

**SUBLICENSE AGREEMENT BETWEEN
MARINE EXCHANGE OF LOS ANGELES/LONG BEACH HARBOR, INC.,
AND THE CITY OF LOS ANGELES**

This SUBLICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2018, by and between the Marine Exchange of Los Angeles/Long Beach Harbor, Inc., located at 3601 S. Gaffey Street, San Pedro, California 90731 ("Sublicensor" and "Marine Exchange") and THE CITY OF LOS ANGELES, a municipal corporation ("Sublicensee") acting by and through its Board of Harbor Commissioners ("Board"), is for use of certain property at the Coast Guard San Pedro Facility, to install, operate and maintain a radio tower, communication shed and solar panels at the designated site.

TOWER INFORMATION. A radio tower, tripod design, 100 feet tall. The proposed radio equipment shelter is approximately 12 foot by 24 foot by 10 foot tall pre-fabricated building. The shelter will be located under a raised solar power array.

LOCATION OF TOWER AND SHED. The tower will be located inside the perimeter fence at the Marine Exchange and Vessel Traffic Service licensed property. The shelter and solar power array will be located on property adjacent to Building 803. The tower, shelter and solar power array are depicted on Exhibits "A1", "A2" and "A3", attached hereto and made a part hereof.

APPROVED USE OF TOWER, SHED AND SOLAR ARRAY. The proposed location for the radio tower and equipment shelter has no present or foreseeable use by either the Marine Exchange or the Coast Guard. Sublicensee will ensure that construction and installation activities are coordinated at least 48 hours in advance with Sublicensor to preclude adverse impact to current operations. The location of the radio tower and equipment shelter will not impact the solar power array nor impact the Marine Exchange of Los Angeles/Long Beach Harbor. Current operations of the Marine Exchange of Los Angeles/Long Beach Harbor will not be impacted. The radio equipment will not interfere with any of the radio equipment or radars at the Marine Exchange Site or any Coast Guard adjacent property.

COST. There will be no cost to the Marine Exchange or the Coast Guard for construction, operation, maintenance, repairs, electricity, data lines, etc. Sublicensee will install metering to record electricity consumption in connection with the operation of their radio and will establish an account with DWP and make direct payment for said consumption. There is sufficient electrical power for Sublicensee from regular commercial power and the Marine Exchange emergency generator.

TERM. This Agreement shall become effective on the date of full execution by both parties and run concurrent with the termination date of Marine Exchange License DTG31-87-L-F0004 and any amendments thereto. The Sublicensor shall have the right to terminate this Sublicense upon giving the Sublicensee 45 days' notice of termination, in writing.

PERMITS. The Sublicensee will be responsible to obtain all required FCC and FAA permits covering their use of the property.

GENERAL PROVISIONS. General Provisions for this Sublicense are shown on Exhibit "B", attached hereto and made a part hereof.

IN WITNESS WHEREOF, both parties have caused this Sublicense to be executed by their duly authorized representatives.

MARINE EXCHANGE OF LOS ANGELES/LONG BEACH, INC.

Name:

Date:

Title:

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

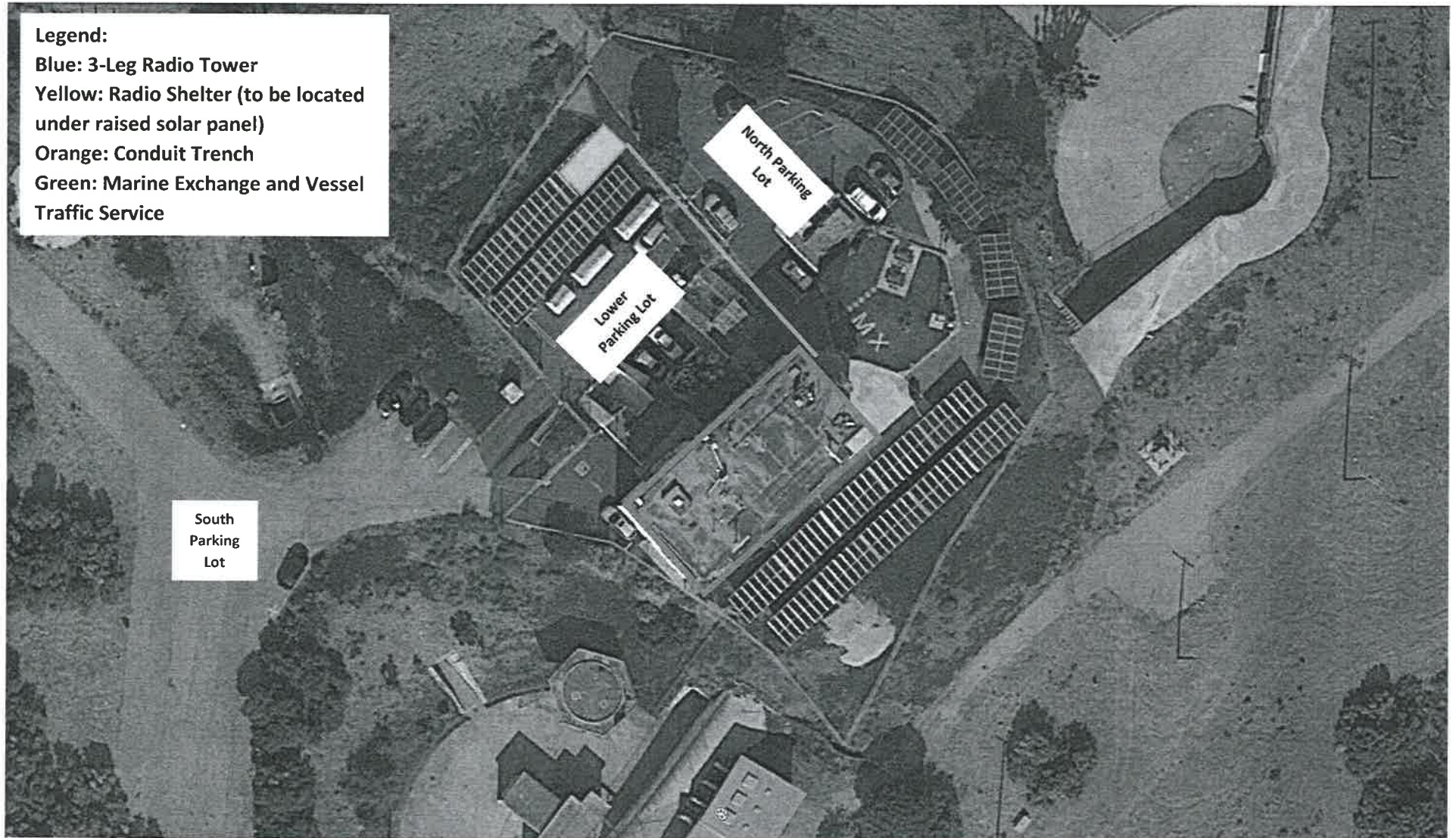
EUGENE D. SEROKA
Executive Director

Date:

Attest:

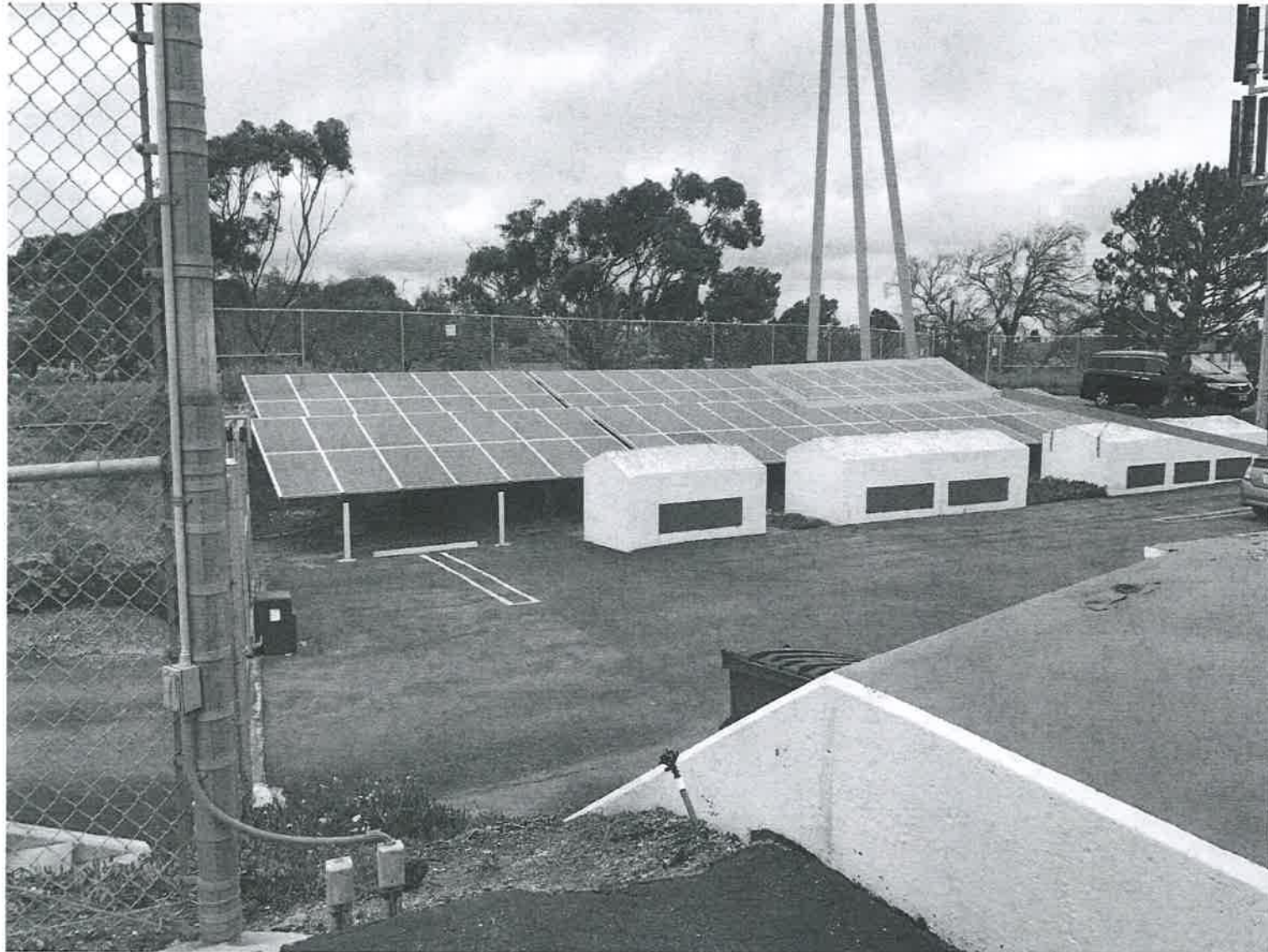
AMBER M. KLESGES
Board Secretary

Overhead view of Proposed Los Angeles Port Police (LAPP) Radio Tower Project On USCG Property Licensed to Marine Exchange of Southern California



Marine Exchange of Southern California, San Pedro, CA

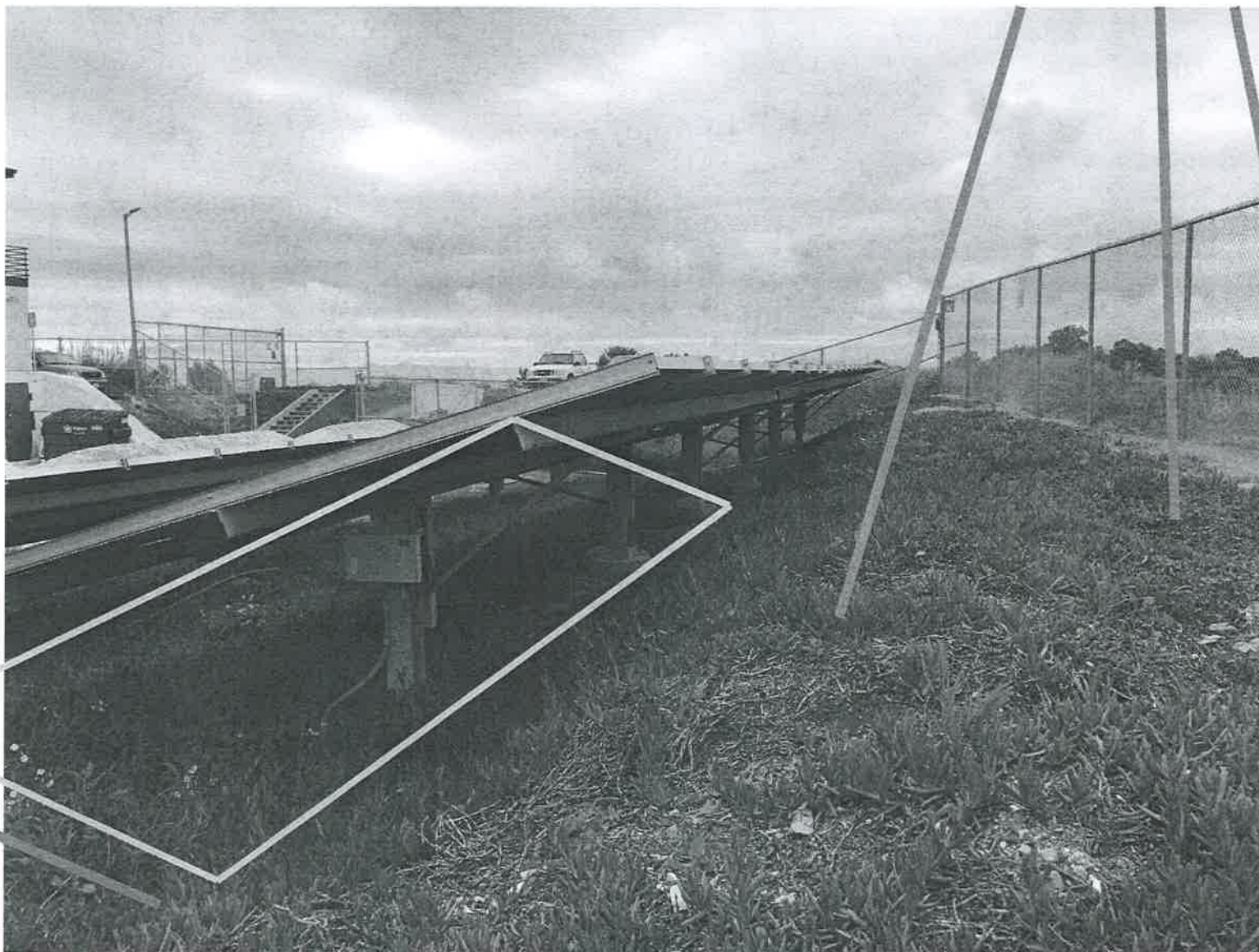
Location of shelter (yellow), 3-legged self-supporting tower (blue) and conduit trench (orange) for electricity and networking communications. The outlined solar panels will be mounted to the roof of the shelter. The view is looking NorthWest from the South end of the MX building.



Marine Exchange of Southern California, San Pedro, CA

EXHIBIT ("A2")

**General location of shelter (yellow), 3-legged self-supporting tower (blue) and conduit trench (orange).
The space is unused by the MX and we have no foreseeable use for it. This picture is from the North
end of the MX property looking South.**



Marine Exchange of Southern California, San Pedro, CA

EXHIBIT ("A3")

GENERAL PROVISIONS

- 1. Subordination to License.** The parties acknowledge and agree that all terms and conditions with respect to the Marine Exchange License DTG31-87-L-F0004 shall be effective and applicable to this Sublicense.
- 2. Governing Law.** This sublicense shall be governed by the laws of the state in which the tower site is located. If any provision of this sublicense is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this sublicense shall remain in full force and effect. Any approval, consent, decisions, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
- 3. Assignment/Subleasing.** Sublicensee may not assign or sublease this agreement.
- 4. Notices.** Any notice, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this sublicense shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the address shown in Preamble of the Sublicense.
- 5. Labeling.** Sublicensee shall identify its Approved Equipment, including equipment cabinets with labels permanently affixed thereto and stating Sublicensee's name and emergency contact phone number.
- 6. Notification.** Sublicensee shall notify Sublicensor of the actual date of Sublicensee's commencement of any installation or construction at the site by providing thirty (30) days notice to the Sublicensor.