

Exhibit "A"

TRANSITION SCHEDULE

THIRD AMENDMENT TO OPERATIONS AGREEMENT RELATING TO ARTS AND SCIENCE DISTRICT PARKING FACILITY

Capitalized terms herein shall have the meanings ascribed to them in the Third Amendment referenced above, unless the context specifically requires otherwise.

1. Pursuant to the Third Amendment to the Operations Agreement Relating to Arts and Science District Parking Facility ("Third Amendment"), the coordination and transition of the individual duties and responsibilities in accordance therewith, shall be coordinated and transitioned in accordance with this Transition Schedule. This Transition Schedule shall be for a term of one hundred twenty (120) days ("Transition Period") from the effective date of the Third Amendment. This Transition Schedule may be amended and/or extended upon the mutual written agreement by the City Manager and the PACA Chief Executive Officer. Satisfaction of CITY, as the prior Operating Agent, and PACA, as the successor Operating Agent, of all duties and responsibilities to be transferred shall occur on or before the expiration of the Transition Period.
2. The Third Amendment Section 3, 4 and 5 references the following changes, each of which will be coordinated and transitioned as follows:
 - a. As to Section 3.a., duties and responsibilities during the Transition Period, the City, as the prior Operating Agent, shall serve as the provider of repair and maintenance, revenue collection, landscaping (including irrigation), and utility services for the Garage. During this time, both CITY in its capacity as prior Operating Agent and PACA, in its capacity as Successor Operating Agent shall jointly document all operating costs and related expenditures. At the conclusion of the Transition Period, the City and PACA shall conduct a financial reconciliation ("true-up") to ensure that all costs and revenues are properly allocated. PACA shall assume responsibility for these services upon the expiration of the Transition Period.
 - b. As to Section 3.b., duties and responsibilities, PACA, as Successor Operating Agent, shall secure all required property and general liability insurance policies to be effective upon the expiration of the Transition Period. The City, as the prior Operating Agent, shall maintain existing coverages in effect until the new policies procured by PACA are active, which shall be effective upon the expiration of the Transition Period. The parties shall cooperate to coordinate effective dates and certificates of insurance to avoid any lapse in coverage. The City, as the prior Operating Agent, shall maintain existing insurance policies pursuant to Section 4.2 of the Operations Agreement, as amended, until the expiration of the Transition Period, at which time PACA, as the Successor Operating Agent will be required to maintain the insurance coverage pursuant to Section 4.2 of the Operations Agreement, as amended.
 - c. As to Section 3.c., duties and obligations, the City, as the prior Operating Agent, shall provide PACA, as Successor Operating Agent, with a complete listing and description of any ad valorem taxes, assessments, or other charges applicable to the Garage. The City shall assist PACA in transferring responsibility for payment and compliance with such obligations before expiration of the Transition Period, including coordination with applicable taxing authorities, as needed.

- d. As to Section 4. duties and obligations, the City, as the prior Operating agent, shall be responsible for indemnifications to PACA, and the DDA, and their officers, servants, agents and employees, to the extent provided by law, arising from the time period in which City was the Operating Agent, until the expiration of the Transition Period and PACA, as the Successor Operating Agent, shall be responsible for indemnifications to CITY, and the DDA, and their officers, servants, agents and employees, to the extent provided by law, arising from the time period in which PACA is the Operating Agent.
- e. As to Section 3.d., duties and obligations, the City, as the prior Operating Agent, shall uphold and comply with the provisions of Section 5.1 of the Operations Agreement, as amended, regarding the allocation of expenses. Upon expiration of the Transition Period, PACA, as Successor Operating Agent, shall uphold and comply with the provisions of Section 5.1 of the Operations Agreement, as amended, regarding the allocation of expenses. No changes to the allocation structure are contemplated as part of this transition.
- f. As to Section 3.e., duties and obligations, the City, as the prior Operating Agent, shall uphold and comply with the provisions of Section 5.2 of the Operations Agreement, as amended regarding the payment of expenses until expiration of the Transition Period. Upon expiration of the Transition Period, PACA, as Successor Operating agent, shall uphold and comply with the provisions of Section 5.2 of the Operations Agreement, as amended, regarding the payment of expenses.
- g. As to Section 3.f., duties and obligations, the City, as the prior Operating Agent, shall uphold and comply with the provisions of Section 5.3 of the Operations Agreement, as amended, regarding the collection of revenues and reimbursement of expenses and assumption of accounting and financial reporting duties until expiration of the Transition Period. Upon expiration of the Transition Period, PACA, as Successor Operating agent, shall uphold and comply with the provisions of Section 5.3 of the Operations Agreement, as amended, regarding the collection of revenues and reimbursement of expenses and assumption of accounting and financial reporting duties. The City and PACA shall jointly account for all revenues and expenses during the Transition Period to ensure accurate settlement at the date of transfer.
- h. As to Section 5., duties and obligations, during the Transition Period, the City, as prior Operating Agent, and PACA, as Successor Operating Agent, shall work collaboratively to ensure the efficient, orderly, and timely transfer of all records, agreements, contracts, property, cash, receivables, and other materials held by the City in its capacity as Operating Agent. Both parties shall designate authorized representatives to coordinate the process, establish timelines for completion, and maintain comprehensive inventories of items transferred. This process shall be carried out in close coordination with the cooperative transition efforts to promote accuracy, transparency, and continuity of operations.

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