

ASSIGNMENT AND ASSUMPTION AND FIRST AMENDMENT
TO MASTER JOINT REVOCABLE PERMIT NO. 09-18/HD-7930
WITH ZENITH ENERGY WEST COAST TERMINALS LLC

This Assignment and Assumption and First Amendment (“Assignment and Assumption and First Amendment”) to Master Joint Revocable Permit, City of Los Angeles Harbor Department No. 09-18 and City of Long Beach Harbor Department No. HD-7930 (the "Permit"), effective as of August 6, 2020, by and between the City of Los Angeles, a municipal corporation duly organized and existing under its charter and the constitution and laws of the State of California, and the City of Long Beach, a municipal corporation duly organized and existing under its charter and the constitution and laws of the State of California and Zenith Energy West Coast Terminals LLC (formerly known as Plains West Coast Terminals LLC). Except as may be amended herein, all definitions and terms in the Permit are incorporated by reference, and the term “Permittee” refers to Zenith Energy West Coast Terminals LLC whether under its present or former name.

WHEREAS:

- A. The Cities and Permittee entered into the Permit effective August 30, 2012;
- B. On or about January 10, 2020, Plains All American Pipeline, L.P. and Plains Marketing, L.P. (collectively “Plains”) executed a Membership Interest Purchase Agreement with Zenith Energy U.S., L.P. and Zenith Energy Terminal Holdings LLC (collectively “Zenith”) for the transfer of control and ownership of Plains West Coast Terminals LLC (“Plains West Coast”) from Plains to Zenith (the “Transaction”);
- C. On August 6, 2020, the State of California Public Utilities Commission approved Zenith’s acquisition of Plains West Coast Terminals LLC (CPUC Application 20-01-013/Decision 20-08-008) ;
- D. On October 15, 2020, the Transaction closed and Zenith became the owner of Plains West Coast;
- E. On or about October 16, 2020, Plains West Coast filed a Corporate Name Change Amendment with the State of California Secretary of State, changing its name from Plains West Coast Terminals LLC to Zenith Energy West Coast Terminals LLC;
- F. On or about November 10, 2020, Permittee filed a Statement of Information with the State of California Secretary of State declaring Zenith Energy Terminal Holdings LLC as the sole manager/member of Zenith Energy West Coast Terminals LLC;
- G. Pursuant to the terms and conditions of the Permit, the Permit cannot be assigned or transferred to another entity without the prior written consent of the Cities, and under the Permit, the ownership transfer of Plains West Coast Terminals LLC from Plains to Zenith constituted a technical assignment of the Permit;

- H. The Cities are willing to consent to the assignment and assumption of the Permit, effective October 15, 2020, under certain additional terms and conditions which are set forth herein and will constitute the First Amendment to the Permit; and
- I. Pursuant to Resolution No. _____ approved by the Board of Harbor Commissioners of the City of Los Angeles at its _____, 2021 meeting, and Resolution No. HD-_____ adopted by the Board of Harbor Commissioners of the City of Long Beach at its _____, 2021 meeting, the Cities are authorized to execute this Assignment and Assumption and First Amendment.

NOW THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. The Cities consent to the assignment and assumption of the Permit to Zenith Energy West Coast Terminals LLC, effective October 15, 2020 (“Permittee”), and Permittee hereby accepts such assignment and assumes all of the obligations under the Permit, agrees to be bound by all of its provisions thereof and to perform all of the obligations thereunder from and after the effective date of October 15, 2020.

- 2. Section 1.1 is deleted in its entirety and the following is substituted:

1.1 Permit Supplements. Permittee shall have the right to add and delete certain Permit Areas to this Permit and change uses of Permit Areas by requesting and acquiring approvals of such addition, deletion, or change in use from both Executive Directors. The Executive Directors shall have the right to execute Permit Supplements to this Permit for additions, deletions, or change of use of Permit Areas using rents based on rental rates described in Exhibit C, or as Exhibit C may be revised from time to time in accordance with Paragraph 3.2. Permit Supplements shall be effective upon last execution by the Executive Directors. Upon execution of any future Permit Supplement in substantially the form as shown in Exhibit F, attached hereto and incorporated herein (“Permit Supplement Template”), an Exhibit A(x) and Exhibit B(x) and where applicable Exhibit C(x) shall also be prepared and attached to the Permit. At the time of their preparation, such Exhibits A(x) and B(x) shall reflect the current facilities subject to this Permit.

- 3. The last sentence of Section 3.1 is deleted and the following is substituted:

The Permit Fee and other funds due pursuant to the Permit (including but not limited to the \$3,000 non-refundable processing fee due the Cities for this assignment pursuant to Paragraph 10 of the Permit) shall be made payable to Cal Pacific Land Services, Inc. Trust Account and delivered to the Cities’ designated property manager, which shall be Cal Pacific Land Services, Inc., 7245 Garden Grove Blvd., Ste. M, Garden Grove, CA 92841, or as otherwise instructed by written notice of the Executive Directors.

4. In Section 3.2 of the Permit, the phrase "Consumer Price Index for All Urban Consumers (base year 1982-84=100) for Los Angeles-Riverside-Orange County" is deleted and the phrase "Consumer Price Index for All Urban Consumers (base year 1982-84=100) for Los Angeles-Long Beach-Anaheim, CA" is substituted in its place.

5. Section 3.5 is deleted in its entirety and the following is substituted:

3.5 Security Deposit. Permittee shall provide a cash deposit, certificate of deposit, surety bond, irrevocable letter of credit or other form of security (the "Security Deposit") in the name of the Cities and acceptable to the Executive Directors and City Attorneys of the Cities in an amount equal to three months' rent or One Thousand Dollars (\$1,000.00), whichever is higher, as security for Permittee's faithful performance of its obligations under this Permit, including but not limited to the restoration of the Permit Areas and the removal of the Subsurface Facilities and Appurtenant Facilities (as defined in Paragraph 5.1) by Permittee as required by this Permit upon any termination, revocation or forfeiture of this Permit. The Cities shall pay no interest on the Security Deposit. If the financial condition of Permittee substantially changes such that Permittee may not be able to meet its restoration obligations, either Executive Director may require an increase of the Security Deposit.

6. Section 13 is deleted in its entirety and the following is substituted:

13. RAILROAD APPROVAL AND NOTICE, EMERGENCY NOTIFICATION.

13.1 Rail Carrier Approval. In non-emergency situations, Permittee shall obtain the written approval from the rail carriers that operate on the rail line traversing the Permit Areas ("Railroads") prior to the commencement of any work within the Permit Areas in connection with the construction, repair, renewal, modification, reconstruction, relocation or removal of the Subsurface Facilities and Appurtenant Facilities, excepting only periodic inspection of the Subsurface Facilities and Appurtenant Facilities. Permittee shall comply with all permits, notifications, protective and safety requirements imposed by the Railroads, and Permittee shall pay all associated costs. In addition, the Cities have included in this Permit, certain Safety Protocols, hereto attached as Exhibits D-1, D-2, and D-3. Permittee agrees to perform all safety precautions, approvals and notices associated with activities in the vicinity of the rail lines as set forth in Exhibits D-1, D-2, and D-3. Exhibits D-1, D-2, and D-3 may be updated from time to time by the Executive Directors or their designees upon fourteen (14) days written notice to Permittee.

P.O. Box 570
Long Beach CA 90801
Fax No.: (562) 283-7451

And: Executive Director
Los Angeles Harbor Department
425 South Palos Verdes Street
San Pedro, CA 90731
Fax No.: (310) 831-6936

With copies to: Director of Real Estate
Long Beach Harbor Department
P.O. Box 570
Long Beach CA 90801
Fax No.: (562) 283-7451

Port of Los Angeles
425 South Palos Verdes Street
Post Office Box 151
San Pedro, CA 90731
Attention: Director of Cargo/Industrial Real Estate
Fax No.: (310) 547-4611

Cal Pacific Land Services, Inc.
7245 Garden Grove Blvd., Ste. M
Garden Grove, CA 92841
Attn: Ports' Property Manager
Fax No.: (714) 799-0500

Or such other Property Management firm as may be designated by the Cities from time to time.

To Permittee: Zenith Energy West Coast Terminals LLC
3900 Essex Lane, Suite 700
Houston, TX 77027
Attn: Grady Reamer, VP Operations
713-395-6232 (Office and Fax)

With copies to: Zenith Energy West Coast Terminals LLC
3900 Essex Lane, Suite 700
Houston, TX 77027
Attn: Dana D. Love, General Counsel

713-395-6213 (Office and Fax)

Zenith Energy West Coast Terminals LLC
Attn: Franchises and Rights of Way
18000 Studebaker Road, Suite 960
Cerritos, CA 90703

Any party may change its address by notifying the other parties of the change of address in accordance with this Paragraph. Notice shall be deemed communicated upon delivery if personally served or given by facsimile transmission and within seventy-two (72) hours from the time of mailing if mailed as provided in this Paragraph.

10. Exhibit A of the Permit is deleted in its entirety and the attached Exhibit A-1 is substituted in its place. The Permit Fee of \$8,713.95 shown in Exhibit A-1 shall be the annual fee effective as of August 30, 2021 and is subject to increase pursuant to Paragraph 3.2 of the Permit.
11. Exhibit C of the Permit is deleted in its entirety and the attached Exhibit C-1 is substituted in its place.
12. Exhibit D-1 of the Permit is deleted in its entirety and the attached D-1 marked "September 18, 2015.Rev.13" is substituted in its place.
13. Exhibit D-2 of the Permit is deleted in its entirety and the attached D-2 marked "September 18, 2015.Rev.13" is substituted in its place.
14. Exhibit D-3 of the Permit is deleted in its entirety and the attached D-3 marked "September 18, 2015.Rev.13" is substituted in its place.
15. Exhibit E of the Permit is deleted in its entirety and the attached Exhibit E-1 is substituted in its place.
16. As a further condition precedent to this Assignment and Assumption and First Amendment becoming effective, Zenith Energy Terminals Holdings LLC, a Delaware limited liability company, has signed and furnished to the Cities, and shall keep in full force and effect, the guaranty set forth in Exhibit G attached hereto.
17. This Assignment and Assumption and First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
18. Except as amended herein, all remaining terms and conditions of Master Joint Revocable Permit No. 09-18/HD-7930 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this Assignment and Assumption And First Amendment to MJRP No. 09-18/HD-7930 on the date to the left of their signatures.

“PERMITTEE”

Zenith Energy West Coast Terminals LLC, a Delaware limited liability company, formerly known as Plains West Coast Terminals LLC

By: Zenith Energy Terminals Holdings LLC, a Delaware limited liability company

Nov. 29, 2021

By: [Signature]

Name: Dana D. Love

Title: Secretary & General Counsel

November 28, 2021

Attest: [Signature]

Name: Carlos A. Ruiz

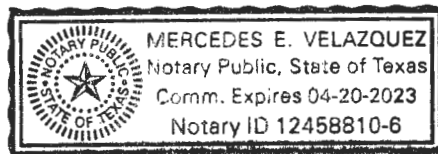
Title: Chief Financial Officer

State of Texas
County of Harris

I hereby certify that: Dana D. Love and Carlos A. Ruiz appeared before me on this 28 day of November, 2021 and signed this document before my presence.

[Signature]
Notary Public

4-20-2023
Commission Expires



“CITIES”

THE CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

_____, 2021

By: _____
Mario Cordero
Executive Director
Long Beach Harbor Department

Approved as to form this _____ day of _____, 2021

CHARLES PARKIN, City Attorney

By: _____
David R. Albers
Deputy City Attorney

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners

_____, 2021

By: _____
Eugene D. Seroka
Executive Director

Attest: _____
Amber M. Klesges
Board Secretary

APPROVED AS TO FORM AND LEGALITY

Dec 14 _____, 2021

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

By: _____
Heather M. McCloskey, Deputy

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Exhibit A-1

8/11/2021

Zenith Energy West Coast Terminals LLC
Facilities on Port of Long Beach/Port of Los Angeles
Jointly Owned Railroad Rights-of-Way

MJRP Index No.	Railroad Right of Way	Exhibit B Map No.	POLB No. HD-	Mile Post	Former Lease Audit No.	Date of Occupancy	Location	Name or Pipeline No.	Facility Description	Facility Status	Length (ft.)	Width (ft.)	Annual Fee (\$2,000 Minimum)	Notes
1	Alameda Corridor	B-1	5434-889	12.97	172300; SCE # 316575	8/8/1973	South of Dominguez St.	528	Subsurface: 16" high pressure oil pipeline	Active	110	5	\$2,178.49	
2	Alameda Corridor	B-2	5434-852	15.67	Audit # 152306; File # 19723	11/7/1966	Adjacent to Lomita Blvd.	532	Subsurface: 16" products pipeline in a 20" casing.	Active	65	5	\$2,178.49	
3	Alameda Corridor	B-2	5434-852	15.67	Audit # 152306; File # 19723	24418	Adjacent to Lomita Blvd.	517	Subsurface: 16" oil pipeline	Active	65	5	\$2,178.49	
4	San Pedro Branch	B-3	5438-114	19.68	95105; CLD 15722	5/22/1967	South of Columbia St.	515	Subsurface: 16" oil pipeline	Active	80	5	\$2,178.49	
5	San Pedro Branch	B-4	5438-194	21.34			SCE ROW North of Grant St.	529	Subsurface: 16" fuel oil pipeline	Active	84	5	\$0.00	No fee due. SCE has prior rights.
6	San Pedro Branch	B-4		21.34			SCE ROW North of Grant St.	536	Subsurface: 24" fuel oil pipeline	Active	84	5	\$0.00	No fee due. SCE has prior rights.
											Total		\$8,713.95	

EXHIBIT C-1

PERMIT FEE - RENTAL RATES

Surface: Rental rate is \$3.20 per square foot per year.

Subsurface: Rental rate is \$1.60 per square foot per year.*

Aerial: Rental rate is \$1.60 per square foot per year.*

* calculated at 50% of surface rental rate.

Notes:

1. All rates are subject to adjustments as defined in Paragraph 3.2, Adjustment, and 3.3, Annual Adjustment, of this Permit.
2. All rental amounts for all crossings are subject to a minimum annual rental amount of \$2,000 per crossing or as shown on Exhibit A hereof.

EXHIBIT D-1

LOS ANGELES
CALIFORNIA

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

LONG BEACH
CALIFORNIA

Alameda Corridor Transportation Authority Right-of-Way Work Permit Protocols

The Alameda Corridor Transportation Authority (ACTA) railroad right-of-way (“Railroad Property”) is owned by the Harbor Departments of the Cities of Los Angeles and Long Beach (“Ports”). The Work Permit Protocols set out below are applicable to the Permittee and any of its contractors, agents or other parties entering the right-of-way pursuant to the Permit.

The work contemplated must be permitted either under a Joint Ports issued Revocable Permit or under a permit issued by the railroad which previously sold the right of way to the Ports. The Ports must review and approve the Railroad Work Plan described below prior to commencement of work.

1.0 Conditions for Physical Access to the Railroad Property.

All Permittees, whether under an existing permit or a newly issued Joint Revocable Permit (JRP) must conform to the following conditions for physical access to the Railroad Property.

1.1 ACTA is responsible for track integrity within the Railroad Property. Permittee is responsible for any damage to the existing track or right-of-way due to any construction, alteration and/or operations. A pre-inspection of the site prior to work is required to verify existing conditions.

The Permittee or its Contractor shall mark the rails and Railroad Property lines at the centerline of the proposed casing and 10’ north and 10’ south of the casing centerline. Elevations shall be shot, under the direction of a licensed land surveyor, at the property lines and each rail along each of the three reference lines. A numbering scheme, plan schematic, horizontal coordinates and spreadsheet shall be developed and provided to record elevations on each day that elevations are checked, as noted below.

Threshold limits within the ACTA right-of-way are 0.25” of movement of rail (horizontal or vertical). If it is determined that settlement or movement exceeds these threshold limits, the Contractor and ACTA flagger on-site shall be immediately notified. The Contractor shall suspend all operations until site conditions are reassessed and remediation is coordinated with Permittee or its Contractor and ACTA.

Monitoring of settlement shall be performed at minimum intervals as follows:
a) once before construction, b) daily during the passage of boring/jacking/drilling activities under the RR tracks, c) the day thereafter, d) 14 days thereafter, and e) 30 days after the completion of boring/jacking/drilling activities under the railroad tracks.

EXHIBIT D-1

- 1 Reports of the lateral and elevation readings shall be submitted to ACTA and
2 Cal Pacific after the completion of construction, after the survey reading on
3 the 14th day, and after the survey reading on the 30th day.
4
- 5 1.2 A Railroad Work Plan shall be submitted to the Ports and ACTA at least 14
6 days prior to any work for approval of any access to the Railroad Property. A
7 copy of the required Work Plan is included as Attachment 2.
- 8 1.3 The Permittee or their Contractor must make arrangements for access with
9 ACTA's Manager of Corridor Rail Facilities (see Attachment 1). Failure to do
10 so or failure to abide by his/her requirements and instructions will be cause for
11 termination of the JRP/license and will result in personnel being removed
12 from the right-of-way.
- 13 1.4 At the Ports' or ACTA's discretion, a full time qualified inspector employed
14 by the Ports, Ports' Property Manager or ACTA and paid by the entity
15 requiring access for any work or access to the Ports owned Railroad Property
16 may be required.
- 17 1.5 Daily written email or faxed reports of work within the Railroad Property shall
18 be required. These reports will include all activity within the railroad right-of-
19 way (including work force, equipment, date/time, and actual work performed)
20 and a description of any injuries, accidents, or unusual circumstances which
21 occur. The Ports' Property Manager shall distribute the daily reports to ACTA
22 and Ports.
- 23 1.6 Any work within 25 feet measured perpendicular from centerline of the
24 nearest track (including the length of crane boom) within the railroad right-of-
25 way shall require a Flagperson. This includes above and below ground work.
26 The Flagperson shall be provided by ACTA and paid for by the entity doing
27 work or requiring access to the Railroad Property. The request for a
28 Flagperson shall require no less than a 14-day advance written notice to
29 ACTA from the entity doing work or requiring access. ACTA will provide a
30 Flagperson at their own discretion. The ACTA contact for a Flagperson on the
31 ACTA railroad right-of-way shall be the Construction and Maintenance
32 Manager (see Attachment 1).
- 33 1.7 Daily contact shall be required between ACTA and the entity doing work or
34 access to the Railroad Property. The ACTA contact is the Construction and
35 Maintenance Manager.
36
- 37 1.8 All excavations shall be continuously shored. Temporary shoring shall be
38 designed for a minimum of E80 loading using AREMA standards and the
39 method of shoring shall be approved by ACTA's Engineer or subcontractor at
40 Permittee's expense. The shoring plans shall be included in the Railroad
41 Work Plan submitted by the permittee or their sub-contractor.

EXHIBIT D-1

1 1.9 All work shall be performed during daylight hours, Monday through Friday,
2 unless approved otherwise in writing by the Ports and ACTA. Work shall
3 progress in a manner so that all work shall be completed in the least possible
4 time.

5 1.10 Temporary Horizontal Construction Clearances

6 A minimum temporary horizontal construction clearance of 12 feet, measured
7 perpendicular or normal from the centerline of the nearest track to all physical
8 obstructions including but not limited to formwork, stockpiled materials,
9 parked equipment, bracing or other construction supports, shall be provided.
10 Temporary horizontal construction clearance shall provide space for drainage
11 ditches parallel to the standard roadbed section or provide an alternative
12 system that maintains positive drainage. Greater clearances may be required
13 for special cases to satisfy local operating conditions such as required sight
14 distance for signals. All access roads along the right-of-way shall remain
15 unobstructed at all times so that maintenance and emergency vehicles may
16 pass unrestricted through work areas. The work and storage areas shall be
17 kept free of tripping hazards at all times. All excavated materials shall be
18 stockpiled in an area approved in writing by the Ports and ACTA. The
19 temporary horizontal clearances are subject to local operating requirements
20 and ACTA approval. All walkway shall be maintained be in compliance with
21 California Public Utilities Commission regulations at all times.

22 1.11 Temporary Vertical Clearances

23 A minimum temporary vertical construction clearance of 22 feet 6 inches
24 measured above top of rail for all tracks shall be provided. The temporary
25 vertical clearance shall not be violated due to deflection of formwork. Greater
26 temporary vertical clearances may be required. The temporary vertical
27 clearances are subject to local operating requirements and ACTA approval.

28 1.12 All personnel of the Permittee and or its Contractors and/or subcontractors
29 shall possess a valid railroad Roadway Worker Card if work is to be
30 performed within 25 feet of the nearest track and shall abide by all safety rules
31 and instructions from the Flagperson and the Ports and/or ACTA Engineers.
32 Public safety and safeguarding the tracks and the trains that operate on those
33 tracks are paramount. Work over or near the tracks will require one or more
34 of the following personnel at the Ports and/or ACTA's sole discretion and at
35 the Permittee's cost.

36 1.12.1 Flagperson, Signal Maintainer, Inspector, and/or Engineer:
37 Requires a 14-day advance written notice and will be
38 provided at the current ACTA rate to be provided at time of
39 service.

EXHIBIT D-1

- 1 1.12.2 ACTA Approval: Before entering upon or performing work
2 of any kind on the permit area, Permittee shall obtain the
3 written approval of ACTA for the permit area. Permittee
4 shall comply with all permit, notification, protective, and
5 safety requirements imposed by ACTA, and Permittee shall
6 pay all associated costs.
- 7 1.13 The Permittee or Permittee's representative will keep a copy of the Ports'
8 fully executed agreement, exhibits and all attachments including a complete
9 Railroad Work Plan at the job site at all times during construction on the
10 Railroad Property. Failure to provide the necessary information or documents
11 at the job-site will result in the removal of the Permittee, their employees and
12 equipment from the Railroad Property.
- 13 1.14 A final job walkthrough shall be provided within 14 days upon written
14 notification to the Ports and ACTA of completion of the work. ACTA and
15 Permittee shall prepare a list of the items remaining to be completed. The
16 Permittee shall promptly remedy the defective and/or uncompleted portions of
17 the work to ACTA's satisfaction. The ACTA contact is the Manager of
18 Corridor Rail Facilities. Written confirmation shall be provided to the Ports
19 and ACTA that all items of the final job walkthrough have been completed to
20 the satisfaction of ACTA. Failure to promptly complete the final job
21 walkthrough list of items remaining to be completed shall result in the work
22 being completed by ACTA and Permittee shall pay all associated costs.
- 23 1.15 Permittee shall provide "As-built" drawings to ACTA with copies to the Ports
24 and the Ports' Property Manager within thirty (30) days upon completion of
25 the work, and will update them to reflect any future changes and supply copies
26 to the Ports. The ACTA contact for the "As-builts" is the Project Coordinator
27 (see Attachment 1).
- 28 1.16 All excavation/jacking/boring operations shall be observed for the presence of
29 petroleum products, chemicals, or contaminated soil. Deeply discolored soil or
30 suspected contaminated soil shall be segregated from uncontaminated soil;
31 suspected contaminated soil and related materials shall be sampled and tested
32 for classification in accordance with applicable regulatory requirements and
33 shall be disposed of in accordance with such requirements.
- 34 1.17 The construction procedures for jacking/boring under the railroad tracks shall
35 be included in the Railroad Work Plan.
- 36 1.18 The Contractor shall install a warning marker over the pipeline at each end of
37 the rail right-of-way as approved by ACTA.
38

EXHIBIT D-1

1 1.19 Design and construction shall comply with Ports' Rail Property Pipeline
2 Crossing Application conditions and AREMA Part 5, Section 5.1 requirement
3 for pipes carrying flammable liquids.
4

5 1.20 The following additional attachments are provided with this Exhibit: Contact
6 List (Attachment 1) and Railroad Work Plan (Attachment 2). The Contact List
7 is current as of the effective date of the Permit, however, during the term of
8 the Permit Permittee shall be obligated to verify the accuracy of Attachment 1
9 by contacting Ports' Property Manager and requesting verification.

10 Written Notices to the Agencies may be made to the following Entities:

11 Port of Long Beach
12 415 W. Ocean Blvd.
13 Long Beach, CA 90802
14 Attention: Director of Real Estate
15 Fax No. 562-283-7761
16

17 Port of Los Angeles
18 425 South Palos Verdes Street
19 San Pedro, CA 90731
20 Attention: Director of Cargo/Industrial Real Estate
21 Fax No. 310-547-1725
22

23 Alameda Corridor Transportation Authority
24 3760 Kilroy Airport Way, Suite 200
25 Long Beach, CA 90806
26 Attn: Chief Executive Officer
27 Fax No. 562 247-7090
28

29 Cal Pacific Land Services, Inc. (Ports' Property Manager)
30 7245 Garden Grove Blvd., Ste. M
31 Garden Grove, CA 92841
32 Attn: Ports' Property Manager
33 Fax No. 714-799-0500
34

35 Or such other property management firm as may be designated by the Ports
36 from time to time.

37 These protocols are approved as of September 18, 2015.

**EXHIBIT D-1
(Attachment 1)**

LOS ANGELES
CALIFORNIA

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

LONG BEACH
CALIFORNIA

Alameda Corridor Track Contact List – July, 2020

1. Alameda Corridor Transportation Authority:

- Chief Executive Officer: Michael Leue (562) 247- 7080, cell (562) 253-2089, mleue@acta.org
- Project Coordinator: Jorge Pantoja (562/247-7074), cell (562/335-8528), pantoja@trenchteam.com
- Construction and Maintenance Manager: Manny Hernandez (562/247-7073), cell (323/855-8068), hernandez@trenchteam.com
- Environmental Manager: Elaine Silvestro (562/247-7087), cell (310/650-3359), silvestro@trenchteam.com

2. Badger Bridge

- For Alameda Corridor Emergency, also call: (310/830-0660)

3. Railworks Track Services

- For Alameda Corridor Emergency, also call: Eddie Garcia (424)347-2121
- Railworks Area Operations Manager: Eric Goetschel (815) 791-8683
- Railroad Crossing/Signals: Mike Mejia (310) 961-1122

4. Port of Long Beach

- Real Estate: Debra Shepack (562/283-7459) debra.shepack@polb.com
- Real Estate: Mari Takahashi (562/283-7458) mari.takahashi@polb.com
- Rail Operations: Carlo Luzzi (562/283-7278) carlo.luzzi@polb.com

5. Port of Los Angeles

- Real Estate: Regner Globus, (310/732-3291) rglobus@portla.org
- Engineering: Dave Walsh (310/732-3639) dwalsh@portla.org
- Rail Operations: Guillermo Martinez (310/732-3090) gmartinez@portla.org

6. Cal Pacific Land Services, Inc.

- Chuck Wadell: 714/799-0900 (714/679-9091 cell) cwadell@calpacland.com

This Contact List may change from time to time. Permittee shall be at all times responsible for contacting Cal Pacific, the Ports' Property Manager, for the most current list.

**EXHIBIT D-1
(Attachment 2)**

LOS ANGELES
CALIFORNIA

ALAMEDA CORRIDOR
TRANSPORTATION AUTHORITY

LONG BEACH
CALIFORNIA

Alameda Corridor Railroad Work Plan – Date: _____

**REQUIREMENTS WHEN WORKING WITHIN, ADJACENT TO, ABOVE, OR
BENEATH RAILROAD RIGHT-OF-WAY**

START DATE: _____

DURATION (Start & End Date): Start on _____ and End on _____

TRACK LOCATION: Track number _____ Track located
_____ (See attached plan.)

START & STOP TIMES: Begin each day at _____ and end at _____

DESCRIPTION OF WORK: The work includes

_____ (See attached plan.)

WORK CREW: The work will be performed by _____. The equipment used
will be _____.

PURCHASE ORDER NUMBER (Attach Approved Joint Revocable Permit) _____

SAFETY PROTECTION:

The Railroad Work Plan is submitted fourteen (14) days in advance of any work within twenty five (25) feet of track centerline. ACTA will confirm if a Flagperson or watchman is required.

If a Flagperson is required or if equipment is within twenty five (25) feet from the nearest track measured perpendicular to the centerline, then flagging will be provided by ACTA. When a Flagperson is required, a new work plan request will be submitted to ACTA a minimum of fourteen (14) working days prior to any work being performed. The Railroad track closure will be at the full discretion of ACTA and the railroads which operate on ACTA tracks. The ACTA primary contact is the Environmental Manager (562/247-7087, cell (310/650-3359). The ACTA secondary contact is the Project Coordinator (562/247-7074, cell (562/335-8528).

If an Inspector is required by ACTA or the Ports, the charges relating to such Inspector will be paid for by the Permittee or Permittee's Contractor. Inspection will be arranged by ACTA.

EXHIBIT D-1
(Attachment 2)

- 1 **Note:** The Contractor shall submit the Railroad Work Plan to Cal Pacific Land Services, Inc., the
- 2 Ports' Property Manager (714/799-0900). All related permits shall be obtained prior to
- 3 submitting the Railroad Work Plan.

EXHIBIT D-2

LOS ANGELES
CALIFORNIA

PACIFIC HARBOR
LINE, INC.

LONG BEACH
CALIFORNIA

Pacific Harbor Line, Inc. Railroad Right-of-Way Work Permit Protocols

The Pacific Harbor Line, Inc. (PHL) operated railroad right-of-way ("Railroad Property") is owned by the Harbor Departments of the Cities of Los Angeles and Long Beach (Ports). The Work Permit Protocols set out below are applicable to the Permittee and any of its contractors, agents or other parties entering the Railroad Property pursuant to the Permit.

The Ports shall review and issue the revocable permit and Railroad Work Plan (RRWP).

1.0 Conditions for Physical Access to the Railroad Property:

All Permittees, whether under an existing license or Permit or a newly issued Permit must conform to the following conditions for physical access to the Railroad Property.

- 1.1 PHL is responsible for track integrity within the Railroad Property. Permittee is responsible for any damage to the existing track or right-of-way due to any construction, alteration and/or operations. A pre-inspection of the site prior to work is required to verify existing conditions. The Permittee and/or Contractor acknowledge that trains and/or locomotives may be expected at any time and on any track. The Contractor shall report any accidents, injuries, track defects within the Railroad Property to PHL and the Ports by the first available means of communication.
- 1.2 A Railroad Work Plan (RRWP) shall be submitted to the Ports' Real Estate and Engineering Divisions at least 14 days prior to any work taking place in order to receive approval for access to the Railroad Property. A sample Work Plan is included with this Exhibit as Attachment 2.
- 1.3 Upon approval of the RRWP the Permittee or their Contractor shall make arrangements for access with PHL's Roadmaster (see Attachment 1 Contact List). Failure to do so or failure to abide by his/her requirements and instructions will be cause for termination of the Permit/license and will result in personnel being removed from the Railroad Property.
- 1.4 A full time qualified inspector employed by the Ports or the Ports' Property Manager and paid by the entity requiring access for any work or access to the Railroad Property shall be required.
- 1.5 Daily written email or faxed reports of work within the Railroad Property shall be required. These reports will include all activity within the railroad right-of-way

EXHIBIT D-2

(including work force, equipment, date/time, and actual work performed) and a description of any injuries, accidents, or unusual circumstances which occur. The Ports' Property Manager shall distribute the daily reports to PHL and the Ports.

- 1.6 For any work or equipment within, or the potential to be within, ten (10) feet measured from the track centerline shall require a PHL Railroad Flagperson paid by the Permittee or Contractor to PHL. This includes above and below ground work. The Flagperson shall be provided by PHL and paid for by the entity doing work or requiring access to the Railroad Property. The PHL contact for any Flagperson on the PHL operated right-of-way shall be the Roadmaster (see Attachment 1 Contact List).
- 1.7 Daily contact shall be required between PHL and the entity doing work or accessing the Railroad Property. The PHL contact is the Roadmaster.
- 1.8 All excavations shall be continuously shored. Shoring shall be designed for a minimum of E80 loading using AREMA standards, and the method of shoring shall be approved by Ports' Engineering Staff or subcontractor at Permittee's expense. The shoring plans shall be included in the RRWP by the permittee or their sub-contractor.
- 1.9 All work shall be performed during daylight hours, Monday through Friday, unless approved otherwise in writing by the Ports and PHL. Work shall progress in a manner so that it shall be completed in the least possible time.
- 1.10 No material or equipment shall be stored, stacked or parked within 10 feet of any track centerline (or the nearest rail). The work and storage areas shall be kept free of tripping hazards at all times. All excavated material shall be stockpiled in an area approved in writing by the Ports and PHL.
- 1.11 A minimum temporary vertical construction clearance of 22 feet 6 inches measured above top of rail for all tracks shall be provided. The temporary vertical clearance shall not be violated due to deflection of formwork. Greater temporary vertical clearances may be required. The temporary vertical clearances are subject to local operating requirements and PHL approval.
- 1.12 The Permittee and/or its Contractors shall abide by all safety rules and instructions from the PHL Flagperson and the Ports' Engineers. Public safety and safeguarding the tracks and the trains that operate on those tracks are paramount. Work over or near the tracks will require one or more of the following personnel at the Ports and/or PHL's sole discretion and at the Permittee's cost (Flagperson, Signal Maintainer, Inspector and/or Engineer).
- 1.13 The Permittee or Permittee's representative will keep a copy of the Ports' fully executed agreement, Permit(s), exhibits and all attachments including a complete Railroad Work Plan at the job site at all times during construction on the Railroad

EXHIBIT D-2

Property. Failure to provide the necessary information or documents at the job-site will result in the removal of the Permittee, its employees, contractors, and equipment from the Railroad Property.

- 1.14 The Permittee or its Contractor shall mark the rails and RR property lines at the centerline of the proposed casing and 10' north and 10' south of the casing centerline. Elevations shall be shot, under the direction of a licensed land surveyor, at the property lines and each rail along each of the three reference lines. A numbering scheme, plan schematic, horizontal coordinates and spreadsheet shall be developed and provided to record elevations on each day that elevations are checked as noted below.

Threshold limits within the Ports' right-of-way are 0.25" of movement of rail (horizontal or vertical). If it is determined that settlement or movement exceeds these threshold limits, the Contractor and PHL flagger on-site shall be immediately notified. The Contractor shall suspend all operations until site conditions are reassessed and remediation is coordinated by Permittee or its Contractor with Ports' Property Manager and PHL.

Monitoring of settlement shall be performed at minimum intervals as follows: a) once before construction, b) daily during the passage of boring/jacking activities under the RR tracks, c) the day thereafter, d) 14 days thereafter, and e) 30 days after the completion of boring/jacking activities under the RR tracks.

Reports of the lateral and elevation readings shall be submitted to the Ports' Property Manager, currently Cal Pacific Land Services, Inc., after the completion of construction, after the survey reading on the 14th day, and after the survey reading on the 30th day.

- 1.15 A final job walkthrough shall be provided 14 calendar days after the completion of the work. The final job walkthrough shall be confirmed in writing upon completion. The PHL contact is the Roadmaster. Written confirmation shall be provided to the Ports and PHL.
- 1.16 Permittee shall provide "As-built" drawings to the Ports within thirty (30) days after completion of the work; and will update them to reflect any future changes and supply copies to the Ports.
- 1.17 The following attachments are provided with this Exhibit: Contact List (Attachment 1) and Railroad Work Plan (Attachment 2). The Contact List is current as of the effective date of the Permit, however, during the term of the Permit, Permittee shall be obligated to verify the accuracy of Attachment 1 by contacting Ports' Property Manager and requesting verification.

EXHIBIT D-2

- 1.18 All excavation/jacking/boring operations shall be observed for the presence of petroleum products, chemicals, or contaminated soil. Deeply discolored soil or suspected contaminated soil shall be segregated from uncontaminated soil; suspected contaminated soil and related materials shall be sampled and tested for classification in accordance with applicable regulatory requirements and shall be disposed of in accordance with such requirements.
- 1.19 Construction procedures for jacking/boring/drilling under the railroad tracks shall be included in the RRWP.
- 1.20 The Contractor shall install a warning marker over the pipeline at each end of the Ports' right-of-way.
- 1.21 Design and construction shall comply with Ports' Rail Property Pipeline Crossing standards and AREMA Part 5, Section 5.1 requirement for pipes carrying flammable liquids.

Written notices to the Agencies may be made to the following entities:

Port of Long Beach
415 W. Ocean Blvd.
Long Beach, CA 90802
Attention: Director of Real Estate
Fax No. 562-283-7761

Port of Los Angeles
425 South Palos Verdes Street
San Pedro, CA 90731
Attention: Director of Cargo/Industrial Real Estate
Fax No.: 310-547-1725

Chief Engineer
Pacific Harbor Line, Inc.
705 N. Henry Ford Avenue
Wilmington, CA 90744
Fax No.: 310-513-6789

Cal Pacific Land Services, Inc. ("Ports' Property Manager")
7245 Garden Grove Blvd., Ste. M
Garden Grove, CA 92841
Attn: Ports' Property Manager
Fax No.: 714-799-0500

EXHIBIT D-2

Or such other property management firm as may be designated by the Ports from time to time.

These protocols are approved as of September 18, 2015.

**EXHIBIT D-2
(Attachment 1)**

**LOS ANGELES
CALIFORNIA**

**PACIFIC HARBOR
LINE, INC.**

**LONG BEACH
CALIFORNIA**

Pacific Harbor Line Track Contact List

1. Pacific Harbor Line, Inc:

- Chief Engineer: Monte Stokes, (310/984-5780), mstokes@anacostia.com
- Roadmaster: Jose Rodriguez (310-984-5778), jrodriguez@anacostia.com

2. Badger Bridge

- For PHL Emergency, also call: 310/830-0660

3. Highball Signal

- For PHL Emergency, also call: 310/961-1122

4. Port of Long Beach

- Real Estate: Mari Takahashi (562/283-7458), mari.takahashi@polb.com
- Real Estate: Debbie Shepack (562/283-7459), debra.shepack@polb.com
- Rail Operations: Carlo Luzzi (562/283-7278), carlo.luzzi@polb.com

5. Port of Los Angeles

- Real Estate: Regner Globus, (310/732-3291) rglobus@portla.org
- Engineering: Dave Walsh (310/732-3639) dwalsh@portla.org
- Rail Operations: Guillermo Martinez (310/732-3090) gmartinez@portla.org

6. Cal Pacific Land Services, Inc.

- Charles Wadell (714/799-0900 or 714/679-9091 cell) cwadell@calpacland.com

This Contact List shall change from time to time. Permittee shall be at all times responsible for contacting Cal Pacific Land Services, Inc. for the most current list.

**EXHIBIT D-2
(Attachment 2)**

OS ANGELES
CALIFORNIA

PACIFIC HARBOR
LINE, INC.

LONG BEACH
CALIFORNIA

Pacific Harbor Line, Inc. Railroad Work Plan – Date: _____

**REQUIREMENTS WHEN WORKING WITHIN, ADJACENT TO, ABOVE, OR
BENEATH RAILROAD RIGHT-OF-WAY**

START DATE: _____

DURATION (Start & End Date): Start on _____ and End on _____

TRACK LOCATION: Track number _____ Track located
_____ (See attached plan.)

START & STOP TIMES: Begin each day at _____ and end at _____

DESCRIPTION OF WORK: The work includes

_____ (See attached plan.)

WORK CREW: The work will be performed by _____. The equipment used
will be _____.

PURCHASE ORDER NUMBER (Attach Approved Joint Revocable Permit) : _____

SAFETY PROTECTION:

The Railroad Work Plan (RRWP) is submitted to the Ports' Property Manager within a minimum of fourteen (14) calendar days in advance of any work within twenty five (25) feet of track centerline. This fourteen (14) calendar day notice starts upon receipt and confirmation of the Work Plan by the Ports' Property Manager. The Ports and PHL will confirm if a Flagperson is required.

If a Flagperson is required, or if equipment is within or has the potential to be within, ten (10) feet from the track centerline or has the potential to foul the track, then flagging will be provided by PHL only and paid by the Permittee or Permittee's Contractor. The PHL primary contact is the Roadmaster (310/984-5778). The PHL secondary contact is the Chief Engineer (310/984-5780).

If an Inspector is required by the Ports, the charges relating to such Inspector will be paid for by the Permittee or Permittee's Contractor. Inspection will be arranged by the Ports' Property Manager.

Note: The Contractor shall submit the Work Plan to Cal Pacific Land Services, Inc., the Ports' Property Manager (714/799-0900) The Ports' Property Manager will submit the Railroad Work Plan to the respective Ports' Engineering Departments for review and approval. All related permits shall be obtained prior to submitting the Work Plan.

EXHIBIT D-3

**LOS ANGELES
CALIFORNIA**

**UNION PACIFIC
RAILROAD COMPANY**

**LONG BEACH
CALIFORNIA**

UPRR San Pedro Branch Railroad Right-of-Way Work Permit Protocols

The former Union Pacific Railroad Company (UPRR) San Pedro Branch railroad right-of-way (“Railroad Property”) is owned by the Harbor Departments of the Cities of Los Angeles and Long Beach (Ports). It is operated pursuant to agreements dated December 22, 1994 between the Ports and the UPRR. The Work Permit Protocols set out below are applicable to the Permittee and any of its contractors, agents or other parties entering the right-of-way pursuant to the Permit.

1.0 Conditions for Physical Access to the Railroad Property:

All Permittees, whether under an existing permit or a newly issued MJRP must conform to the following conditions for physical access to the Railroad Property.

1.1 The UPRR is responsible for track integrity within the railroad right-of-way. Permittee is responsible for any damage to the existing track or right-of-way due to any construction, alteration and/or operations. A pre-inspection of the site prior to work is required to verify existing conditions. The Permittee and/or Contractor acknowledge that trains and/or locomotives may be expected at any time and on any track. The Contractor shall report any accidents, injuries, track defects within the railroad right-of-way to the UPRR and the Ports by the first available means of communication.

1.2 A Railroad Work Plan (RRWP) shall be submitted a minimum of 14 days prior to any work to the Ports and UPRR for approval of any access to the railroad right-of-way. A copy of the required Work Plan is included as Attachment 2.

1.3 Upon approval of the RRWP, the Permittee or their Contractor must make arrangements for access with the UPRR’s Manager of Track Maintenance (see Attachment 1, Contact List). Failure to do so or failure to abide by his/her requirements and instructions will be cause for termination of the MJRP/license and will result in personnel being removed from the right-of-way.

1.4 At the Ports or UPRR’s discretion, a full time qualified inspector, employed by the Ports, Ports’ Property Manager or UPRR and paid by the entity requiring access for any work or access to the Ports owned Railroad Property may be required. The inspector will provide for railroad safety.

EXHIBIT D-3

- 1 1.5 Daily written email or faxed reports of work within the Ports' Railroad
2 Property may be required. These reports will include all activity within the
3 railroad right-of-way (including work force, equipment, date/time, and actual
4 work performed) and a description of any injuries, accidents, or unusual
5 circumstances, which occurs. Ports' Property Manager to distribute the daily
6 reports to UPRR and Ports.
- 7 1.6 Any work within 25 feet measured at track centerline (including the length of
8 crane boom) within the railroad right-of-way shall require a Flagperson. This
9 includes above and below ground work. The Flagperson shall be provided by
10 UPRR and paid for by the entity doing work or requiring access to the Ports'
11 Railroad Property. The request for a Flagperson shall require no less than a 14
12 day advance notice to UPRR from the entity doing work or requiring access.
13 UPRR will provide a Flagperson at their own discretion. The UPRR contact
14 for any Flagperson on the San Pedro Branch shall be the Manager of Track
15 Maintenance (Attachment 1, Contact List).
- 16 1.7 Daily contact shall be required between UPRR and the entity doing work or
17 access to the Railroad Property. The UPRR contact is the Manager of Track
18 Maintenance.
- 19
20 1.8 All excavations shall be continuously shored. Shoring shall be designed for a
21 minimum of E80 loading using AREMA standards and the method of shoring
22 shall be approved by UPRR engineering or subcontractor at Permittee's
23 expense. Prior to the start of work, the approved plans shall be sent to the
24 Ports and UPRR. The full length of all excavations on the railroad right-of-
25 way shall have trench plate covering when unattended.
- 26 1.9 All work shall be performed during daylight hours, Monday through Friday,
27 unless approved otherwise in writing by the Ports and UPRR. Work shall
28 progress in a manner that all work shall be completed in the least possible
29 time.
- 30 1.10 Temporary Horizontal Construction Clearances:
- 31 A minimum temporary horizontal construction clearance of 12 feet, measured
32 perpendicular or normal from the centerline of the nearest track to all physical
33 obstructions including but not limited to formwork, stockpiled materials,
34 parked equipment, bracing or other construction supports, shall be provided.
35 Temporary horizontal construction clearance shall provide space for drainage
36 ditches parallel to the standard roadbed section or provide an alternative
37 system that maintains positive drainage. Greater clearances may be required
38 for special cases to satisfy local operating conditions such as required sight
39 distance for signals. All access roads along the right-of-way shall remain
40 unobstructed at all times so that maintenance and emergency vehicles may

EXHIBIT D-3

1 pass unrestricted through work areas. The work and storage areas shall be
2 kept free of tripping hazards at all times. All excavated materials shall be
3 stockpiled in an area approved by the Ports and the UPRR. The temporary
4 horizontal clearances are subject to local operating requirements and UPRR
5 approval. All walkways shall be maintained to be in compliance with
6 California Public Utilities Commission regulations at all times.

7 1.11 Temporary Vertical Clearances:

8 A minimum temporary vertical construction clearance of 22 feet 6 inches
9 measured above top of high rail for all tracks shall be provided. The
10 temporary vertical clearance shall not be violated due to deflection of
11 formwork. Greater temporary vertical clearances may be required. The
12 temporary vertical clearances are subject to local operating requirements and
13 UPRR approval.

14 1.12 All personnel of the Permittee and or its Contractors and/or subcontractors
15 shall possess a valid railroad Roadway Worker Card if work is to be
16 performed within 25 feet of the nearest tracks and shall abide by all safety
17 rules and instructions from the Flagperson and the Ports and/or UPRR
18 Engineers. Public safety and safeguarding the tracks and the trains that operate
19 on those tracks are paramount. Work over or near the tracks will require one
20 or more of the following personnel at the Ports and/or UPRR's sole discretion
21 and at the Permittee's cost.

22 1.12.1 Flagperson, Signal Maintainer, Inspector, and/or Engineer:
23 Requires 14-day advance notice and will be provided at the current
24 UPRR rate to be provided at time of service.

25 1.13 Railroad Approval: Before entering upon or performing work of any kind on
26 the permit area, Permittee shall obtain the written approval of the operator of
27 the railroad traversing the permit area. Permittee shall comply with all permit,
28 notification, protective, and safety requirements imposed by the Railroad, and
29 Permittee shall pay all associated costs.

30 1.14 The Permittee or Permittee's representative will keep a copy of the Ports'
31 fully executed agreement, exhibits and all attachments including a complete
32 Railroad Work Plan at the job site at all times during the encroachment on the
33 Property. Failure to provide the necessary information or documents at the job
34 site will result in the removal of the Permittee, their employees and equipment
35 from the Railroad Property.

36 1.15 The Permittee or its Contractor shall mark the rails and RR property lines at
37 the centerline of any proposed bore and 10' north and 10' south of the bore
38 centerline. Elevations shall be shot, under the direction of a licensed land

EXHIBIT D-3

1 surveyor, at the property lines and each rail along each of the three reference
2 lines. A numbering scheme, plan schematic, horizontal coordinates and
3 spreadsheet shall be developed and provided to record elevations on each day
4 that elevations are checked as noted below.
5

6 Threshold limits within the Ports' right-of-way are 0.25" of movement of rail
7 (horizontal or vertical). If it is determined that settlement or movement
8 exceeds these threshold limits, the Contractor and UPRR flagger on-site shall
9 be immediately notified. The Contractor shall suspend all operations until site
10 conditions are reassessed and remediation is coordinated by Permittee or its
11 Contractor with Ports' Property Manager and UPRR.
12

13 Monitoring of settlement shall be performed at minimum intervals as follows:
14 a) once before construction, b) daily during the passage of boring/jacking
15 activities under the RR tracks, c) the day thereafter, d) 14 days thereafter, and
16 e) 30 days after the completion of boring/jacking activities under the RR
17 tracks.
18

19 Reports of the lateral and elevation readings shall be submitted to Cal Pacific
20 after the completion of construction, after the survey reading on the 14th day,
21 and after the survey reading on the 30th day.

22 1.16 All excavation/jacking/boring operations shall be observed for the presence of
23 petroleum products, chemicals, or contaminated soil. Deeply discolored soil or
24 suspected contaminated soil shall be segregated from uncontaminated soil;
25 suspected contaminated soil and related materials shall be sampled and tested
26 for classification in accordance with applicable regulatory requirements and
27 shall be disposed of in accordance with such requirements.

28 1.17 Construction procedures for jacking/boring/drilling under the RR tracks shall
29 be included in the RRWP.

30 1.18 The Contractor shall install a warning marker over the pipeline at each end of
31 the Ports' right-of-way.

32 1.19 Design and construction shall comply with Ports Rail Property Pipeline
33 Crossing standards and AREMA Part 5, Section 5.1 requirement for pipes
34 carrying flammable liquids.

35 1.20 A final job walkthrough shall be provided within 14 days upon written
36 notification to the Ports and UPRR of completion of the work. UPRR and
37 Permittee shall prepare a list of the items remaining to be completed. The
38 Permittee shall promptly remedy the defective and/or uncompleted portions of
39 the work to UPRR's satisfaction. The UPRR contact is the Manager of Track
40 Maintenance. Written confirmation shall be provided to the Ports and UPRR

EXHIBIT D-3

1 that all items of the final job walkthrough have been completed to the
2 satisfaction of UPRR. Failure to promptly complete the final job walkthrough
3 list of items remaining to be completed shall result in the work being
4 completed by UPRR and Permittee shall pay all associated costs.

5 1.21 Permittee shall provide "As-built" drawings within 30 days upon completion
6 of the work to UPRR and Cal Pacific Land Services, Inc., the Ports' Property
7 Manager. The UPRR contact for the "As-builts" is Projects
8 Review/Engineering and Manager of Special Projects (see Attachment 1).
9 Permittee shall keep "As-builts" current with copies made available to UPRR
10 and the Ports.

11 1.22 See the following additional attachments: Contact List (Attachment 1) and
12 Railroad Work Plan (Attachment 2). While the Ports make every effort to
13 update and keep the Contact List current (Attachment 1), Permittee shall
14 verify the accuracy of Attachment 1 by contacting the Ports' Property
15 Manager and requesting verification.

16 1.23 Notices to Member Agency Contacts in Writing:

17 Port of Long Beach
18 415 W. Ocean Blvd.
19 Long Beach, CA 90802
20 Attention: Director of Real Estate
21 Fax No. 562-283-7761

22
23 Port of Los Angeles
24 425 South Palos Verdes Street
25 San Pedro, California 90731
26 Attention: Director of Cargo/Industrial Real Estate
27 Fax No.: 310-547-1725

28
29 General Superintendent of Transportation Services
30 Union Pacific Railroad Company
31 19100 Slover Avenue
32 Bloomington, California 92316
33 Fax No.: 402-997-3809

34
35 Cal Pacific Land Services, Inc. (Ports' Property Manager)
36 7245 Garden Grove Blvd., Ste. M
37 Garden Grove, CA 92841
38 Attn: Ports' Property Manager
39 Fax No.: 714-799-0500

40 Or such other Property Management firm as may be designated by the Cities
41 from time to time. These protocols are approved as of September 18, 2015.

**EXHIBIT D-3
(Attachment 1)**

LOS ANGELES
CALIFORNIA

UNION PACIFIC
RAILROAD COMPANY

LONG BEACH
CALIFORNIA

UPRR San Pedro Branch Track Contact List –April, 2018

1. Union Pacific Railroad:

- Primary Contact: Manuel Arambulo 909/685-2211 marambul@up.com
- Government Affairs: Lupe Valdez 562/566-4612 lcvaldez@up.com
- UPRR Emergency Hotline 24/7 for Reporting Issues: 888/877-7267
- Tracks/Maintenance: Manuel Arambulo 909/685-2211 marambul@up.com
- Encampments: Terry Morris 916/789-6232 tlmorris@up.com
- Graffiti/Debris/Weeds: Luis Travieso 915/261-5080 ldtravie@up.com
- Vegetation Control: Kristina Stonner 402/544-8007 kjstonne@up.com
- Debris/Flagging (Mgr. Track Maintenance): Luis Travieso 915/261-5080 ldtravie@up.com
- Public Crossing/Public Projects: Peggy Ygbuhay 916/789-5033 pygbuhay@up.com
- Flagging: 3rd Party Contractor: Paul Rojas 909/265-5020 projasjr@up.com
- Bridges: Demian Brunty 402/680-4094 dbrunty@up.com
- Rail Crossing/Signals: Jose Rubio 626/935-7681 jarubio@up.com
- 3rd Party Agreements: Melissa Grosz 402/544-5217 melissagrosz@up.com
- Utilities & Real Estate: Valerie Harrill 402/544-8801 vaharrill@up.com
- Safety/Railroad Police: Lt. Cleo Thurmond, Jr. 951/207-2273 cthurmon@up.com

2. Port of Long Beach

- Operations: Carlo Luzzi 562/283-7278 carlo.luzzi@polb.com
- Operations: Tom Becker 562/283-7775 tom.becker@polb.com
- Operations: Matt Lyman 562/283-7779 matthew.lyman@polb.com
- Government Affairs: Bianca Villanueva 562/283-7785 bianca.villanueva@polb.com
- Real Estate: Debra Shepack 562/283-7459 debra.shepack@polb.com

3. Port of Los Angeles

- Real Estate: Regner Globus, (310/732-3291) rglobus@portla.org
- Engineering: Dave Walsh (310/732-3639) dwalsh@portla.org
- Rail Operations: Guillermo Martinez (310/732-3090) gmartinez@portla.org

4. Long Beach Police Department

- City of Long Beach Police Emergency Phone Dispatch: 562/435-6711

Cal Pacific Land Services, Inc. (Ports' Property Manager)

- Chuck Wadell 714/799-0900 (714/679-9091 cell) cwadell@calpacland.com

This Contact List shall change from time to time. Permittee shall be at all times responsible for contacting Cal Pacific, the Ports' Property Manager for the most current list.

**EXHIBIT D-3
(Attachment 2)**

LOS ANGELES
CALIFORNIA

UNION PACIFIC
RAILROAD COMPANY

LONG BEACH
CALIFORNIA

San Pedro Branch Railroad Work Plan – Date: _____

**REQUIREMENTS WHEN WORKING WITHIN, ADJACENT TO, ABOVE, OR
BENEATH RAILROAD RIGHT-OF-WAY**

START DATE: _____

DURATION (Start & End Date): Start on _____ and Ending on _____

TRACK LOCATION: Track number _____ Track located

(See attached plan.)

START & STOP TIMES: Begin each day at _____ and end at _____

DESCRIPTION OF WORK: The work includes

(See attached plan.)

WORK CREW: The work will be performed by _____. The equipment used
will be _____.

PURCHASE ORDER NUMBER (Attach Approved Joint Revocable Permit) : _____

SAFETY PROTECTION:

The work plan is submitted ten (10) days in advance of any work within twenty five (25) feet of track centerline. Prior to start of work, Permittee will request a watch person training session from Union Pacific Railroad Company (UPRR) for all work-crew working within 25 feet of the railroad track for the safety of the Contractor's personnel only. Watch persons are not an approved method of protection for working equipment. Once the watch person training is completed, we will submit an approved list to the Engineer prior to working within 25 feet of the track centerline. UPRR will confirm if a Flagperson is required.

If a Flagperson is required or if equipment is within ten (10) feet from the track centerline, then flagging will be provided by UPRR only. When a Flagperson is required, a new work plan request will be submitted to the Engineer and UPRR a minimum of ten (10) working days prior to any work being performed. If a full track closure/outage is necessary, a minimum notice of ten (10) working days will be provided to the Engineer and UPRR for each track closure. The Railroad track closure will be at the full discretion of the Engineer and UPRR. The UPRR primary contact is Tracks (909/685-2211). The UPRR secondary contact is the Manager of Track Maintenance (909/685-2469).

EXHIBIT D-3
(Attachment 2)

1 If an Inspector is required by the Ports, the charges relating to such Inspector will be paid for by
2 the Permittee or Permittee's Contractor. Inspection will be arranged by Ports' Property Manager.

3

4 **Note:** The Contractor shall submit the Railroad Work Plan to Cal Pacific, the Ports' Property
5 Manager (714-799-0900). All related permits shall be obtained prior to submitting the work plan.

EXHIBIT E-1

AFFIRMATIVE ACTION PROGRAM PROVISIONS

Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 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 a 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

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 a City Contract. The failure shall only be established upon a finding to that effect by the

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Awarding Authority, on the basis of its own investigation or that of the DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees

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in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.
 - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
- (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
- (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

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(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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;
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

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7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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.

EXHIBIT G

GUARANTY

This Guaranty (the “Guaranty”) is executed by Zenith Energy Terminal Holdings LLC, a Delaware limited liability company (“Guarantor”), whose address is 3900 Essex Lane, Suite 700, Houston, TX 77027.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Guarantor hereby unconditionally guarantees to the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners, its successors and assigns and CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Harbor Commissioners, its successors and assigns (collectively “Cities”), the full, prompt and faithful payment, performance and discharge by Zenith Energy West Coast Terminals LLC (“Permittee”) of each of the obligations of Permittee under Master Joint Revocable Permit (POLA No. 09-18 and Long Beach Harbor Department No. HD -7930), as amended by that Assignment and Assumption and First Amendment to Master Joint Revocable Permit No. 09-18/HD-7930 with Zenith Energy West Coast Terminals LLC effective as of October 15, 2020, by and between Cities and Zenith Energy West Coast Terminals LLC, previously known as Plains West Coast Terminals LLC (the “MJRP”).

The Guarantor waives the right to require the Cities to (i) proceed against Permittee (ii) except as provided hereinafter, proceed against or exhaust any security that the Cities hold from Permittee; or (iii) pursue any other remedy in the Cities’ power. The Guarantor waives any defense by reason of any disability of Permittee and waives any other defense based on the termination of Permittee’s liability from any cause. Until all of Permittee’s obligations to the Cities have been paid or performed in full, through the existing expiration date of the MJRP, the Guarantor waives any right of subrogation against Permittee. The Guarantor waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Guaranty.

The Guarantor further waives (i) any defense arising out of the absence, impairment or loss of any right of reimbursement or subrogation of Guarantor against Permittee or any security, whether resulting from an election by Cities, or otherwise, (ii) any defense based on any statute or rule of law that provides that the obligation of a surety must be neither larger in amount nor in any other respects more burdensome than that of a principal, (iii) all benefits that might otherwise be available to the Guarantor under California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2899 and 3433, and (iv) the benefit of any statute of limitations affecting the liability of the Guarantor or the enforcement of this Guaranty. The Guarantor agrees that the payment of all sums payable by Permittee under the MJRP or any other act that tolls any statute of limitations applicable to Permittee under the MJRP will similarly operate to toll the statute of limitations applicable to the Guarantor’s liability.

Cities may perform any of the following acts at any time while the permit is in force, without notice to or assent of Guarantor and without in any way releasing, affecting or impairing any of Guarantor’s obligations or liabilities under this Guaranty: (a) alter, modify or amend the

Zenith Energy West Coast Terminals LLC
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Permit by agreement or course of conduct, (b) assign or otherwise transfer its interest in the MJRP or this Guaranty, (c) hold any agreed security for the payment of this Guaranty and exchange, enforce, waive and release any such security, and (d) apply such security and direct the order or manner of sale thereof as Cities, in their sole discretion, deem appropriate.

Guarantor acknowledges and agrees that Guarantor's obligations to Cities under this Guaranty are separate and distinct from Permittee's obligations to City under the MJRP. The occurrence of any of the following events shall not have any effect whatsoever on any of Guarantor's obligations to Cities hereunder, each of which obligations shall continue in full force or effect as though such event had not occurred: (a) the commencement by Permittee of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or other similar law (collectively, the "Bankruptcy Laws"), (b) the consent by Permittee to the appointment of or taking possession by a receiver or similar official of Permittee or for any substantial part of its property, (c) any assignment by Permittee for the benefit of creditors, (d) the failure of Permittee generally to pay its debts as such debts become due, (e) the taking of corporate action by Permittee in the furtherance of any of the foregoing; or (f) the entry of a decree or order for relief by a court having jurisdiction in respect of Permittee in any involuntary case under the Bankruptcy Laws, or appointing a receiver or similar official of Permittee or for any substantial part of its property, or ordering the winding-up or liquidation of any of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days.

If Guarantor is not an entity qualified to do business in California, to the extent that Guarantor is required to perform any obligation hereunder other than the payment of money, then Guarantor shall appoint a subsidiary qualified to do business in California to perform such obligations. No such appointment shall lessen or otherwise reduce Guarantor's obligations or liabilities pursuant to this Guaranty.

If the Cities are required to enforce the Guarantor's obligations by legal proceedings, the Guarantor agrees that any such action may be brought in the Superior Court of the State of California for the County of Los Angeles, submits to the exclusive jurisdiction of such court and waives any objection which it may have now or hereafter to the laying of venue of any such action in said court and any claim that any such proceeding is brought in an inconvenient forum, except that City may enforce any judgment obtained in favor of City in any jurisdiction that City chooses to seek such enforcement.

This Guaranty shall be governed by and construed in all respects in accordance with the laws of the State of California.

Should any part, term, condition or provision of this Guaranty be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or charter, the validity of the remaining parts, terms, conditions or provisions of this Guaranty shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Guaranty, then such part, term, condition or provision shall be deemed not to be a part of this Guaranty; or (b) if such part, term, condition or provision is material to this Guaranty, then the parties shall revise the part, term, condition or provision so as to comply

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with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

Any notice, demand, request, consent or communication that any party desires or is required to give to the other parties shall be in writing and either be served personally, by facsimile transmission with electronic verification of transmission, or sent by prepaid, certified mail, addressed as follows:

To the Cities: Executive Director
 Long Beach Harbor Department
 P.O. Box 570
 Long Beach CA 90801-0570

And: Executive Director
 Los Angeles Harbor Department
 425 South Palos Verdes Street
 San Pedro, CA 90731
 Fax No.: (310) 831-6936

With copies to: Port of Long Beach
 P.O. Box 570
 Long Beach CA 90801-0570
 Attention: Director of Real Estate
 Fax No.: (562) 283-7451

 Port of Los Angeles
 425 South Palos Verdes Street
 Post Office Box 151
 San Pedro, CA 90731
 Attention: Director of Cargo/Industrial Real Estate
 Fax No.: (310) 547-4611

To Guarantor: Zenith Energy Terminal Holdings LLC
 3900 Essex Lane, Suite 700
 Houston, TX 77027
 Attn: Dana D. Love, General Counsel
 713-395-6213 (Office and Fax)

<SIGNATURE ON FOLLOWING PAGE>

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Nov. 28, 2021

Zenith Energy Terminal Holdings LLC, a Delaware limited liability company

By: [Signature]

Name: Dana D. Love

Title: Secretary & General Counsel

November 28, 2021

Attest: [Signature]

Name: Carlos A. Ruiz

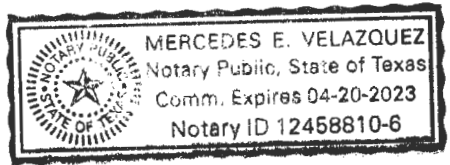
Title: Chief Financial Officer

State of Texas
County of Harris

I hereby certify that Dana D. Love and Carlos A. Ruiz appeared before me on this 28 day of November, 2021 and signed this document before my presence.

[Signature]
Notary Public

4-20-2023
Commission Expires



Zenith Energy West Coast Terminals LLC
POLA NO. 09-18