

FOURTH AMENDMENT TO
REVOCABLE PERMIT NO. 1464
EXXONMOBIL OIL CORPORATION
(FORMERLY KNOWN AS MOBIL OIL CORPORATION)

Revocable Permit No. 1464 granted to MOBIL OIL CORPORATION is hereby amended a fourth time as follows:

1. The name of Tenant is changed from MOBIL OIL CORPORATION to EXXONMOBIL OIL CORPORATION to reflect the 1999 merger of Exxon Corporation and Mobil Oil Corporation.

2. Parcels 1, 3 and 4 shown on Harbor Department Drawing 5-4472-1 which is attached as Exhibit "A" to the Permit are deleted from the Permit premises. The new Permit premises consist only of Parcel No. 2, a three-foot-wide by roughly 900-foot-long subsurface pipeline right-of-way running in and adjacent to Seaside Avenue as shown on Harbor Department Drawing 5-4472-1.

3. Section 2 of the Permit is deleted in its entirety and replaced by the following: The premises shall be used for the purpose of maintaining an inactive petroleum pipeline only. The inactive pipeline shall at all times be filled with inert gas and protected from corrosion by a cathodic protection system. Tenant shall not use or permit the premises or any part thereof to be used for any other purposes without prior written approval of the Executive Director.

4. The preferential right to use the wharf at Berth 240C for marine service station purposes, granted in paragraph 1 of the Third Amendment to the Permit, is revoked and deleted.

5. Section 41 of the Permit is deleted in its entirety and replaced by the following: Notwithstanding the provisions of the First, Second and Third Amendments to the Permit, each month, in advance, Tenant shall pay to Board the sum of One Hundred Twenty-four Dollars (\$124.00) as the total rental and fees due for the use of the premises. Use of the premises for purposes not expressly permitted herein, whether approved in writing by Executive Director or not, may result in additional charges, including charges required by Port of Los Angeles Tariff No. 4, as amended or superseded. Tenant agrees to pay such additional charges.

6. Sections 42 and 43 of the Permit are deleted in their entirety.

7. As to Parcels 1, 3 and 4 only, the end of term removal and restoration requirements set forth in Section 14 of the Permit are waived. Additionally, the City waives its option to accept the Tenant-owned buildings, structures, works and improvements located on any one or more of Parcels 1, 3 and 4, it being recognized that Tenant plans to sell them to General Petroleum Corporation.

8. This Fourth Amendment has been executed by the Tenant as of the date set forth below. However, this Fourth Amendment shall be effective only if (i) it is also executed by the Executive Director of the Harbor Department, it being recognized that the City will execute this Fourth Amendment only upon simultaneous execution of a revocable permit with General Petroleum Corporation pursuant to which General Petroleum Corporation will assume the right to occupy Parcels 1, 3 and 4 and will

assume all permit obligations associated with those parcels; and (ii) a fully executed original of this Fourth Amendment is delivered to Tenant. If executed and delivered as set forth above, this Fourth Amendment shall be effective as of the date a fully executed original of this Fourth Amendment is delivered to Tenant.

Except as amended herein, and as previously amended, all remaining terms and conditions of Revocable Permit No. 1464 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Revocable Permit No. 1464 on the date to the left of their signatures.

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

Dated: _____

By _____
Executive Director

Attest _____
Secretary

EXXONMOBIL OIL CORPORATION

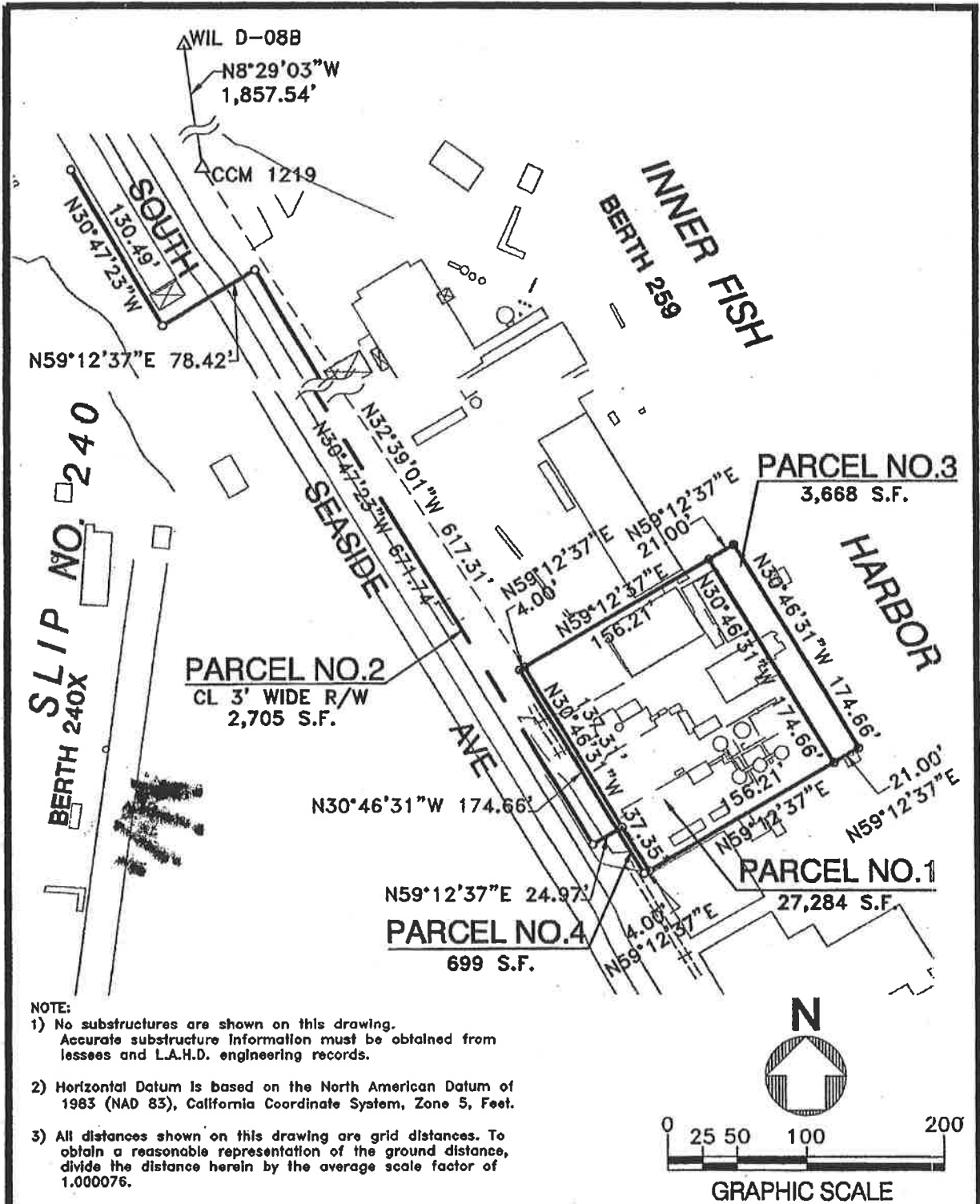
Dated: 5/9/11

By Michael J Thomas
MIKE THOMAS, AMERICAS OPERATIONS MANAGER
Type/Print Name and Title

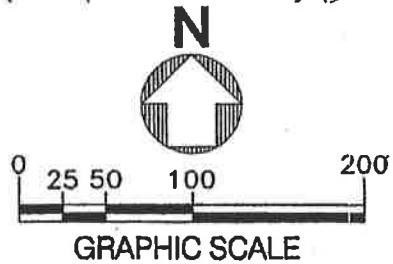
Attest James Amendolia
JAMES AMENDOLIA, US 3rd Parties Facilities Manager
Type/Print Name and Title

APPROVED AS TO FORM
May 24, 2011
CARMEN A. TRUTANICH, City Attorney
By Kenneth F. Mattfeld
KENNETH F. MATTFELD, Deputy

KFM/dls
4/22/11



- NOTE:
- 1) No substructures are shown on this drawing. Accurate substructure information must be obtained from lessees and L.A.H.D. engineering records.
 - 2) Horizontal Datum is based on the North American Datum of 1983 (NAD 83), California Coordinate System, Zone 5, Feet.
 - 3) All distances shown on this drawing are grid distances. To obtain a reasonable representation of the ground distance, divide the distance herein by the average scale factor of 1.000076.



SCALE: 1"=100'	DATE: 7/2/03	RECOMMENDED FOR APPROVAL: <i>[Signature]</i>	PERMIT MAP - AUTHORITY NO. RP1464
DRAWN: PSOMAS	CHECKED: PSOMAS	DESIGNED: PSOMAS	EXXON MOBIL OIL CORP.
ENGR/ARCH: <i>[Signature]</i>	ASSISTANT CHIEF ENGINEER: <i>[Signature]</i>	APPROVED: CHIEF HARBOR ENGINEER: <i>[Signature]</i>	
			THE PORT OF LOS ANGELES <small>INCORPORATED BY ACT OF THE LEGISLATURE OF CALIFORNIA, 1851</small> DRAWING NUMBER 5-4472-1

POLAPROC_VER1_12/96
5-4472-1

EXHIBIT A

CITY OF LOS ANGELES HARBOR DEPARTMENT
Port of Los Angeles

REVOCABLE PERMIT

No. 10-11

The General Manager of the Harbor Department (hereinafter called "Executive Director") of the City of Los Angeles (hereinafter called "City") HEREBY GRANTS PERMISSION TO GENERAL PETROLEUM CORPORATION, a California corporation with offices at 19501 S. Santa Fe Avenue, Rancho Dominguez, California 90221 (hereinafter called "Tenant") to occupy and use certain lands, waters and/or facilities within the Harbor District owned or under the control of City acting through its Board of Harbor Commissioners (hereinafter called "Board"), subject to the following terms and conditions:

1. **Premises.** The premises subject to this Permit (hereinafter called "Premises") is the marine fueling station located at Berth 259 on Terminal Island that Tenant has previously occupied on a sublease from Mobil Oil Corporation and the maintenance yard also located at Berth 259 that G.P. Resources Inc. previously occupied under Harbor Department Revocable Permit No. 95-46. The Premises consists of approximately 39,348 square feet of land area and 273.66 lineal feet of wharf designated as Parcels 1, 3 and 4 on Harbor Engineer's Drawing No. 5-4472-1 which is attached hereto as Exhibit "A," and Parcels 8, 9 and 10 on Harbor Engineer's Drawing No. 45576 which is attached hereto as Exhibit "B." A new drawing shall be substituted for Exhibit "A" and Exhibit "B" when prepared by the Office of the Chief Harbor Engineer, Engineering Division, of the Harbor Department (hereinafter called "Harbor Engineer") to reflect the fact that the Premises are no longer associated with a permit issued to ExxonMobil Oil Corporation or the permit issued to G.P. Resources Inc. and shall be marked Exhibit "A-1." Should the new drawing reflect a change in area of the Premises, the monthly compensation shall be adjusted pro rata pursuant to a letter from the Executive Director of the Harbor Department.

By mutual agreement of Executive Director and Tenant, land and water not exceeding ten percent (10%) of the area granted or 20,000 square feet, whichever is greater, may be permanently added to or deleted from the Premises granted herein without further approval of the Board subject to the following conditions: (1) so long as such change in area is not temporary within the meaning of Tariff Item 1035 (or its successor), the compensation set forth in Section 4 shall be increased or decreased pro rata to reflect any such addition or deletion; (2) if the change involves the addition or deletion of any improvement, the adjustment to the compensation shall also take into account this change in the same manner in which the compensation was originally calculated; (3) if permanent changes in area are made on more than one occasion, the cumulative net change in area may not exceed ten percent (10%) or 20,000 square feet, whichever is greater, of the originally designated area; and (4) the change in area shall not result in the annual compensation changing by more than One Hundred Thousand Dollars (\$100,000). The Executive Director is authorized to execute amendment(s) to this Permit to effect the foregoing adjustments to area and compensation without further action of the Board.

TRANSMITTAL 2

2. **Purpose.** The Premises shall be used for the purpose of operating and maintaining a marine fueling station that sells fuel and lubricants and purposes incidental thereto and not for any other purpose without the prior written consent of Executive Director.

3. **Effective and Termination Dates.** This Permit shall become effective upon execution by the Executive Director provided that the Executive Director simultaneously executes a Fourth Amendment to Revocable Permit No. 1464 with ExxonMobil Oil Corporation which Amendment will terminate ExxonMobil's interest in the subject Premises, allow ExxonMobil to sell to General Petroleum the tenant-owned buildings, structures, works and improvements located on the subject Premises and relieve ExxonMobil of the end of term removal and restoration requirements which shall be assumed by Tenant through this Permit . Should said Amendment of Permit No. 1464 with ExxonMobil not be executed, this Permit shall be null and void and have no force and effect.

This Permit shall continue thereafter on a month-to-month basis and shall be revocable at any time by Tenant or by Executive Director, upon the giving of at least thirty (30) days' written notice to the other party stating the date upon which this Permit shall terminate. The right of Executive Director to revoke this Permit is and shall remain unconditional. Neither City, nor any board, officer or employee thereof, shall be liable in any manner to Tenant because of such revocation.

4. **Compensation.**

(a) **Amount.** Tenant shall pay percentage rent subject to a fixed minimum rent as set forth below. Use of the Premises for purposes not expressly permitted herein, whether approved in writing by Executive Director or not, may result in additional charges, including charges required by Port of Los Angeles Tariff No. 4, as amended or superseded. Tenant agrees to pay such additional charges. Executive Director may change the amount of rental required herein upon giving at least thirty (30) days' written notice to Tenant.

(i) **Fixed Minimum Rent.** Each month until the first day of July following execution of this Permit, Tenant shall pay to City, in advance, Fixed Minimum Rent of Twelve Thousand Three Hundred Forty-five Dollars (\$12,345.00). On July 1 of each and every year, the Fixed Minimum Rent shall be adjusted (in no event downward) to yield a new Fixed Minimum Rent for the next twelve months. The new Fixed Minimum Rent shall be equal to the product obtained by multiplying the old Fixed Minimum Rent by a fraction, the numerator of which is the CPI on July of the current year and the denominator of which is the CPI on July of the prior year. "CPI" shall mean the Consumer Price Index for All Items, All Urban Consumers for the Los Angeles-Riverside-Orange County, California area, 1982-84=100 published as Series CUURA421SAO by the

U.S. Department of Labor, Bureau of Labor Statistics, or a successor index selected by Executive Director in his or her sole reasonable discretion. The formula illustrating the computation is as follows:

$$\text{New Fixed Minimum Rent} = \text{Old Fixed Minimum Rent} \times \frac{\text{July CPI of current year}}{\text{July CPI of previous year}}$$

Fixed Minimum Rent shall be due and payable on or before the first day of each month and shall be made payable to City of Los Angeles Harbor Department and mailed to the following address: City of Los Angeles, Port of Los Angeles, File No. 53308, Los Angeles, California 90074-3308, or to such other address as Executive Director may designate in writing.

Should the term of this Permit commence on a day other than the first day of a calendar month, the Fixed Minimum Rent for the first fractional month shall be prorated and paid on the date the Permit becomes effective together with the Fixed Minimum Rent for the following month. The Fixed Minimum Rent for the last fractional month shall be prorated and paid in advance together with the Fixed Minimum Rent for the last full month of the term of this Permit.

(ii) Percentage Rent. Each month Tenant shall pay to City the amount, if any, by which Monthly Percentage Rent exceeds the Fixed Minimum Rent. Percentage Rent is based on a combination of gross sales volumes and gross sales revenues, computed as follows:

<u>Sales</u>	<u>Rent</u>
Gasoline & Mixed Fuel Sales in Gallons	\$0.025/gal.
Diesel Fuel Sold Off the Dock Directly to Vessels	\$0.01/gal. up to 500,000 gal.; \$0.005/gal. for volume in excess of 500,000 gal. each month.
Diesel or Fuel Oil Delivered to Vessels by way of Vessel, Truck or Tank Car	Per Port Tariff
Gross Receipts from Lube Oil Sales	2%
Gross Receipts from All Other Business	5%

Tenant shall have prepared and delivered to Board within fifteen (15) days after the end of each month, on a form prepared by the Harbor Department or in a format approved by the Harbor Department, a written statement signed by Tenant's duly authorized officer or a representative showing in reasonable detail the product volumes sold and Gross Receipts earned during the preceding month, and showing the Monthly Percentage Rent thus owed. Payment of the Monthly Percentage Rent shall accompany the written statement.

On or before the thirtieth (30th) day following the end of each twelve month period during the term of this Permit, and on or before the thirtieth (30th) day after the end of the term of this Permit, Tenant shall have prepared and delivered to City a complete, certified, audited annual statement, prepared by a Certified Public Accountant and signed by Tenant's duly authorized officer or representative, showing in reasonable detail the product volumes sold and Gross Receipts earned during the preceding twelve month period or fraction thereof. The annual statement shall also include an Annual Percentage Rent calculation based on the total product volumes and total Gross Receipts shown on the annual statement. At the time the annual statement is submitted, Tenant shall pay any Percentage Rent due during the preceding twelve month period and still unpaid.

Tenant's Percentage Rent obligation is ultimately based on the Annual Percentage Rent calculation, which, depending on seasonal variations in business, may be less than, but never more than, the sum of the Percentage Rent amounts computed monthly, in which case, Tenant may be eligible for a refund or credit. The amount of the refund or credit is calculated as the difference between (1) the amount of Percentage Rent actually paid during the Permit year (assuming Tenant has paid all rent as it becomes due during the Permit year), and (2) Tenant's Annual Percentage Rent calculation. In no event shall Tenant's total rent be less than the fixed minimum. Tenant shall be eligible for a refund or credit only if the rental payments due during the Permit year have been timely made.

(iii) Gross Receipts Defined. The term "Gross Receipts," as used herein, shall include all charges, sales, fees and commissions made or earned by Tenant, its assignees, sublessees, licensees and permittees, whether collected or accrued, from any business, use or operation, or any combination thereof, originating, transacted or performed, in whole or in part, on the Premises pursuant to this Permit. "Gross receipts" includes, but is not limited to, monies collectible from rentals, services, and the sale or delivery of goods, wares and merchandise, exclusive of retail sales taxes, excise taxes and other direct taxes on the consumer. No set off or deduction against Gross Receipts is permitted unless provided herein.

(b) Delinquency Charge. Rental payments which have not been paid within ten (10) days of the due date ("grace period") shall be subject to a service charge of one-thirtieth (1/30) of two percent (2%) of the invoice amount remaining unpaid each day. The service charge shall accrue from the first day after the original due date and shall be imposed even if all or a portion of any sum on deposit as a guarantee against delinquent rent is applied to the amount due. For the administrative convenience of both City and Tenant, City will not apply Tenant's deposit, which is described below, to unpaid rent until Tenant's occupancy is terminated or a notice to terminate the occupancy has been provided. City has the unqualified right, upon thirty (30) days' prior notice to Tenant, to change the level of the delinquency service charge provided the rate shall not exceed the maximum permitted by law.

(c) Deposits. Prior to the issuance of this Permit, Tenant shall deposit with the Harbor Department a sum equal to two (2) months' Fixed Minimum Rent as a guarantee to cover delinquent rent and its other obligations under this Permit. If the rent is thereafter changed, Tenant shall modify its deposit as necessary to assure that Tenant at all times has on deposit a sum equal to two months of the current Fixed Minimum Rent. If all or any part of said deposit is used to pay any rent due and unpaid or to meet other Tenant obligations, including, but not limited to, maintenance expenses, Tenant shall then immediately reimburse said deposit so that at all times during the life of this Permit said deposit shall be maintained. Failure to maintain the full amount of said deposit shall subject this Permit to forfeiture. In the sole discretion of the Executive Director, Tenant may post other forms of security but only if in a form acceptable to the City Attorney. If for any reason City has not initially required a deposit from Tenant, City may at any time and for any reason require a deposit in an amount the Executive Director determines necessary to secure performance of the Permit. Tenant agrees to post such deposit with City within ten (10) days of written request from City and agrees that its failure to do so constitutes a material breach of this Permit. No interest is payable by City on deposits if the deposits are subsequently refunded.

(d) No Right of Set-Off. Notwithstanding any other provision of this Permit, Tenant's obligation to pay all rent payable hereunder shall be absolute and unconditional and shall not be affected by any circumstance, including, without limitation, any set-off, counterclaim, recoupment, defense or other right which Tenant may have against City.

(e) Deposits for Disputed Payments. Tenant recognizes that disputes may arise over monies due City in accordance with this Permit. Tenant and City shall make a good faith effort to resolve any disputes as expeditiously as possible. Tenant agrees, upon receiving a billing from City which it disputes, to deposit with City the disputed amount in the form of cash, certificate of deposit in City's name or other security acceptable to City within thirty (30) days of the date of billing. City shall hold the deposit pending the resolution of the dispute. If the

dispute is resolved in City's favor, City shall retain the money and all interest earned on it. If the dispute is resolved in favor of Tenant, said deposit shall be returned to Tenant with all accumulated interest. Tenant understands that its failure to provide a deposit acceptable to City within thirty (30) days shall be considered a material default of this Permit and City shall be entitled to cancel this Permit upon seven (7) days' written notice. If Tenant is required under this Revocable Permit to pay City any sums in accordance with City's Tariff, Tenant's failure to provide a deposit shall require Tenant to make all payments in accordance with Item 265 of the Tariff and Tenant shall be removed from the Credit List authorized by Item 260 of the Tariff or as amended or superseded. If the billing for any one disputed amount exceeds One Hundred Thousand Dollars (\$100,000), Tenant shall be required to deposit One Hundred Thousand Dollars (\$100,000) with City; if City prevails in the dispute and the amount due City exceeds One Hundred Thousand Dollars (\$100,000), Tenant shall pay the difference due within fifteen (15) days with interest at the rate set forth in Section 4(b) from the date of City's initial billing to Tenant.

(f) Records and Accounts. All books, accounts and other records showing the affairs of Tenant with respect to its business transacted at, upon or over the Premises shall be maintained locally, and shall be subject to examination, audit and transcription by Executive Director or any person designated by him; and in the event it becomes necessary to make such examination, audit or transcription at any place other than within fifty (50) miles of the Premises, then all costs and expenses necessary, or incident to such examination, audit or transcription shall be paid by Tenant. These records shall be retained during the term of this Permit so that the records for the four (4) most recent years are available. After this Permit terminates, Tenant shall maintain the records for the four (4) most recent years for at least two (2) years. Upon request in writing by Executive Director or his or her designated representative, Tenant shall furnish a statement of the exact location of all records and the name and telephone number of the custodian of these records. The statement shall be submitted within fifteen (15) days of the request and shall contain such detail and cover such period of time as may be specified in any such request. From time to time Executive Director or designee shall audit Tenants' records and accounts. Information to be provided by Tenant will include, but not be limited to, general ledgers, charts of accounts, subledgers including cash receipts journals, cash disbursement journals, and all original receipts and documents which support the information provided to City.

5. Rights-of-Way. This Permit shall at all times be subject to such rights-of-way over the land embraced therein for such sewers, pipelines, conduits, and for such telephone, telegraph, light, heat or power lines as may from time to time be determined by Board; and shall also be subject to rights-of-way for streets and other highways and for railroads and other means of transportation as shall have been duly established, or as shall be reserved herein; and shall also be subject to rights-of-way as Board requires to drill and explore new or maintain existing oil, gas or mineral wells. This Permit shall

at all times be subject to all prior exceptions, reservations, grants, easements, leases or licenses of any kind whatsoever as the same appear of record in the Office of the Recorder of Los Angeles County, California, or in the official records of City or any of its various departments.

6. Premises Satisfactory to Tenant/Required Modifications. Tenant acknowledges that the Premises are contaminated and are the subject of an Investigation Order issued by the Los Angeles Regional Water Quality Control Board pursuant to California Water Code Section 13267 and that the nature and the extent of the contamination is still under investigation and that remedial action above and beyond any requirements contained in this Permit may be required by the Regional Water Quality Control Board at any time in the future and that it will be Tenant's obligation to comply with such requirements. Tenant is fully aware of the ongoing investigation and the associated liabilities and has inspected the Premises and nonetheless agrees that they are suitable for the uses permitted herein. No officer or employee of City has made any representation or warranty with respect to the Premises and Tenant agrees that it relies only on the provisions of this Permit.

Any modification, improvement, or addition to the Premises and any equipment installation or removal required by the Fire Department, Department of Building and Safety, South Coast Air Quality Management District, Regional Water Quality Control Board, U.S. Coast Guard, Environmental Protection Agency, or any other agency in connection with Tenant's operations, shall be constructed, installed, or removed at Tenant's sole expense. Tenant shall obtain a Harbor Engineer's General Permit before making any modifications to the Premises. Tenant recognizes that the month-to-month nature of this Permit and the Executive Director's unconditional right to revoke this Permit may preclude Tenant from fully recapturing its investment in any capital improvements constructed on the Premises.

7. Use of Premises. Tenant agrees not to use the Premises in any manner, even if the use is for the purposes enumerated herein, that will cause cancellation of any insurance policy covering any such Premises or adjacent premises provided Tenant may in City's discretion remain if it pays the increase in City's insurance costs caused by its operations. No offensive or refuse matter, or any substance constituting any unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall ever be permitted by Tenant to be or remain, and Tenant shall prevent any such material or matter from being or accumulating upon said Premises. Tenant further agrees not to keep on the Premises or permit to be kept, used, or sold thereon, anything prohibited by any policy of fire insurance covering the Premises or any structure erected thereon.

(a) **Promotion of Los Angeles Harbor Facilities.** Tenant shall in good faith and with all reasonable diligence use its best efforts by suitable advertising and other means to promote the use of the Premises granted by this Permit.

(b) Supervision of Business Practices. The nature and manner of conducting any and all business activities on the Premises shall be subject to reasonable regulation by Board. In the event such business is not conducted in a reasonable manner as determined by Board, it may direct that corrective action be taken by Tenant or its sublessees to remedy such practices and upon failure to comply therewith within thirty (30) days of Tenant receiving such written notice, Board may declare this Permit terminated.

Pursuant to the provisions of the Los Angeles City Charter and of the Tidelands Trust Grant, Tenant and its sublessees shall use the Premises in such a manner so that there shall be no discrimination made, authorized or permitted in the rates, tolls, or charges or in the facilities provided for any use or service in connection therewith.

Board reserves the right to have access to and inspect the schedule of rates and prices for services and facilities performed or provided upon the Premises. In the event that after Tenant has been advised and given a reasonable opportunity to confer with Board and to justify any rate or price challenged by it as unreasonable or noncompensatory, and Board has determined such rate or price to be unreasonable or inappropriate for the services rendered or the facilities provided, such rates or prices shall be modified by Tenant as directed by Board.

8. Repair and Maintenance.

(a) Tenant Responsible for Repairs and Maintenance. Tenant shall be responsible for performing and paying for all maintenance and repairs to facilities on the Premises including the roofs and exteriors of all buildings, the wharf including all beams, girders, subsurface support slabs, bulkheads and prestressed concrete or wood pilings, joists, pile caps and timber decking, mooring dolphins, fire protection sprinkler systems, fire hydrant systems, standpipe systems, fire alarm systems, other fire protective or extinguishing systems or appliances, electrical substations and switchgear. Tenant shall be responsible for inspecting and assuring that all necessary portable fire extinguishers are present on the Premises and maintained in an operable condition.

Tenant shall also be responsible for inspecting the Premises and keeping the Premises, and all works, structures and improvements thereof in a safe, clean, sanitary and sightly condition. All maintenance performed by Tenant shall assure the Premises are maintained in good operating condition and in conformance with all applicable federal, state, regional, municipal and other laws and regulations. The appearance, safety and operational capability of the Premises shall be maintained to the satisfaction of the Executive Director. Tenant shall make all efforts necessary to immediately discover and guard

against any defects in all surfaces of timber decking, paving, buildings, structures and improvements on the Premises without request from City.

All modifications and repairs which Tenant makes to City-owned or Tenant-owned buildings, structures, improvements, timber decking and paving require a Harbor Department Engineering permit. Sample permits are available upon request from the Harbor Engineer. Tenant agrees to strictly comply with all the terms and conditions of the Harbor Engineer's permit. Tenant shall maintain in its offices at the Premises at all times, the Harbor Engineer's permit allowing the work performed and proof that the work has been performed in accordance with all terms and conditions of the permit. Modifications and repairs shall be made in a workmanlike manner using materials of a kind and quality comparable to the items being replaced (in-kind replacement shall be utilized if material still manufactured).

Tenant is obligated at its expense to take both such preventive and remedial maintenance actions as are necessary to assure that Premises are at all times safe and suitable for use regardless of whether Tenant is itself actively using all of the Premises. Tenant shall provide notice to the Director of Port Construction and Maintenance and Harbor Engineer five (5) work days before any paving work is performed; provided, however, Tenant shall immediately repair any condition creating a risk of harm to any user of the Premises. All materials used and quality of workmanship shall be satisfactory to the Harbor Engineer.

(b) Tenant's Responsibility for Damage. If damage to the wharf structure or any other building, structure, improvement or surface area is caused by the acts or failure to act of Tenant, its officers, agents, employees or its invitees, (including, but not limited to, customers of Tenant and contractors retained by Tenant to perform work on the Premises -- hereafter collectively "invitees"), Tenant shall be responsible for all costs, direct or indirect, associated with repairing the damage and City shall have the option of requiring Tenant to make the repairs or itself making the repairs. If City makes the repairs, Tenant agrees to reimburse City for City's reasonable cost of repair. All damage shall be presumed to be the responsibility of Tenant and Tenant agrees to be responsible for such damage unless Tenant can demonstrate to the satisfaction of City that someone other than its officers, agents, employees, or invitees caused the damage. The sufficiency of proof presented by Tenant to City shall be determined by City in its sole judgment. Tenant's obligations as a vessel owner or operator pursuant to City's Tariff Item 305 (or its successor) or pursuant to any pilotage contract Tenant may have with City are not altered by the provisions of this subsection.

(c) City's Option to Perform Work at Tenant's Expense. If Tenant fails to repair, maintain and keep the Premises and improvements as above required, Executive Director may give thirty (30) days' written notice to Tenant to correct

such default, except that no notice shall be required where, in the opinion of Executive Director, the failure creates a hazard to persons or property. If Tenant fails to cure such default within the time specified in such notice, or if Executive Director determines that a hazard to persons or property exists due to such failure, Executive Director may, but is not required to, enter upon the Premises and cause such repair or maintenance to be made, and the reasonable costs thereof, including labor, materials, equipment and overhead cost, to be charged against Tenant. Such charges shall be due and payable with the next rent payment. During all such times, the duty shall be on Tenant to assure the Premises are safe and Tenant shall erect barricades and warning signs to assure workers and the public are protected from any unsafe condition. None of City's remedies described above shall preclude City from terminating this Permit if City is not satisfied with Tenant's compliance with the maintenance provisions of this Permit.

(d) Inspection of Premises and Tenant Repairs. Tenant shall be responsible for inspecting the Premises (including all surfaces of timber decking, paving, structures, buildings and improvements) and at all times maintaining the Premises in a safe condition. Executive Director and/or his representatives shall have the right to enter upon the Premises and improvements constructed by Tenant at all reasonable times for the purpose of determining compliance with the terms and conditions of this Permit or for any other purpose incidental to the rights of City. This right of inspection imposes no obligation upon City to make inspections nor liability for failure to make such inspections. By reserving the right of inspection, City assumes no responsibility or liability for loss or damages to the property of Tenant or property under the control of Tenant, whether caused by fire, water or other causes. City assumes no responsibility for any shortages of product handled by Tenant. If City requests drawings and/or specifications showing the location and nature of repairs to be made or previously made by Tenant (including by its invitees), Tenant agrees to provide to City the material requested in writing within ten (10) days of request by City.

(e) City's Access to Maintain and Repair Premises. If City deems it necessary to maintain or repair the Premises, Tenant shall cooperate fully with City to assure that the work can be performed timely and during City's normal working hours. If City is required to perform any work outside its normal working hours, even work which would otherwise be at City's expense, the entire cost of such work shall be at Tenant's expense.

(f) Definition of City's Actual Costs. Whenever this Section requires Tenant to reimburse City for the City's cost of maintenance, City's cost of maintenance is agreed to include all direct and indirect costs which City incurs whether with its own forces or with any independent contractor. These costs include salary and all other costs City incurs from its employees ("salary burden"), all material and equipment costs and general overhead costs.

9. Pipelines. After installation, and in any event for the duration of this Permit, Tenant shall comply with pipeline testing and inspection requirements of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, CPUC regulations for pipelines, and as required by the State Fire Marshall under the Pipeline Safety Act. City reserves the right to request tests for facilities not under direct authority of the State Fire Marshall, the California Public Utilities Commission, the Federal Office of Pipeline Safety (FOPS), and the State of California Bureau of Conservation/Division of Oil, Gas, and Geothermal Resources (DOGGR).

(a) Pipeline Tests or Inspections. Within thirty (30) days from commencement date of the Permit, Tenant shall provide the Director of Real Estate and the Director of Environmental Management with a master schedule showing dates for pipeline testing and inspection in accordance with requirements referenced above if applicable. The master schedule shall include an itemized list with corresponding line item reference numbers for each pipeline covered under the subject Permit, corresponding required test(s) or inspections(s), date(s) of test(s) or inspection(s), applicable agency, the frequency of required test(s) or inspection(s) and the State Fire Marshall Line No. and the State Fire Marshall Test ID No. If Tenant's existing pipelines are modified, or new pipelines are added to Tenant's Premises, Tenant shall provide City with written notice, including an updated master schedule with any addition or subtraction of pipelines. This should cover testing or inspection requirements of all agencies mentioned above, as well as any other additional required test(s) or inspection(s).

If Tenant's pipeline test(s) or inspection(s) are approved by the applicable agency requiring or overseeing the test(s) or inspection(s), Tenant shall confirm in writing approval of the test(s) or inspection(s) and/or submit documentation including master schedule reference number for pipeline(s) being reported on, date(s) of test(s) or inspection(s), method(s) of test(s) or inspections(s) and general non-technical summary of results.

Tenant shall submit a summary of its certified test or inspection approval results to the Director of Environmental Management within thirty (30) days after they have been approved by agencies which required the pipeline testing or inspection(s), and the records of such test(s) shall be retained by Tenant for as long as is required by applicable law, but in any event not less than three (3) years, and be available for inspection by Executive Director or designee.

If Tenant's pipeline test(s) or inspection(s) are disapproved, and/or there are irregularities with Tenant's pipeline test(s) or inspection(s), indicating a leak or other operational deficiency, Tenant shall notify Director of Environmental Management within three (3) days of disapproval and/or receipt of test(s) or inspection(s) results with a non-technical summary of the results including the circumstances that resulted in the disapproval or test(s)/inspection(s) irregularities as well as all test documentation produced and a description and

schedule for implementation of corrective action as directed by the applicable agency requiring or overseeing the test(s) or inspection(s).

(b) Relocation of Pipelines. At any time during the term of this Permit, Board shall have the right to make any such change in the route or location of any pipeline constructed or maintained on the Premises by Tenant pursuant to the authority of this Permit as may be required or made necessary for the progress of harbor development or the performance of any work or improvement within the jurisdiction of Board. If Board shall determine that any such change or relocation is necessary, Board shall give at least ninety (90) days' written notice to Tenant and the work of removal and relocation shall be completed within such time after said ninety (90) days as shall be fixed in said notice. The cost of any such removal and relocation shall be borne by Tenant.

(c) Location of Subsurface Pipelines and Structures. Tenant, when deemed necessary by the Executive Director or his or her designee upon two (2) days' written notification thereof, or any such greater time as may be specified by Executive Director or his or her designee, shall commence subsurface exploration for any pipeline or any other substructure under Tenant's control or servicing Tenant's operation within the Premises granted herein. Exploration and preparation of all documentation recording the location of lines or structures shall be completed within the time specified in said notice. The subsurface exploration shall verify the vertical as well as horizontal location of all pipelines and substructures. Documentation reflecting the results of said exploration shall be filed with the Chief Engineer, Harbor Department. Tenant agrees to indemnify and hold harmless City from any and all damages or liability, including additional expenses to City or City's contractors, caused by the failure of Tenant to properly locate said subsurface pipeline and structures.

If Tenant neglects, fails or refuses within the time specified in said notice to begin or fails to prosecute diligently to complete the work of locating any pipeline or any other substructure under Tenant's control or servicing Tenant's operation within the Premises granted herein, City shall have the right to enter onto the Premises and perform the work designated in the notice. All subsurface exploration required by the provisions contained herein whether performed by Tenant or City shall be performed at Tenant's expense. In addition, Tenant agrees to bear the cost of any and all damage of whatever nature caused by any act, omission, or negligence of City and any and all of its boards, officers, agents, consultants, and employees in the performance of said subsurface exploration as required by this provision. Work performed by City or City's contractors under this provision does not alter Tenant's obligation to maintain the Premises in a safe condition, both during and after completion of the work.

10. Default and Termination.

(a) Default and Right to Terminate. Upon the neglect, failure or refusal by Tenant to comply with any of the material terms or conditions of this Permit, after thirty (30) days' written notice and demand by Executive Director to comply with any such terms or conditions, Board may, at its option, declare this Permit forfeited, and may forthwith enter upon said Premises, using all reasonable force to do so, and exclude Tenant from further use of said Premises and all improvements thereon; provided, however, that if there is any default in the payment by Tenant of the compensation or other consideration provided herein, City may give to Tenant a three (3) day notice to pay all sums then due, owing and unpaid, and if such payment is not made within such three (3) day period, at the election of City, stated in such notice, this Permit and Tenant's rights hereunder are forfeited. Upon any forfeiture of this Permit, Tenant shall immediately surrender all rights in and to the Premises and all improvements. Upon any such forfeiture of this Permit, any and all buildings, structures and improvements of any character whatsoever, erected, installed or made, under, through, or because of, or pursuant to the terms of this Permit, or any prior agreement, shall immediately ipso facto either become the property of City free and clear of any claim of any kind or nature of Tenant or its successors in interest, and without compensation to Tenant or its successors, or become removable by Board at the sole expense of Tenant, at the option of Board. In the event this Permit is forfeited as set forth above, Board may enforce all of its rights and remedies under this Permit and in addition to any remedy available to City at law or in equity, City shall be entitled to recover from Tenant rent as it becomes due pursuant to the terms of this Permit and, in addition thereto, the damage that Board may recover includes the worth at the time of the award of the amount by which the unpaid rent for the balance of the term of this Permit, or five (5) years after the time of the award, whichever period is shorter, exceeds the amount of such rental loss for the same period that Tenant proves could have been reasonably avoided. Any default in Tenant's obligations to make payments to City under the terms of any berth assignment, lease, permit or other agreement, when such default involves the sum of Five Hundred Dollars (\$500.00) or more, shall constitute a material default on the part of Tenant with respect to this Permit. At any time Tenant has defaulted in payments due under other agreements, City may give Tenant a thirty (30) day default notice for this Permit as provided above and this Permit may be forfeited if the default in rental payments of other agreements, including, but not limited to, berth assignments, leases and permits, is not current within this thirty (30) day period.

(b) Thirty-Day Nonuse. If Tenant fails or ceases to use the Premises or any substantial portion thereof for the purposes and in the manner herein prescribed for a period of more than thirty (30) consecutive days without the consent of Board, Board may declare this Permit forfeited in accordance with the provisions of subsection (a) of this Section 10 and thereupon all the right, title and interest of Tenant hereunder shall cease and terminate; provided, however,

if cessation of or failure to use as herein prescribed is caused by reason of war, bona fide strikes not caused by Tenant or to which Tenant is not a party, riots, civil commotion, acts of public enemies, earthquake, other natural disaster or action of the elements, and Tenant so notifies the Board within ten (10) days from the date said period of cessation or failure to use began, such period of nonuse shall be excluded in computing the thirty (30) day period set forth herein.

(c) Termination by Court Decree. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by City of any of its obligations under this Permit, then either party hereto may terminate this Permit by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate.

(d) Termination by Destruction of Premises. In the event all of the major structures on the Premises owned by or under control of Board are totally destroyed by fire not resulting from Tenant's neglect or fault, earthquake, or other natural disaster or action of the elements, or are so nearly destroyed as to require rebuilding, during the term of this Permit, then the rent shall be paid to the time of such destruction and the Permit shall thereupon terminate. Neither party hereto shall have any further rights or be under any further obligations on account of this Permit, except that City shall be entitled to receive all rent accrued to the date of destruction. For the purposes hereof, damage or injury to the extent of fifty percent (50%) of the replacement value of all of the major structures owned by or under the control of Board shall constitute a total destruction thereof. In the event such structures are partially destroyed by fire not resulting from Tenant's neglect or fault, earthquake, or other natural disaster or action of the elements, City, with reasonable promptness and dispatch, shall repair and rebuild the same, providing the same can be repaired and rebuilt within ninety (90) working days, and Tenant shall pay rent during such period of repair or rebuilding in the proportion that the portion of the Premises occupied by Tenant bears to the entire Premises. For the purposes hereof, damage or injury that amounts to less than fifty percent (50%) of the replacement value of all the major structures owned by or under the control of Board shall be considered as a partial destruction. This provision does not affect structures constructed by Tenant.

(e) Bankruptcy, Credit Arrangements, Attachments, Tax Liens. The occurrence of any one or more of the following events shall constitute a material default and breach of this Permit by Tenant:

(i) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors;

(ii) The filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy;

(iii) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Permit;

(iv) Any attachment where such seizure is not discharged within thirty (30) days; or

(v) The filing of any tax lien on the Premises against Tenant which is not removed or otherwise satisfied within ten (10) business days after receipt by Tenant of written notice thereof from City.

The seizure of the Premises by the Internal Revenue Service shall automatically terminate this Permit without any notice by City to Tenant.

11. Restoration, Remediation and Surrender of Premises.

(a) Restoration, Remediation and Surrender. On or before expiration of the term of this Permit, or any sooner termination thereof other than by forfeiture pursuant to subsections (a) and (b) of Section 10 of this Permit, Tenant shall:

(i) Remove, at its sole cost and expense, all works, structures, improvements and pipelines of any kind, including paving, excepting the wharf (collectively referred to as "structures"), placed on the Premises by Tenant. If the Premises, at the time of Tenant's occupancy, have been improved by a prior tenant or by both City and a prior tenant, then such structures which were left on the Premises at Tenant's request or for Tenant's benefit shall also be the responsibility of Tenant except as may be otherwise specified by this Permit.

(ii) Upon demand, submit to City for its approval a complete site characterization plan to enable a determination of the extent of soil, sediment and groundwater contamination at the Premises. The plan shall include a detailed program for sampling and chemical analysis of the soil and groundwater and shall be in conformance with all applicable federal, state and local laws, regulations and guidelines. Provided Tenant has delivered to City a complete site characterization plan, City shall use its best efforts to expeditiously approve or disapprove the plan. Tenant shall provide additional information upon request of City if City deems the plan inadequate. Upon notice of approval of the complete site characterization plan, Tenant shall forthwith commence investigation and testing of soil and groundwater in accordance with the plan, and shall provide to City the

results of such investigation and tests as they become available, but, in any event, the investigation and tests shall be completed and the results submitted to City within ninety (90) days of notice of approval of the plan by City.

(iii) Upon demand, submit to City for its approval a remediation action plan (including soil, harbor waters, sediments and groundwater remediation) for removal and monitoring of contamination discovered during site characterization. The plan shall include a discussion of remedial action alternatives for restoration of the Premises and a timetable for each phase of restoration. The remedial action plan shall be in conformance with all applicable federal, state and local laws, regulations and guidelines. Provided Tenant has delivered to City a complete site remediation action plan, City shall use its best efforts to approve or disapprove the plan in a timely manner. Tenant shall provide additional information upon request of City if City deems the plan inadequate. Tenant shall submit to City its remediation action plan for review no later than ninety (90) days after receiving City's written notice to prepare same.

(iv) Upon approval of the site remediation action plan by City, Tenant, at its sole expense, to the satisfaction of City, and in accordance with all applicable laws, shall take immediate steps to remediate all contamination and perform such confirmation testing of soil, sediment and groundwater as City deems necessary to assure that contamination of the Premises has been reduced such that no regulated environmental media, including, but not limited to, soil, water, groundwater, sediment, and/or air remain on site and so that no encumbrances, such as deed or land use restrictions, be imposed on the property, and so that site closure is obtained from any regulatory agency that has exercised jurisdiction over the property for the purpose of investigating, monitoring or remediating contamination.

Tenant acknowledges and agrees that Tenant is and shall be responsible for any and all contamination on, in or arising from the Premises without regard to source or cause, and for any and all groundwater contamination resulting therefrom, without regard to source or cause. Tenant acknowledges and agrees that its remediation obligation includes contamination that may have resulted from the operation of prior tenants and/or neighboring tenants including, but not limited to ExxonMobil Oil Corporation (formerly known as Mobil Oil Corporation) and any of its subsidiaries, affiliates, predecessors or successors.

(v) Leave the surface of the ground in a clean, level, graded and compacted condition with no excavations or holes resulting from structures removed, and so that no regulated environmental media, including, but not limited to, soil, water, groundwater, sediment, and/or air

remain on site and no encumbrances, such as deed or land use restrictions, be imposed on the property.

(vi) Quit and surrender possession of the Premises to Board leaving all City improvements in at least as good and usable a condition, acceptable to Executive Director, as the same were in at the time of the first occupation thereof by Tenant under this or any prior lease or permit, ordinary wear and tear excepted. However, the exception for wear and tear shall not entitle Tenant to damage paving installed by City or any unpaved areas regardless of the nature of Tenant's operations on the Premises. If the condition of the Premises is upgraded during occupancy of the Premises, such as by maintenance dredging, Tenant agrees to be responsible for restoring the Premises to the upgraded condition.

Notwithstanding the provisions of this subsection (a), if City terminates this Permit pursuant to subsection (a) or (b) of Section 10, Tenant is also obligated to restore the Premises as provided in this item or to pay the cost of restoration if City chooses to perform the work.

(b) Interim Remedial Action. As an interim remedial action, Tenant agrees to implement the Remedial Action Plan approved by the Los Angeles Regional Water Quality Control Board (LARWQCB). Execution by Tenant of the aforementioned or any other interim remedial action is no substitute for the restoration and remediation requirements set forth in this Section as interim actions may or may not be effective in achieving the end-of-term standards set forth herein. City therefore reserves the right to demand a full remediation and restoration of the Premises at the end of the term as set forth above.

(c) Migration of Contaminants to Neighboring Facilities. Tenant acknowledges and agrees that contamination on, in or arising from the Premises has migrated to the Al Larson Boat Shop. Tenant acknowledges responsibility for the remediation of such contamination and agrees to perform the remedial actions at the Al Larson Boat Shop approved by the LARWQCB, and, upon demand by City, to perform or pay for the complete remediation, to the end-of-term standards set forth herein, of any contaminants that have migrated from the Premises to the Al Larson Boat Shop either prior to or after execution of this Permit.

(d) Rent During Restoration. Tenant understands and agrees it is responsible for complete restoration of the Premises, including the clean up of any hazardous material contamination on or arising from the Premises, before the expiration or earlier termination of this Permit pursuant to subsection (a) or (b) of Section 10. If, for any reason, such restoration is not completed before such expiration, then Tenant is obligated to pay City compensation during such restoration as determined by the fair market value of the land as if there was not

any such contamination and the Harbor Department's then-established rate of return. However, the new rent shall not be less than provided in Section 4.

(e) Letter of Credit for Remediation. In addition to any other requirement to provide security under this Permit, Tenant also agrees to provide City a letter of credit to assure performance of the interim remediation action described in Section 11(b) above.

(i) The letter of credit must be an irrevocable, unconditional, transferable and negotiable letter of credit, issued by a commercial bank or trust company satisfactory to City (having banking offices at which the letter of credit may be drawn upon in Los Angeles, California, and a net worth of not less than One Billion Dollars (\$1,000,000,000) in a form and content acceptable to City, and in an initial amount not less than one hundred twenty-five percent (125%) of the cost to discharge such obligations or Two Million Five Hundred Forty-seven Thousand Three Hundred Twelve Dollars (\$2,547,312), whichever is greater, as determined by the Executive Director. The amount of the letter of credit shall be reviewed on an annual basis and shall be reduced when City, in its sole discretion, determines that the value of Tenant's interim remedial action obligation under Section 11(b) has diminished and that the security therefore can be reduced commensurately.

(A) Expiration of Letter of Credit. Such letter of credit shall not expire, or by virtue of automatic extensions not expire, until five (5) years after delivery to City and shall be renewed or replaced by Tenant not less than thirty (30) days prior to the expiration of the then-current letter of credit until Tenant's obligations under subsection (b) of Section 11 are fully discharged. Failure to deliver such renewal or replaced letter of credit on or before said date shall be a material breach of this Permit; and City's remedies shall include, but not be limited to, right to draw on the then-current letter of credit and retain the funds as a cash security deposit.

(B) City's Draw Right. Upon Tenant's failure to discharge any and all obligations under subsection (b) of Section 11 herein, as determined by City, City shall be entitled to draw down upon the letter of credit to the extent it deems necessary in connection with such obligations; the restoration or protection of the Premises; and the payment or satisfaction of any costs, damages, or expenses in connection with the foregoing or Tenant's obligations under this subsection.

(C) Return of Letter of Credit. Upon (i) the full discharge of any and all obligations under subsection (b) of Section 11 herein,

and (ii) the submission to City of proof evidencing such full discharge, the letter of credit (and/or the balance of the proceeds thereof if City has drawn down on said letter of credit) shall be returned to Tenant.

12. Hazardous Material.

(a) Handling of Hazardous Material. Tenant may not handle, use, store, transport, transfer, receive or dispose of, or allow to remain on the Premises (hereinafter sometimes collectively referred to as "handle"), any substance classified as hazardous material in such quantities as would require the reporting of such activity to any person or agency having jurisdiction thereof without first receiving written permission of City. If Tenant has handled material on the Premises classified by law as hazardous material [Tenant's attention is particularly called to the Resource Conservation and Recovery Act of 1967 ("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 & Safety Code Sec. 25100 et seq., Sec. 25300 et seq. and Sec. 28740 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] and such material has contaminated or threatens to contaminate the Premises or adjacent premises (including structures, harbor waters, soil or groundwater), Tenant, to the extent obligated by law and to the extent necessary to satisfy City, shall at its own expense perform soil and groundwater tests to determine the extent of such contamination, and shall remediate any such material from the Premises so that no regulated environmental media, including, but not limited to, soil, water, groundwater, sediment, and/or air remain on site and no encumbrances, such as deed or land use restrictions, be imposed on the property. If in the determination of the Executive Director such hazardous material cannot be remediated on site to the satisfaction of City, Tenant shall remove and properly treat and dispose of all contaminated soil, material or groundwater and replace such soil or material with clean soil or material suitable to City so that no regulated environmental media, including, but not limited to, soil, water, groundwater, sediment, and/or air remain on site and no encumbrances, such as deed or land use restrictions, be imposed on the property.

If, during Tenant's occupancy, hazardous materials are discovered on the Premises or such materials have migrated from the Premises to or threaten to contaminate adjacent premises (including structures, harbor waters, soil or groundwater), Tenant shall immediately notify City and Tenant, at its sole expense, shall perform such soil, sediment and groundwater testing as required by law and as City deems necessary and take steps to remediate the Premises

to the satisfaction of City so that no regulated environmental media, including, but not limited to, soil, water, groundwater, sediment, and/or air remain on site and no encumbrances, such as deed or land use restrictions, be imposed on the property.

If Tenant disposes of any soil, material or groundwater contaminated with hazardous material, Tenant shall provide City copies of all records, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site. The name of City of Los Angeles shall not appear on any manifest document as a generator of such material.

Any tests required of Tenant by this Section shall be performed by a State of California Department of Health Services certified testing laboratory satisfactory to City. By signing this Permit, Tenant hereby irrevocably directs any such laboratory to provide City, upon written request from City, copies of all of its reports, test results, and data gathered. As used in this Section 12, the term "Tenant" includes agents, employees, contractors, subcontractors, and/or invitees of the Tenant.

(b) Annual Disclosure. Within sixty (60) days of the effective date of this Permit, and each year during the term thereof, as well as sixty (60) days before termination of this Permit and upon sixty (60) days' prior written notice by City to Tenant, Tenant shall submit to City the names and amounts of all hazardous materials, or any combination thereof, which were stored, used or disposed of on the Premises during the previous year, or which Tenant intends to store, use or dispose of on the Premises in the future.

13. Inspection of Premises. Executive Director and his or her duly authorized representatives shall have the right to enter upon the Premises and improvements constructed by Tenant at any and all reasonable times during the term of this Permit for the purpose of determining compliance with its terms and conditions or for any other purpose incidental to the rights of City. The right of inspection reserved hereunder shall impose no obligation upon City to make inspections to ascertain the condition of the Premises, and shall impose no liability upon City for failure to make such inspections. By reserving the right of inspection, City assumes no responsibility or liability for loss or damage to the property of Tenant or property under the control of Tenant, whether caused by fire, water or other causes. Nor does it assume responsibility for any shortages of cargo handled by Tenant at the Premises.

14. Relocation of Business. Upon the expiration of the term of this Permit, if no new agreement is entered into, Tenant is obligated to relocate its business at its own expense and to vacate the Premises as provided for herein and no relocation expenses will be paid by City.

15. Tanks. If tanks are on the Premises, within sixty (60) days from the commencement of the term of this Permit, Tenant, at its expense, shall submit to City an inventory of all storage tanks located on the Premises indicating the number of tanks, type (atmospheric, etc.), contents, capacity, past historical use, location and the date each tank was last tested for structural integrity and leaks. Tenant shall also, at its sole expense, when required by law or when deemed reasonably necessary by the Executive Director or his or her designee, test all storage tanks located on the Premises for structural integrity and leaks. Upon written request, Tenant shall make available to City the results of all such tests. Testing required herein shall be to the satisfaction of City and in conformance with applicable federal, state or local laws, rules, regulations or ordinances as these provisions presently exist, or as they may be amended or enacted. If during Tenant's occupancy of the Premises a tank or the pipelines servicing a tank containing hazardous material are discovered to be leaking, Tenant shall immediately notify City and take all steps necessary to repair the tank and/or pipelines and clean up the contaminated area to the satisfaction of City and in accordance with this Permit and all applicable law.

16. State Tidelands Grants. This Permit is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Permit is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Tenant agrees that any interpretation of this Permit and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

17. Federal Maritime Commission. Tenant shall not use the Premises or furnish any facilities or services thereon for or in connection with a common carrier by water as that term is defined in the Shipping Act of 1916 and 1984, as amended, unless and until this Permit has been submitted to the Federal Maritime Commission and has become effective or determined not to be subject to said Acts.

18. Improvements. Tenant shall not construct on or alter the Premises, including a change in the grade, without first submitting to Harbor Engineer a complete set of drawings, plans and specifications of the proposed construction or alteration and obtaining his approval in a written Harbor Engineer's General Permit. Harbor Engineer shall have the right to reject or order changes in said drawings, plans and specifications. Tenant, at its own expense, shall obtain all permits necessary for such construction. All construction by Tenant pursuant to this Permit shall be at Tenant's sole expense. Tenant shall keep the Premises free and clear of liens for labor and materials and shall hold City harmless from any responsibility in respect thereto.

19. Construction. Tenant shall give written notice to Harbor Engineer, in advance, of the date it will commence any construction. Immediately upon the

completion of the construction, Tenant shall notify Harbor Engineer of the date of such completion and shall, within ninety (90) days after such completion, file with Harbor Engineer, in a form acceptable to Harbor Engineer, a set of "as built" plans for such construction.

20. Indemnity. As partial consideration for City's grant of the Premises to Tenant, Tenant agrees to at all times relieve, indemnify, protect and save harmless City and any and all of its boards, officers, agents and employees from any and all claims and demands, actions, proceedings, losses, liens, costs and judgments of any kind and nature whatsoever, including expenses incurred in defending against legal actions, for death of or injury to persons or damage to property including property owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused directly or indirectly by:

(a) Any dangerous, hazardous, unsafe or defective condition of, in or on the Premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees;

(b) Any operation conducted upon or any use or occupation of the Premises by Tenant, its officers, agents, employees, sublessees, licensees or invitees under or pursuant to the provisions of this Permit or otherwise;

(c) Any act, omission or negligence of Tenant, its officers, agents, employees, sublessees, licensees or invitees, regardless of whether any act, omission or negligence of City, its officers, agents or employees contributed thereto;

(d) Any failure of Tenant, its officers, agents or employees to comply with any of the terms or conditions of this Permit or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; or

(e) The conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c) and (d) above, existing or conducted upon or arising from the use or occupation by Tenant or its invitees of any other premises within the Harbor District, as defined in the Charter of City.

Tenant also agrees to indemnify City and pay for all damage or loss suffered by City and the Harbor Department, including, but not limited to, damage to or loss of property, to the extent not insured by City, and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in subdivisions (a), (b), (c), (d) and (e) above. The term "persons" as used herein shall include, but not be limited to, officers and employees of Tenant. Tenant acknowledges that City has set the compensation payable under this Permit in consideration of the indemnity and insurance obligations which Tenant assumes by this Permit.

Tenant shall also indemnify, defend and hold City harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution of value of the Premises, damages for loss or restriction on use of rentable or useable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, and reasonable attorneys' fees, consultant fees and expert fees) which arise during or after the Permit term as a result of contamination of the Premises by hazardous materials for which Tenant is otherwise responsible for under the terms of this Permit. This indemnification of City by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency because of hazardous material present in the soil or groundwater on or under the Premises. The foregoing indemnity shall survive the expiration or earlier termination of this Permit.

21. Insurance. Tenant shall procure and maintain at its expense and keep in force at all times during the term of this Permit broad form comprehensive general liability and property damage insurance including automobile and contractual liability assumed coverages written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if a Best's Rating is not available) with Tenant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury, death or property damage arising out of each accident or occurrence unless Executive Director allows or requires a different limit of liability. If the submitted policy contains an aggregate limit, this limit must be satisfactory to Executive Director or his or her designee. Said limits shall be without deduction, provided that Executive Director or his or her designee may permit a deductible amount in those cases where, in his or her judgment, such a deductible is justified. The insurance provided shall contain a severability of interest clause assuring that damage to City property or injury to City personnel are covered by the insurance. In all cases, regardless of any deductible, said insurance shall contain a defense of suits provision which assures the carrier will defend City if any suit arises related to Tenant's occupation of the Premises or such suit is within the scope of Tenant's indemnity obligation as set forth in Section 20. If Tenant operates watercraft or incurs other marine liability exposures or operates vehicles as part of its business in the Port, liability coverage for such watercraft or vehicles must be provided as above.

(a) **Endorsements.** The submitted insurance policy shall contain endorsements substantially as follows:

(i) "Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles, its Board of Harbor Commissioners, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all operations, uses, occupations, acts and activities of the insured under its

revocable permit issued by City, and under any amendments, modifications, extensions or renewals thereof regardless of whether such operations, uses, occupations, acts and activities occur on the Premises or elsewhere within the Harbor District, and regardless of whether liability is attributable to the named insured or a combination of the named insured and the additional insured. It is understood that the additional insured will not be responsible for the payment of premium under the policy;

(ii) "The policy to which this endorsement is attached shall not be cancelled or reduced in coverage until after the Executive Director and the City Attorney of City have each been given thirty (30) days' prior written notice by certified mail addressed to P.O. Box 151, San Pedro, California 90733-0151;

(iii) "The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by City is excess of this insurance and shall not contribute with it;

(iv) "If one of the named insureds incurs liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

(v) "Notice of occurrences or claims under the policy shall be made to [This information is to be supplied by Tenant's insurance carrier when submitting the endorsement to the Harbor Department. The information to be supplied is the name, address and phone number of the person representing the carrier to be notified at the time of any accident.]"

The Executive Director and City Attorney shall have the discretion to modify the insurance requirements as they deem appropriate if the circumstances warrant a modification.

(b) Duplicate Policies. Tenant shall furnish two (2) signed copies of each policy or certificate required herein for approval by the Risk Manager of City.

(c) Modifications to Insurance. Executive Director, based upon advice of independent insurance consultants of City, may increase or decrease the amounts and types of insurance coverage required herein by this Permit by giving sixty (60) days' written notice to Tenant.

22. Fire Legal Liability Insurance. Tenant shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance

covering legal liability of Tenant for damage or destruction to the works, structures and improvements owned by City. This policy shall be in an amount sufficient to cover the replacement value of the City structure occupied by Tenant but need not exceed the value of the deductible in City's fire insurance policy provided, that upon thirty (30) days' prior written notice to Tenant, said minimum limits of liability shall be subject to adjustment by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board. Currently this deductible is Two Hundred Fifty Thousand Dollars (\$250,000). So long as City's insurance policy permits City to waive any cause of action it and the City's insurance carrier would otherwise have for a fire caused by Tenant, City agrees to such waiver provided Tenant provides the insurance required by this Section. City should not be named as an additional insured in Tenant's fire legal policy.

23. Environmental Impairment Liability Insurance. Tenant shall also secure and maintain environmental impairment liability insurance which shall include coverage for bodily injury, property damage, including third-party claims for on-site and off-site bodily injury and property damage, clean-up and defense, with a limit of at least Ten Million Dollars (\$10,000,000) per occurrence, which is to remain in effect at least five (5) years after the termination of the Agreement.

24. Assignments/Subleases. No assignment, sublease, transfer, gift, hypothecation or grant of control, or other encumbrance of this Permit, or any interest therein or any right or privilege thereunder, whether voluntary or by operation of law, shall be valid for any purpose. For purposes of this subsection, the term "by operation of law" includes:

- (a) The placement of all or substantially all of Tenant's assets in the hands of a receiver or trustee;
- (b) An assignment by Tenant for the benefit of creditors.

25. Transfer of Stock. If Tenant is a corporation and more than ten percent (10%) of the outstanding shares of capital stock of Tenant is traded during any calendar year after filing its application for this Permit, Tenant shall notify Executive Director in writing within ten (10) days after the transfer date; provided, however, that this provision shall have no application in the event the stock of Tenant is listed on either the American Stock Exchange, the New York Stock Exchange, or the Pacific Stock Exchange. If more than twenty-five percent (25%) of the Tenant's stock is transferred, regardless of whether Tenant is a publicly or privately held entity, such transfer shall be deemed an assignment within the meaning of the preceding paragraph. Any such transfer shall void this Permit. Such a transfer is agreed to be a breach of this Permit which shall entitle City to evict Tenant on at least seven (7) days' notice.

26. Signs. Tenant shall not erect or display, or permit to be erected or displayed, on the Premises any signs or advertising matter of any kind without first

obtaining the written consent of Executive Director. Tenant shall post, erect and maintain on the Premises such signs as Executive Director may direct.

27. Termination for Misrepresentations. This Permit is granted pursuant to an application filed by Tenant with Board. If the application or any of the attachments thereto contain any material misstatement of fact which, in the judgment of Executive Director, affected his or her decision to grant said Permit, Executive Director may terminate this Permit. Termination pursuant to this Section shall not be termination by forfeiture.

28. Laws and Directives. Tenant shall comply with all applicable laws, ordinances and regulations. In addition, Tenant shall comply immediately with any and all directives issued by Executive Director or his or her authorized representative under authority of any such law, ordinance or regulation. This Permit shall be construed in accordance with California law.

29. Possessory Interest. This Permit may create a possessory interest by Tenant which may be subject to property taxation. Tenant shall pay all such taxes so assessed, and all other assessments of whatever character levied upon any interest created by the Permit. Tenant shall also pay all license and permit fees required for the conduct of its business.

30. Utility Charges. Unless otherwise provided for herein, Tenant shall pay all charges for services furnished to the Premises or used in connection with its occupancy, including, but not limited to, heat, gas, power, telephone, water, light and janitorial services, and pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including City.

31. Termination by Court. If any court having jurisdiction in the matter renders a final decision which prevents the performance by City of any of its obligations under this Permit, then either party hereto may terminate this Permit by written notice, and all rights and obligations hereunder (with the exception of any undischarged rights and obligations) shall thereupon terminate.

32. Conflict of Interest. It is understood and agreed that the parties to this Permit have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees, as well as the Conflict of Interest Code of the Harbor Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Permit. Notwithstanding any other provision of this Permit, it is further understood and agreed that if such a financial interest does exist at the inception of this Permit, City may immediately terminate this Permit by giving written notice thereof. Termination pursuant to this Section shall not be termination by forfeiture.

33. Service of Notice. In all cases where written notice including the service of legal pleadings is to be given under this 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 City shall be addressed to Executive Director, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Tenant shall be addressed to it at the address stated in the preamble or at such address designated by Tenant in writing. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law. All notice periods under this Permit refer to calendar days unless otherwise specifically stated.

34. No Waivers. No waiver by either party at any time of any terms or conditions of this Permit shall be a waiver at any subsequent time of the same or any other term or condition. The acceptance of late rent by Board shall not be deemed a waiver of any other breach by Tenant of any term or condition of this Permit other than the failure of Tenant to timely make the particular rent payment so accepted.

35. Guarantee of Permit Obligations. Prior to the execution of this Permit, Tenant shall furnish a corporate guarantee by Maxum Petroleum Operating Company in a form satisfactory to the City Attorney of all of Tenant's obligations under this Permit.

36. Time of the Essence. Time is of the essence in this Permit.

37. Nondiscrimination and Affirmative Action Provisions. Tenant agrees not to discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All subcontracts awarded under or pursuant to this Permit shall contain this provision.

The applicable provisions of Section 10.8 et seq. of the Los Angeles Administrative Code are set forth in the attached Exhibit "C" and are incorporated herein by this reference.

38. Wilmington Truck Route. It is recognized by both parties that Tenant does not directly control the trucks serving the terminal. However, Tenant will make its best effort to notify truck drivers, truck brokers and trucking companies, that trucks serving the terminal must confine their route to the designated Wilmington Truck Route of Alameda Street and Harry Bridges Boulevard; Figueroa Street from Harry Bridges Boulevard to "C" Street; and Anaheim Street east of Alameda Street. A copy of the Wilmington Truck Route is attached hereto and marked Exhibit "D," which may be modified from time to time at the sole discretion of the Executive Director with written notice to Tenant.

39. Paragraph Headings. Paragraph headings used in the Permit are merely descriptive and not intended to alter the terms and conditions of the paragraphs.

40. Business Tax Registration Certificate. The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.190. This section provides that every person, other than a municipal employee, who engages in business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department.

41. Service Contractor Worker Retention Policy and Living Wage Policy Requirements. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Tenant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle City to terminate this Permit and otherwise pursue legal remedies that may be available.

42. Wage and Earnings Assignment Orders/Notices of Assignments. The Tenant is obligated to fully comply with all applicable state and federal employment reporting requirements for the Tenant and/or its employees.

The Tenant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Tenant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§ 5230 et seq. The Tenant will maintain such compliance throughout the term of this Permit.

43. Equal Benefits Policy. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Tenant shall comply with the policy wherever applicable. Violation of the policy shall entitle City to terminate any agreement with Tenant and pursue any and all other legal remedies that may be available. See Exhibit "E".

44. Workers' Compensation. Tenant shall secure the payment of compensation to employees injured while performing work or labor necessary for and incidental to performance under this Permit in accordance with Section 3700 of the Labor Code of the State of California. Tenant shall file with City one of the following:

1) a certificate of consent to self-insure issued by the Director of Industrial Relations, State of California; 2) a certificate of Workers' Compensation insurance issued by an admitted carrier; or 3) an exact copy or duplicate thereof of the policy certified by the Director or the insurer. Such documents shall be filed prior to delivery of Premises. Where Tenant has employees who are covered by the United States Longshore and Harbor Workers' Compensation Act, Tenant shall furnish proof of such coverage to City. It is suggested that Tenant consult its insurance agent to determine whether its proposed construction methods will render its employees subject to coverage under the Act. All Workers' Compensation insurance submitted to City shall include an endorsement providing that any carrier paying benefits agrees to waive any right of subrogation it may have against City.

45. Prior Permits. This Revocable Permit shall supersede Revocable Permit No. 95-46. From and after the effective date of this Revocable Permit, said permit shall have no further force or effect except to the extent either party as accrued any rights or obligations under said permit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

DATED: _____

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

Executive Director

Attest: _____
Board Secretary

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The undersigned Tenant hereby accepts the foregoing Permit and agrees to abide and be bound by and to observe each and every of the terms and conditions thereof, including those set forth in the addendum, if any, and excluding those marked as being deleted.

DATED: _____

(SEAL)

GENERAL PETROLEUM
CORPORATION

By: _____

Type/Print Name and Title

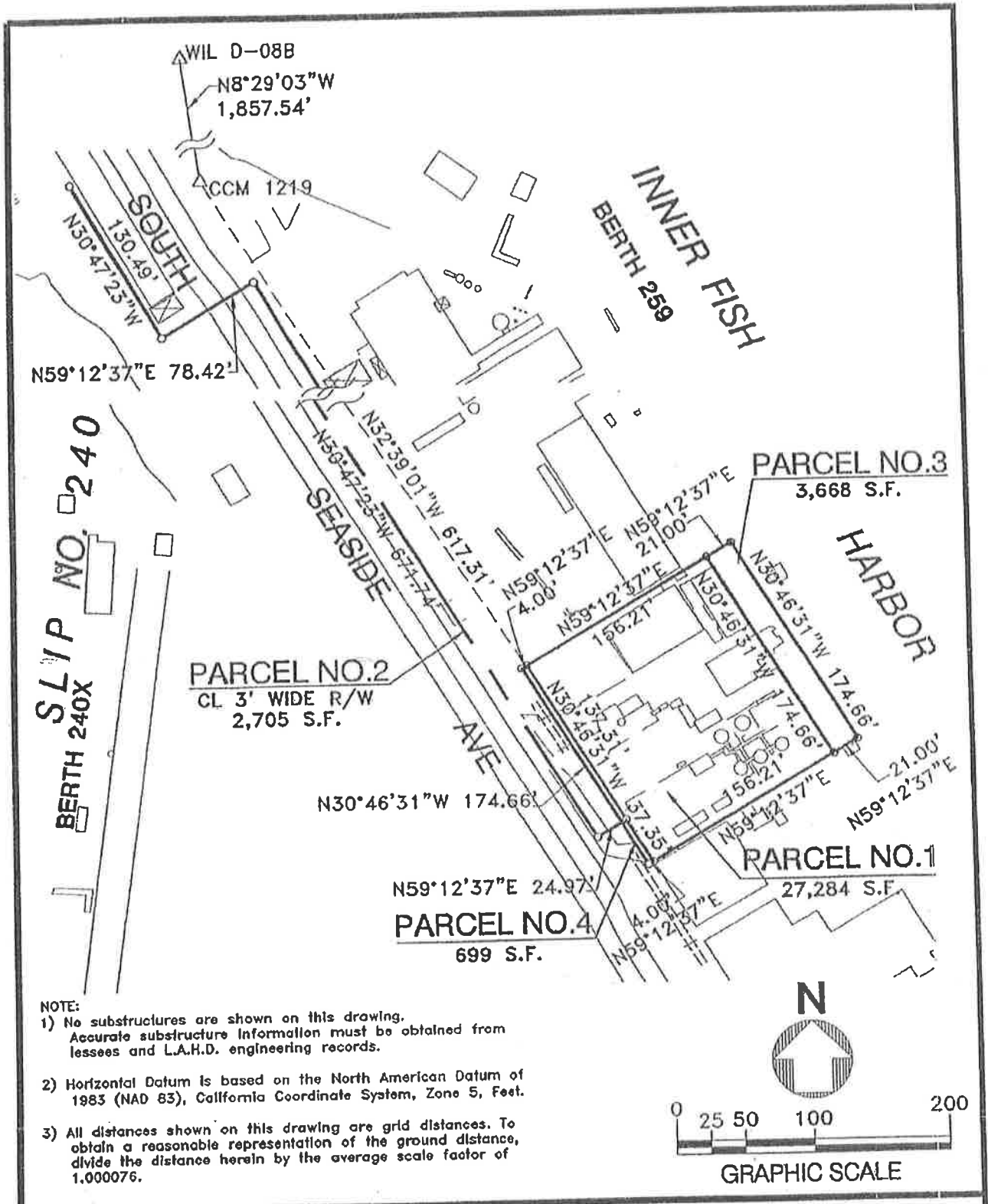
Attest: _____

Type/Print Name and Title

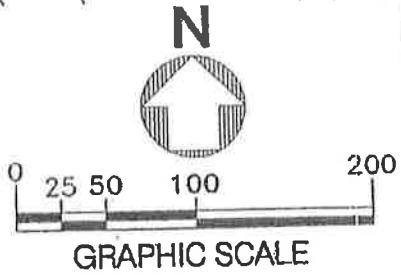
APPROVED AS TO FORM AND LEGALITY
_____, 2012
CARMEN A. TRUTANICH, City Attorney

By: _____
KENNETH F. MATTFELD, Deputy

KFM:jrs/pvt
3/22/12



- NOTE:
- 1) No substructures are shown on this drawing. Accurate substructure information must be obtained from lessees and L.A.H.D. engineering records.
 - 2) Horizontal Datum is based on the North American Datum of 1983 (NAD 83), California Coordinate System, Zone 5, Feet.
 - 3) All distances shown on this drawing are grid distances. To obtain a reasonable representation of the ground distance, divide the distance herein by the average scale factor of 1.000076.



POLAPROS_VBR.1_12/98
5-4472-1


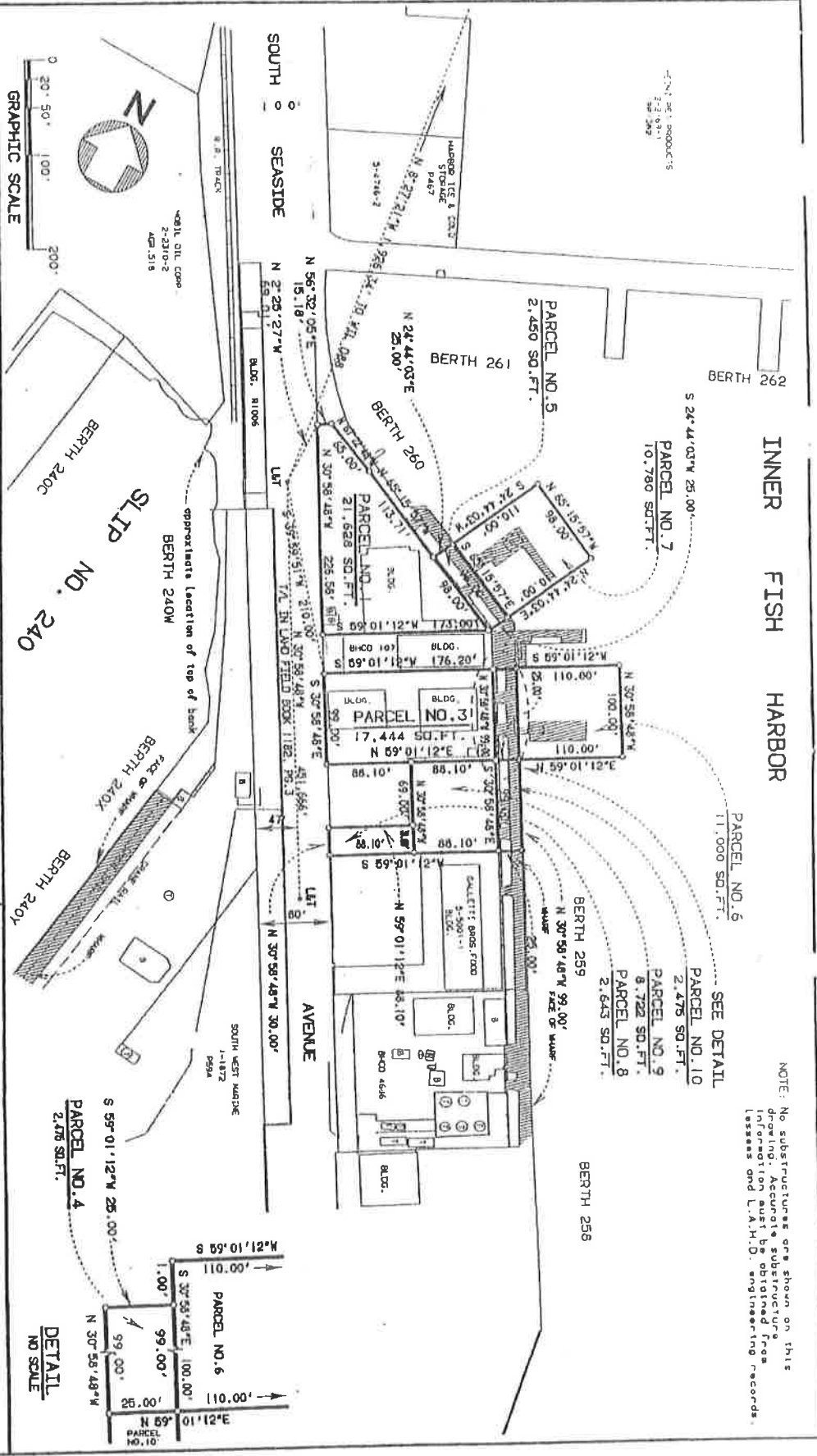
SCALE: 1"=100'	DATE:	RECOMMENDED FOR APPROVAL	PERMIT MAP - AUTHORITY NO. RP1464	
DRAWN: PSOMAS	DATE: 6/9/03	DESIGNED: PSOMAS	EXXON MOBIL OIL CORP.	
ENGR/ARCH	ASSISTING CHIEF ENGINEER	APPROVED	 THE PORT OF LOS ANGELES <small>ENGINEERING DEPARTMENT BOX 151 SAN PEDRO, CA 90731</small>	
DRAWING NUMBER: 5-4472-1				

EXHIBIT A

NOTE: No structures are shown on this drawing. Accurate structure information must be obtained from lessees and L.A.H.D. engineering records.



NO.	DATE	Drawn	Revisions	Checked	Approved	Scale	Date	Remarks
						1" = 100'		

PERMIT MAP - BERTH 259
G.P. RESOURCES, INC.
 WORLDPORT LA 45576
 EXHIBIT B

GRAPHIC SCALE
 0 50' 100' 200'

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.

- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

AFFIRMATIVE ACTION PROGRAM PROVISIONS

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it

AFFIRMATIVE ACTION PROGRAM PROVISIONS

registers to do business with the City. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;

AFFIRMATIVE ACTION PROGRAM PROVISIONS

4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

TRUCKS ENTERING AND LEAVING THE PORT MUST USE THE ROUTE SHOWN BELOW.
CAMIONES ENTRANDO Y SALIENDO EL PORTO DEVEN DE USAR LA RUTA INDICADO ABAJO.

Ruta designado de camión de carga

Designated Truck Route

at the Port of Los Angeles

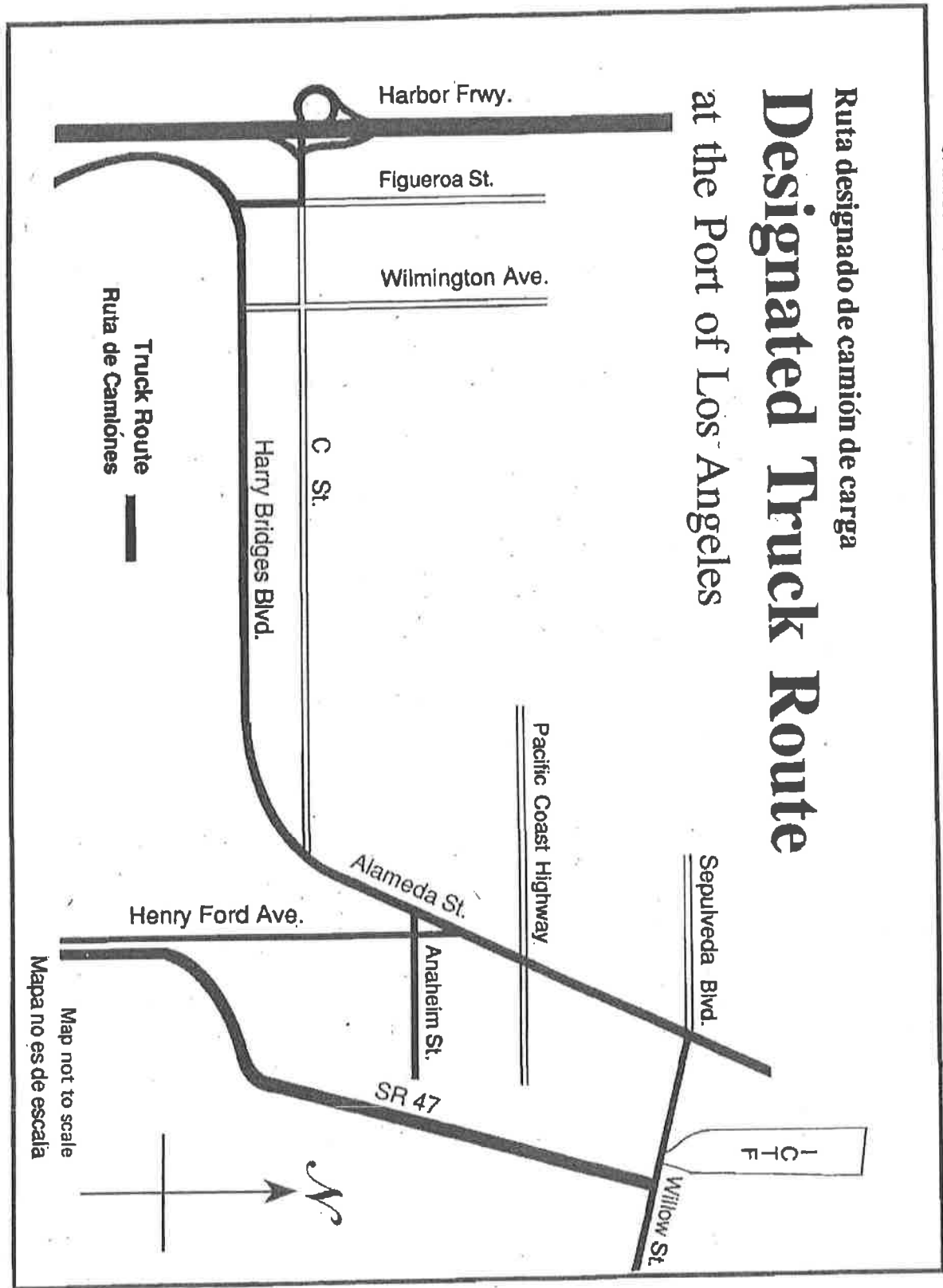


EXHIBIT E

Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring the protection of the City's property.

(c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

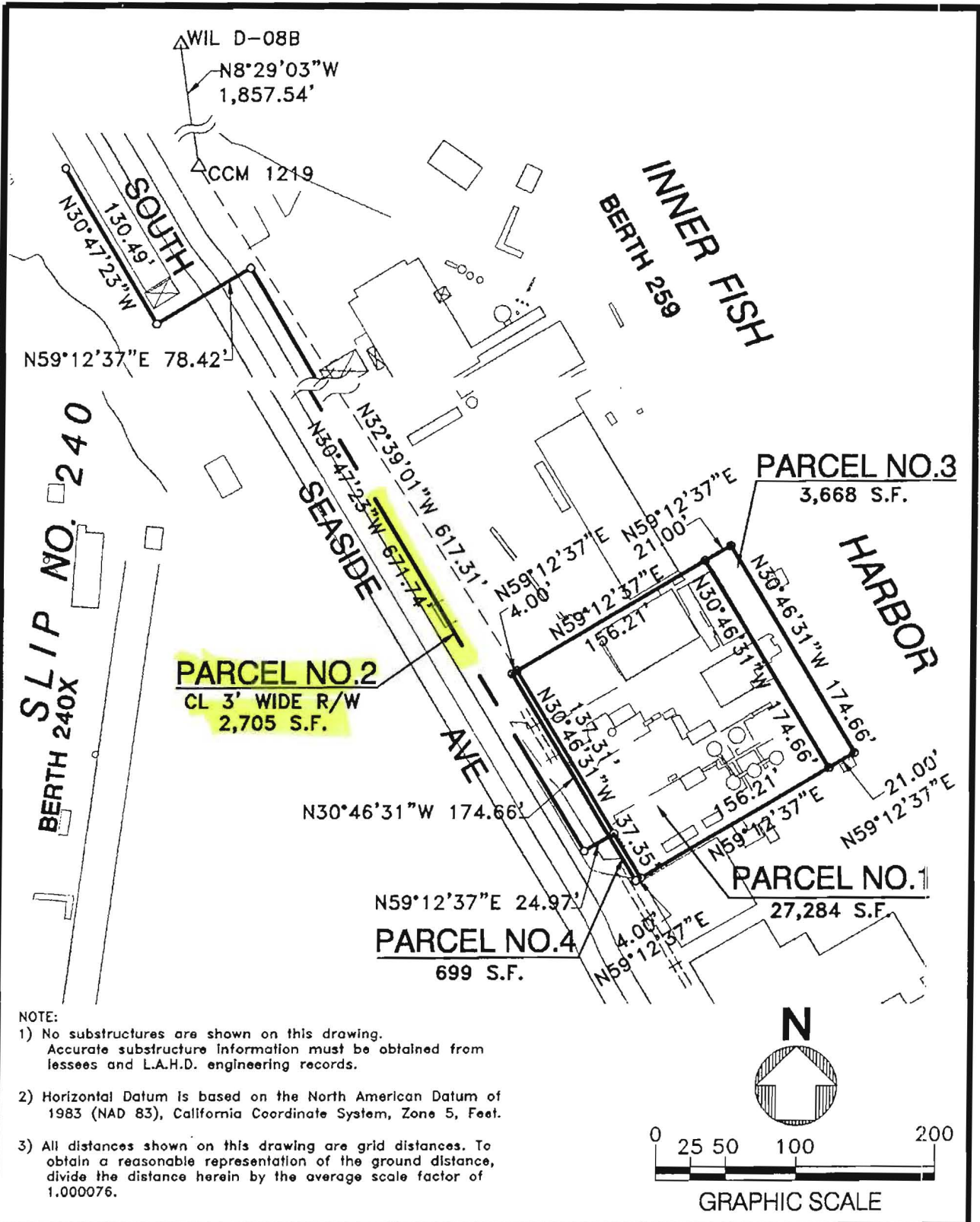
(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.



NOTE:

- 1) No substructures are shown on this drawing. Accurate substructure information must be obtained from lessees and L.A.H.D. engineering records.
- 2) Horizontal Datum is based on the North American Datum of 1983 (NAD 83), California Coordinate System, Zone 5, Feet.
- 3) All distances shown on this drawing are grid distances. To obtain a reasonable representation of the ground distance, divide the distance herein by the average scale factor of 1.000076.



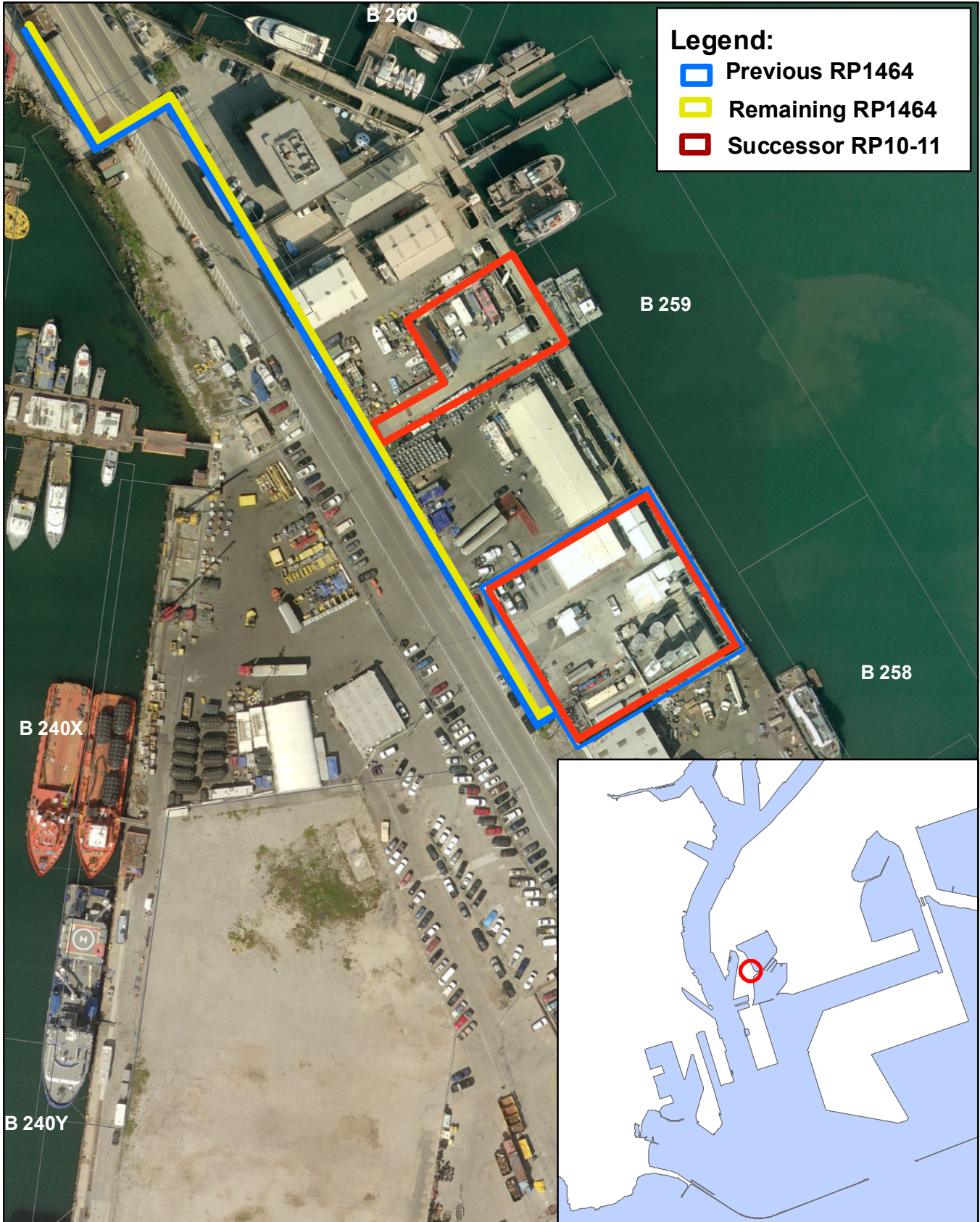
GRAPHIC SCALE

SCALE: 1"=100'	DATE: 7/7/03	RECOMMENDED FOR APPROVAL	PERMIT MAP - AUTHORITY NO. RP1464	
DRAWN: PSOMAS	CHECKED: PSOMAS	DESIGNED: PSOMAS	EXXON MOBIL OIL CORP.	
ENGR/ARCH	ASSISTANT-CHIEF HARBOR ENGINEER	APPROVED	THE PORT OF LOS ANGELES	
				DRAWING NUMBER 5-4472-1
				<small>ENGINEERING DIVISION P.O. BOX 157 SAN PEDRO, CA 90732-0157</small>

TRANSMITTAL 3

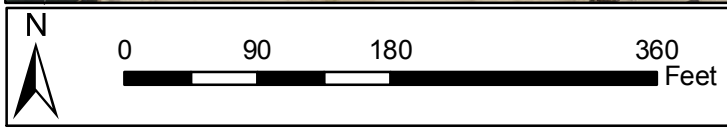
POLAPRO5_VER.1_12/96
5-4472-1

Exxon Mobil 4th Amendment to RP1464 and General Petroleum Successor RP10-11



Legend:

- Previous RP1464
- Remaining RP1464
- Successor RP10-11



Harbor Department
Planning and Economic Development
Map Produced 05/2012



TRANSMITTAL 4