

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Agreement") is made and entered into on the 6th day of May 2019, between the CITY OF LOS ANGELES, a municipal corporation of the State of California ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and PHILLIPS 66 COMPANY, a Delaware corporation whose address is 2331 CityWest Blvd., Houston, TX 77042 ("Phillips 66").

RECITALS

- A. On February 19, 1986, the City, pursuant to Board Order No. 5497, granted to UNION OIL COMPANY OF CALIFORNIA ("Union Oil") Permit No. 579 for the use of certain premises ("Premises") within the Harbor District of the City of Los Angeles. Permit No. 579 expired on June 30, 1990, and Union Oil occupied the premises under holdover as provided in Section 3(b) of Permit No. 579. On May 12, 1993, The City, pursuant to Board Order 6153, granted to UNION OIL COMPANY OF CALIFORNIA, dba UNOCAL ("Unocal") Revocable Permit No. 92-24 ("RP No. 92-24" or "Permit") for the use of the Premises. The City is informed and believes that beginning in 1997, Tosco Corporation ("Tosco") occupied the Premises. The City is further informed and believes that, through various corporate acquisitions and mergers, Phillips 66 came to occupy the Premises and continues to occupy the Premises.
- B. The City has been advised that, as to RP No. 92-24, the Board did not approve or consent to any assignment or transfer to Tosco or Phillips 66. The City is unable to determine whether the Board would have approved such assignment or transfer, or if so, under what terms and conditions. Consequently, the City and Board reserve all rights, claims, and causes of action that they may have with respect to any assignments or transfers of RP No. 92-24 against any and all parties, successors and/or assigns. Nothing herein shall constitute a waiver of any such right, claim or cause of action held by City or Board.
- C. The parties now desire that Phillips 66 assume all the rights and obligations contained in RP No. 92-24.

AGREEMENT

In consideration of the mutual promises contained in this Assumption Agreement and other good and valuable consideration, the parties agree as follows:

1. Phillips 66 shall assume the role of Tenant as defined in RP No. 92-24 and shall perform the obligations under RP No. 92-24 as granted to Unocal, and agrees to be bound by all the terms of RP No. 92-24 in every way as a party to the Permit.

2. The City agrees to accept the performance of Phillips 66 in lieu of the performance of Unocal, and Phillips 66 shall be bound to the terms of RP No. 92-24 in every way, as if Phillips 66 were named in RP No. 92-24 in place of Unocal.
3. Nothing in this Assumption Agreement is intended, nor may it be construed, to extinguish any obligation or liability owed by Unocal or Tosco (and subsequent entities operating on the Premises) under contract, statute or other law, including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sec. 6901, et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); 42 U.S.C. Sec. 9601, et seq.; the Clean Water Act, 33 U.S.C. Sec. 1251, et seq.; the Clean Air Act, 42 U.S.C. Sec. 7901, et seq.; California Health and Safety Code Sec. 25300, et seq. and Sec. 25100, et seq; California Water Code Sec. 13000, et seq.; California Administrative Code, Title 22, Division 4, Chapter 30, Article 4; Title 49 CFR 172.101; Title 40 CFR Part 302, and any amendments to these provisions or successor provisions.
4. A copy of RP No. 92-24 is attached to this Assumption Agreement as Exhibit 1 and incorporated by reference.
5. Notice. In all cases where written notice, including the service of legal pleadings, is to be given under the Permit, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid or delivered to the Permit premises. When so given, such notice shall be effective from the date of mailing. Unless changed by notice in writing from the respective parties, notice to the parties shall be as follows:

To the City: Los Angeles Harbor Department
 P.O. Box 151
 San Pedro, CA 90733-0151
 Attention: Executive Director
 Attention: Director of Waterfront and Commercial
 Real Estate

with a copy to: Office of City Attorney—Harbor Department
 425 S. Palos Verdes Street
 San Pedro, CA 90731
 Attention: General Counsel

To the Tenant: Phillips 66 Company
 1660 W. Anaheim Street
 Wilmington, CA 90744
 Attention: Los Angeles Refinery Manager

and to:

Phillips 66 Company
2331 CityWest Boulevard
S1348
Houston, TX 77042
Attention: Real Estate Services Manager

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under the Permit refer to calendar days unless otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have executed this Assumption Agreement on the date first herein above written.

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

Dated: _____, 2019

By: _____
Executive Director

Attest _____
Board Secretary

PHILLIPS 66 COMPANY

Dated: May 6, 2019

By: Tracey Brown
Name: Tracey R. Brown
Its: Attorney-in-Fact

APPROVED AS TO FORM AND LEGALITY

Dated: May 15, 2019

MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By Christopher B. Bobo
CHRISTOPHER B. BOBO, Assistant

Attachment