

EXHIBIT F

NON- MONETARY COMPENSATION SERVICES AND PUBLIC BENEFITS TO BE PROVIDED BY TENANT

Section 1: General Requirements

The Tenant shall provide the services and benefits established in this Section 1 from the Effective Date of the Agreement through expiration or earlier termination of the Agreement.

- 1) Tenant acknowledges that City maintains leases and other agreements for existing facilities, attractions, and activities with other non-profit 501(C)(3) entities and City agencies, including but not limited, Cabrillo Marine Aquarium, the Maritime Museum, U.S.S. Iowa, the Los Angeles Maritime Institute, and Port Tech LA. Tenant agrees to collaborate and coordinate with such other non-profit entities and City agencies to ensure Tenant activities complement and do not duplicate other non-profit LA Waterfront activities to maximize success of all non-profits and diversified recreational, commercial, and job opportunities.
- 2) Tenant and its subtenants shall post all concession cashiers, maintenance, security and any entry-level position employment opportunities at the First Source Workforce Development Office ("First Source"), a workforce development program that provides prospective employee applicants through a non-exclusive job referral system. Tenant shall also consult the First Source list of prospective employee applicants prior to any such hiring.
- 3) Tenant shall participate in the Harbor Department internship program and by the fifth year following the Effective Date of this Agreement provide up to five (5) summer internships.
- 4) Tenant shall in good faith and with all reasonable diligence use commercially reasonable efforts to use suitable advertising and other means to promote the use of the Premises granted by this Agreement. Tenant shall utilize local hotels, facilities and venues in the City, and particularly in the communities of San Pedro and Wilmington, and encourage its visitors and guests to utilize such hotels, facilities and venues, for any off-site and/or ancillary purposes and events required for the associated use of the Demised Premises, including but not limited to conventions and meetings, to its commercially reasonable ability.
- 5) Thirty (30) days following the end of the Compensation Year, Tenant shall annually report in writing to the City the following information, as applicable:

- (a) Number of all employment opportunities submitted to First Source by Tenant and its subtenants.
- (b) Number of employees Tenant and its subtenants hired through First Source and number of employees otherwise hired.
- (c) Engagement Center visitation levels, broken down by:
 - General public
 - Students provided organized tours, broken down by: Kindergarten – Sixth (6th) grade; Middle School; High School; and College students.
 - Tenant sponsored community events
 - Tenant sponsored conferences
 - Tenant sponsored special events
- (d) Number of students reached through off-site programs: Kindergarten – Sixth (6th) grade; Middle School; High School; and College students.
- (e) Number of college students participating in courses at the Demised Premises, broken down by graduate and under graduate levels.
- (f) Number of Post Doctorate students based at the Demised Premises.
- (g) Number of visitors and students provided boat tours, broken down by participant categories listed in item (c).
- (h) Number of other public tours provided, broken down by participant categories listed in item (c).
- (i) Date, attendance level, and summary of marketing and outreach materials for the annual open house event.
- (j) Date, time, subject, location, and attendance level of all public lectures provided by Tenant and its subtenants, pursuant to the requirements established in Section 2 below.
- (k) Date, time, community group, and event provided rent free use of the Engagement Center auditorium, pursuant to the requirements established in Section 2 below.
- (l) List of all subtenants and their location within the Demised Premises.
- (m) Location of all conferences held by Tenant and its subtenants related to research and operations at the Demised Premises.
- (n) Research funding obtained and sources of research funding by Tenant and its subtenants.
- (o) Number of Tenant and its subtenant employees with the Demised Premises being their primary work location.
- (p) Any other information deemed appropriate by the Tenant to illustrate services and public and economic benefits provided by Tenant operations.
- (q) Capital expenditures in the prior Compensation Year.
- (r) Number of volunteer hours worked and activities performed on the Demised Premises.
- (s) Approximate number of daylight hours Parcel B57 wharf public promenade access is restricted due to Tenant activities and operations.

- 6) Within thirty (30) days after the end of each Compensation Year, Tenant shall submit to the Executive Director a written certification of compliance with the Exhibit F, Exhibit K, and Tenant's Environmental Compliance Plan developed pursuant to Exhibit K requirements as may be applicable for such Compensation Year. In the event that the Tenant did not achieve compliance with any applicable requirement(s) in the prior year, Tenant shall include a plan to remedy the identified deficiency. In the event of non-compliance, the City may request more frequent reporting from Tenant related the Exhibit F requirements and Tenant shall provide City with such more frequent written reports until compliance with the requirements is achieved. All reports submitted by Tenant shall be verified and contain the following statement signed by an authorized officer of Tenant: "I, (Name of Officer), am the (Title of Officer) of (TENANT), and I hereby verify that I have personal knowledge of the information contained in this report and that the same is true, correct and complete under penalty of perjury under the laws of the State of California."

Section 2: Parcel Specific Requirements

In addition to the general services and benefits established in Section 1, the Tenant shall provide the additional services and benefits specified below for each parcel possessed by Tenant.

2.1 Parcels B56A and B56B Requirements

- 1) Tenant acknowledges that the Harbor Department holds events along the LA Waterfront throughout the year to provide unique opportunities for public access. Upon occupancy of Parcels B56A and B56B, Tenant shall provide the Harbor Department a list of Tenant and subtenant planned public events for the coming calendar year, no later than November 1. Tenant shall work with the Harbor Department in good faith to coordinate events so as to maximize the success of Tenant and Harbor Department events.
- 2) Within five (5) years following the Effective Date of the Agreement, the Tenant, regardless of the status of construction of the engagement center or other Tenant Improvements, shall annually reach 5,000 kindergarten through 12th grade students through on or off site programs, such as through classroom based programs or providing teachers with curriculum materials related to on-going or planned research and operations at the Demised Premises.
- 3) Upon completion of construction, Tenant shall operate and maintain an engagement center, related to the activities at the Demised Premises' facilities, that is open to the public free of charge for a minimum of 40 hours at least five days a week, excluding federal and City of Los Angeles holidays. At least two of such five days must be Saturday and Sunday for a minimum of four (4) hours each day. The hours of operations of the Cabrillo Marine Aquarium will be used as a guideline to leverage audiences for both facilities. Public restrooms in the

engagement center shall be available to public promenade users during engagement center hours.

- 4) Upon opening of the engagement center, Tenant shall provide at a minimum, free to the public:
 - a) Bi-weekly kindergarten through 12th grade educational tours, including transportation to and from the schools to the Demised Premises, for Los Angeles Unified District (LAUSD) students during the school year.
 - b) Bi-monthly Saturday workshops for the community pertinent to Demised Premises operations or other marine-related topics.
 - c) An annual open house of the Project facilities at the Demised Premises as they are developed by the Tenant. The Tenant is not required to provide public access to all facilities on the Demised Premises during the open house event, but engagement materials or programs explaining the purpose of the various facilities and the benefit of the marine research being conducted shall be provided to the public by the Tenant.
 - d) A public lecture series pertinent to Demised Premises operations or other marine-related topics, with a minimum of 12 lectures annually. Lectures may be provided at locations other than the Demised Premises to enable greater public outreach opportunities, but all 12 lecture locations shall be within the City of Los Angeles.
- 5) Within two (2) years following opening of the engagement center, Tenant shall provide engagement center tours to a minimum of 5,000 kindergarten through 12th grade school students and reach an additional 15,000 kindergarten through 12th grade school students on or off-site, such as through classroom based programs or providing teachers with curriculum materials related to the research and operations conducted on the Demised Premises.
- 6) Within four (4) years following opening of the engagement center, the Tenant shall provide engagement center tours to a minimum of 10,000 kindergarten through 12th grade school students and reach an additional 25,000 kindergarten through 12th grade school students on or off-site, such as through classroom based programs or providing teachers with curriculum materials to the research and operations conducted on the Demised Premises.
- 7) Upon opening of the engagement center, Tenant shall allow the City to use the engagement center auditorium free of charge, including janitorial services, security services, utility costs, and any additional costs, for a minimum of twelve (12) days annually for City of Los Angeles or Harbor Department sponsored events or meetings. The City must provide Tenant a minimum of thirty (30) days written

notice requesting use of the auditorium. The thirty (30) days written notice period can be waived at the sole discretion of the Tenant.

- 8) Upon opening of the engagement center, Tenant shall allow community groups the use of the engagement center auditorium for minimum 6 events annually. The Tenant shall waive the rental fee for these events; however, security, janitorial, and any additional costs will be the responsibility of the community groups.
- 9) No later than two (2) years following the Effective Date of the Agreement Tenant shall develop and maintain a website detailing the Project marine research activities and Tenant plans. Tenant shall update the research information on the website semi-annually at a minimum.
- 10) Upon completion of construction, Tenant shall maintain at its sole cost and expense the public promenade and other public spaces on the Demised Premises, consistent with Harbor Department standards. The public promenade shall be open to the public free of charge and consistent with the hours of other LA Waterfront promenade areas.

2.2 Parcel B57

- 1) Upon occupancy of Parcel B57, Tenant shall:
 - a) Develop and maintain exhibit space at transit shed Warehouse 57 that is open to the public, free of charge, a minimum of 40 hours a week and specifically related to marine research activities being undertaken at the Demised Premises. Hours shall be established by the Tenant and posted at both the exhibit area and on the Tenant's website.
 - b) Develop and make available on Tenant's website middle and high school curriculum materials related to the research being highlighted in the transit shed Warehouse 57 exhibit space.
 - c) Provide the following free tours, separate and apart from each other and other tours required by this Exhibit F:
 - i. Bi-weekly tour of the public exhibit space and Demised Premises activities in coordination with the engagement center tours.
 - ii. Bi-monthly tours of the Demised Premises gardens.
 - iii. Bi-monthly tours on which investigators or researchers will discuss their marine research work.
 - d) Provide six (6) lectures annually, separate and apart from other lectures required by this Section 2.2 or other Sections of this F, by investigators or researchers participating in research at the Demised Premises. Lectures may be provided at locations other than on the Demised Premises to

enable greater public outreach opportunities, but all 6 lecture locations shall be within the City of Los Angeles.

- e) Provide free boat tours, including transportation to and from the school to the Demises Premises, to elementary, middle, or high school students a minimum of once a month. Students participating in the boat tour may be the same students participating in other tours required by this Section 2.2 or other Sections of this Exhibit F.
 - f) Tenant's website shall be enhanced to include:
 - i. Video of real time research being conducted at Demised Premises.
 - ii. Details of tour and lecture schedules.
 - g) Provide City free of charge, including fuel, vessel staff, equipment, and any other costs, use of a research vessel adequate to perform harbor water quality sampling for one eight (8) hour day every month. Tenant will work with the City to establish an advanced schedule for use of the vessel consistent with monthly monitoring protocols.
- 2) Five (5) years following occupancy of Parcel B57, Tenant and its subtenants shall have a Post Doctorate program based at the Demised Premises.
 - 3) Five (5) years following occupancy of Parcel B57, Tenant and its subtenants shall have an undergraduate program based at the Demised Premises.
 - 4) Ten (10) years following occupancy of Parcel B57, Tenant and subtenant operations shall provide approximately 70 jobs on the Demised Premises.
 - 5) Upon completion of construction activities on Parcel B57, Tenant shall maintain at its sole cost and expense the public promenade, public restrooms, and public spaces on the Demised Premises, consistent with City Harbor Department standards. The public promenade shall be open to the public free of charge and consistent with the hours of other LA Waterfront promenade areas. Public restrooms on Parcel B57 shall be open to the public free of charge and consistent with the hours posted for the 22nd Street Park.
 - 6) Upon occupancy of Parcel B57, Tenant shall prepare and submit to the Executive Director a plan for controlling public access on the public promenade during vessel loading and unloading activities and other essential operations conducted on the wharf area.

2.3 Parcels B58, B 59, B60, B61A

- 1) Upon occupancy of Parcels B58, B59, B60 and B61, Tenant shall:

- a. Develop and maintain two exhibit spaces at transit shed Warehouses 58-60 (minimum 3,000 square feet) specifically related to business development activities being undertaken at the Demised Premises to be open to the public free of charge a minimum of 40 hours a week. Hours shall be established by Tenant and posted at both the exhibit area and on Tenant's website.
 - b. Develop and make available on Tenant's website middle and high school curriculum materials related to the new businesses being highlighted in the exhibit space at Warehouses 58-60.
 - c. Provide the following free public tours, separate and apart from each other and other tours required by this Exhibit F:
 - i. Bi-weekly tours of the public exhibition space and Parcels B58, B59, B60 and B61 activities in coordination with the engagement center tours.
 - ii. Bi-monthly tours of the gardens and other public area features on Parcels B58, B59, B60 and B61 including the viewing platform at the south section of Parcel B61.
 - d. Provide six (6) lectures annually, separate and apart from other lectures required by Exhibit F, by business entrepreneur subtenants on the Demised Premises. Lectures may be provided at locations other than the Demised Premises to enable greater public outreach opportunities, but all 6 lecture locations shall be within the City of Los Angeles.
 - e. Enhanced Tenant website to detail tour and lecture schedules.
- 2) 5 years following occupancy of Parcels B58, B59, B60 and B61, Tenant and subtenant operations shall provide approximately 180 jobs on the Demised Premises, in addition to the 70 on-site jobs set forth in Section 2.2 (4).

2.4 Parcels B70 and B71

Tenant shall provide Non-Monetary Compensation services and public benefits associated with development of Parcels B70 and B71 as established pursuant to the procedures set forth in the Agreement.

Section 3: Updates to Exhibit F

At each Five-Year Rate Adjustment, this Exhibit F may be updated to reflect appropriate non-monetary compensation services and public benefits. Such updates shall be made by order of the Board as set forth in Section 5.5.