

## INSURANCE TRUST AGREEMENT

This INSURANCE TRUST AGREEMENT (this “Insurance Trust Agreement”) is made and entered into on April 20, 2016, by and among the City of Long Beach (the “City”), the City of Long Beach, acting by and through the Board of Harbor Commissioners (in such capacity, the “Port”), Plenary Properties Long Beach LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Project Company”), U.S. Bank National Association, in its capacity as collateral agent on behalf of the Senior Lenders (in such capacity, together with any successors and permitted assigns, the “Collateral Agent”) and U.S. Bank National Association, in its capacity as insurance trustee hereunder (in such capacity, together with any successors and permitted assigns, the “Insurance Trustee”).

WHEREAS, pursuant to that certain Project Agreement for the Design, Construction, Financing, Operation, and Maintenance of the New Long Beach City Hall, New Main Library, New Port of Long Beach Headquarters Building and Revitalized Lincoln Park, dated the date hereof (the “Project Agreement”), by and among the City, the Port and the Project Company, the Project Company will design, construct, finance, commission, operate, and maintain a new civic center in Long Beach, California, all as more particularly described in the Project Agreement;

WHEREAS, pursuant to that certain Note Purchase Agreement, dated the date hereof (the “Note Purchase Agreement”), by and among the Project Company and the note purchasers from time to time party thereto (the “City Facilities Senior Lenders”), the City Facilities Senior Lenders have agreed to make certain loans to the Project Company on the terms and subject to the conditions set forth in the Note Purchase Agreement;

WHEREAS, pursuant to that certain Credit Agreement, dated the date hereof (the “Credit Agreement”), by and among the Project Company, the administrative agent thereunder, and the several banks and other financial institutions from time to time party thereto as lenders (the “Port Facilities Senior Lenders”, and collectively with the City Facilities Senior Lenders, the “Senior Lenders”), the Port Facilities Senior Lenders have agreed to make certain loans to the Project Company on the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, the City, the Project Company and the Collateral Agent have entered into that certain Purchasers’ Direct Agreement (City), dated the date hereof (the “Purchasers’ Direct Agreement (City)”), setting forth certain rights and remedies of the City Facilities Senior Lenders;

WHEREAS, the Port, the Project Company and the Collateral Agent have entered into that certain Lenders’ Direct Agreement (Port), dated the date hereof (the “Lenders’ Direct Agreement (Port)”), setting forth certain rights and remedies of the Port Facilities Senior Lenders;

WHEREAS, this Insurance Trust Agreement is entered into pursuant to and in accordance with Section 16.1(D) of the Project Agreement; and

WHEREAS, the Project Company, the City and the Port desire to appoint U.S. Bank National Association as the Insurance Trustee under this Insurance Trust Agreement and U.S. Bank National Association desires to accept such appointment, in each case on the terms as

provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree as follows:

Section 1. Definitions.

1.1 Certain Defined Terms. All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Project Agreement. In addition, the following terms shall have the following meanings:

“Business Day” means a day other than a Saturday, Sunday, or holiday in the City or State.

“City Deposited Sums” has the meaning given to such term in Section 2.4(a) hereof.

“City Facilities Financing Documents” has the meaning given to such term in the Project Agreement.

“City Facilities Senior Debt” has the meaning given to such term in the Project Agreement.

“City Insurance Trust Account” means the account established and created pursuant to Section 2.2 hereof.

“Collateral Agency Agreement” means that certain Collateral Agency and Account Agreement, dated as of the date hereof, by and among the Project Company, Plenary Civic Center Finco LP, Plenary Civic Center Finco ULC, Plenary Civic Center Finco LLC, the Collateral Agent, the Securities Intermediary and the Intercreditor Agent.

“Deposited Sums” shall mean the City Deposited Sums and the Port Deposited Sums.

“Financing Documents” has the meaning given to such term in the Project Agreement.

“Fitch” means Fitch Ratings Ltd., or any of its successors and assigns. If such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally-recognized securities rating agency designated by the City and the Port in accordance with the Project Agreement.

“Improvements” shall mean all structures, improvements, fixtures, equipment and other appurtenances now located or hereafter situated on or under the surface of the Project Site, including alterations and replacements thereof and additions thereto.

“Income Tax” has the meaning given to such term in Section 5.16 hereof.

“Insurance Proceeds” means the amount of any insurance proceeds received by a Person in respect of a claim made under any policy of insurance required to be maintained by the Project

Company under the Project Agreement.

“Insurance Trust Accounts” shall mean the City Insurance Trust Account and the Port Insurance Trust Account.

“Insurance Trustee” means the Person named as the “insurance trustee” in the first paragraph of this Insurance Trust Agreement until a successor Insurance Trustee shall have become such, in accordance with Section 5.17 hereof, and thereafter “Insurance Trustee” shall mean the Person who is then the Insurance Trustee hereunder.

“Losses” has the meaning given to such term in Section 6 hereof.

“Moody’s” means Moody’s Investors Service Inc. or any of its successors and assigns. If such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally-recognized securities rating agency designated by the City and the Port in accordance with the Project Agreement.

“Person” means any individual, legal personal representative, firm, corporation, association, joint venture, general partnership, limited partnership, limited liability partnership, limited liability company, trust, business trust, company, governmental body, and other legal entity.

“Port Deposited Sums” has the meaning given to such term in Section 2.4(c) hereof.

“Port Facilities Construction Financing Documents” has the meaning given to such term in the Project Agreement.

“Port Facilities Senior Debt” has the meaning given to such term in the Project Agreement.

“Port Insurance Trust Account” means the account established and created pursuant to Section 2.3 hereof.

“Qualifying Institution” means:

(a) a United States trust company, insurance company, investment company, pension fund or institution which has at least \$500 million in assets, including entities wholly owned by any of the foregoing;

(b) a United States bank, saving and loan institution, insurance company, investment company, employee benefit plan or other institution that manages at least \$500 million in securities and would be a “qualified institutional buyer” under United States securities laws or regulations, including entities wholly owned by any of the foregoing;

(c) an institution which is recognized or permitted under the law of any member state of the European Economic Area (“EEA”) or the Organization for Economic Cooperation and Development (“OECD”) to carry on the business of a credit institution within

OECD member states or, in the case of the EEA, to carry on the business of a credit institution pursuant to Council Directive 2000/12/EC relating to the taking up and pursuit of the business of credit institutions or which is otherwise permitted to accept deposits in the United Kingdom or any other EEA member state; or

(d) any other institution the City and the Port designate in writing as a “Qualifying Institution.”

“Standard & Poor’s” means Standard & Poor’s Rating Services, a Standard & Poor’s Financial Services LLC business, or any of its successors and assigns. If such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Standard & Poor’s” shall be deemed to refer to any other nationally-recognized securities rating agency designated by the City and the Port in accordance with the Project Agreement.

“State” means the State of California.

“U.S. Dollars” or “\$” means United States dollars or other lawful currency of the United States of America.

“Work” has the meaning given to such term in Section 3.1 hereof.

## 1.2 Rules of Interpretation.

(a) Plurality. Words importing the singular number mean and include the plural number and vice versa.

(b) References Hereto. The terms “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this Insurance Trust Agreement.

(c) References to Days and Time of Day. All references to days herein are references to calendar days, unless otherwise indicated, such as by reference to Business Days. Each reference to time of day is a reference to Pacific Standard time or Pacific Daylight Saving time, as the case may be.

(d) References to Including. The words “include”, “includes” and including” are to be construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively.

(e) References to Business Days. If the time for doing an act falls or expires on a day that is not a Business Day, the time for doing such act shall be extended to the next Business Day.

(f) References to Documents. Each reference to an agreement, document or other instrument includes a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, novated or assigned.

## Section 2. Appointment; Establishment of the Insurance Trust Account; Deposited Sums.

2.1 Appointment of the Insurance Trustee. The City, the Port and the Project Company hereby appoint U.S. Bank National Association as Insurance Trustee in accordance with the terms and conditions set forth herein, and U.S. Bank National Association hereby accepts such appointment.

2.2 Establishment of the City Insurance Trust Account. The Insurance Trustee has established and shall maintain the City Insurance Trust Account in the name of the Project Company in accordance with the terms of this Insurance Trust Agreement.

2.3 Establishment of the Port Insurance Trust Account. The Insurance Trustee has established and shall maintain the Port Insurance Trust Account in the name of the Project Company in accordance with the terms of this Insurance Trust Agreement.

2.4 Deposited Sums.

(a) In accordance with Sections 14.1(F), 16.1(E), 16.2(E), 16.2(H), 16.2(I), and 16.6(C)(2)(b)(2), and Section 5.2 of Appendix 20 to the Project Agreement, any and all of the following amounts (collectively, the “City Deposited Sums”) shall be deposited in the City Insurance Trust Account:

- (i) property Insurance Proceeds received in respect of the City Facilities and Shared Rooms;
- (ii) disaster relief funds received in respect of the City Facilities and the Shared Rooms;
- (iii) earthquake insurance proceeds, if any, in respect of the City Facilities and Shared Rooms;
- (iv) amounts required to be deposited into the City Insurance Trust Account pursuant to Section 5.2 of Appendix 20 to the Project Agreement; and
- (v) other amounts required under the Project Agreement to be deposited in the City Insurance Trust Account.

(b) The City Deposited Sums shall be deposited in the City Insurance Trust Account, in U.S. Dollars, by wire transfer as follows:

U.S. Bank National Association  
Los Angeles, California  
ABA: 091000022  
Account Number: 180121167365  
Account Name: City Insurance Trust Account  
Ref: Long Beach Civic Center Project, 247182026  
Attn.: Kong Yang

The Insurance Trustee shall hold the City Deposited Sums in the City Insurance Trust Account. The Insurance Trustee shall not be required, or have any duty, to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security. The Insurance Trustee shall have no duty to solicit delivery of the City Deposited Sums.

(c) In accordance with Sections 14.1(F), 16.1(E), 16.1(F)(1), 16.2(E), and 16.2(H), and Section 5.2 of Appendix 20 to the Project Agreement, any and all of the following amounts (collectively, the “Port Deposited Sums”) shall be deposited in the Port Insurance Trust Account:

- (i) property Insurance Proceeds received prior to the Occupancy Date in respect of each of the Port Facilities and the Shared Facilities;
- (ii) disaster relief funds received in respect of the Port Facilities (prior to the Port Occupancy Date) and the Shared Facilities;
- (iii) amounts required to be deposited into the Port Insurance Trust Account pursuant to Section 16.1(F)(1) of the Project Agreement;
- (iv) earthquake insurance proceeds, if any, received prior to the Port Occupancy Date in respect of the Port Facilities and Shared Facilities;
- (v) earthquake insurance proceeds, if any, received after the Port Occupancy Date in respect of the Shared Facilities;
- (vi) amounts required to be deposited into the Port Insurance Trust Account pursuant to Section 5.2 of Appendix 20 to the Project Agreement; and
- (vii) other amounts required under the Project Agreement to be deposited in the Port Insurance Trust Account.

(d) The Port Deposited Sums shall be deposited in the Port Insurance Trust Account, in U.S. Dollars, by wire transfer as follows:

U.S. Bank National Association  
Los Angeles, California  
ABA: 091000022  
Account Number: 180121167365  
Account Name: Port Insurance Trust Account  
Ref: Long Beach Civic Center Project, 247182032  
Attn.: Kong Yang

The Insurance Trustee shall hold the Port Deposited Sums in the Port Insurance Trust Account. The Insurance Trustee shall not be required, or have any duty, to notify anyone of any payment

or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security. The Insurance Trustee shall have no duty to solicit delivery of the Port Deposited Sums.

(e) For the avoidance of doubt, neither the Collateral Agent, nor any other Person has (i) any security interest or other Lien (as defined in the Project Agreement) in the Insurance Trust Accounts, or (ii) except in connection with Section 3.1 hereof and in connection with the exercise by the Collateral Agent of its step-in rights in accordance with Article 4 of the Lenders' Direct Agreements, any right to withdraw funds from, or take or direct the taking of any other action in connection with the Deposited Sums. Without prejudice to any of the foregoing, the Insurance Trustee agrees that during any Step-In Period (as defined in the Lenders' Direct Agreements) it shall not act upon the instructions of the Project Company, but it shall act on the instructions of the Collateral Agent acting in accordance with Article 4 of the Lenders' Direct Agreements.

(f) For the avoidance of doubt, with respect to the calculation of the Termination Payment (as defined in the Project Agreement) or Partial Termination Payment (as defined in the Project Agreement), if any, in accordance with Section 1.1 of Appendix 20 to the Project Agreement, Section 5.1 of Appendix 20 to the Project Agreement, Section 9.1 of Appendix 20 to the Project Agreement, and Section 10.1 of Appendix 20 to the Project Agreement, the Project Company, the City and the Port acknowledge and agree that the Insurance Trust Accounts shall not be deemed or determined or considered to be a "bank account held by or on behalf of the Project Company" within the meaning of the definition of Account Balances.

### Section 3. Disbursements.

3.1 Disbursement to Project Company. Except as otherwise provided in Section 3.2 hereof and Section 3.3 hereof, from time to time during the progress of any restoration, repair, replacement or rebuilding of damage or destruction to a Facility resulting from any fire or other casualty event or any partial taking (collectively, the "Work"), disbursement of any Deposited Sums shall be made to the Project Company or to any other Person specified by the Project Company (subject to the provisions of this Section 3) no sooner than fifteen (15) days following receipt by the Insurance Trustee and the City or the Port, as the case may be, with a copy to the Collateral Agent, of a certificate (a) signed by the Project Company and an architect or engineer selected by the Project Company, and (b) approved by the City and the Port (such approval not to be unreasonably withheld, conditioned or delayed), dated not more than thirty (30) days prior to the application for such disbursement, substantially in the form attached hereto as Exhibit A. Contemporaneously with a request from the Project Company for the approval of City and the Port described in clause (b) of the preceding sentence, the Project Company shall also deliver to the City and the Port (x) an official search or a certificate of a recognized title company doing business in the area, showing that there has not been filed with respect to the City's or the Port's interest in the applicable Facility or any part thereof, any vendor's, mechanic's, laborer's or materialman's statutory or similar lien that has not been discharged of record, except with respect to such liens that will be discharged or released in connection with the payment of the requested amount; and (y) waivers of all mechanic's and materialman's liens executed by each

contractor, construction manager, architect, engineer, materialman and first tier subcontractor involved in carrying out the Work. Following receipt by the Insurance Trustee of a certificate signed by the City or the Port, as the case may be, the Project Company, and an architect or engineer selected by the Project Company certifying that the Work is complete, any funds remaining in the City Insurance Trust Account or the Port Insurance Trust Account, as applicable, in excess of the amounts required to meet all restoration obligations under the Project Agreement shall be applied to the prepayment of the City Facilities Senior Debt (with respect to funds remaining in the City Insurance Trust Account) or the Port Facilities Senior Debt (with respect to funds remaining in the Port Insurance Trust Account) in accordance with the terms of the Financing Documents.

3.2 Payment of City Deposited Sums to the City Upon Termination of this Insurance Trust Agreement. In accordance with Section 16.1(E)(2) of the Project Agreement, upon the termination of this Insurance Trust Agreement, all City Deposited Sums held by the Insurance Trustee shall be paid to the City.

3.3 Payment of Port Deposited Sums to the Port Upon Termination of this Insurance Trust Agreement. In accordance with Section 16.1(E)(3) of the Project Agreement, upon the termination of this Insurance Trust Agreement, all Port Deposited Sums held by the Insurance Trustee shall be paid to the Port.

#### Section 4. Investments.

4.1 Deposited Sums may be invested and reinvested only in Permitted Investments, in all cases at the risk and expense of the Project Company, in accordance with written instructions given to the Insurance Trustee jointly by the Project Company and the City (with respect to the City Insurance Trust Account) or the Project Company and the Port (with respect to the Port Insurance Trust Account). The Insurance Trustee shall not be required to take any action with respect to investing the Deposited Sums in the absence of written instructions by the Project Company and the City or the Project Company and the Port, as the case may be. The Insurance Trustee shall not be liable for any loss resulting from any Permitted Investments or the sale, liquidation or redemption thereof. If and when cash is required for disbursement in accordance with Section 3 hereof, the Insurance Trustee is authorized, upon written direction from the Project Company, to the extent necessary to make payments required pursuant to Section 3 hereof to cause Permitted Investments to be sold or otherwise liquidated into cash (without regard to maturity) pursuant to such written direction. Uninvested Deposited Sums held in the Insurance Trust Accounts will not earn or accrue interest. Absent receipt of investment direction by the Insurance Trustee, deposits will be invested and reinvested in the U.S. Bank Money Market Demand Account or other investments as agreed with the Collateral Agent.

4.2 The Insurance Trustee shall have no obligation to invest or reinvest the funds if all or a portion of the funds is deposited with the Insurance Trustee after 11:00 a.m. on the day of deposit. Instructions to invest or reinvest that are received after 11:00 a.m. will be treated as if received on the following Business Day.

Section 5. Insurance Trustee Rights and Duties. Acceptance by the Insurance Trustee of its duties under this Insurance Trust Agreement is subject to the following terms and conditions,



which all parties to this Insurance Trust Agreement hereby agree shall govern and control the rights, duties and immunities of the Insurance Trustee.

5.1 The duties and obligations of the Insurance Trustee shall be determined solely by the express provisions of this Insurance Trust Agreement, and no duties, responsibilities, or obligations shall be inferred or implied. The Insurance Trustee shall not be liable except for the performance of such duties and obligations as are expressly and specifically set out in this Insurance Trust Agreement. The Insurance Trustee shall not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose.

5.2 The Insurance Trustee shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

5.3 The Insurance Trustee shall not be required to inquire as to the performance or observation of any obligation, term or condition under any other agreements or arrangements among the City, the Port, the Project Company and the Collateral Agent.

5.4 The Insurance Trustee shall not have any responsibility to determine the authenticity or validity of any notice, direction, instruction, instrument, document or other items delivered to it by any party, or for the identity, authority or rights of Persons executing or delivering any such notice, direction, instruction, instrument, document, or other items delivered to it by such party or parties. The Insurance Trustee is authorized to comply with and rely upon any notice, direction, instruction or other communication, regardless of form, believed by it to have been sent or given by the Project Company or the City, in respect of the City Insurance Trust Account, or by the Project Company and the Port, in respect of the Port Insurance Trust Account, and shall be fully protected in acting in accordance with such written direction or instructions given to it under, or pursuant to, this Insurance Trust Agreement.

5.5 The Insurance Trustee is not a party to, and is not bound by, or required to comply with any agreement or other document out of which this Insurance Trust Agreement may arise, including the Project Agreement. The Insurance Trustee shall be under no liability to any party hereto by reason of any failure on the part of the Project Company or other signatory of any document or any other third party to perform such party's obligations under any such document. Except for amendments to this Insurance Trust Agreement referred to herein, and except for notifications or instructions to the Insurance Trustee under this Insurance Trust Agreement, the Insurance Trustee shall not be obliged to recognize or be chargeable with knowledge of any of the terms or conditions of any agreement among the City, the Port, the Project Company and the Collateral Agent, notwithstanding that references thereto may be made herein and whether or not it has knowledge thereof.

5.6 The Insurance Trustee shall not be bound by any waiver, modification, termination or rescission of this Insurance Trust Agreement or any of the terms hereof, unless evidenced in writing and delivered to the Insurance Trustee signed by the proper party's authorized representative and, if the duties or rights of the Insurance Trustee are affected, unless it shall give its prior written consent thereto. No Person will be recognized by the Insurance Trustee as a successor or assignee of the City, the Port, the Project Company or the Collateral

Agent until there shall be presented to the Insurance Trustee evidence satisfactory to it of such succession or assignment. This Insurance Trust Agreement shall not be deemed to create a fiduciary relationship among the parties hereto under State or federal law.

5.7 If at any time the Insurance Trustee is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Deposited Sums (including but not limited to orders of attachment or any other forms of levies or injunctions or stays relating to the transfer of the Deposited Sums), the Insurance Trustee is authorized to comply therewith in any manner as it or its legal counsel of its own choosing deems appropriate; and if the Insurance Trustee complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, the Insurance Trustee shall not be liable to any of the parties hereto or to any other Person even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

5.8 The Insurance Trustee shall not be liable for any action taken or omitted or for any loss or damage resulting from its actions or its performance of its duties hereunder in the absence of bad faith, gross negligence or willful misconduct on its part. In no event shall the Insurance Trustee be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from the City, the Port, the Project Company or the Collateral Agent in accordance with the provisions of this Insurance Trust Agreement, (ii) for any consequential, punitive or special damages or (iii) for an amount in excess of the value of the Deposited Sums, valued as of the date of loss.

5.9 In the event of any ambiguity or uncertainty hereunder or in any notice or other communication received by the Insurance Trustee hereunder, the Insurance Trustee is hereby authorized by the City, the Port, the Project Company and the Collateral Agent to refrain from taking any action other than to retain possession of the Deposited Sums, unless the Insurance Trustee receives written instructions, signed by an authorized representative of each of the City, the Port, the Project Company and the Collateral Agent which eliminates such ambiguity or uncertainty.

5.10 The Insurance Trustee may consult with legal counsel of its own choosing, at the expense of the Project Company, as to any matter relating to this Insurance Trust Agreement, and the Insurance Trustee shall incur no liability and shall be fully protected in respect of any action taken, omitted or suffered by it in good faith in accordance with the advice or opinion of such counsel.

5.11 In the event of any dispute or conflicting claim with respect to the payment, ownership or right of possession of the Insurance Trust Accounts or the Deposited Sums, the Insurance Trustee shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions. The Insurance Trustee is authorized and directed to retain in its possession, without liability to anyone, except for its own bad faith, gross negligence or willful misconduct, all or any part of the Deposited Sums until (i) such dispute shall have been settled either by mutual agreement of the parties concerned or by final order, decree or judgment of a court or other tribunal of competent jurisdiction in the United States of America (as notified to the Insurance Trustee in writing by the parties to the dispute or their authorized representatives

and setting forth the resolution of the dispute) or (ii) the Insurance Trustee shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all Losses (as defined below) which it may incur by reason of so acting. The Insurance Trustee shall be under no duty whatsoever to institute, defend or partake in such proceedings. The rights of the Insurance Trustee under this paragraph are in addition to all other rights which it may have by law or otherwise including, without limitation, the right to file an action in interpleader.

5.12 The Insurance Trustee shall incur no liability for not performing any act or not fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Insurance Trustee (including any act or provision of any present or future law or regulation or governmental authority, any act of God or war, terrorism or the unavailability of the Federal Reserve Bank or other wire or communication facility).

5.13 When the Insurance Trustee acts on any communication (including communication with respect to the wire transfer of funds) sent by electronic transmission, the Insurance Trustee, absent bad faith, gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the party involved or is not in the form the party involved sent or intended to send (whether due to fraud, distortion or otherwise). The Insurance Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Insurance Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City, the Port, the Project Company and the Collateral Agent, as the case may be, agree to assume all risks arising out of the use of such electronic transmission to submit instructions and directions to the Insurance Trustee, including the risk of the Insurance Trustee's acting on unauthorized instructions, and the risk of interception and misuse by third parties.

5.14 The Insurance Trustee will provide to the City, the Project Company and the Collateral Agent monthly statements identifying transactions, transfers or holdings of City Deposited Sums, and will provide to the Port, the Project Company and the Collateral Agent monthly statements identifying transactions, transfers or holdings of the Port Deposited Sums, and each such statement will be deemed to be correct and final upon receipt thereof by the City or the Port, as the case may be, the Project Company and the Collateral Agent unless the City or the Port, as the case may be, the Project Company or the Collateral Agent notifies the Insurance Trustee in writing to the contrary within thirty (30) Business Days of the date of such statement.

5.15 The Insurance Trustee will not be under any duty to give the Deposited Sums held by it hereunder any greater degree of care than it gives its own similar property and will not be required to invest any funds held hereunder except as directed in this Insurance Trust Agreement.

5.16 The Insurance Trustee does not have any interest in the Deposited Sums hereunder but is serving as escrow holder only and having only possession thereof. The Project Company shall pay or reimburse the Insurance Trustee upon request for any transfer taxes or other taxes relating to the Deposited Sums incurred in connection herewith and shall indemnify and hold harmless the Insurance Trustee from any amounts that it is obligated to pay in the way of such taxes. Upon execution of this Insurance Trust Agreement, the Project Company shall provide the Insurance Trustee with a fully executed W-9 IRS form. The parties hereto agree that

(i) for tax reporting purposes, and for any tax year, all interest or other income earned under the Insurance Trust Agreement shall be allocable to the Project Company and (ii) to the extent permitted by applicable law, the Project Company will include all amounts earned under the Insurance Trust Agreement in its gross income for federal, state and local income tax (collectively, "Income Tax") purposes and pay any income tax resulting therefrom, and the Insurance Trustee shall allocate all such earnings for tax reporting purposes to the Project Company. Any payments of income from the account established hereunder may be subject to withholding regulations then in force with respect to United States taxes, and if required, the parties hereto will promptly provide the Insurance Trustee with completed and executed W-9, W-8BEN or other appropriate forms. It is understood that the Insurance Trustee shall be responsible for income reporting only with respect to any income which may be earned on investment of funds which are a part of the Deposited Sums and is not responsible for any other reporting.

5.17 The Insurance Trustee may resign and be discharged from its duties hereunder at any time by giving written notice thirty (30) calendar days prior to such resignation to the City, the Port, the Project Company and the Collateral Agent as provided in this Section 5.17. The Project Company, with the consent of the City, the Port and the Collateral Agent, may remove the Insurance Trustee at any time by giving written notice signed by the authorized representative of each of the Project Company, the City, the Port and the Collateral Agent at least thirty (30) calendar days prior to such removal to Insurance Trustee. Following such resignation or removal, a Qualifying Institution shall be appointed as the successor Insurance Trustee by the Project Company, with the consent of the City, the Port and the Collateral Agent, which, in each case, may not be unreasonably withheld, delayed or conditioned), and written notice thereof shall be provided to the resigning or removed Insurance Trustee. Such successor Insurance Trustee shall become Insurance Trustee hereunder, and all Deposited Sums shall be transferred to it upon the resignation or removal date specified in such notice; provided, that such successor Insurance Trustee has executed and delivered an assignment and assumption agreement, or a similar instrument or agreement, in form and substance satisfactory to the Project Company, the City, the Port and the Collateral Agent and which provides an undertaking of such successor Insurance Trustee to become a party to and be bound by the terms and conditions of this Insurance Trust Agreement. If the Project Company fails to appoint a successor Insurance Trustee within thirty (30) calendar days after such notice, the Insurance Trustee may, in its sole discretion, deliver the Deposited Sums to the Project Company at the address provided herein or may petition any court of competent jurisdiction for the appointment of a successor Insurance Trustee or for other appropriate relief. The reasonable costs and expenses (including its reasonable attorney fees and expenses) incurred by the Insurance Trustee in connection with such proceeding shall be paid by the Project Company. On the resignation/removal date and after receipt of the identity of the successor Insurance Trustee and the execution and delivery of the aforementioned assignment and assumption agreement, the Insurance Trustee shall either deliver or disburse the Deposited Sums then held hereunder to the successor Insurance Trustee, less the Insurance Trustee's reasonable fees, costs and expenses or other obligations owed to the Insurance Trustee. Upon its resignation or removal and delivery or disbursement of the Deposited Sums in its entirety as set forth in this Section 5.17, the Insurance Trustee shall be discharged of and from any and all further obligations arising in connection with the Deposited Sums or this Insurance Trust Agreement.

Section 6. Indemnity. The Project Company shall indemnify, hold harmless and defend the Insurance Trustee and its directors, officers, agents and employees, from and against any and all claims, actions, obligations, liabilities, damages, costs and expenses (collectively, "Losses"), including reasonable attorneys' fees and expenses directly or indirectly arising out of, relating to or in connection with its acceptance of its appointment hereunder or its performance as Insurance Trustee, provided that such Losses do not arise from the Insurance Trustee's willful misconduct or gross negligence.

Section 7. Fees, Costs and Expenses. The Insurance Trustee shall be entitled to receive payment from the Project Company for reasonable fees, costs and expenses for all services rendered by it hereunder, as separately agreed between the Project Company and the Insurance Trustee. The Project Company shall reimburse the Insurance Trustee on demand for all reasonable costs and expenses paid or incurred by it in the administration of its duties hereunder, including all reasonable counsel, advisor and agent fees and disbursements.

Section 8. Waiver of Set-Off. The Deposited Sums will not be subject to deduction, set-off, banker's lien, or any other right in favor of the Insurance Trustee or any other Person, except in accordance with judicial or arbitral order.

Section 9. Miscellaneous Provisions.

9.1 Notices. Any notices, requests, instructions or other communications provided for in this Insurance Trust Agreement shall be sufficiently given if in writing, signed by a party's authorized representative and delivered in person or mailed by (a) personal delivery, overnight delivery by a recognized courier or delivery service, (b) mailed by registered or certified mail, return receipt requested, postage prepaid, or (c) electronic transmission, which includes facsimile, email with an attachment in portable download format (pdf) or other similar electronic transmission, with confirmation of receipt of such transmission; and shall become effective when delivered to the addresses noted below or such other address as may be substituted therefor by written notification by the party's authorized representative. Notices to the Insurance Trustee shall be deemed to be effective when actually received by the Insurance Trustee.

If to the City:

Patrick H. West  
Office of the City Manager  
City of Long Beach  
333 W. Ocean Blvd., 13<sup>th</sup> Floor  
Long Beach, California 90802  
Telephone No.: (562) 570-6916  
Fax No.: (562) 570-7650

with a copy to:

Charles Parkin  
Office of the City Attorney  
City of Long Beach

333 W. Ocean Blvd., 11<sup>th</sup> Floor  
Long Beach, California 90802  
Telephone No.: (562) 570-2200  
Fax No.: (562) 436-1579

If to the Port:

Long Beach Harbor Department  
PO Box 570  
Long Beach, California 90801  
Attention: Chief Executive  
Telephone No: (562) 283-7097  
Fax No: (562) 283-7067

with a copy to:

Long Beach Harbor Department  
PO Box 570  
Long Beach, California 90801  
Attention: Managing Director of Finance & Administration  
Telephone No: (562) 283-7091  
Fax No: (562) 283-7067

and an additional copy to:

Long Beach Harbor Department  
PO Box 570  
Long Beach, California 90801  
Attention: Chief Harbor Engineer  
Telephone No: (562) 283-7275  
Fax No: (562) 283-7276

If to the Project Company:

Plenary Properties Long Beach LLC  
10100 Santa Monica Blvd., Suite 410  
Los Angeles, California 90067  
Attention: Stuart Marks  
Email: [stuart.marks@plenarygroup.com](mailto:stuart.marks@plenarygroup.com)  
Telephone No.: (424) 278-2175

If to the Insurance Trustee:

U.S. Bank National Association, as Insurance Trustee  
Global Corporate Trust Services  
633 W. 5th Street, 24th Floor  
Los Angeles, CA 90071

Attention: Georgina Thomas  
Email: georgina.thomas@usbank.com  
Telephone No.: (213) 615-6001  
Fax No.: (213) 615-6199

If to the Collateral Agent:

U.S. Bank National Association, as Collateral Agent  
Global Corporate Trust Services  
633 W. 5th Street, 24th Floor  
Los Angeles, CA 90071  
Attention: Georgina Thomas  
Email: georgina.thomas@usbank.com  
Telephone No.: (213) 615-6001  
Fax No.: (213) 615-6199

9.2 No Adverse Interpretation of Other Agreements. This Insurance Trust Agreement may not be used to interpret another pledge, security, debt or other agreement of the Project Company. No such pledge, security, debt or other agreement (other than the Project Agreement and the Lenders' Direct Agreements) may be used to interpret this Insurance Trust Agreement.

9.3 Severability. The provisions of this Insurance Trust Agreement are severable, and if any clause or provision shall be held invalid, illegal or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect in that jurisdiction only such clause or provision, or part thereof, and shall not in any manner affect such clause or provision in any other jurisdiction or any other clause or provision of this Insurance Trust Agreement in any jurisdiction.

9.4 Headings. The headings in this Insurance Trust Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

9.5 Counterparts. This Insurance Trust Agreement may be signed in two or more counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be deemed an original, but all of which shall together constitute one and the same agreement.

9.6 Benefits of Insurance Trust Agreement. Nothing in this Insurance Trust Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim under this Insurance Trust Agreement.

9.7 Amendments, Waivers and Consents. Any amendment or waiver of any provision of this Insurance Trust Agreement and any consent to any departure from any provision of this Insurance Trust Agreement shall be effective only if made pursuant to a written instrument signed by each of the City, the Port, the Project Company, the Insurance Trustee and the Collateral Agent, and none of the City, the Port, the Project Company, the Insurance Trustee,

or the Collateral Agent shall be deemed, by any act, delay, indulgence, omission or otherwise to have waived any right or remedy hereunder or to have acquiesced in any breach of any of the terms and conditions hereof.

9.8 Termination. This Insurance Trust Agreement shall terminate on the expiration or earlier termination of the Project Agreement and the release of all Deposited Sums in accordance with the terms of this Insurance Trust Agreement.

9.9 Assignment. Except for a successor Insurance Trustee, as provided in Section 5.17, no party may assign any of its rights or obligations under this Insurance Trust Agreement, except as otherwise permitted by the Note Purchase Agreement, the Credit Agreement or the Project Agreement, without the written consent of the other parties, and any such assignment without such consent shall not be effective.

9.10 Survival Provisions. The obligations of the Project Company under Section 6 and Section 7 hereof shall survive the termination of this Insurance Trust Agreement and the resignation or removal of the Insurance Trustee.

9.11 USA PATRIOT Act. The Insurance Trustee hereby notifies the Project Company that pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), it is required to obtain, verify and record information that identifies the Project Company, which information includes the name and address of the Project Company and other information that will allow the Insurance Trustee to identify the Project Company in accordance with such law.

9.12 Final Expression. This Insurance Trust Agreement, together with the terms of the Project Agreement expressly referred to herein, is intended by the parties as a final expression of this Insurance Trust Agreement and is intended as a complete and exclusive statement of the terms and conditions thereof.

9.13 Merger; Consolidation of Insurance Trustee. Any corporation into which the Insurance Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Insurance Trustee will be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Insurance Trustee will be the successor of the Insurance Trustee hereunder without the execution or filing of any paper with any party hereto or any further act on the part of any of the parties hereto except where an instrument of transfer or assignment is required by law to effect such succession, anything herein to the contrary notwithstanding.

9.14 Governing Law. This Insurance Trust Agreement shall be governed by and construed in accordance with the applicable laws of the State.

9.15 Submission to Jurisdiction. It is the express intention of the parties that all Legal Proceedings related to this Insurance Trust Agreement or to the Project or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in State or federal courts located in the County of Los Angeles, California.




Section 10. Security Procedures. In the event funds transfer instructions are given, whether in writing, by telecopier or otherwise, the Insurance Trustee is authorized to seek confirmation of such instructions by telephone call-back to the Person designated on Schedule 1 attached hereto, and the Insurance Trustee may rely upon the confirmation of anyone purporting to be the Person so designated. The Insurance Trustee and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Project Company to identify (i) the beneficiary, (ii) the beneficiary's bank or (iii) an intermediary bank. The Insurance Trustee may apply any of the Deposited Sums for any payment order it executes using any such identifying number, even when its use may result in a Person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The parties to this Insurance Trust Agreement acknowledge that such security procedure is commercially reasonable.

*[The remainder of this page intentionally left blank; signature page immediately follows.]*

IN WITNESS WHEREOF, the City, the Port, the Project Company, the Insurance Trustee and the Collateral Agent have each caused this Insurance Trust Agreement to be duly executed and delivered as of the date first written above.

APPROVED AS TO FORM  
City Attorney


CITY OF LONG BEACH

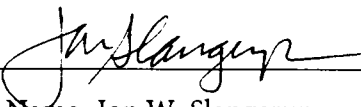
By:  4-12-16  
Name: Richard F. Anthony  
Title: Deputy City Attorney

By:   
Name: Patrick H. West  
Title: City Manager


APPROVED AS TO FORM  
City Attorney

CITY OF LONG BEACH, acting by and through  
its Board of Harbor Commissioners

By:  4-12-16  
Name: Charles M. Gale  
Title: Principal Deputy City Attorney

By:   
Name: Jon W. Slangerup  
Title: Chief Executive  
Long Beach Harbor Department

PLENARY PROPERTIES LONG BEACH LLC

By:   
Name: Paul Dunstan  
Title: President

By: \_\_\_\_\_  
Name: Stuart Marks  
Title: Senior Vice President

PLENARY PROPERTIES LONG BEACH LLC

By: \_\_\_\_\_

Name: Paul Dunstan

Title: President

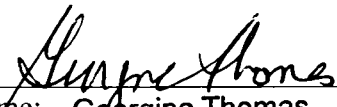


By: \_\_\_\_\_

Name: Stuart Marks

Title: Senior Vice President

U.S. BANK NATIONAL ASSOCIATION, as  
Insurance Trustee

By:   
Name: Georgina Thomas  
Title: Assistant Vice President

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent

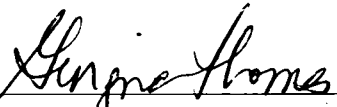
By:   
Name: Georgina Thomas  
Title: Assistant Vice President

EXHIBIT A

FORM OF DISBURSEMENT CERTIFICATE

U.S. BANK NATIONAL ASSOCIATION, as Insurance Trustee  
Global Corporate Trust Services  
633 W. 5th Street, 24th Floor  
Los Angeles, CA 90071  
Attention: Georgina Thomas

This certificate is delivered pursuant to that certain Insurance Trust Agreement, dated April 20, 2016 (the “Insurance Trust Agreement”), by and among the City of Long Beach (the “City”), the City of Long Beach, acting by and through the Board of Harbor Commissioners (in such capacity, the “Port”), Plenary Properties Long Beach LLC, a limited liability company organized and existing under the laws of the State of Delaware (the “Project Company”), U.S. Bank National Association, in its capacity as collateral agent on behalf of the Senior Lenders (in such capacity, together with any successors and permitted assigns, the “Collateral Agent”) and U.S. Bank National Association, in its capacity as insurance trustee thereunder (in such capacity, together with any successors and permitted assigns, the “Insurance Trustee”). All capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Insurance Trust Agreement.

In accordance with Section 3.1 of the Insurance Trust Agreement, the Project Company hereby directs and instructs the Insurance Trustee to make the following transfers or payments on [\_\_\_\_\_, 20[ ] in the aggregate amount of [\$ \_\_\_\_\_] (the “Disbursement Amount”) from the [City Insurance Trust Account][Port Insurance Trust Account]:

[Name, address and amount to be provided with respect to each Person to be paid for the Work.]

The Project Company certifies:

- (i) that the Disbursement Amount either has been paid by the Project Company or is justly due to Persons that have rendered and furnished certain labor and materials for the Work;
- (ii) that the Disbursement Amount, plus all sums previously disbursed, does not exceed the cost of the Work accomplished up to the date of this certificate and that the balance of the Deposited Sums will be sufficient to pay in full the cost of completing the Work;
- (iii) that except for the Disbursement Amount relating to services or materials, and amounts, if any, referred to in clause (iv) below, either (a) there is no outstanding indebtedness known to the Person signing the certificate, after due inquiry, that is then due and payable for work, labor, services and materials in connection with the Work, less reasonable retainages, or (b) with respect to any indebtedness of the type referred to in (a) that may be outstanding, the Project Company is engaged in a bona fide dispute as to the amount due and payable in respect thereof

and the Insurance Trustee holds sufficient funds to cover both the disputed amount and the cost of completing the Work; and

- (iv) that there has not been served or filed with respect to the Facility to which the Work applies or any part thereof or interest therein any stop notice, preliminary 20-day notice, vendor's, mechanic's, laborer's or materialman's statutory or similar lien that has not been discharged of record, except such as will be discharged upon payment of the amount then requested to be disbursed, unless a bond has been provided in the full amount of such lien.

The Project Company further certifies that, as of the date hereof, no default under the Project Agreement by the Project Company has occurred and not been remedied.

Dated: \_\_\_\_\_, 20\_\_.

PLENARY PROPERTIES LONG BEACH  
LLC

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1

TELEPHONE NUMBER(S) FOR CALL-BACKS AND  
PERSON(S) DESIGNATED TO CONFIRM FUNDS TRANSFER INSTRUCTIONS

If to Project Company:

	<u>Name</u>	<u>Telephone Number</u>
1.	<u>Stuart Marks</u>	<u>424-278-2175</u>
2.	<u>Mike Schutt</u>	<u>424-278-2185</u>

If to Insurance Trustee:

	<u>Name</u>	<u>Telephone Number</u>
1.	<u>Georgina Thomas</u>	<u>213-615-6001</u>
2.	<u>Bradley Scarbrough</u>	<u>213-615-6047</u>
3.	<u>Kong Yang</u>	<u>651-466-6125</u>