

SEVENTH AMENDMENT TO LEASE NO. 904A
BETWEEN THE CITY OF LOS ANGELES AND
ALTASEA AT THE PORT OF LOS ANGELES

THIS SEVENTH AMENDMENT to Lease No. 904A ("Agreement") 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 ALTASEA AT THE PORT OF LOS ANGELES ("Tenant").

The Agreement is hereby amended a seventh time as follows:

1. Section 3.2.1.3(d). Section 3.2.1.3(d) is deleted in its entirety and replaced with the following provision:

"3.2.1.3(d). Parcels B56A, B56B and B56C: Tenant shall have until December 31, 2027, to accept Parcels B56A, B56B and B56C. Prior to acceptance, at Tenant's request, City and Tenant shall use commercially reasonable good faith efforts to agree on a final scope of work and completion schedule for Parcels B56A, B56B and B56C, and for City to determine the final scope of environmental assessment required for such Parcel."

2. Section 3.3.4.4. Section 3.3.4.4 is deleted in its entirety and replaced with the following provision:

"Section 3.3.4.4 Parcel B57

(a) Parcel B57 Tenant Improvements Scope. Demolish and remove 3,640 square foot facade on the north end of transit shed Warehouse 57. Redevelop the 46,500 square foot transit shed Warehouse 57, including upgrades necessary to meet City of Los Angeles Building Code requirements, including but not limited to, seismic, electrical, and fire life safety system standards for the Permitted Uses established in Section 4.1 of the Agreement. City shall be responsible for the wharf and/or sea wall improvements to the extent required in 3.3.5.2(a). Tenant shall install renewable energy systems, including to the extent feasible, solar panels.

(b) Schedule. Tenant shall complete construction of improvements described in Section 3.3.4.4(a) no later than the date that is two years following the effective date of the seventh amendment to this Lease, subject to extension for delays beyond the reasonable control of Tenant.

(c) Required Minimum Investment. Tenant shall invest no less than 80% of the estimated project cost of \$8 million in Parcel B57."

3. ~~Section 3.3.5.1(a)~~. Section 3.3.5.1(a) is deleted in its entirety and replaced with the following provision:

"Parcels B57.5, B58, B59, and B60

In addition to City's monetary contribution set forth in Section 7.6.1, City shall reimburse Tenant up to \$6 million for Tenant's actual costs to construct Tenant Improvements set forth in Section 3.3.4.3(a)(i)(ii)(iii) and (iv), including but not limited to, and subject to the reimbursement process set forth in Exhibit M-1, Tenant's actual remediation costs for removal of any Environmentally Regulated Materials including addressing soil, ground water, or hazardous building materials relating to construction of Tenant Improvements referenced in Section 3.3.4.3(a)(i)(ii)(iii) and (iv). Reimbursement requests for Tenant Improvements shall be eligible only after Tenant completes, and City reimburses Tenant for, the remediation of all known Environmentally Regulated Materials for which remediation is necessary due to Tenant Improvements referenced in Section 3.3.4.3(a)(i), (ii), (iii) and (iv). Tenant shall notify City in writing if Tenant determines that the remediation costs for removal of the Environmentally Regulated Materials is estimated to exceed \$6 million. City and Tenant shall schedule a meeting within thirty (30) days of such written notice to discuss opportunities and strategies to complete the Tenant Improvements set forth in Section 3.3.4.3.

Upon the Effective Date of the Seventh Amendment, Tenant will have completed remediation of all known Environmentally Regulated Materials for which remediation is necessary pursuant to this Section 3.3.5.1, and Tenant may request reimbursement for Tenant's actual costs to construct Tenant Improvements set forth in Section 3.3.4.3(a)(i)(ii)(iii) and (iv). Tenant may request reimbursement for costs of construction of Tenant Improvements set forth in Section 3.3.4.3(a)(i)(ii)(iii) and (iv) completed by Tenant prior to the Effective Date of this Seventh Amendment.

Any remaining funds from the \$12 million set forth in Sections 7.6.1 and 3.3.5.1(a) that have not been paid by City to Tenant shall be used by City to reimburse Tenant for Parcel B57 Tenant Improvements under Section 3.3.4.4, in accordance with the terms of, and in addition to the \$6 million available pursuant to, Section 3.3.5.2(c). City must approve the scope of Tenant Improvements proposed for reimbursement under this section 3.3.5.1(a) prior to Tenant commencing work. City shall respond to Tenant's request for Tenant Improvements approval within 30 days.

City's monetary contributions made pursuant to this Section 3.3.5.1 shall not be included in the calculation of Rent Credits under Section 5.8."

The Tenant Improvements referenced in Section 3.3.4.3 and made by

Tenant prior to the Effective Date of the Seventh Amendment are approved by City and eligible for reimbursement hereunder.

4. Section 3.3.5.2(c): Section 3.3.5.2(c) is deleted in its entirety and replaced with the following provision:

"(c) Parcel B57 City Monetary Contribution - City shall reimburse Tenant up to \$6 million for Tenant's actual costs to construct Tenant Improvements set forth in Section 3.3.4.4, including but not limited to, and subject to the reimbursement procedures set forth in Section 3.3.6.2(c) and Exhibit M-1, Tenant's actual remediation costs for removal of any Environmentally Regulated Materials including addressing soil, ground water, or hazardous building materials relating to construction of Tenant Improvements referenced in Section 3.3.4.4. Reimbursement requests for Tenant Improvements set forth in Section 3.3.4.4 shall be eligible either concurrently with or following completion of Tenant's remediation of all known Environmentally Regulated Materials for which remediation is necessary due to Tenant Improvements set forth in Section 3.3.4.4. Prior to the commencement of Tenant Improvements set forth in Section 3.3.4.4, Tenant shall notify City in writing if Tenant determines that the remediation costs for removal of the Environmentally Regulated Materials is estimated to exceed \$6 million. City and Tenant shall schedule a meeting within thirty (30) days of such written notice to discuss opportunities and strategies to complete the Tenant Improvements referenced in Section 3.3.4.4.

Any remaining funds from the \$6 million set forth in this Section 3.3.5.2(c) and 3.3.5.3(b) that have not been paid by City to Tenant shall be used by City to reimburse Tenant for Tenant Improvements under Section 3.3.4.3(a)(i)(ii)(iii) and (iv), in accordance with the terms of, and in addition to the \$6 million available pursuant to, Section 3.3.5.1(a). City must approve the scope of Tenant Improvements proposed for reimbursement under this section 3.3.5.2(c) prior to Tenant commencing work. City shall respond to Tenant's request for Tenant Improvements approval within 30 days.

City's monetary contributions made pursuant to this Section 3.3.5.2(c) shall not be included in the calculation of Rent Credits under Section 5.8."

5. Section 3.3.6.1. Section 3.3.6.1 is hereby removed in its entirety and not replaced.
6. Section 3.3.6.2(c). Section 3.3.6.2(c) is hereby removed in its entirety and replaced with the following provision:

"Section 3.3.6.2(c) Conditions Precedent to City's Reimbursement Obligations for Parcel B57 Tenant Improvements.

i. Tenant shall comply with, or where feasible submit evidence to City that it has undertaken, the following construction contracting requirements and procedures for Parcel B57 Tenant Improvements;

1. Utilized the design-bid-build method of construction project procurement;
2. Complied with all California Public Works contracting requirements, including payment of prevailing wages as determined by the State of California;
3. Utilized industry standard competitive bidding procedures, at a minimum as set forth in Exhibit M-1, Section (A)(7);
4. Included certain terms in any bid/contract documents, including but not limited to, requiring the contractor(s) to indemnify City (including the Harbor Department); name City (including the Harbor Department) as an additional insured; require any environmental remediation work to be separate bid items; and require the selected contractor(s)' project manager(s) to provide Tenant and City with written monthly progress reports;
5. In any bid/contract documents, contractors shall be required to obtain payment and performance bonds in compliance with applicable laws for any Parcel B57 Tenant Improvements; and
6. Provide any proposed Parcel B57 Tenant Improvements bid(s)/contract(s) documents to City for review prior to advertisement. After such submittal, City shall have thirty (30) business days to review and submit written requests or objections to Tenant regarding the bid/contract documents (including but not limited to proposing the addition or removal of terms). Provided however, City's review shall not constitute evidence of City's approval that the bid(s)/contract(s)' terms are compliant with federal, state or local laws. City reserves the right to refuse payment of its monetary contributions required under Section 3.3.5.2(c) in the event City provides written notice to Tenant that any bid/contract documents are not acceptable to City and Tenant thereafter utilizes said bid/contract documents for awarding construction contracts for the Parcel B57 Tenant Improvements.

- ii. Prior to requesting each progress payment, Tenant shall either provide, or have its contractor(s) provide, to City a written progress report on Parcel 57 Tenant Improvements. During construction of the Tenant Improvements, City may monitor and conduct field inspections of Tenant's contractor(s)' work for compliance with the construction

contract(s) terms, and City's payments shall be conditioned upon City's review process. If City does not provide written objections to a progress report to Tenant within 30 days from receiving said progress report, then City shall process and submit to Tenant City's proportionate share of the progress payment. In the event that City submits written objections to Tenant regarding a progress report, then City and Tenant shall meet and confer to resolve any objections to the extent reasonably feasible. In the event that City's objections are resolved, City shall process and submit to Tenant City's proportionate share of the progress payment within 30 days following such resolution;

- iii. City shall make proportional progress payments to Tenant according to the Parcel B57 Tenant Improvements construction contract based on the percentage derived from dividing the total amount committed by City under Section 3.3.5.2(c) (i.e., \$6 million plus any amounts remaining that have not been paid to Tenant pursuant to Section 3.3.5.1(a) for Tenant Improvements at Parcels B57.5-60) by the total Parcel B57 Tenant Improvements construction contract price; provided that if such total amount committed by City and available for payment under Sections 3.3.5.1(a) and 3.3.5.2(c) exceeds the total Parcel B57 Tenant Improvements construction contract price, the City shall pay the amount of the requested progress payment.
- iv. Prior to making any proportional progress payments, Tenant shall submit to City documentation showing Tenant's actual costs paid for Parcel B57 Tenant Improvements made in accordance with Section 3.3.4.4, including Tenant's actual remediation costs for removal of any Environmentally Regulated Materials including addressing soil, ground water, or hazardous building materials relating to construction of Tenant Improvements referenced in Section 3.3.4.4.
- v. City shall be required to make reimbursement progress payments when Tenant is in compliance with the applicable requirements of this Section 3.3.6.2(c)."

Except as amended herein, all remaining terms and conditions of Lease No. 904A shall remain in full force and effect.

Subject to the provisions of Charter Section 373, the Effective Date of this Seventh Amendment shall be the date of its execution by the Executive Director upon authorization of the Board. Tenant is aware that pursuant to Charter Section 373 and Administrative Code Section 10.5, this Seventh Amendment requires approval by City Council prior to becoming effective.

IN WITNESS THEREOF, the parties hereto have executed this Seventh Amendment to Lease No. 904A on the date to the left of their signatures.

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

Dated: _____, 2025

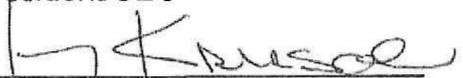
By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

ALTASEA AT THE PORT OF LOS ANGELES

Dated: September 9, 2025

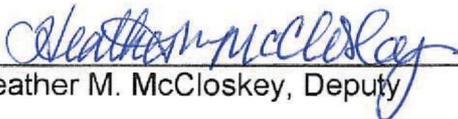
By: 
TERRY TAMMINEN
President/CEO

Attest: 
Jenny Krusoe
Executive Vice President/COO

APPROVED AS TO FORM AND LEGALITY

September 18, 2025

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

By 
Heather M. McCloskey, Deputy