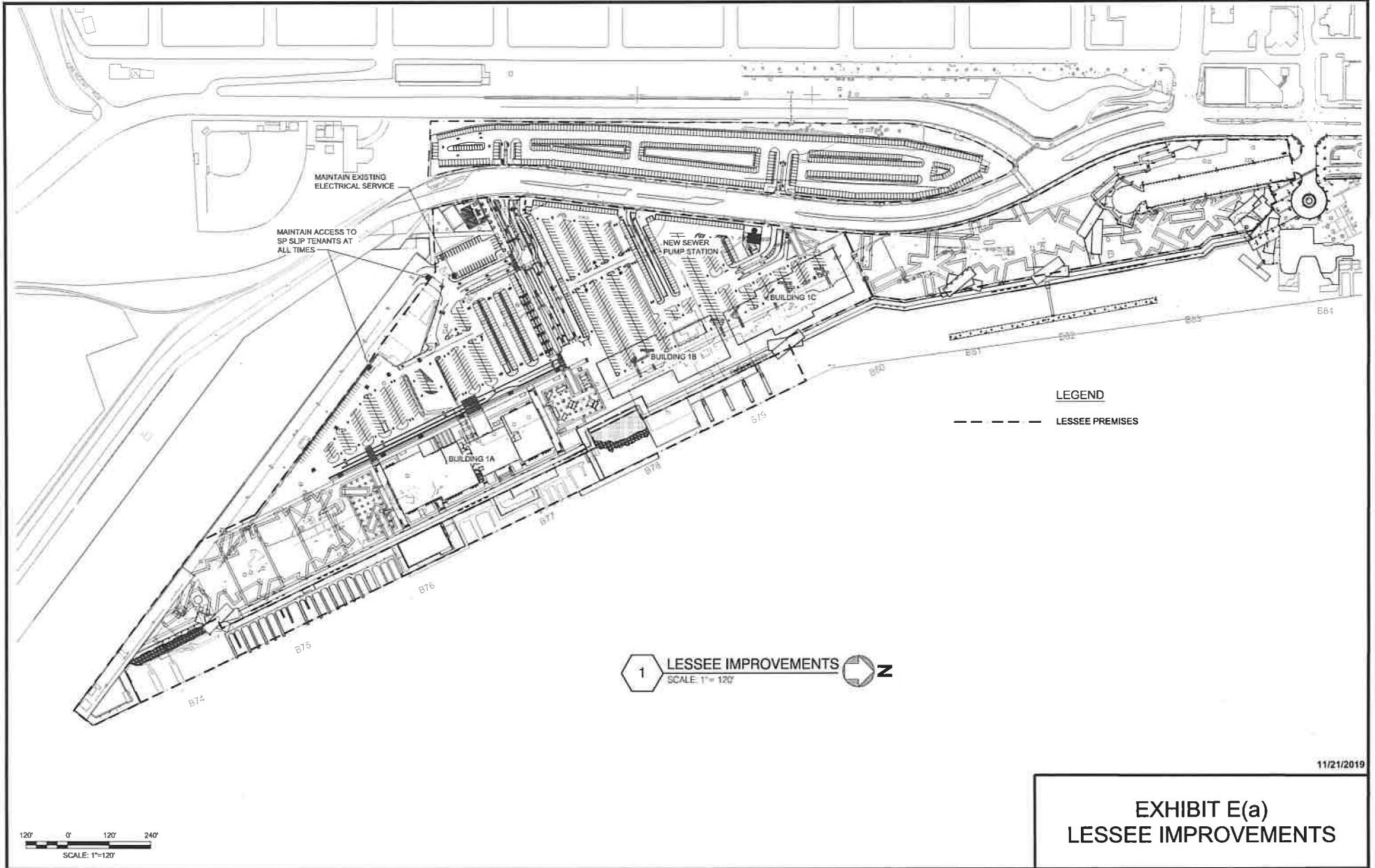
- a. Trees planted along the existing seawall shall be placed within a soil cell system
- b. Planting palette is per plan
- c. Planting area in front of proposed buildings shall contain topsoil but no plants
- d. Provide full irrigation as required in areas with plants and for the trees
- e. Provide partial irrigation for areas without plants: 2” irrigation line, irrigation controller, sprinkler wire, and laterals for trees
- f. Trees and planting area placed along the existing seawall shall not compromise the structural integrity of the seawall
- g. Trees identified to remain shall be protected unless safety or condition of tree is compromised

3. **Utilities:**

- a. **Electrical and Communication System:**
 - i. Primary electrical service from the Los Angeles Department of Water and Power to the premises shall be one 34.5kv service with a Vista Switch located near Utro’s. Distribution and conversion within the premises shall be the responsibility of the Lessee.
 - ii. Lessee shall provide a 277/480v, 200A, 3 Φ electrical panel for lighting and security related circuits. The electrical panel is identified to be located at the Lessee building (Building 1A). Permanent power to site will not be connected until Promenade Phase II is complete.
 - iii. Provide infrastructure for lighting, vendor zones, security, and communication
 - iv. Lessee shall provide a dedicated 480v, 200A, 3 Φ electrical circuit at Lessee building (Building 1A) for the new floating dock. Installation of feeder conductors shall not be installed until Promenade Phase II.
 - v. Typical light fixtures are promenade and ingrade luminaire
 - vi. Communication cable from cameras and emergency ringdown phones shall be terminated to POLA’s communication infrastructure
- b. **Drainage:**
 - i. Provide drainage for promenade footprint only

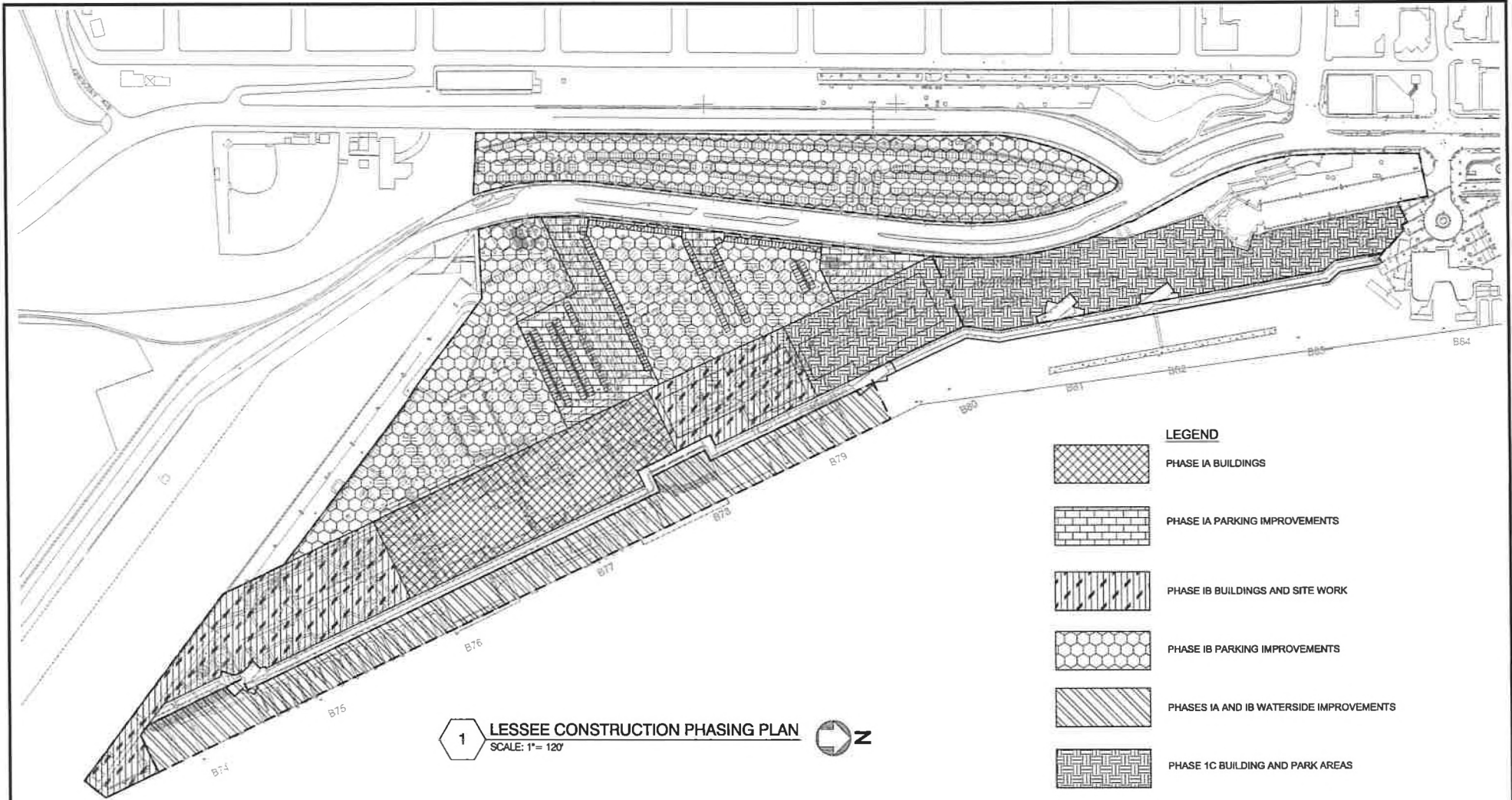
**EXHIBIT D-2
CITY IMPROVEMENTS
DESCRIPTION LIST**

- ii. Provide storm drain outlets through existing seawall
 - iii. Infrastructure shall be in compliance with the most current requirements set by the City of Los Angeles Bureau of Sanitation Watershed Protection Division
 - c. Water and Fire Protection: System is designed in compliance with latest editions of the Los Angeles City Plumbing Code and Los Angeles City Fire Code
 - d. Provide utility sleeves through the existing seawall at various locations that the City deem as feasible without compromising the seawall
4. Site Furnishings:
- a. Trash and recycling receptacles
 - b. Drinking fountains with pet fountains
 - c. Seating benches (two different types)
 - d. Pet station
 - e. Standard waterfront railing along water's edge made from metal and wood materials with gate access to the new public dock.
5. Floating Dock: Provide one long 600 lf dock with power and water services and one gangway with a platform and secured gate connecting to the promenade.
6. Existing Seawall:
- a. Repair existing seawall and rock at base of wall as needed.
 - b. Cut and place a new cap on top of the seawall to provide for horizontal and vertical alignment and a connection for the guardrail.
- D. Promenade—Phase II: Provide approximately 1100 linear feet of 30-ft wide promenade along the water's edge at Berth 74 and from Berths 78 to 79. Promenade includes 23 feet of hardscape and 7 feet of planting area. Promenade around mudflat area at Berths 78-79 may be 30' of hardscape. Additional scope is two overwater balconies within the Promenade, soil remediation at Berth 78-79, building abatement and demolition, and final electrical connections between Phase I and Phase II.

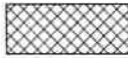
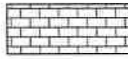

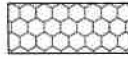





11/21/2019

EXHIBIT E(a)
LESSEE IMPROVEMENTS



1 LESSEE CONSTRUCTION PHASING PLAN
 SCALE: 1"=120'

- LEGEND**
-  PHASE IA BUILDINGS
 -  PHASE IA PARKING IMPROVEMENTS
 -  PHASE IB BUILDINGS AND SITE WORK
 -  PHASE IB PARKING IMPROVEMENTS
 -  PHASES IA AND IB WATERSIDE IMPROVEMENTS
 -  PHASE 1C BUILDING AND PARK AREAS
 -  LESSEE PREMISES

NOTES:






- PHASING SUBJECT TO CHANGE AND DEPENDENT ON PORT OF LOS ANGELES CONSTRUCTION CONTRACT AREAS AS SHOWN IN EXHIBIT F-2.

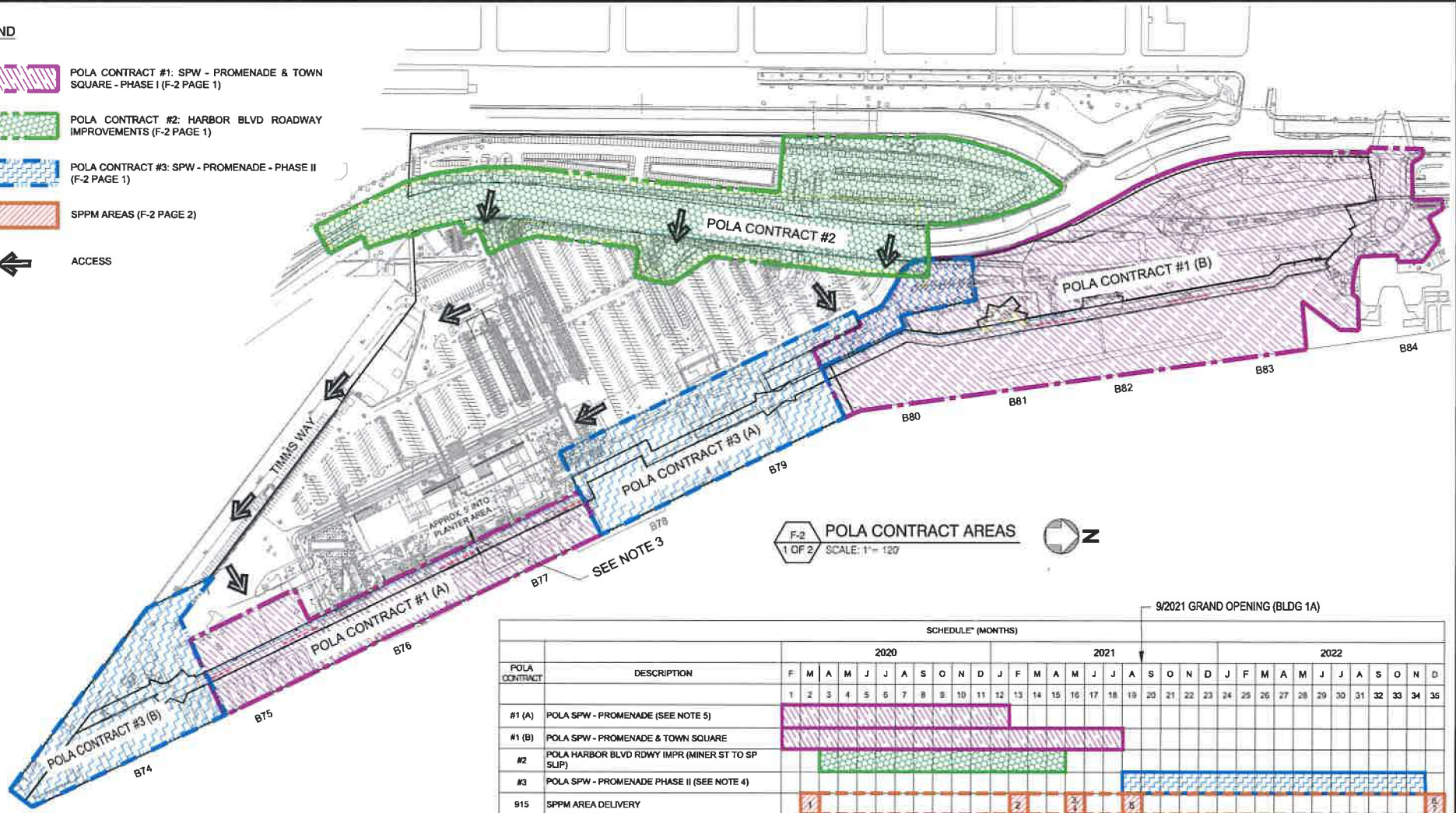


**EXHIBIT F-1
 LESSEE CONSTRUCTION
 PHASING PLAN**

11/21/2019

LEGEND

-  POLA CONTRACT #1: SPW - PROMENADE & TOWN SQUARE - PHASE I (F-2 PAGE 1)
-  POLA CONTRACT #2: HARBOR BLVD ROADWAY IMPROVEMENTS (F-2 PAGE 1)
-  POLA CONTRACT #3: SPW - PROMENADE - PHASE II (F-2 PAGE 1)
-  SPPM AREAS (F-2 PAGE 2)
-  ACCESS

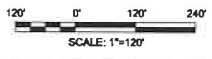


F-2 POLA CONTRACT AREAS
1 OF 2 SCALE: 1"= 120'

| POLA CONTRACT | DESCRIPTION | SCHEDULE* (MONTHS) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|--|--------------------|---|---|---|---|---|---|---|---|----|----|----|------|----|----|----|----|----|----|----|----|----|----|----|------|----|----|----|----|----|----|----|----|----|----|--|
| | | 2020 | | | | | | | | | | | | 2021 | | | | | | | | | | | | 2022 | | | | | | | | | | | |
| | | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | |
| #1 (A) | POLA SPW - PROMENADE (SEE NOTE 5) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | |
| #1 (B) | POLA SPW - PROMENADE & TOWN SQUARE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | |
| #2 | POLA HARBOR BLVD RDWY IMPR (MINER ST TO SP SLIP) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | |
| #3 | POLA SPW - PROMENADE PHASE II (SEE NOTE 4) | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | |
| B15 | SPPM AREA DELIVERY | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | |






NOTES:

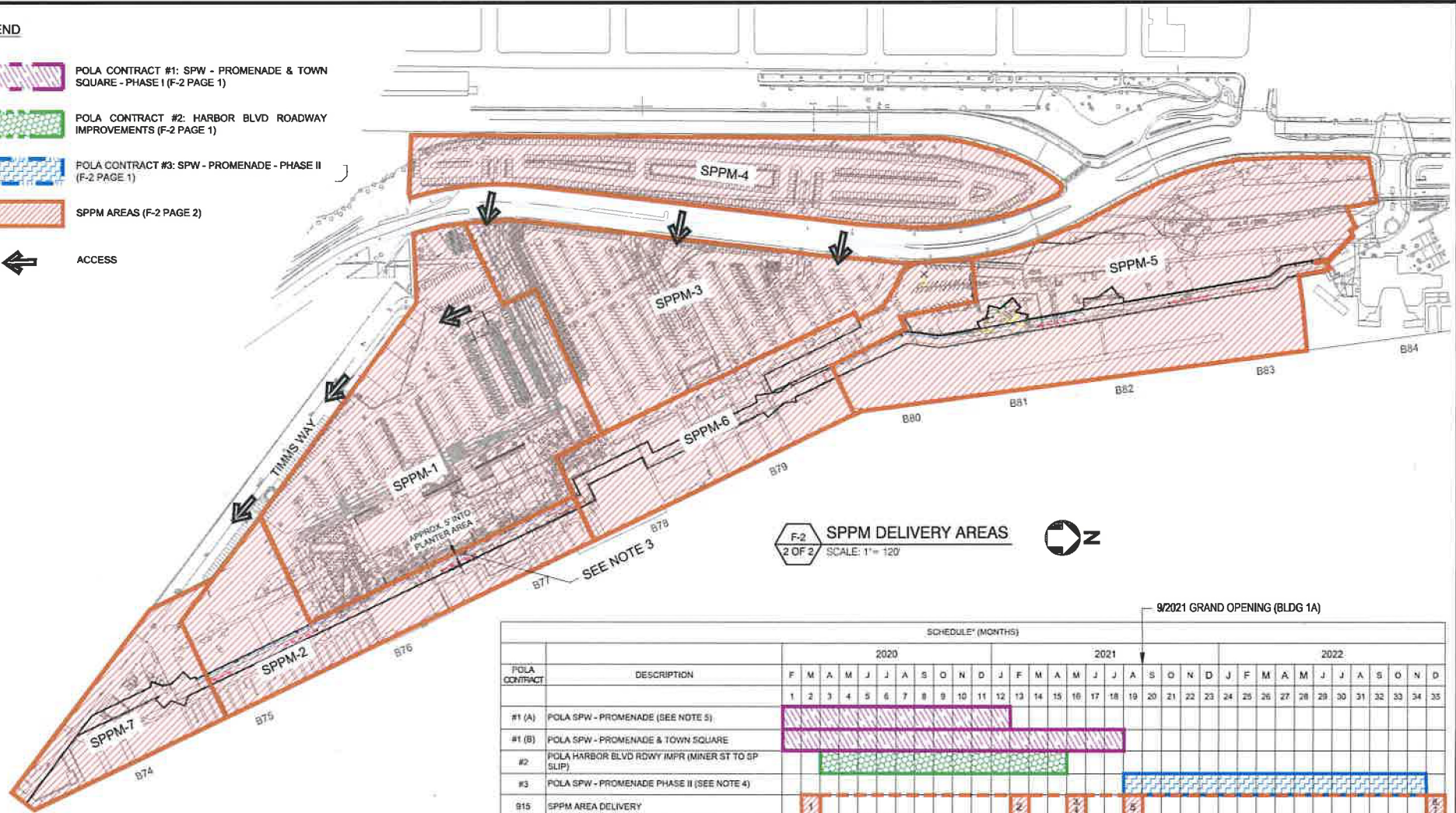
1. ACCESS TO TIMMS WAY AND POLA CONTRACT SITES SHALL BE MAINTAINED AT ALL TIMES.
2. PUBLIC ACCESS (2 ENTRANCES MINIMUM) SHALL BE MAINTAINED AT ALL TIMES.
3. SPPM SHALL HAVE ACCESS TO APPROX. 5' INTO THE PLANTER AREA DURING MONTHS 2 & 3.
4. POLA CONTRACT #3 SCHEDULE IS DEPENDENT ON THE VACATION OF EXISTING TENANTS.
5. SPPM SHALL COORDINATE WITH POLA FOR LIMITED ACCESS TO POLA CONTRACT #1 (A).
6. SCHEDULE SUBJECT TO CHANGE.



**EXHIBIT F-2
CONSTRUCTION AND
DELIVERY PHASING PLAN**

LEGEND

-  POLA CONTRACT #1: SPW - PROMENADE & TOWN SQUARE - PHASE I (F-2 PAGE 1)
-  POLA CONTRACT #2: HARBOR BLVD ROADWAY IMPROVEMENTS (F-2 PAGE 1)
-  POLA CONTRACT #3: SPW - PROMENADE - PHASE II (F-2 PAGE 1)
-  SPPM AREAS (F-2 PAGE 2)
-  ACCESS



F-2 SPPM DELIVERY AREAS
2 OF 2
SCALE: 1" = 120'



9/2021 GRAND OPENING (BLDG 1A)

| | | SCHEDULE* (MONTHS) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------|--|--------------------|---|---|---|---|---|------|---|---|---|---|---|------|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 2020 | | | | | | 2021 | | | | | | 2022 | | | | | | | | | | | | | | | | | | | | | | |
| POLA CONTRACT | DESCRIPTION | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D | J | F | M | A | M | J | J | A | S | O | N | D |
| #1 (A) | POLA SPW - PROMENADE (SEE NOTE 5) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #1 (B) | POLA SPW - PROMENADE & TOWN SQUARE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #2 | POLA HARBOR BLVD RDWY IMPR (MINER ST TO SP SLIP) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #3 | POLA SPW - PROMENADE PHASE II (SEE NOTE 4) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| #15 | SPPM AREA DELIVERY | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

NOTES:

1. ACCESS TO TIMMS WAY AND POLA CONTRACT SITES SHALL BE MAINTAINED AT ALL TIMES.
2. PUBLIC ACCESS (2 ENTRANCES MINIMUM) SHALL BE MAINTAINED AT ALL TIMES.
3. SPPM SHALL HAVE ACCESS TO APPROX. 5' INTO THE PLANTER AREA DURING MONTHS 2 & 3.
4. POLA CONTRACT #3 SCHEDULE IS DEPENDENT ON THE VACATION OF EXISTING TENANTS.
5. SPPM SHALL COORDINATE WITH POLA FOR LIMITED ACCESS TO POLA CONTRACT #1 (A).
6. SCHEDULE SUBJECT TO CHANGE.



11/21/2019

**EXHIBIT F-2
CONSTRUCTION AND
DELIVERY PHASING PLAN**

EXHIBIT G(a) -- SPPM/CITY IMPROVEMENTS SCHEDULE

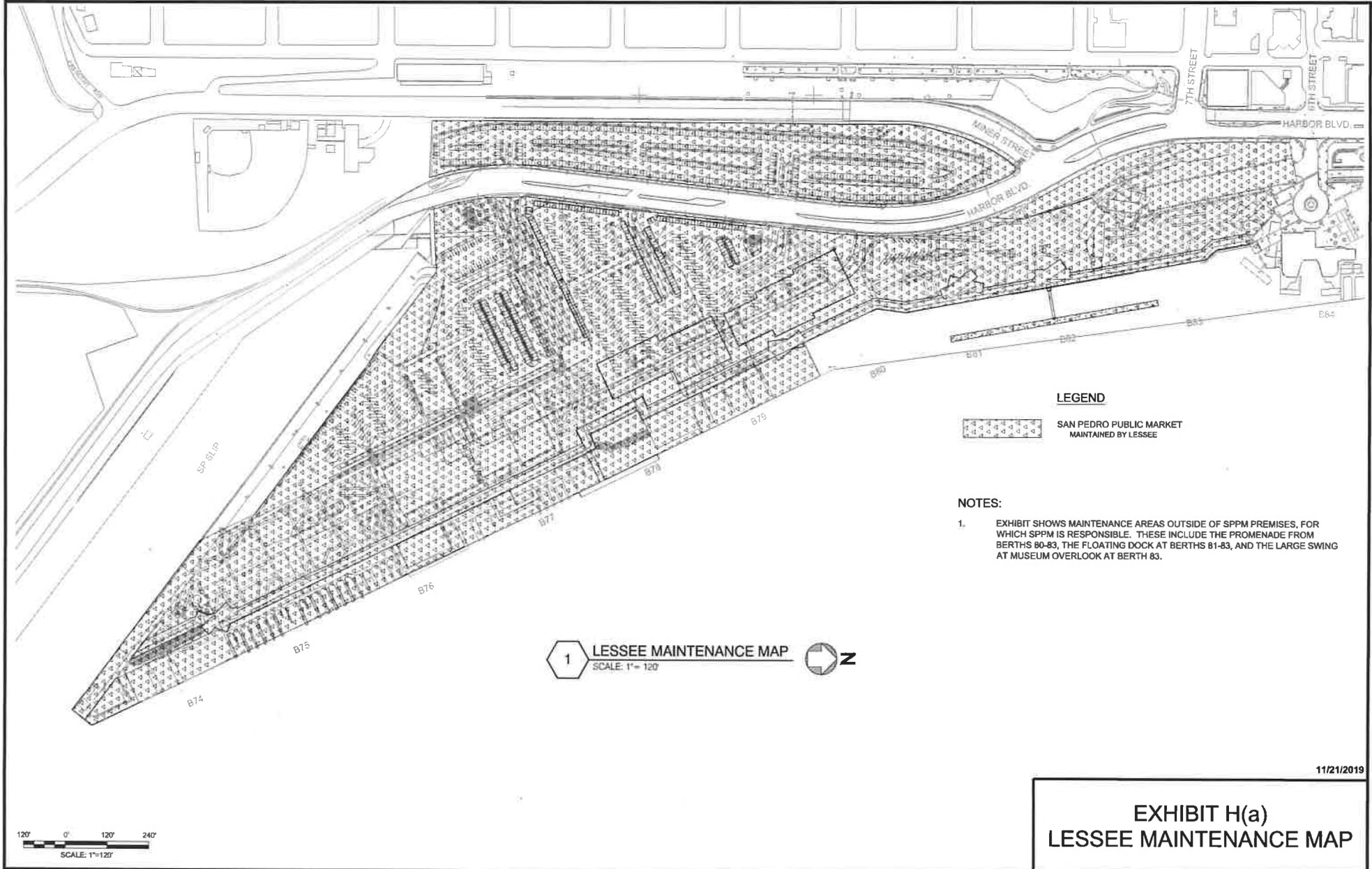
| | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 |
|---|--------------------------------------|------------------------|---------------------|-----------------|--------------|--------------|
| CITY ELEMENTS | | | | | | |
| TOWN SQUARE AND PROMENADE -- PHASE I | Design | Bid | Construction | | | |
| PROMENADE -- PHASE II (FISH MARKET SITE DEMO, CLEAN-UP, PROMENADE, AND JANKOVICH SITE)* | Preliminary Design & Coordination | | Design | Bid | Construction | |
| SPPM ELEMENTS | | | | | | |
| LEASE APPROVAL (JUNE 2016) | | | | | | |
| BUILDING 1A** | | Design & Const Docs | Perm & Bid | Construction | | |
| BUILDING 1B** | | | Design & Const Docs | Permit & Bid | | Construction |
| FUTURE BUILDINGS (TBD) | | | | | | |

*Dependent on Existing Tenants Vacating Site

**Building Shell and Core Construction Only (Does Not Include Tenant Improvements)

Notes:

1. Schedule shown in quarters of a year
2. SPPM Site Work Not Included in Schedule



LEGEND

 SAN PEDRO PUBLIC MARKET MAINTAINED BY LESSEE

NOTES:

1. EXHIBIT SHOWS MAINTENANCE AREAS OUTSIDE OF SPPM PREMISES, FOR WHICH SPPM IS RESPONSIBLE. THESE INCLUDE THE PROMENADE FROM BERTHS 80-83, THE FLOATING DOCK AT BERTHS 81-83, AND THE LARGE SWING AT MUSEUM OVERLOOK AT BERTH 83.

1 LESSEE MAINTENANCE MAP
SCALE: 1" = 120'



120' 0' 120' 240'
SCALE: 1"=120'

11/21/2019

**EXHIBIT H(a)
LESSEE MAINTENANCE MAP**