

SIXTH AMENDMENT TO PERMIT NO. 899
GRANTED BY THE CITY OF LOS ANGELES
TO PACIFIC BATTLESHIP CENTER

THIS SIXTH AMENDMENT to Permit No. 899 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and PACIFIC BATTLESHIP CENTER, a California corporation ("Tenant") as follows:

1. Terms defined in Permit No. 899 ("Permit") shall have the same meanings herein. References herein to "Sections" shall be to sections of the Permit, unless otherwise stated.

2. Section 3.1.1, New Facilities, is removed entirely and replaced with the following:

"3.1.1 New Facilities. Tenant shall, at its own initial cost and expense, construct the Freedom of the Seas Park and Pavilion, consisting of:

Phase 1 – Pavilion: a 17,500-square-foot LA Waterfront community and visitor center for students, veterans, nonprofits, and civic partners located on Parcel Nos. 3 and 4.

Phase 2 – Park: a park located on Parcel No. 2.

Construction of the Freedom of the Seas Park and Pavilion shall be improvements that constitute an Alteration, as defined in Section 7, and the Tenant shall comply with all provisions of Section 7 in constructing such improvements.

Upon completion of the construction of the Freedom of the Seas Park and Pavilion, the Chief Harbor Engineer shall revise Exhibit "B", as required under Section 3.1, and identify the Tenant as the owner of the improvements."

3. A new Section 3.1.2, Conditions for City Contribution, is added as follows:

"3.1.2 Conditions for City Contribution. City shall pay Tenant a partial reimbursement for the cost of constructing Phase 1 of the Freedom of the Seas Park and Pavilion ("City Contribution"). The City Contribution shall be the difference between all amounts the Tenant receives from any California state grant to construct Phase 1 of the Freedom of the Seas Park and Pavilion project and all expenditures Tenant incurs in constructing Phase 1 of the Freedom of the Seas Park and Pavilion project provided that, in no event, will the City Contribution exceed Four Million Dollars (\$4,000,000). City's payment of the City Contribution to Tenant is conditioned on the following:

(a) Tenant shall provide evidence to City, acceptable to the Executive Director, that Tenant's construction contracting procedures for the Freedom of the Seas Park and Pavilion meet the following conditions:

(i) Tenant shall utilize a design-bid-build method of construction project procurement.

(ii) Tenant shall comply with all California Public Works contracting requirements, including payment of prevailing wages as determined by the State of California.

(iii.) Tenant shall utilize industry standard competitive bidding procedures as follows:

a. Tenant shall use reasonable efforts to secure the commitment to bid or propose on the construction of Tenant's construction from a minimum of three (3) bidders or proposers.

b. If Tenant obtains fewer than three (3) bids or proposals, Tenant shall provide the Executive Director with a written description of Tenants' efforts to obtain competition and, if Tenant believes that it should proceed to award the bid or proposal with fewer than three (3) bidders or proposers, Tenant shall provide the Executive Director with a written justification therefore, including why the Tenant believes the cost of such bid or proposal is reasonable.

c. If the Tenant elects not to proceed to award the bid or proposal solely on the basis of price, Tenant shall provide the Executive Director with a written justification of the reasons therefor.

(iv.) Tenant shall include certain terms in the bid/contract documents as requested by the Executive Director including, but not limited to, requiring each contractor to indemnify the City, name the City as an additional insured on all appropriate insurance policies, and require any environmental remediation work to be separate bid items.

(v.) Tenant shall provide the proposed Freedom of the Seas Park and Pavilion bid/contract documents to the Executive Director for review prior to advertisement, and after such submittal, the Executive Director shall have thirty (30) business days to review and submit any requests or objections to Tenant regarding the bid/contract documents provided, however, such review shall not constitute City's approval that the bid/contract document terms are compliant with federal, state, or local laws.

(vi.) City reserves the right to refuse to pay Tenant any or all of the City Contribution under this Section 3.1.2 in the event the bid/contract

documents are not acceptable to the Executive Director, in his or her sole discretion, and Tenant uses them to award any portion of the Freedom of the Seas Park and Pavilion project to any bidder or proposer.

(vii.) Tenant shall identify a Project Manager for the Freedom of the Seas Park and Pavilion project who will provide the Executive Director with written quarterly progress reports on the construction of the project.

(b) Tenant shall provide evidence to the City, acceptable to the Executive Directors, that Tenant incurred costs to construct the Freedom of the Seas Park and Pavilion project in excess of the Six Million Seven Hundred Thousand (\$6,700,000) California state grant Tenant was awarded for the construction of the Freedom of the Seas Park and Pavilion project plus any other funds Tenant receives from any other grant including, but not limited to, the following:

(i.) A summary of the total Freedom of the Seas Park and Pavilion project budget and expenditures.

(ii.) Documentation demonstrating all amounts Tenant received from any California state grant, or other grant, for construction of the Freedom of the Seas Park and Pavilion project.

(iii.) Each contractor's final payment application, all invoices, and proof of Tenant's payments to each contractor who performed work on the Freedom of the Seas Park and Pavilion project.

(iv.) Unconditional final lien releases from each contractor who performed work on the Freedom of the Seas Park and Pavilion project.

(c) The City Contribution shall be made in one payment to Tenant upon Tenant's full compliance with the conditions set forth in this Section 3.1.2 and substantial completion of Phase 1 of the Freedom of the Seas Park and Pavilion project. Substantial completion shall mean the issuance of a temporary or permanent Certificate of Occupancy or equivalent authorization for lawful occupancy and use.

4. All other terms and conditions of Section 3, Premises, including all other subsections, shall remain in full force and effect.

5. The provisions of this Sixth Amendment to Permit No. 899 shall become effective upon execution by the Executive Director after approval by the Board of Harbor Commissioners and the City Council. Nothing in this Sixth Amendment shall change the Effective Date of the Permit as defined in Section 2.1.

Except as amended herein, all remaining terms and conditions of Permit No. 899 shall remain in full force and effect.

Dated: June 15, 2026

By Michael D. Bernards
for EUGENE D. SEROKA
Executive Director

Dated: June 8, 2026

By Ross H. O'Brien
ROSS H. O'BRIEN
Treasurer and Chief Financial Officer

June 15, 2026
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By Janet Karkanen
JANET KARKANEN, Assistant City Attorney