

FIFTH 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 FIFTH AMENDMENT ("Fifth Amendment") to Lease No. 915 ("Lease") is made and entered into this _____ day of _____, 2022 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, effective as of November 21, 2019, the City approved a change in the control of the Lessee; and

WHEREAS, City and Lessee entered into the First Amendment on February 14, 2020 to further refine and develop the design and scope of the project; and

WHEREAS, on or about June 5, 2020, pursuant to Article 1, Section 1.2.1 of the Lease, Lessee exercised its 1st Option Extension to extend the Option Period for an additional six (6) months extending the Option Period to December 17, 2020; and

WHEREAS, due to the 2020 global COVID-19 pandemic impacts on public health, travel, economy, and business, City and Lessee entered into the Second Amendment on or about December 30, 2020 to further amend Lease terms and conditions including but not limited to granting Lessee the 2nd Option Extension and 3rd Option Extension which extended the Option Period to June 16, 2021 and December 17, 2021, respectively; and

WHEREAS, Lessee has exercised both the 2nd and 3rd Option Extension; and

WHEREAS, City and Lessee entered into the Third Amendment on or about October 2021 to further modify the Lease including but not limited to granting Lessee the 4th Option Extension which extended the Option Period to June 16, 2022 predicated on Lessee's successful completion of certain milestones; and

WHEREAS, Lessee exercised the 4th Option Extension after demonstrating completion of Milestone 1 as defined in Article 1, Section 1.2.1(d) of the Lease; and

WHEREAS, one of the conditions to Lessee's exercise of the Option is satisfactory debt financing with selected lenders; 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. The third paragraph of Article 1, Section 1.2.1(d) of the Lease is hereby deleted in its entirety and replaced with the following:

"Lessee shall complete Milestones 1 through 5, inclusive, no later than November 16, 2022 ("Milestones Completion Date"). Lessee shall exercise its Option no later than November 16, 2022."

Section 2. The definition of "Leasehold Mortgage" found in Exhibit A of the Lease shall be deleted in its entirety and replaced with the following:

"Leasehold Mortgage" shall have the meaning set forth in Exhibit N and shall also include that certain Assessment Contract dated as of _____, 2022, by and between Lessee and the California Statewide Communities Development Authority (the "Authority"), a copy of which is attached as Exhibit N-2 hereto (the "Assessment Contract"). A final executed copy of the Assessment Contract shall be attached to the Lease without further action from the Board or the Los Angeles City Council.

Section 3. The definition of "Leasehold Mortgagee" found in Exhibit A of the Lease shall be deleted in its entirety and replaced with the following:

"Leasehold Mortgagee" means the holder or holders from time to time of a promissory note or notes evidencing a bona fide loan and secured by a deed of trust or mortgage upon, among other things, the leasehold estate created by this Lease, as well as the Authority, the Program Administrator and the owner of the Bonds (the "Authority Parties"), as such terms are defined in the Assessment Contract.

Section 4. Exhibit N of the Lease is modified with respect to the Authority as follows: The benefits under Section 2(f)(iii) are limited to the Authority Parties, a Leasehold Mortgagee approved by the City, and a wholly-owned subsidiary of either of them.

Section 5. Article 2, Section 15.8 of the Lease is hereby deleted in its entirety and replaced with the following:

"15.8.1 Lessee's Financing During Option Period. Pursuant to Article 1, Section 2.1.1., Lessee intends to secure financing from Parkview Financial REIT, LP ("Parkview") and Petros PACE Administrator, LLC ("Petros"). City's consent to Lessee's financing agreement with Petros shall be in the form attached hereto as Exhibit N-2 of this Lease ("Petros Consent"). Lessee's request to assign this Lease or any part thereof, to Parkview to secure financing and City's consent to such request shall be in the form

attached as Exhibit N-1 to this Lease ("Parkview Consent"). The Executive Director shall have the authority to approve the final Petros Consent and final Parkview Consent without any further action by the Board or City Council,; *provided, however*, the final Petros Consent and Parkview Consent shall not be different than Exhibit N-2 and Exhibit N-1 and the Executive Director's authority shall not extend past November 16, 2022 beyond allowance for such ministerial changes as are consistent to complete the blanks reflected in Exhibit N-1 and Exhibit N-2. Neither the Petros Consent nor the Parkview Consent shall act as City approval of any other consent to assignment for security purposes, and Lessee shall be required to seek City consent as set forth in Section 15.8.2 herein."

15.8.2 Assignments for Security Purposes After Exercise of Option Period. Lessee's request to assign this Lease, or any part thereof, to a Leasehold Mortgagee, to secure financing of improvements on the Premises will require Board approval and will be considered on a case-by-case basis which approval shall not be unreasonably withhold, conditioned, or delayed. Consent to assignments for security purposes will be evidenced by a written consent approved by the Board and/or City Council with substantially the provisions set forth in Exhibit N, and substantially in the form of Exhibit N-1 and Exhibit N-2, and the following conditions:

(a) Monies borrowed must be in a fixed amount. New borrowings or refinancings require further Board approval.

(b) The collateral covered by the security instrument shall cover only Lessee's leasehold interest and interest in the Lessee's Improvements on the Premises, not the interests of City Improvements. In addition, the Petros loan may be secured through an assessment on the leasehold estate.

(c) Nothing in the instrument which creates the security interest in the Leasehold Mortgagee shall amend, modify, or otherwise affect the rights of City under this Lease or any guaranty.

(d) In the event the Leasehold Mortgagee initiates any action to foreclose the interest of Lessee in this Lease, the Leasehold Mortgagee agrees to deliver to the Board in person or by registered mail a copy of any notice of default sent to Lessee and agrees, ten (10) calendar days in advance of any foreclosure sale, to give written notice to the Board by registered mail. Such notices shall be addressed as follows:

Board of Harbor Commissioners
c/o Director of Waterfront and Commercial Real Estate
P.O. Box 151
San Pedro, CA 90733-0151

Provided, however, the failure to give such notice shall not affect the Leasehold Mortgagee's rights and ability to proceed with a foreclosure. A subsequent transfer

by a Leasehold Mortgagee after foreclosure or a deed in lieu of foreclosure shall be subject only to the consent requirements, if any, set forth in Section 15.7.1.

(e) Neither the foreclosure of the security interest, or acceptance of a deed in lieu of foreclosure, shall be subject to any restrictions set forth in Section 15.1.

15.8.3 Memorandum of Lease. Lessee or a Leasehold Mortgagee shall submit a written request to City requesting execution of a Memorandum of Lease form, which is attached hereto as Exhibit U-1 ("Memorandum of Lease"). The Executive Director shall have the authority to execute Exhibit U-1 without further action by the Board or City Council; *provided, however*, the final Memorandum of Lease shall be in the same form as Exhibit U-1 except for such ministerial changes as are consistent to complete the blanks reflected in Exhibit U-1. "

Section 6. The Lease is amended to add the attached as Exhibit U and the following sentence shall be added to Article 2, Section 26.25 as the last sentence in the paragraph:

"The Executive Director shall have authority to execute Exhibit U without further action from the Board or City Council; *provided, however*, the final Estoppel Certificate shall not be materially different from Exhibit U."

Section 7. Except as specifically provided herein, this Fifth Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto under or by any reason of said Lease, and except as expressly exercised herein, all of the terms, covenants, and conditions of said Lease, as exercised, shall remain in full force and effect.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment 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

SAN PEDRO PUBLIC MARKET LLC
a California limited liability company

Dated: 8/5, 2022

By: [Signature]
ERIC JOHNSON, VP
(Print/type Name and Title)

By: [Signature]
Brian Seeger, VP
(Print/type Name and Title)

APPROVED AS TO FORM AND LEGALITY

August 8, 2022
MICHAEL N. FEUER, City Attorney
STEVEN Y. OTERA, General Counsel

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

EXHIBIT N-1

**[See Attached;
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RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDER'S USE

EXEMPT FROM RECORDING FEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 27383

CONSENT TO HYPOTHECATION AND AGREEMENT BY CITY

(LEASE NO. 915)

THIS CONSENT TO HYPOTHECATION AND AGREEMENT BY CITY (LEASE 915) ("Consent And Agreement") is made as of this _____ day of _____, 20__ by and between _____ ("Lender") and THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners of the Harbor Department ("City"), and consented to by SAN PEDRO PUBLIC MARKET, LLC, a California limited liability company ("Tenant")

WHEREAS, the real property located in the County of Los Angeles, State of California, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Premises") is held by City pursuant to the State Tidelands Grant and subject to the limitations, conditions, restrictions and reservations contained in the Act;

WHEREAS, the City is a party (optionor/lessor) under that certain Lease 915 ("Original Lease") entered into on June 17, 2016 by and between City and Tenant, as lessee upon exercise of the Option in accordance with the terms and conditions of the Lease, which Original Lease has been subsequently amended as described in further detail in Exhibit B attached hereto and incorporated herein by this reference (as amended and modified pursuant to the documents identified on Exhibit B, the "Lease"). Capitalized words not defined in this Consent and Agreement shall have the meanings set forth in the Lease;

WHEREAS, pursuant to a written Loan Agreement dated as of _____, 2022 ("Credit Agreement") by and between Tenant and Lender, Lender has made a Loan (the "Loan") to Tenant for the purpose of acquisition of certain rights in the Premises pursuant to the Lease, among other things. Payment of the Loan will be secured by, among other things, a Construction Leasehold Deed of Trust, Assignment of Tents and Fixture Filing (the "Deed of Trust") and certain related instruments encumbering Tenant's entire estate, right, title, and interest in the Lease and the Premises; and

WHEREAS, the Lender has requested that, as a condition to accepting the Deed of Trust, the City execute and deliver this Consent and Agreement to and in favor of Lender, and Tenant consent and agree to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing promises and for good and for valuable consideration, receipt of which is hereby conclusively acknowledged, the parties hereto mutually covenant and agree as follows:

1. The City hereby consents to the hypothecation of Tenant's estate, right, title and interest in the Lease and Premises by the Deed of Trust. Notwithstanding anything contained in the Lease to the contrary, (a) the appointment of a receiver for Tenant's property by Lender or the exercise of similar remedies by Lender regarding the interest of Tenant under the Lease or the levy upon Tenant's effects by Lender will not constitute a default by Tenant under the Lease (including without limitation under Section 19.1(d)(3) of the Lease), and (b) any transfer of Tenant's interest under the Lease or in the Premises through foreclosure of the Deed of Trust by Lender's exercise of any power of sale under the Deed of Trust, or any similar action or action in lieu thereof, shall be permitted by the Lease without any requirement that the City consent thereto; provided, however, that notwithstanding anything contained herein to the contrary, any successor tenant to Tenant other than Lender or a Lender Party (defined in Section 9 below) shall be subject to the approval of the Board of Harbor Commissioners, City of Los Angeles (the "Board") (as and to the extent required pursuant to Section 15.8 of the Lease and pursuant to applicable law) which approval shall not be unreasonably withheld or delayed. If the Lender (or a Lender Party) shall acquire title to Tenant's interest in the Lease and the Premises (whether by foreclosure of the Deed of Trust, deed in lieu thereof or pursuant to Section 3(i) below), Lender (or such Lender Party) shall succeed to all of Tenant's rights in and to the Lease and shall thereafter be entitled to assign the Lease to a third party, subject to the approval (not to be unreasonably withheld or delayed) of the Board pursuant to Article 15 of the Lease, satisfactory to the City, acting reasonably, and upon such Assignment Lender (and such Lender Party) shall be relieved of all liability under the Lease and this Consent and Agreement.

2. Intentionally omitted.

3. The City hereby agrees that until the time, if any, that the obligations secured by the Deed of Trust shall be satisfied as evidenced by a reconveyance of the Deed of Trust or Lender shall otherwise give the City written notice that the obligations secured by the Deed of Trust has been satisfied:

(a) Without limiting City's rights and remedies under the Lease, City will not accept from Lessee a voluntary surrender of the Premises nor will City agree to any request from Tenant to cancel or terminate the Lease prior to the expiration of this Lease without the written consent of the Lender.

(b) City shall not enter into any modification or amendment of the Lease increasing the "Rent" (as defined in the Lease), changing the leased premises under the Lease (other than to reflect Phasing), shortening the "Term" (as defined in the Lease), adding defaults or lessening the cure or notice periods with respect to any existing default under Section 19.1 of the Lease, or otherwise materially modifying City's or Lessee's respective rights and obligations under this Lease without the prior written consent of any Lender, which consent shall not be unreasonably withheld, conditioned or delayed. Any such modification to this Lease made while a Deed of Trust is in effect that City has been given written notice of but without the prior written consent of the Lender shall not be effective or binding against the Lender.

(c) No notice, demand, election or other communication required or permitted to be given under the Lease (all of the foregoing hereinafter in this Section 3(c) collectively being referred to as “notices”, and each of them, as a “notice”) which shall be given by City to Tenant shall be binding upon or affect Lender, unless a copy of said notice shall be given to Lender at the address provided in Section 12 below within the time when such notice shall be required or permitted to be given to Tenant. In the case of an assignment of the Deed of Trust (subject to compliance with Section 3(f) below) or change in address of Lender, the assignee thereof or Lender, by notice to City at the address provided in Section 12 below, may change the address to which copies of notices are to be sent as herein provided. All notices and copies of notices to be given to Lender as provided in this Section 3(c) shall be given in the same manner as is provided in the Lease in respect of notices to be given by City or Tenant.

(d) Lender shall have the right to perform any term, covenant, condition or agreement and to remedy any default by Tenant under the Lease, and the City shall accept such performance by Lender with the same force and effect as if furnished by Tenant;

(e) If Tenant shall default under Section 19.1 of the Lease, and if such default shall not be remedied within the applicable grace or period provided therefor (if any), the City shall provide notice to Lender (a “Tenant Event of Default Notice”). In such instance, Lender shall have the right but not the obligation to cure the applicable Tenant default during the period provided in, and City shall not be entitled to exercise its right to terminate this Lease (or to terminate Lessee’s right to possession hereunder) as set forth in, clauses 3(e)(i) through (iii):

(i) In the case of all monetary defaults, Lender shall have thirty (30) days from Lender’s receipt of such Tenant Event of Default Notice within which to cure such default and City shall not terminate the leasehold estate of Tenant thereunder or declare the same forfeited by reason of such default during such thirty (30) day period; provided, however, Lender shall have no obligation or liability for any indemnity obligations of Lessee (which shall be deemed Non Curable Defaults as herein defined);

(ii) In case of a default by Tenant in the performance or observance of any non-monetary term, covenant, condition or agreement on Tenant’s part to be performed under the Lease, to the extent such default is susceptible of cure, Lender shall have sixty (60) days from Lender’s receipt of the Tenant Event of Default Notice to cure said default; provided, however, if such default is of such a nature that the same cannot practicably be cured by Lender within such sixty (60) day period, then the City shall not terminate the leasehold estate of Tenant thereunder or declare the same forfeited by reason of such default, if and so long as Lender, within such sixty (60) day cure period, commences to cure such default and diligently pursues the same to completion; provided however, if Lender must take possession of the Premises to effect such cure, Lender shall be deemed in compliance herewith if Lender, within 120 days (or such greater period of time not to exceed 180 days as elected by the Executive Director of the Harbor Department of the City) from Lender’s receipt of the Tenant Event of Default Notice, either (A) commences to foreclose upon the Deed of Trust, (B) initiates a proceeding for the appointment of a receiver and issues receiver under applicable law to take operational control of the Premises, or (C) enters into negotiations with Borrower for a deed in lieu of foreclosure of the Deed of Trust and (D) thereafter proceeds expeditiously to complete such foreclosure, obtain the appointment of such receiver, in either instance without any extensions or forbearances to Tenant granted by Lender,

or consummate such deed in lieu transaction, and, upon obtaining possession (whether by appointment of a receiver, or foreclosing upon the Deed of Trust or acceptance of a deed in lieu thereof), promptly commences and duly prosecutes to completion such action as may be necessary to cure such default; provided, further, to the extent Lender is enjoined from pursuing such possession of the Premises, Lender's cure period herein shall be tolled so long as Lender is using commercially reasonable efforts to cause such injunction to be terminated;

(iii) Lender shall not be required to cure any default by Borrower not susceptible of cure ("Non Curable Defaults") and City shall not terminate the Lease on account therefor so long as Lender is diligently pursuing possession of the Premises and cures all monetary defaults and non monetary defaults susceptible of cure within the periods set forth in 3(e)(i) and (ii), as applicable. Without limiting the foregoing, upon any Lender Party succeeding to the rights of Tenant under the Lease and the cure of all monetary defaults and all non-monetary defaults by Tenant (other than Non Curable Defaults), all such Non-Curable Defaults for the period prior to Lender Party succeeding to the rights of Tenant shall be waived. The rights of Lender under this Section 3(e) are in addition to such rights as are given to Lender under Section 3(g) hereof or otherwise provided in this Consent and Agreement.

(f) Without limiting Lender's rights pursuant to Section 3(e) above, Lender shall not be required to (i) continue such foreclosure proceedings if a default shall be cured prior to the completion of such proceedings and (ii) obtain approval of the Board of Harbor Commissioners for any transfer of the lender's interest in the Loan and other Loan Documents (each a "Loan Interest Transfer") if such transfer is a "Permitted Loan Interest Transfer" (Lender agreeing that the approval of the Board of Harbor Commissioners shall be required for any Loan Interest Transfer other than a Permitted Loan Interest Transfer, which approval shall not be unreasonably withheld or conditioned). For purposes hereof, a "Permitted Loan Interest Transfer" shall mean (1) any transfer of a direct or indirect interest in the Loan so long as, after such transfer, Lender (directly or indirectly) retains day to day control of the Loan (subject to ordinary course co-lender and participant consent and removal rights), (2) any transfer of a direct or indirect transfer of the Loan, including a transfer of 100% of the lender's interest in the Loan and the Loan Documents, to an Institutional Lender and (3) any transfer of the Loan and the Loan Documents to a wholly owned subsidiary of the Lender. For purposes hereof, "Institutional Lender" shall mean (x) any savings and loan association, state or federally chartered bank, investment bank, insurance company, trust company, commercial credit corporation, pension plan, pension fund or pension advisory firm working on behalf of a pension plan, mutual fund, United States government entity or plan, or an entity or plan of an individual state of the United States; or (y) any real estate investment trust, investment company, money management firm or "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, or an institutional "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, as amended (including any entity established as an investment vehicle for the foregoing) that, in each instance, has total assets (in name or under management) in excess of \$500,000,000.00, and a consolidated capital and statutory surplus and shareholder's equity or net worth of at least \$100,000,000.00, and is regularly engaged in the business of making or owning (or in the case of a fund advisor or manager, advising or managing with respect to a fund that is regularly engaged in the business of making or owning) commercial real estate construction loans similar to the Loan.

(g) Tenant may delegate irrevocably to Lender the authority to exercise any or all of Tenant's rights under this Agreement. Any provision of the Lease or the Deed of Trust which gives to Lender the privilege of exercising a particular right of Tenant under the Lease if Tenant has failed to exercise such right shall not be deemed to diminish any right or privilege which Lender may have (i) under this Consent and Agreement, or (ii) by virtue of any such delegation of authority from Tenant to exercise its rights without regard to whether or not Tenant has failed to exercise such right.

(h) Notwithstanding provision for the waiver of Non Curable Defaults for the period prior to Lender Party succeeding to the rights of Tenant as provided in Section 3(e)(iii), City's rights against Tenant shall not be released.

(i) If the Lease is terminated for any reason or is otherwise disaffirmed or rejected in a bankruptcy proceeding affecting Tenant or the Lease, then the following provisions shall apply:

(i) City shall promptly notify the Lender and agrees that the Lender shall have the right, for a period of ninety (90) days after such notice, to deliver to City written notice of the Lender's election to execute a new lease of the Premises of the character and, when executed and delivered and possession of the Premises is taken thereunder, having the effect hereinafter set forth. Any such new lease as contemplated in this Section may, at the option of the Lender, be executed by a nominee of such holder, without the Lender assuming the burdens and obligations of Lessee thereunder beyond the period of its ownership of the leasehold estate created hereby; provided, however, if the nominee is not a subsidiary of the Lender (which for purposes hereof, includes a subsidiary whose equity interests include interests in favor of any transferee of a Loan Transfer Interest not requiring the consent of the Board of Harbor Commissioners), such nominee shall be subject to the approval of the Board of Harbor Commissioners, which approval shall not be unreasonably withheld or conditioned. A nominee that does not require the consent of the Board of Harbor Commissioners or who has been approved by the Board of Harbor Commissioners is herein referred to as a "Qualified Designee."

(ii) If Lender provides written notice within such ninety (90) days of its election to obtain a new lease (in its own name or a Qualified Designee), together with a written instrument from Lender (or a Lender Party designated by Lender) agreeing to cure all defaults of Tenant under the Lease (other than Non Curable Defaults) consistent with the time frame set forth in Section 3(i)(iv) below, the new lease shall be executed by City and the Lender within ninety (90) days after the receipt by City of such written notice, or such longer period as is required to comply with the approval processes of the Board of Harbor Commissioners.

(iii) Such new lease shall automatically vest in the Lender or any Qualified Designee all of Lessee's right, title and interest in the improvements prior to the termination or rejection of this Lease (or the termination or rejection of Lessee's right to possession), shall be for a term to commence at the termination or rejection of this Lease or of Lessee's right to possession hereunder and shall have as the date for the expiration thereof the same date stated in this Lease as the date for the expiration hereof. The rent thereof shall be at the same rate as would have been applicable during such term under the provisions of this Lease had this Lease not so terminated (or Lessee's right to possession hereunder had not so terminated), and

all the rents, covenants, conditions and provisions of such new lease, including, but not limited to, the conditional limitations set forth in this Lease, shall be the same as the terms, conditions and provisions of this Lease. The parties intend and agree that the new lease shall have the same priority as this Lease and shall provide as such in a memorandum of lease.

(iv) As a condition to City's delivery of the new lease, the Lender shall, at the time of the execution and delivery of such new lease, pay or caused to be paid to City all Rent and all other sums which would have become payable hereunder by Lessee to City to the date of the execution and delivery of such new lease had this Lease not terminated (or Lessee's right to possession terminated) other than sums arising from any indemnity obligations, and which remain unpaid at the time of the execution and delivery of such new lease. To the extent of any other default by Tenant existing as of the date of termination or rejection of the Lease, other than Non Curable Defaults, Lender shall have the cure period set forth in Section 3(e)(ii) to cure the same. All Non Curable Defaults for the period prior to Lender Party succeeding to the rights of Tenant shall be deemed waived upon cure of all curable non-monetary defaults. To the extent Non-Curable Defaults relate to failure to construct improvements on schedule, or otherwise are of a nature where the default would continue after Lender Party succeeds to the rights of Tenant, City and such Lender Party shall work in good faith to agree to a new schedule.

(v) If Lender exercises its right to obtain a new lease pursuant to this Section 3(i), but shall fail to comply with the other provisions of this Section 3(i), then Lender shall have no further rights under this Section 3(i). However, if Lender or a Lender Party executes such new lease and pays to City all amounts due under Section 3(i)(iv) hereof, then Lender (or such Lender Party) shall be entitled to assign the Lease to a third party, subject to the approval of the Board under Sections 15.1 and 15.2 of the Lease, which approval shall not be unreasonably withheld or delayed, and upon such assignment Lender (and such Lender Party) shall be relieved of all liability under the Lease.

(vi) Upon any termination or rejection of the Lease for any reason whatsoever, until Lender's right to a new lease has expired consistent with this Section 3(i), City shall not disturb the possession of any sublessee of the Premises so long as such sublessee is not in default under its sublease. Upon any new lease delivered to the Lender or its assignee pursuant to Section 3(i) hereof, all subleases shall be concurrently assigned to Lender or the assignee thereof that is the named lessee under such new Lease.

For the purpose of Lender's rights under this Section 3(i), Lender shall be deemed to have a non-recourse interest in the Lease which shall be unaffected by termination or disaffirmance or rejection thereof, and despite such termination or disaffirmance or rejection, this Consent and Agreement and Lender's right to a new lease, as between the City and Lender, shall be deemed to continue in full force and effect.

(j) If the City shall finance its interest in the Premises or otherwise cause or permit any deed of trust to be recorded against its fee title to the Premises or its reversionary interest therein, such deed of trust shall be expressly made subject and subordinate to the Lease, any Lender Amendment, the leasehold estate(s) created thereunder and all rights of Tenant and Lender set forth herein and therein. Notwithstanding the foregoing, this Section 3(i) shall not for

any purpose effect a subordination of the fee or reversionary interests in the Premises held by the City or the Board.

4. Except as otherwise provided for in the Lease, no Lender, trustee or purchaser under a Deed of Trust shall be or become liable to City as an assignee of this Lease or otherwise until it expressly assumes by written instrument such liability. Provided the City has received all Rent due under the Lease until the time the Lender, trustee or purchaser assumes the leasehold estate, it is expressly provided that any such Lender, trustee or purchaser shall only be liable to City for the payment and performance of Lessee's obligations hereunder accruing during the period that any such Lender, trustee or purchaser owns the Lessee's leasehold estate hereunder and that any such liability or obligation assumed by Lender shall be limited to Lender's interest in the Premises. Lender shall have no obligation to cure any default by Lessee under this Lease as a condition to Lender's assumption of this Lease through foreclosure, deed in lieu of foreclosure or otherwise or as a condition to a new lease.

5. So long as the Deed of Trust affects the Premises, or if Lender, a Lender Party or any purchaser at foreclosure (or by deed in lieu thereof or by transfer in connection with any bankruptcy or similar proceeding) shall acquire Tenant's interest in the Premises, the City agrees that if any court of competent jurisdiction shall render a decision which has become final that prevents the performance by the City of any of its obligations under the Lease, the rights and obligations of Tenant and the City shall be determined in accordance with the provisions of applicable law (and any contrary provision of the Lease shall be of no effect).

6. Notwithstanding anything in the Lease to the contrary, so long as the Deed of Trust shall affect the Premises, the fee title to the Premises and the leasehold estate therein created pursuant to the Lease shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in the City, Tenant or any other person or entity by purchase, operation of law or otherwise.

7. Intentionally Omitted.

8. The City will deliver to Lender an estoppel certificate within thirty (30) days after Lender's request. The estoppel certificate will certify, subject to any applicable exceptions, that the Lease is in full force and effect, will identify any modifications to the Lease, will indicate whether, to the knowledge of City by its Director of Real Estate, any default then exists under the Lease, and will contain such other information as consistent with Section 2 hereof and otherwise as a prospective assignee of Tenant's interest under the Lease or a prospective Lender would reasonably request.

9. The term "Lender Party" means Lender, any wholly owned subsidiary of Lender, any Qualified Designee, any third party successor that takes title the leasehold estate pursuant to Lender's foreclosure under the Deed of Trust subject to applicable law, and any of such party's respective successors and assigns approved by the Board under Section 10(a), and their respective Qualified Designees.

10. Intentionally Omitted.

11. Any notices sent to the City shall, until further notice, be addressed as follows:

City of Los Angeles Harbor Department
Cargo and Industrial Real Estate Division
Attention: Jack Hedge
425 S. Palos Verdes Street
San Pedro, CA 90731

The City of Los Angeles
Board of Harbor Commissioners
425 South Palos Verdes Street
San Pedro, California 90731
Attention: Office of City Attorney

12. Any notices sent to Lender shall, until further notice, be addressed as follows:

With a copy to:

Cox Castle & Nicholson LLP
2029 Century Park East, 21st Floor
Los Angeles, CA 90067
Attn: Aweissburg@coxcastle.com; Awolin@coxcastle.com

13. In addition to all notices required to be delivered by City to Lender hereunder or under the terms of the Lease, City shall give Lender prompt notice of any judicial reference or other legal proceedings between City and Lessee involving obligations under the Lease. Lender shall have the right to intervene in any such proceeding to protect its interest and be made a party thereto, and the parties hereto do hereby consent to such intervention. In the event that Lender shall not elect to intervene or become a party to any such proceedings, City shall give Lender notice of, and a copy of, any award or decision made in any such proceedings, which shall be binding on Lender not intervening after receipt of notice of the judicial reference or other legal proceeding.

14. This Consent and Agreement may not be modified except by an agreement in writing signed by the City and Lender or their respective successors-in-interest. This Consent and Agreement shall inure to the benefit of and be binding upon the City and Lender, and their respective heirs, representatives, successors and assigns. City agrees to enter into a new consent, substantially in the form of this Consent and Agreement, with any lender providing financing to refinance the Loan.

15. This Consent and Agreement may be recorded in the Official Records of the County of Los Angeles.

16. The City understands that Lender will be accepting the Deed of Trust in reliance upon the truth of the statements made by the City in this Consent and Agreement. If and to the extent this Consent and Agreement conflicts with Exhibit N of the Lease, this Consent and Agreement controls. If and to the extent Exhibit N has requirements that are not contained in this Consent and Agreement, such provisions are waived for the Loan.

17. Concurrently herewith City is executing a Consent and Agreement to the Levy of a Contractual Assessment on a Leasehold Interest and Related Matters in connection with a commercial property assessed clean energy financing provided by Petros PACE Finance, LLC ("PACE Lender") (the "PACE Consent and Agreement"). Pursuant to the PACE Consent and Agreement, (a) if Lender does not exercise its right to cure default under the Lease within the timeframe set forth in this Consent and Agreement, then the PACE Lender may exercise its right to cure the default, and (b) if Lender does not elect to execute a new lease within the timeframe set forth in this Consent and Agreement, then the PACE Lender may exercise its right to enter into a new lease.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Consent and Agreement by their respective duly authorized representatives.¹

CITY

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

Dated: _____

By _____
Executive Director

Attest: _____
Board Secretary

APPROVE/AS TO FORM AND LEGALITY

_____,
_____, City Attorney
_____, General Counsel

By: _____
Name:
Its:

LENDER

[signatures continue on next page]

¹ NTD: Add appropriate notaries as in effect upon issuance of estoppel

TENANT'S CONSENT

The undersigned hereby consents to the execution of this CONSENT TO HYPOTHECATION AND AGREEMENT BY CITY (LEASE 915), as amended and assigned, and agrees to be bound by all of the terms covenants, conditions and provisions hereof.

TENANT

EXHIBIT N-2

**[See Attached;
This page left intentionally blank]**

CITY OF LOS ANGELES

**CONSENT AND AGREEMENT TO THE LEVY OF
A CONTRACTUAL ASSESSMENT
ON A LEASEHOLD INTEREST
AND TO RELATED MATTERS**

Date: August ____, 2022

Property Address: 444 S. Harbor Blvd., San Pedro, CA 90731

APN: 7440-031-904, 7440-034-902

To Whom it May Concern:

The City of Los Angeles, a municipal corporation (the "City"), acting by and through its Board of Harbor Commissioners (the "Board") (collectively referred to herein as the "Local Agency"), holds, pursuant to the State Tidelands Grant and subject to the limitations, conditions, restrictions and reservations contained in the Act, a property identified by the above-referenced address and assessor parcel's numbers (the "Property"). As of the date hereof, the Local Agency has conveyed an option to obtain a leasehold interest in the Property (the "Leasehold Interest") pursuant to that certain Ground Lease No. 915 by and between the Local Agency and San Pedro Public Market LLC, a California limited liability company ("Lessee"), dated as June 17, 2016, as amended from time to time (the "Ground Lease"), and it is the intention of the parties thereto that the Leasehold Interest will be conveyed to the Lessee prior to the consummation of the debt financing described herein (the "PACE Loan").

Background. Lessee has informed the Local Agency of the following:

(i) The California Statewide Communities Development Authority ("Authority") has established CSCDA Open PACE ("PACE Program"), which assists property owners with financing for the installation of, among other things, certain renewable energy, energy and water efficiency and seismic strengthening improvements that are permanently fixed to their properties ("Authorized Improvements") and authorized under Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29").

(ii) In general, under Chapter 29, the Authority levies contractual assessments to finance the installation of Authorized Improvements on private property by agreement with the owners of the property (an "assessment contract"). Pursuant to Section 5898.30 of Chapter 29, the contractual assessment is collected in installments on the property tax bill in the same manner as and subject to the same penalties, remedies and lien priorities as real property taxes.

(iii) Section 5898.33 of Chapter 29 provides for the levy of contractual assessments on a leasehold or possessory interest granted by a public agency in its property and, in that circumstance, requires (A) the contractual assessment to be paid by the owner of the leasehold or possessory interest, (B) the assessment contract to be entered into by the public agency that established the program and the lessee, and (C) the public agency owning the property to provide prior written consent to the contractual assessment.

(iv) The Authority issues bonds payable from contractual assessments pursuant to the Improvement Bond Act of 1915 (the "Bond Act"). Under the Bond Act, as a cumulative remedy, if any contractual assessment or installment thereof is not paid when due, the Authority may order that the same be collected by an action brought in the superior court to foreclose the lien thereof.

Requests by Lessee. The Lessee has informed the Local Agency that it wishes to participate in the PACE Program and has requested that the Local Agency:

(i) consent to the Lessee executing an assessment contract with the Authority (the "Assessment Contract") providing for the levy of a contractual assessment on the Leasehold Interest in an amount not to exceed \$60,000,000.00 (the "Leasehold Contractual Assessment"), in substantially the same form as the Assessment Contract attached hereto as Exhibit A. The final executed Assessment Contract shall be attached to this consent without further action from the Board or Los Angeles City Council. The interest rate will be locked at 245 basis points over the then current Treasury yield having a maturity equal to the weighted average life of the PACE Loan, subject to a floor rate of 5%

(ii) represent that the levy of the Leasehold Contractual Assessment on the Leasehold Interest will not constitute an event of default or trigger the exercise of any remedies under the Ground Lease,

(iii) agree that the Assessment Contract constitutes a "Leasehold Mortgage" and the Authority is a "Leasehold Mortgagee" as such terms are defined under the terms of the Ground Lease, and

(iv) agree that the written consent of the Local Agency is not required for the Leasehold Interest to be purchased at a foreclosure sale under the Bond Act.

Consent and Agreement. The Local Agency hereby consents, represents and agrees as follows:

(i) The Local Agency hereby consents to the Lessee executing the Assessment Contract in substantially the same form attached hereto as Exhibit A and to the levy by the Authority of the Leasehold Contractual Assessment on the Leasehold Interest. The interest rate will be locked at 245 basis points over the then current Treasury yield having a maturity equal to the weighted average life of the PACE Loan, subject to a floor rate of 5%.

(ii) The Local Agency hereby represents that the levy of the Leasehold Contractual Assessment on the Leasehold Interest will not constitute an event of default or trigger the exercise of any remedies under the Ground Lease.

(iii) The Local Agency acknowledges and reaffirms that (a) Section 15.8 and Exhibit N of the Ground Lease permit Lessee to mortgage and encumber its Leasehold Interest, and (b) Exhibit N provides certain rights and remedies to leasehold mortgagees. The Local Agency hereby agrees that the Authority, pursuant to the Assessment Contract, constitutes a "Leasehold Mortgagee" and that the Assessment Contract constitutes a "Leasehold Mortgage" as such terms are defined in the Ground Lease, and thus, the Authority is entitled to exercise the rights and remedies set forth in Exhibit N; provided, however: (A) purchasers at a foreclosure sale of the Leasehold Interest shall execute an assumption agreement in the form attached hereto as Exhibit B ("Assumption Agreement"), (B) the Authority may exercise its right to cure a default by

Lessee under the Ground Lease ("Lessee Default") only upon the Authority's receipt of written notice provided by the Local Agency confirming the occurrence of an ongoing Lessee Default which has not been cured by either Lessee or a Leasehold Mortgagee within the time set forth in Exhibit N or such greater period of time set forth in the consent to the Leasehold Mortgage. The notice shall be delivered to the address set forth below and the Authority shall have thirty (30) days from its receipt, or any greater time set forth in Exhibit N, to cure such default before the Local Agency exercises its right to terminate the Ground Lease under Section 19, and (C) in the event the Ground Lease is terminated for reason of default, the Authority may exercise its right to execute a new lease with the Local Agency ("New Lease") only upon the Authority's receipt of written notice provided by the Local Agency confirming that Leasehold Mortgagee has not elected to execute a New Lease within the time set forth in Exhibit N or such greater time set forth in the consent to the Leasehold Mortgage. The notice shall be delivered to the address set forth below and the Authority shall have sixty (60) days from its receipt to execute a New Lease. The Local Agency hereby agrees that the Authority may exercise its rights as a Leasehold Mortgagee through the Program Administrator (as defined in the Assessment Contract), initially Petros PACE Administrator, a Texas limited liability company ("Petros").

(iv) The Local Agency hereby agrees that, in the event of a delinquency in the Lessee's payment of any portion of the Assessment Obligations (as defined in the Assessment Contract) and the subsequent purchase of any portion of the Leasehold Interest at a foreclosure sale commenced by the Authority, the Ground Lease shall automatically transfer to such purchaser or transferee without the need for further action, documentation (other than execution and delivery of an Assumption Agreement), approval or consent of the Local Agency. Under no circumstances shall the Local Agency be responsible for paying the Leasehold Contractual Assessment.

(v) The Local Agency hereby agrees that if the Leasehold Interest shall be purchased by reason of foreclosure or other proceedings to collect any delinquent Leasehold Contractual Assessment installments, the Local Agency shall be bound to the purchaser under all of the terms, covenants, and conditions of the Ground Lease for the balance of the term thereof remaining and any extensions or renewals thereof that may be effected in accordance with any option therefor in the Ground Lease, with the same force and effect as if the purchaser were the Lessee under the Ground Lease, and the Local Agency does hereby attorn to the purchaser as the Lessee. Such attornment shall be effective and self-operative without the execution of any further instruments on the part the Local Agency or the purchaser (other than execution and delivery of an Assumption Agreement), immediately upon a purchaser succeeding to the interest of Lessee under the Ground Lease.

(vi) Notwithstanding anything to the contrary stated or implied herein or in the Assessment Contract or any other documents executed in connection with the levy of the Leasehold Contractual Assessment, neither the Assessment Contract nor any other documents executed in connection with the levy of the Leasehold Contractual Assessment grant or shall be deemed to grant any interest in the Local Agency's fee estate or to subordinate the Local Agency's fee estate to the lien created by the Assessment Contract.

All notices or other communications delivered to the Authority shall be in writing, with a copy by email, addressed to the following address:

Petros PACE Administrator, LLC
c/o Petros PACE Finance, LLC
300 W. 6th Street, Suite 1540
Austin, Texas 78701
Attn: Legal
E-mail: legal@petrospartners.com

Except as set forth herein, the Local Agency will not be prohibited from enforcing any provision of the Ground Lease following a default by the Lessee thereunder.

The Local Agency hereby acknowledges and intends that the Lessee and the Authority will each rely on the representations and consent of the Local Agency set forth herein.

*[Remainder of page intentionally left blank;
signature page immediately follows]*

IN WITNESS WHEREOF, Local Agency and Lessee have executed this Consent and Agreement to the Levy of a Contractual Assessment on the date set forth to the left of their signatures.

LOCAL AGENCY:

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

Dated: _____

By _____
Executive Director

Attest: _____
Board Secretary

APPROVED AS TO FORM AND LEGALITY

_____, 2022

MICHAEL N. FEUER, City Attorney

STEVEN Y. OTERA, General Counsel

By: _____
HELEN J. SOK, Deputy City Attorney

LESSEE:

SAN PEDRO PUBLIC MARKET LLC,
a California limited liability company

Dated: _____

By: _____
Name: _____
Title: _____

Exhibit A

Form of Assessment Contract

[see attached]

Exhibit B

Form of Assumption Agreement

[see attached]

LEASE ASSUMPTION AGREEMENT

This LEASE ASSUMPTION AGREEMENT (the "**Assumption Agreement**") is made and entered into as of _____ 20____, by _____ ("**Buyer**") for the benefit of the City of Los Angeles, a municipal corporation, acting by and through its Board or Harbor Commissioners ("**City**"), with regard to the following:

A. City and San Pedro Public Market LLC, a California limited liability company ("**Lessee**"), are parties to that certain Lease No. 915, dated June 17, 2016, as amended (the "**Lease**"), covering certain property in the San Pedro Area of Los Angeles covered by the San Pedro Waterfront Project Final EIR/EIS, as amended or supplemented.

B. The California Statewide Communities Development Authority, a joint exercise of powers authority ("**Authority**"), has established the CSCDA Open PACE Program to allow the financing or refinancing of certain distributed generation renewable energy sources, energy efficiency improvements, water efficiency improvements, seismic strengthening improvements, electric vehicle charging infrastructure and such other work, infrastructure or improvements as may be authorized by law from time to time that are permanently fixed to real property (collectively, the "**Authorized Improvements**") through the levy of contractual assessments pursuant to Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code and the issuance of improvement bonds under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) upon the security of the unpaid contractual assessments.

C. Pursuant to Chapter 29, the Authority and the Lessee entered into a contract dated _____, 2022 (the "**Assessment Contract**") to levy an assessment on Lessee's leasehold interest under the Lease for the financing of certain Authorized Improvements.

D. The City provided written consent to the Assessment Contract as evidenced in that certain Consent and Agreement to the Levy of a Contractual Assessment on a Leasehold Interest and to Related Matters dated as of August _____, 2022 ("**City Consent**").

E. Due to delinquency in Lessee's payment of Assessment Obligations (as defined in the Assessment Contract), the leasehold interest was foreclosed, and Buyer was the successful bidder at the foreclosure sale.

F. In accordance with the City Consent, as a condition to being recognized as the lessee under the Lease, Buyer is obligated to expressly assume the obligations under the Lease.

NOW THEREFORE, Buyer agrees, for the benefit of the City as follows:

1. Buyer hereby assumes and agrees to be bound to the City under the terms of the Ground Lease for the balance of the term thereof remaining.

2. This Assumption Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to principles of conflict of laws).

IN WITNESS WHEREOF, the undersigned has signed this Assumption Agreement as of the date set forth above.

BUYER

EXHIBIT U

**[See Attached;
This page left intentionally blank]**

LESSOR ESTOPPEL CERTIFICATE

The undersigned as Lessor under that certain Lease No. 915 (the "Lease") made and entered into as of June 17, 2016 between THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners, as Lessor, and SAN PEDRO PUBLIC MARKET, LLC, a California limited liability company, as Lessee, for Premises located in San Pedro, California as described on Exhibit A, certifies as follows:

1. The Lease and each amendment thereto is described on Exhibit B.
2. Lessor represents the Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Exhibit B.
3. Lessee has validly exercised its option described in the Lease, and the Lease Term commenced on _____.
4. Lessor has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows:
5. The Lease Term expires on _____.
6. Lessor has delivered the "Phases" (as defined in the Lease) identified on Exhibit C hereto.
7. Lessee has not prepaid any amounts owing under the Lease to Lessor in excess of thirty (30) days.
8. All conditions of the Lease to be performed by Lessee necessary to the enforceability of the Lease, as of the date hereof, have been satisfied.
9. To Lessor's knowledge, Lessee's use of the Premises as set forth on Exhibit D, are an approved "Permitted Use" as defined in Section 5.1 of the Lease.
10. To Lessor's knowledge: (a) neither Lessee nor Lessor is in default under any of the terms, covenants or conditions contained in the Lease, (b) nor has any event occurred which would, with the passage of time, or giving of notice, or both, constitute a default under any of the terms, covenants, or conditions contained in the Lease.
11. No security has been deposited with Lessor.
12. To Lessor's knowledge, as of the date hereof, there are no existing defenses or offsets that the undersigned has, which preclude enforcement of the Lease by Lessee.
13. There are no currently due and unpaid obligations of Base Rent.
14. The undersigned acknowledges that this Estoppel Certificate may be delivered to Lessee's prospective mortgagee, and acknowledges that it recognizes that if same is done, said mortgagee will be relying upon the statements contained herein in making the loan and in accepting

an assignment of the Lease as collateral security, and that receipt by it of this certificate is a condition of making of the loan or acquisition of such property.

Executed at _____ on the ____ day of _____, 2022.

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT

Dated: _____, 20__

By: _____
EUGENE D. SEROKA
Executive Director

Exhibit D

Permitted uses are those provided for under Ground Lease #915 as amended; the September 2009 "San Pedro Waterfront Project Final EIS/EIR as may be amended, including the May 2016 "Addendum to the San Pedro Waterfront Project Environmental Impact Report for the San Pedro Public Market Project", and other uses consistent therewith. Including construction of 300,000 square feet of new retail, dining, entertainment and maritime-related office improvements; a 3-acre park; a public promenade running the length of the leasehold parcel at the water's edge.

Specific tenant uses are listed below for all tenants currently under lease and for active letters of intent and leases in negotiation:

WEST HARBOR LEASING STATUS AND TENANT USE SCHEDULE August 2, 2022

Building 1-A

SPACE	STATUS	USE
A-1	Leased	Full-Service Restaurant
A-2	Leased	Fast Casual Restaurant
A-3	Leased	Full-Service Restaurant
A-4		
A-5		
A-5		
A-6	LOI	Delicatessen/Meat Market
A-7	LOI	Coffee Vendor
A-9		
A-10	Leased	Fast Casual Restaurant
A-12	Leased	Fast Casual Restaurant
A-13	Leased	Immersive Entertainment & Art
A-14A	Leased	Excursion Vessel Operator
A-14B	LOI	Retail Soft Goods/Tee Shirts
A-15A		
A-15B		
A-16	Leased	Full-Service Restaurant and Brewery
U-1		

Building 1-B

SPACE	STATUS	USE
B-1		
B-4	Leased	Full-Service Restaurant
B-5	Leased	Full-Service Restaurant
B-6	LOI	Ice Cream Vendor
B-7		
B-8	Leased	Full-Service Restaurant
B-9		
B-10		
B-11		

North Park

SPACE	STATUS	USE
N-1		
N-2	LOI	Dog Park/Social Club Operator
N-3		

Solar PV Canopies

SPACE	STATUS	USE
Parking	Leased	3MW Solar PV Parking Field Canopies

EXHIBIT U-1

**[See Attached;
This page left intentionally blank]**

FORM OF MEMORANDUM OF LEASE

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made as of the ____ day of _____, 20__, by and between SAN PEDRO PUBLIC MARKET LLC, a California limited liability company ("Tenant"), and THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners ("Landlord").

1. **Premises.** Landlord and Tenant have entered into Lease No. 915 dated June 17, 2016, as amended ("Lease"), for certain premises (the "Leased Premises") located on certain real property (the "Land") situated in Los Angeles Harbor, San Pedro, California legally described on EXHIBIT "A" attached hereto.

2. **Term.** The term of the Lease is for [_____] years, expiring on [_____].

3. **Incorporation of Lease.** This Memorandum is for informational purposes only and nothing contained herein shall be deemed to in any way modify or otherwise affect any of the terms and conditions of the Lease, the terms of which are incorporated herein by reference. This instrument is merely a memorandum of the Lease and is subject to all of the terms, provisions and conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail.

4. **Binding Effect.** The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

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

Dated: _____, 20__

By: _____
Executive Director

SAN PEDRO PUBLIC MARKET LLC,
a California limited liability company

Dated: _____, 20__

By: _____

(Print/type Name and Title)

Attest: _____

(Print/type Name and Title)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20__ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, 20__ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT “A”

Premises