

**MASTER JOINT REVOCABLE PERMIT
PARAMOUNT PIPELINE, LLC**

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 (individually, a “City” and together, the “Cities”), by and through their respective Boards of Harbor Commissioners, jointly own certain real property located in the County of Los Angeles. Pursuant to a recommendation adopted by the Board of Harbor Commissioners of the City of Los Angeles under Resolution No. _____ 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 hereby issue this Master Joint Revocable Permit (the “Permit”) and grant permission to Paramount Pipeline, LLC, a Delaware limited liability company (“Permittee”), to operate and maintain multiple improvements and structures, whether owned or operated by Permittee (“Facilities”), more particularly described on the Schedule of Permit Areas attached hereto and made a part hereof as Exhibit A, and as may be subsequently revised by Permit Supplements after the effective date as Exhibit A(x), within the various permitted areas as defined under Paragraph 1 below (collectively, the “Permit Areas”). This Permit shall be effective upon last execution by the Executive Directors of the respective Harbor Departments of the Cities (referred to hereinafter as “Executive Director” singular or the “Executive Directors” plural). Such date shall be known as the “Effective Date” for purposes of this Permit.

This Permit shall be subject to the following terms, conditions, and limitations:

1. PERMIT AREAS. The Cities hereby grant Permittee the right to use various properties listed in Exhibit A or subsequent Exhibit A(x) and more particularly shown in Exhibit B attached hereto and made a part hereof, and as may be subsequently revised by Permit Supplements after the effective date as B(x).

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 G, 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.

2. PERMITTED USE. The Permit Areas shall be used to operate and maintain, on a non-exclusive basis, the Facilities as specifically described in Exhibit A or subsequent Exhibit

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A(x), over, under and/or across the Permit Areas and for no other purpose without the prior written consent of the Executive Directors, which may be withheld in their sole and absolute discretion. Permittee has inspected the Permit Areas and agrees that it is suitable for the uses permitted herein. No officer, employee, agent, or property manager of either City has made any representation or warranty with respect to the Permit Areas, except as described in writing and attached hereto as an addendum, and in entering into this Permit, Permittee agrees it relies only on the provisions of this Permit.

2.1 No Change in Use. For each Facility described in Exhibit A, MJRP Index Numbers 2 through 14, the Facility Description refers to the continuation of an existing use which shall not be changed except as allowed pursuant to this Permit.

2.2 Approved Change in Use. The Facility Description in Exhibit A, MJRP Index Number 1, commonly known as "Line 4", describes a change in use to hydrogen gas that shall be entitled only after approval and execution of this Master Joint Revocable Permit, and such entitled use shall be subject to the terms and provisions set forth in Paragraph 24 of this Permit.

3. PERMIT FEE.

3.1 Amount and Time of Payment. Permittee shall pay to the Cities, as a permit fee, for the use of the Permit Areas, without deduction, set off, demand or prior notice, the annual sum of One Hundred Seventy Four Thousand Two Hundred Forty Eight Dollars and No Cents (\$174,248.00) (the total of each and all rents for the Permit Areas as indicated in Exhibit A or subsequent Exhibit A(x)) or as subsequently adjusted pursuant to this Paragraph, Paragraph 3.2, and Paragraph 3.3 and payable annually (the "Permit Fee"). The Permit Fee shall be increased or decreased according to modifications caused by additions or deletions of the Permit Areas for this Permit as permitted pursuant to Paragraph 1.1, and as shown in any subsequent Permit Supplement updates. Such increase or decrease in the Permit Fee shall be effective upon the final execution date of any Permit Supplement by both Executive Directors. In addition, a one-time Permit Processing Fee of Two Thousand Five Hundred Dollars (\$2,500.00) shall be paid to the Cities to cover costs associated with the administration of this Permit. The Permit Fee shall be paid in advance on or before the Effective Date and annually thereafter on the anniversary of the Effective Date. The Permit Fee and the Permit Processing Fee 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.

3.2 Adjustment. The Cities may, in their sole and absolute discretion, increase the Permit Fee upon sixty (60) days' written notice to Permittee. The Executive Directors are hereby delegated authority to increase, but not decrease, the rental rates, minimum rates and percentage of surface rate shown in Exhibit C as those items may apply to Permit Supplements authorized pursuant to Paragraph 1.1. Concurrent with any Permit Supplement, which includes an increase in rates shown in Exhibit C, a new Exhibit C(x) shall also be prepared and attached to the Permit. Each revised Exhibit C(x) shall be effective upon the final execution date of any Permit Supplement by both Executive Directors. At the time of its preparation, each revised Exhibit C(x)

shall reflect the rates applicable to the corresponding Permit Areas subject to this Permit and each corresponding Permit Supplement shall set forth the adjusted Permit Fee.

3.3 Annual Adjustment. The Permit Fee shall be increased annually for each year the Permit is in effect on every annual anniversary of the Effective Date ("Adjustment Date"). The Permit Fee shall be adjusted by comparing the Consumer Price Index for All Urban Consumers (base year 1982-84=100) for Los Angeles-Long Beach-Anaheim, published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"), using the month that is two months prior to the Adjustment Date (the "Current Index"), with the Index published 14 months before the Adjustment Date (the "Beginning Index"). If the Current Index has increased over the Beginning Index, the Permit Fee for the then-current Permit Year shall be set by multiplying the current Permit Fee by a fraction, the numerator of which is the Current Index and the denominator of which is the Beginning Index. In no event shall the Permit Fee be less than the Permit Fee applicable during the immediately preceding Permit Year. If the Index is discontinued or revised during the period in which this Permit is in effect, another government index or computation shall be selected by the Cities and used in order to obtain substantially the same result as if the Index had not been discontinued. On adjustment of the Permit Fee as provided herein, the Cities shall provide notice in writing to the Permittee of the adjusted Permit Fee. When such notice is provided to Permittee, Permit Fee amount shown in said notice shall constitute a legally binding agreement of the parties without further municipal, corporate or other action.

3.4 Late Charge; Default Interest. Permittee acknowledges that if any payment required under this Permit is not paid within ten (10) days after the same becomes due and payable, the Cities will incur extra administrative expenses, in addition to expenses incident to receipt of timely payment, and the loss of the use of funds in connection with the delinquency in payment. Because the actual damages suffered by the Cities by reason of such extra administrative expenses and loss of use of funds would be impracticable or extremely difficult to ascertain from the nature of the circumstances, Permittee agrees that five percent (5%) of the amount of the delinquent payment or \$100.00 (whichever is greater), and the imposition of the default interest rate provided for below, shall be the amount of damages to which the Cities are entitled, upon such breach, in compensation therefor. Permittee shall, therefore, in such event, without further notice, pay to the Cities liquidated damages in the amount of five percent (5%) of the amount of such delinquent payment or \$100.00 (whichever is greater) and interest as provided below. The provisions of this Paragraph are intended to govern only the determination of damages in the event of a breach in the performance of the obligation of Permittee to make timely payments hereunder. Nothing in this Permit shall be construed as an express or implied agreement by the Cities to forbear in the collection of any delinquent payment, or be construed as in any way giving Permittee the right, express or implied, to fail to make timely payments hereunder, whether upon payment of such damages or otherwise. The right of the Cities to receive payment of such liquidated and actual damages, and receipt thereof, are without prejudice to the right of the Cities to collect such delinquent payments and any other amounts provided to be paid hereunder or to declare a default hereunder. Further, any amounts owing under this Permit and not paid when due shall bear interest at a rate equal to ten percent (10%) per annum, payable monthly on the first day of each and every month.

3.5 Books and Records. All books, accounts and other records showing the affairs of Permittee with respect to its business transacted at, upon or over the Permit Areas (collectively, "Permit Records") shall be maintained in Los Angeles County, and shall be subject to copying, examination, audit and transcription by either City, from time to time. In the event it becomes necessary to make such copying, examination, audit or transcription at any place other than within fifty (50) miles of the Permit Areas, then all costs and expenses necessary or incident to such copying, examination, audit or transcription, shall be paid by Permittee. The Permit Records shall be retained during the term of this Permit so that the Permit Records for the four (4) most recent years are available. After this Permit terminates, Permittee shall maintain the Permit Records for the four (4) most recent years for at least two (2) years. Upon request in writing by either City, Permittee shall, within fifteen (15) days of the request, furnish a statement of the exact location of all Permit Records and the name and telephone number of the custodian of the Permit Records. Permit Records 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 the Cities.

3.6 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 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.

4. REVOCABILITY; TERMINATION.

4.1 Revocability without Cause. This Permit is revocable by any party upon sixty (60) days' written notice to the other parties without cause. Upon termination of this Permit, Permittee shall vacate, and surrender possession of, the Permit Areas (subject to Permittee's obligations under Paragraphs 5 and 7 below). If this Permit is revoked by either City pursuant to this Paragraph 4.1, Permittee shall be entitled to a prorated refund of the Permit Fee for the year in which such revocation occurs. If this Permit is revoked by Permittee pursuant to this Paragraph 4.1, Permittee shall not be entitled to receive back any portion of the Permit Fee already paid by it.

4.2 Termination. The Executive Director of either City may terminate this Permit in the event: (i) Permittee fails to perform any term or condition of this Permit within ten (10) days after written notice from the Cities or either of them; (ii) Permittee makes a general assignment or general arrangement for the benefit of creditors; (iii) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Permittee and is not dismissed within thirty (30) days; (iv) a trustee or receiver is appointed to take possession of substantially all of Permittee's assets located at the Permit Areas or of Permittee's interest in this

Permit and possession is not restored to Permittee within thirty (30) days; or (v) substantially all of Permittee's assets, or Permittee's interest in the Permit Areas are subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If any court having jurisdiction in the matter renders a final decision which prevents the performance by the Cities of any of their obligations under this Permit, then any party hereto may terminate this Permit by notice to the other parties. Additionally, a seizure of the Permit Areas by the Internal Revenue Service shall automatically terminate this Permit. Upon termination of this Permit: (i) Permittee shall immediately vacate, and surrender possession of, the Permit Areas and (ii) all rights and obligations hereunder (with the exception of Permittee's obligations under Paragraphs 5, 7 and 14) shall thereupon terminate.

4.3 Application. This Permit is granted pursuant to an application or applications filed by Permittee with the Cities. If any application or any of the attachments thereto contain any misstatement of fact, which in the judgment of either Executive Director affected the decision to grant this Permit, that Executive Director may terminate this Permit. Termination pursuant to this Paragraph shall not be termination by forfeiture.

4.4 No Relocation Assistance. Permittee understands and agrees that nothing contained in this Permit shall create any right in Permittee for relocation assistance or payment from the Cities upon the termination or revocation of this Permit. Permittee acknowledges and agrees that it shall not be entitled to, and waives any right to, any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Sections 7260 *et seq.*) or any other applicable law with respect to any relocation of its business or activities upon the termination or revocation of this Permit for no reason or any reason whatsoever.

5. FACILITIES; ALTERATIONS.

5.1 General. Permittee, at its cost, may install or construct Facilities on the Permit Areas, and alter, repair, relocate, reconstruct or remove Facilities; provided, however, Permittee shall first obtain the written consent of both Executive Directors, which may be withheld in their sole and absolute discretion, and any necessary permits prior to the commencement of any work of improvement, relocation, alteration, removal or repair. Permittee shall retain title to all such Facilities.

5.2 Port of Los Angeles Harbor Engineer Permit. All excavation and/or construction work undertaken on property owned by the City of Los Angeles Harbor Department requires the Permittee obtain, pay for, and abide by the terms and conditions of the Harbor Engineer Permit. Notwithstanding any other provision of this Permit, no such work is authorized on property owned by City of Los Angeles Harbor Department without Permittee obtaining said Harbor Engineer Permit.

5.3 Port of Long Beach Harbor Development Permit. Notwithstanding any other provision of this Permit, if Permit Area, or any portion thereof, is within the Port of Long Beach Harbor District, all excavation and/or construction work related to the Permitted Use within such Permit Area requires the Permittee obtain, pay for, and abide by the terms and conditions of

a Port of Long Beach Harbor Development Permit. No work is authorized on property within the Port of Long Beach Harbor District without Permittee obtaining said Port of Long Beach Harbor Development Permit.

5.4 Plans. The Facilities shall be installed only in accordance with approved plans and specifications previously submitted to the Cities with the application for this Permit. Permittee shall proceed diligently and in a workmanlike manner in the installation, repair, relocation, reconstruction or removal of the Facilities. Any and all work shall be done by Permittee in accordance with all applicable Laws (as defined in Paragraph 9 below).

5.5 Damage; Repair. If the Facilities become damaged or malfunction, Permittee, at its cost, shall immediately make such repairs as will insure the future safe and proper operation of the Facilities. Permittee shall perform such cleanup and repairs as shall be required by the Cities.

5.6 As-Built Drawings.

5.6.1 Within thirty (30) days after the completion of the installation of the Facilities, Permittee shall furnish to Cities four (4) sets of survey notes and "as-built" drawings, signed by a California licensed land surveyor, who shall certify to the correctness of the horizontal and vertical alignment of the Facilities.

5.6.2 All of the "as-built" drawings furnished pursuant to Paragraph 5.6.1 shall be drawn to a scale in which the number of feet per inch shall not exceed two hundred (200). The drawings shall show the accurate alignment of the Facilities by centerline traverses. The elevations of the tops of the Facilities shall be shown on the drawings. All survey work, both horizontal and vertical, shall be to the latest third order of accuracy as established by the National Geodetic Survey.

5.6.3 In the event Permittee is granted permission to install, relocate or remove pipelines, tanks or pressure vessels, Permittee shall furnish to the Cities, in addition to the "as-built" drawings thereof required by this Paragraph, four (4) sets of revised composite drawings drawn to a scale in which the number of feet per inch does not exceed two hundred (200). The revised composite drawings shall be submitted on or before March 1 of each calendar year this Permit remains in force and effect and shall show all pipelines owned or operated by Permittee and the total lineal footage thereof in existence as of December 31 of the calendar year just ended.

5.6.4 Where applicable, "as-built" drawings shall be available at the Permit Areas at all times and copies thereof shall be provided to the Cities upon thirty (30) days' written notice.

5.7 Removal Upon Termination; Restoration. No later than the date upon which this Permit terminates (the "Termination Date"), Permittee, at its cost, shall remove the Facilities and any personal property placed by it on the Permit Areas and restore the Permit Areas to a condition acceptable to the Executive Directors of both Cities. Permittee shall repair, at

Permittee's expense, any damage to the Permit Areas caused by the removal of any Facilities or personal property. Permittee understands and agrees it is responsible for complete restoration of the Permit Areas, including the clean-up of any Hazardous Substances (as defined in Paragraph 7.1 below) required pursuant to Paragraph 7 on or before the Termination Date. If, for any reason, removal of Facilities and personal property from the Permit Areas or restoration of the Permit Areas is not completed by the Termination Date, then Permittee is obligated to pay the Cities, as compensation during such restoration, a permit fee in an amount equal to the then fair market rental value of the Permit Areas as reasonably determined by the Cities; however, the new permit fee shall not be less than provided in Paragraph 3. Additionally, if the Facilities and any personal property of Permittee have not been removed and the Permit Areas not restored to an acceptable condition by the Termination Date, the Cities shall have the right, but not the obligation, to remove any such property and to restore the Permit Areas at Permittee's expense. Permittee shall pay to the Cities, upon demand, all costs incurred by the Cities in removing such property and restoring the Permit Areas, together with interest from the date the Cities incur any cost or expense, at the maximum rate allowed by law on any such sum. The restoration requirements of Paragraph 5.7 shall apply to Permittee whether improvements were installed by Permittee or any prior users of the premises.

5.8 Restoration Plan. Upon request of either Executive Director, Permittee shall, at its expense, provide to the Cities a site characterization study and site restoration plan in a form acceptable to the Cities. The study and plan shall be used in part by the Cities to determine if Permittee has breached its obligations pursuant to Paragraph 7 below.

5.9 Waiver. The Cities, at their election, may waive the requirement that Permittee remove all or a portion of the Facilities or personal property from the Permit Areas and that Permittee restore the Permit Areas. However, unless such waiver is in writing executed by both Cities stating such waiver is "permanent and final," Cities reserve the right to require Permittee at any time in the future to remove all or a portion of the Facilities or personal property from the Permit Areas or to restore the Permit Areas despite such waiver. This provision survives the termination of this Permit.

5.10 Removal; Relocation. Whenever and as often as the Executive Directors deem convenient or necessary, Permittee, at its cost, shall remove, relocate or alter the Facilities constructed on the Permit Areas and restore the Permit Areas. Permittee shall commence such removal, alteration or change of location within sixty (60) days after notice from the Executive Directors, and shall proceed to complete such work with due diligence.

5.11 Failure to Commence Work. In case Permittee fails to commence work in compliance with the notice given pursuant to Paragraph 5.10 within sixty (60) days after such notice (unless Permittee is unable to comply with such instructions due to strikes, riots, acts of God or acts of public enemies), the Executive Directors may, but shall not be required to, cause the work required in such notice to be done; and Permittee agrees to pay the Cities' cost thereof within thirty (30) days after delivery of an itemized bill.

5.12 Rules Governing Pipelines. After installation, and in any event for the duration of this agreement, Permittee shall comply with pipeline testing and inspection

requirements of the Pipeline Code, the Pipeline Safety Act, the California Public Utilities Code, California Public Utilities Commission regulations for pipelines, any other state and/or federal agency not mentioned above, and as required by the California State Fire Marshal (CSFM) under the Pipeline Safety Act. The Cities reserve the right to request tests for facilities not under the direct authority of the CSFM, the California Public Utilities Commission, the Federal Office of Pipeline Safety (FOPS), and the State of California Bureau of Conservation/Geologic Energy Management Division (CalGEM).

5.13 Location of Subsurface Pipelines and Structures. Notwithstanding Paragraph 5.6, Permittee shall maintain at Permittee's nearest office to the Permit Area the as-built drawings that identify the precise position of any pipelines, utilities or improvements of any type Permittee places on the Permit Area, whether placed above or below ground. Upon at least two (2) days' written notice from the Cities, Permittee shall commence exploration for any subsurface structures under Permittee's control or servicing Permittee's operation within the Permit Areas. Exploration and preparation of all documentation recording the location of substructures shall be completed within the time specified in the notice. The subsurface exploration shall verify the vertical and horizontal location of all substructures. Documentation reflecting the results of the exploration shall be provided to the Executive Directors. If Permittee fails or refuses within the time specified in the notice to begin or fails to prosecute diligently to complete the work of locating any substructure under Permittee's control or servicing Permittee's operation within the Permit Areas, the Cities shall have the right to enter onto the Permit Areas and perform the work designated in the notice. All subsurface exploration required by the provisions contained herein, whether performed by Permittee or the Cities, shall be performed at Permittee's expense. In addition, Permittee agrees to bear the cost of any and all damage of whatever nature caused by any act, omission or negligence of the Cities and any and all of their boards, officers, agents, consultants, and employees in the performance of the subsurface exploration as required by this provision. Notwithstanding any work performed by the Cities or the Cities' contractors under this provision, Permittee shall remain obligated to maintain the Permit Areas in a safe condition, both during and after completion of the work.

5.14 Pipeline Tests or Inspections. Within thirty (30) days from the commencement date of the permit, Permittee shall provide the Executive Directors with a master schedule showing dates for pipeline testing and inspection(s) in accordance with the requirements referenced in Paragraph 5.12 above. 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 inspection(s), date(s) of test(s) or inspection(s), method(s) of test(s) or inspection(s), applicable agency, the frequency of required test(s) or inspection(s), and the California State Fire Marshal Line No. and the California State Fire Marshal Test ID No., if applicable. If Permittee's existing pipelines are modified, or new pipelines are added to Permittee's premises, Permittee shall provide Cities with written notice, including an updated master schedule with any addition or subtraction of pipelines. This notice should cover testing or inspection requirements of all agencies mentioned in Paragraph 5.12, as well as any other additional required test(s) or inspection(s).

If Permittee's pipeline test(s) or inspection(s) are approved by the applicable agency requiring or overseeing the test(s) or inspections(s), Permittee shall confirm in writing

approval of the test(s) or inspections(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 inspection(s) and general non-technical summary of results.

Permittee shall submit a summary of its certified test or inspection approval results to the Executive Directors within thirty (30) days after they have been approved by the agencies which required the pipeline testing or inspection(s), and the records of such test(s) shall be retained by Permittee for as long as is required by applicable law, but in any event not less than three (3) years. Records of all tests will be made available for inspection by the Executive Directors or their designees at their request.

If Permittee's pipeline test(s) or inspection(s) are disapproved, and/or there are irregularities with Permittee's pipeline test(s) or inspection(s), indicating a leak or other operational deficiency, Permittee shall notify the Executive Directors 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).

Cities' receipt of any notice and/or documentation regarding any pipeline tests, inspection results, and/or irregularities with Permittee's pipelines does not constitute a waiver of any kind of Permittee's obligations under this Permit or under Applicable Laws and does not waive any rights and/or remedies of Cities.

6. MAINTENANCE. The Cities have no duty to make any improvement or repair to the Permit Areas or any improvements thereon. Permittee's sole and exclusive remedy by reason of any condition of the Permit Areas (whether such condition now or hereafter exists) shall be to terminate this Permit and vacate the Permit Areas. Any and all uses of the Permit Areas by Permittee, its agents, contractors and their employees shall be at their sole risk, cost and expense. Permittee, at its cost, shall keep and maintain the Permit Areas and all Facilities thereon during its use and occupancy thereof, in good order, condition and repair, free and clear of all rubbish, debris and litter.

7. HAZARDOUS SUBSTANCES.

7.1 Hazardous Substances. As used in this Permit, the term "Hazardous Substance" means any product, substance, chemical, material or waste, the presence, nature, quantity and/or intensity of which, either by itself or in combination with other materials on the Permit Areas, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Permit Areas; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of the Cities to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, any substance or material deemed hazardous or toxic pursuant to any federal or state statute or regulation Permittee shall not direct, suffer or permit any of its agents, contractors, employees,

licensees or invitees at any time to handle, use, manufacture, store, release or dispose of any Hazardous Substances in or about the Permit Areas.

7.2 Notification; Removal. During its use and occupancy of the Permit Areas, Permittee shall notify, in addition to appropriate regulatory agencies, the Executive Directors within two (2) days following the release of any Hazardous Substances onto or from the Permit Areas. Upon the release, discharge or spill of any Hazardous Substances arising from or caused by Permittee, its employees, agents, invitees or affiliated predecessors in interest, Permittee, at its cost, shall promptly remove and/or remediate and dispose of all such Hazardous Substances in accordance with the provisions of Paragraph 7.3 below, and restore the Permit Areas to the condition they were in prior to the release of the Hazardous Substances. Permittee also agrees to provide to the Cities a surety bond to assure removal of such Hazardous Substances from the Permit Areas if at any time the Cities demand such bond and in an amount determined by Cities in their sole and absolute discretion.

7.3 Excavation. If Permittee discovers or believes that any material being excavated from the Permit Areas contains any Hazardous Substances, Permittee, at its cost, shall: (i) promptly notify both Executive Directors of Permittee's discovery or belief; (ii) at the request of either Executive Director, initiate chemical and/or physical analyses of the suspected Hazardous Substances; (iii) promptly submit all laboratory or other test results upon receipt thereof to both Executive Directors; (iv) develop and submit, for approval by both Executive Directors, a remediation plan providing for the disposal and/or treatment of the hazardous materials; (v) treat and dispose of or remove the Hazardous Substances in accordance with all applicable federal, state and local laws; (vi) if Hazardous Substances are removed, replace the same with clean, structurally suitable fill material and cause the excavation to be backfilled and compacted; and (vii) promptly submit copies of all waste manifests to both Executive Directors. Waste manifests shall identify Permittee and its contractors, not the Cities, as the generator of any Hazardous Substances removed pursuant to this provision.

8. UTILITIES. Permittee shall pay all charges for services or utilities furnished to the Permit Areas or used in connection with its occupancy, and shall pay all deposits, connection fees, charges and meter rentals required by the supplier of any such service, including the Cities.

9. LEGAL COMPLIANCE. Permittee shall comply with all applicable laws, regulations, ordinances, rules, policies, guidelines, specifications, procedures and orders of any government entities ("Laws") in connection with its use and occupancy of the Permit Areas and obtain all necessary licenses, consents and permits from all federal, state and local governmental authorities having jurisdiction over the Permit Areas and Permittee's activities thereon.

10. NO ASSIGNMENT. Permittee shall not assign, sublet or transfer this Permit or any interest herein (whether by operation of law or otherwise) without the prior written consent of the Cities. The transfer, on a cumulative basis, of twenty-five percent (25%) or more of the voting control of Permittee shall constitute an assignment for this purpose. Any attempted transfer or assignment without the prior written consent of the Cities shall be void and confer no rights whatsoever upon a transferee or assignee. In addition, Cities shall have the right to terminate this Permit if any assignment or transfer, whether voluntary, by operation of law, or otherwise is made

or attempted without the prior written consent of the Cities. Each request for consent to an assignment shall be in writing, accompanied by information relevant to the Cities' determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to the intended use and/or required modification of the Permit Areas, if any, together with a nonrefundable processing fee of Three Thousand Dollars (\$3,000) or ten percent (10%) of the current annual Permit Fee applicable to the Permit Areas which are the subject of the proposed assignment, whichever is greater, as consideration for the Cities considering and processing the request. Permittee agrees to provide to the Cities such other or additional information and/or documentation pertaining to the requested consent as may be reasonably requested by the Cities.

11. ACCESS. The Cities' representatives shall have access to and across the Permit Areas during normal business hours and, in the event of an emergency, at any other time for inspection, repair of publicly owned utilities and structures and for fire and police department purposes.

12. RIGHTS-OF-WAY. The Permit Areas are subject to all existing and future rights of way and entry thereon for the installation, relocation, removal, operation and maintenance of rail lines, sewers, pipelines, conduits, and telephone, telegraph, light, heat and power lines (whether underground or overhead).

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 ("Railroads") that operate on the rail line traversing the Permit Areas 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 Facilities, excepting only periodic inspection of the 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.

13.2 Alameda Corridor. If an emergency should arise requiring immediate attention for Permit Areas in the Alameda Corridor, Permittee shall call the maintenance contractor for the Alameda Corridor Transportation Authority ("ACTA"), presently Railworks at (323) 490-0671 (after hours, (646) 584-2619); the ACTA Construction and Maintenance Manager at (323) 855-8068; ACTA at (562) 247-7777; and Pacific Harbor Line's ("PHL") Badger Bridge at (310) 830-0660.

13.3 Pacific Harbor Line. If an emergency should arise requiring immediate attention for Permit Areas in the Pacific Harbor Line, Inc. right-of-way, Permittee shall call PHL's

Badger Bridge at (310) 830-0660, the ACTA Construction and Maintenance Manager at (323) 855-8068, ACTA at (562) 247-7777 and Balfour Beatty at (562) 285-0366.

13.4 Union Pacific Railroad Company. If an emergency should arise requiring immediate attention for Permit Areas in the Union Pacific Railroad Company right-of-way (Former San Pedro Branch), Permittee shall call the Union Pacific Police at (888) 877-7267.

14. INDEMNIFICATION. Permittee shall indemnify, defend (using counsel selected by the Cities) and hold harmless: (a) the Cities; (b) ACTA; (c) the Railroads; and (d) each of their respective council members, mayors, trustees, boards, officers, employees, agents, contractors, property managers, representatives and designees (collectively, "Indemnified Parties") from and against any and all actions, suits, proceedings, claims, demands, damages, loss, liens, costs (including court costs and attorneys' fees including the allocated cost of in-house counsel), expenses or liabilities, of any kind or nature whatsoever, for injury to or death of persons or damage to property, including property owned by or under the care and custody of the Cities, which may be brought, made, filed against, imposed upon or sustained by the Indemnified Parties, or any of them, and arising from or attributable to or caused by any acts or omissions of Permittee or any of the Indemnified Parties relating to or arising out of the Permit Areas, or by reason of any actual or asserted failure of Permittee to keep, observe or perform any provision of this Permit, except to the extent that such injury, death or damage is caused by the active negligence or willful misconduct of the Indemnified Parties or any of them. The indemnity required herein shall survive the revocation, termination or expiration of this Permit.

15. INSURANCE.

15.1 Specific Coverages Required. Permittee shall procure and maintain at its expense and keep in force at all times during the term of this Agreement the types and amounts of insurance specified in Exhibit E, attached hereto and incorporated reference herein. Permittee shall also comply with the terms and conditions of said Exhibit E.

15.2 Adjustment. Not more frequently than once each year, if in the opinion of either Executive Director the coverages or the limits of insurances described in this Paragraph are not adequate, Permittee shall modify the insurance coverage or increase the limits as required by either Executive Director.

15.3 Accident Reports. Permittee shall report in writing to Cities within fifteen (15) days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Fifty Thousand Dollars (\$50,000) to property, occurring upon the Premises, or elsewhere within the Harbor Districts, if Permittee's officers, agents or employees are involved in such an accident or occurrence while undertaking the permitted uses. Such report shall contain to the extent available: (1) the name and address of the persons involved; (2) a general statement as to the nature and extent of injury or damage; (3) the date and hour of occurrence; (4) the names and addresses of

known witnesses; and (5) such other information as may be known to Permittee, its officers or managing agents.

16. TAXATION. THIS PERMIT MAY CREATE A POSSESSORY INTEREST IN FAVOR OF PERMITTEE, WHICH MAY BE SUBJECT TO TAXES. PERMITTEE SHALL PAY, PRIOR TO DELINQUENCY, ANY SUCH TAXES, AND ANY OTHER ASSESSMENTS OF WHATEVER CHARACTER LEVIED UPON ANY INTEREST CREATED BY THIS PERMIT. PERMITTEE SHALL ALSO PAY ALL LICENSE AND PERMIT FEES REQUIRED FOR THE CONDUCT OF ITS OPERATIONS. PERMITTEE SHALL DELIVER SATISFACTORY EVIDENCE OF ALL SUCH PAYMENTS TO EACH EXECUTIVE DIRECTOR UPON DEMAND.

17. NOTICE. 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, or sent by prepaid, certified US Mail, addressed as follows:

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

 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: Paramount Pipeline, LLC
14700 Downey Ave.
Paramount, CA 90723
Fax 562-633-8211

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 and within seventy-two (72) hours from the time of mailing if mailed as provided in this Paragraph.

18. NO DISCRIMINATION. Permittee agrees, and as a condition to the continuance of this Permit, that it shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition or in any manner prohibited by any applicable law, including any laws established by the Cities. Permittee hereby agrees to comply with all reporting requirements related to such laws. Any contracts relating to the Permit Areas entered into by Permittee shall contain this provision. The provisions of Section 10.8.4 of the Administrative Code of the City of Los Angeles are attached hereto as Exhibit F, and are hereby incorporated herein and made a part hereof.

19. CONFLICT OF INTEREST. It is understood and agreed that the parties to this Permit have read and are aware of the provisions of Sections 1090 *et seq.* and Sections 87100 *et seq.* of the Government Code relating to conflict of interest of public officers and employees, as well as the conflict of interest policies of the Cities. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the Cities 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 or at any time during the continuance of this Permit, the Executive Director of either City may immediately terminate this Permit by giving notice to Permittee. Termination pursuant to this Paragraph shall not be termination by forfeiture.

20. MISCELLANEOUS PROVISIONS.

20.1. Effect of Waiver. No waiver by any 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 a late Permit Fee by the Cities shall not be deemed a waiver of any other breach by Permittee of any term or condition of this Permit other than the failure of Permittee to make timely the particular payment so accepted.

20.2 Termination of Prior Agreements. This Permit supersedes Agreements described in Exhibit A or subsequent Exhibit A(x) to the extent of the Facilities described in

Exhibit A or subsequent Exhibit A(x), each as of the effective date of this Permit. This Permit shall not operate to extinguish the indemnity and hazardous materials and premises restoration obligations imposed by said Agreements.

20.3 Costs of Cities. Whenever this Permit requires Permittee to reimburse the Cities for costs of the Cities, such costs are agreed to include all direct and indirect costs which the Cities incur whether with the Cities' own forces or with independent contractors. These costs include salaries and all other costs the Cities incur for their employees, including attorneys, all material and equipment costs, together with an administrative handling charge and allocation of general overhead expense as determined by the Cities in good faith.

20.4 No Joint Venture. Nothing contained in this Permit shall have the effect of creating a joint venture or partnership between or among the parties, or of rendering one liable for any of the debts or obligations of any other, unless expressly provided in this Permit. Further, nothing contained in this Permit shall have the effect of creating a joint venture or partnership between the Cities or to render either of such entities liable for the debts, obligations or actions of the other, nor shall either the City of Los Angeles or the City of Long Beach be liable or responsible hereunder for any default, failure of performance, action or inaction of the other solely as a result of this Permit.

20.5 Actions of the Cities. All actions (except as otherwise specified in this Permit), approvals, decisions and consents of the Cities under this Permit shall require the consent of both the City of Los Angeles and the City of Long Beach in the Cities' sole and absolute discretion.

20.6 Governing Law; Venue. This Permit shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Permit shall be tried and litigated exclusively in the State and Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Permit in any jurisdiction other than that specified in this Paragraph, except that the Cities or either of them may in their sole and absolute discretion file and pursue actions in other forums in order to obtain such relief as the Cities or either of them deem appropriate.

20.7 Construction; Headings. The language in all parts of this Permit shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties. Paragraph headings in this Permit are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Permit. Whenever required by the context of this Permit, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter genders shall each include the other. References in this Permit to days shall mean calendar days unless otherwise expressly provided.

20.8 Severability. Each provision of this Permit shall be interpreted so as to be effective and valid to the fullest extent possible. In the event, however, that any provision

contained herein shall for any reason be held invalid, illegal or unenforceable in any respect, then, in order to effect the purposes of this Permit it shall be construed as if such provision had never been contained herein.

20.9 Amendments. This Permit shall not be altered, modified, or amended except by an instrument in writing, agreed to and signed by all parties. Any such alterations, modifications, or amendments are subject to all applicable approval processes required by, without limitation, either of the Cities' Charter and Administrative Codes.

20.10 No Liens. Permittee shall pay or cause to be paid all costs and charges for work done by it or caused to be done by it in, on, or to the Permit Areas and for all materials furnished for or in connection with such work. Permittee shall keep the Permit Areas free from any mechanics' liens, vendors' liens or any other liens arising out of any work performed, materials furnished or obligations incurred by Permittee. In the event that there shall be recorded against the Permit Areas or the property of which the Permit Areas are a part any claim or lien arising out of any such work performed, materials furnished or obligations incurred by Permittee and such claim or lien is not removed or discharged, or Permittee has not provided a bond therefor, within ten (10) days of filing, the claim or lien shall constitute a default hereunder and the Cities shall have the right but not the obligation to pay and discharge the lien without regard to whether such lien shall be lawful or correct. Nothing contained in this Permit shall be deemed the consent or agreement of the Cities to subject the Cities' interest in the Permit Areas to liability under any mechanics' or other lien law.

20.11 Signs. Except for signs, markings and notices required by agencies with jurisdiction, Permittee shall not install, place, inscribe, paint or otherwise attach any sign, advertisement, notices, marquee or awning on any part of the Permit Areas without the prior written consent of the Cities.

20.12 Security Measures. Permittee hereby acknowledges that the Permit Fee payable to the Cities hereunder does not include the cost of guard service or other security measures, and that the Cities have no obligation whatsoever to provide security. Permittee assumes all responsibility for the security and protection of the Permit Areas, Permittee, its agents and invitees and their property from the acts of third parties.

20.13 Small/Very Small Business Enterprise Program. It is the policy of the City of Los Angeles to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City of Los Angeles contracts in all areas where such contracts afford such participation opportunities. Permittee shall assist the City of Los Angeles in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunities which might be presented under the Permit.

20.14 Service Contract Worker Retention and Living Wage Policy. The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999 agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contract Worker Retention (SCWR) as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage (LW) requirements. Permittee shall comply with these policies wherever applicable. Violation of this provision, where applicable, shall entitle the City of Los Angeles to terminate this Permit and otherwise pursue legal remedies that may be available.

20.15 Business Tax Registration Certificates. Permittee represents that it has obtained and presently holds the Business Tax Registration Certificates required by the City of Los Angeles and/or the City of Long Beach, as applicable. Permittee will provide each City evidence that such certificates have been obtained. Permittee shall maintain all such certificates required of it by each of the Cities and shall not allow any such certificates to be revoked or suspended.

20.16 Manager; Representatives. The Cities may designate one or more property managers, representatives, designees or employees to serve as their respective contact person or persons for purposes of this Permit. Permittee agrees to cooperate with any other persons or entities occupying, managing, using or performing work on the various portions of the Permit Areas, including but not limited to ACTA and its designees.

20.17 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 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. Permittee shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate this Permit with Permittee and pursue any and all other legal remedies that may be available.

21. ADDITIONS. There is attached to this Permit an addendum, consisting of numbered Paragraphs 24 and 25, inclusive, the provisions of which are made a part of this Permit as though set forth herein in full.

22. DELETIONS. Paragraph(s) N/A is/are deleted and is/are not considered as part of this Permit and it is so marked.


23. COUNTERPARTS. This Permit 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.

<Signatures on Following Pages>

"PERMITTEE"

PARAMOUNT PIPELINE, LLC
a Delaware limited liability company

Dated: Feb 8, 2021

By: 
Name: ROBERT P SCHLATISK
Title: CHAIRMAN

Dated: _____, 2021

By: _____
Name: _____
Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Los Angeles

On Feb 8, 2021

Date

before me,

Corrine L Galbez, Notary

Here Insert Name and Title of the Officer

personally appeared

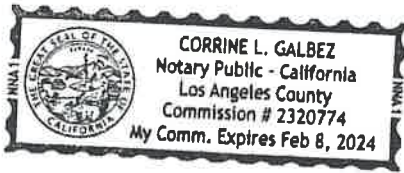
Robert P. Schlatter

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature:

Corrine L Galbez

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

[Empty box for thumbprint]

Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

[Empty box for thumbprint]

“CITIES”

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

Dated: _____, 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

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

Dated: _____, 2021

By: _____
EUGENE D. SEROKA
Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

Approved as to form and legality this 10th day of Feb, 2021

MICHAEL N. FEUER, City Attorney
Janna B. Sidley, General Counsel

By: _____
Heather M. McCloskey, Deputy

ADDENDUM

24. MITIGATION MEASURES AND ENVIRONMENTAL OBLIGATIONS. The operational activities associated with Line 4, as described in Exhibit A, are subject to Mitigation Measures HM 2a, HM 2b, and HM 2c as modified in the Finding of Fact, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Air Products Hydrogen Pipeline Project Environmental Impact Report (State Clearinghouse No. 2020059038), Permittee acknowledges and agrees to perform all environmental mitigation measures and mitigation monitoring and reporting set forth collectively in Exhibit “H” attached hereto.

25. GUARANTY. As a further condition precedent to this Permit becoming effective for any purpose, Permittee’s affiliated company, AltAir Paramount, LLC, a Delaware limited liability company, shall furnish, on or before the Effective Date, and shall keep in full force and effect a guaranty substantially in the form of Exhibit “I” attached hereto.

EXHIBIT "A"

Schedule Of Permit Areas Paramount Petroleum, LLC Facilities on Port of Long Beach / Port of Los Angeles Jointly Owned Railroad Rights of Way

MJRP Index No. (Exh. B Map No.)	Railroad Right of Way	Cal Pacific P#	Former Lease Audit No.	Mile Post	Facility Location (cross street)	Facility Description	Line No.	Paramount Pipeline Drawing No.	Date of Occupancy (If Known)	Facility Status	Permit Areas				Comments
											In Public Way?	Length (ft.)	Width (ft.)	Annual Fee (\$2,000 min.)	
1	UPRR San Pedro Branch (Former)	P-00266	UP 3800	14.54 (UP)	825' N of Market St	6" H2 Gas Pipeline	Line 4	4-A-329A	6/28/1922	Active	N	73	5	\$ 2,000.00	Line is owned by Paramount. Air Products operates and maintains the line as permitted under POLA 20-18/POLB HD.
2	UPRR San Pedro Branch (Former)		Not Identified	19.99 (UP)	95' N of Willow St.	6" Products Pipeline	Line 3	PLM-0304		Active	N	119	5	\$ 2,000.00	
3	Alameda Corridor	P-00345	708070	15.63 (ACTA)	705' N of Lomita Blvd. CL	10" Products Pipeline	Line 140	GX-140-12	2/4/1993	Active	N	60	5	\$ 2,000.00	
4	SP San Pedro Branch (Former)		Not Identified	501.30 (SP)	Mauretania St. at Alameda St.	10" Products Pipeline	Line 140-A	GX-140A-3		Active	N	87	5	\$ 2,000.00	
5	SP San Pedro Branch (Former)	P-02030	181880	501.71 - 502.89 (SP)	Grant St. to Harry Bridges Blvd.	12/8" Products Pipeline	Line 160	GX160-3 to GX160-6		Active	N/Y	6,461	5	\$ 41,696.00	Fee Based on 5,212' Which Excludes Public Way (Exclusive of Future Alameda St. Widening) & the Appurtenant Facility (Valve Site) Shown Below.
6	SP San Pedro Branch (Former)	P-2027	161165	501.71 (SP)	Grant St	8' x 7' Valve Box in 11' x 11' Bollards (ES 128 + 34)	Line 160	GX160-6	8/27/1983	Active	N	11	11	\$2,000.00	Appurtenant Facility (Valve Site)
7	Alameda Corridor		Not Identified	16.87 (ACTA)	Grant St	8" Products Pipeline	Line 160	GX160-6		Active	N	100	5	\$ 2,000.00	No Public Access to Grant St. at This Location
8	Long Beach Lead		Not Identified	501.85 (SP)	Long Beach Lead West of Dominguez Channel	8" Products Pipeline	Line 160	GX160-6 to GX160-7		Active	N	310	5	\$ 2,480.00	

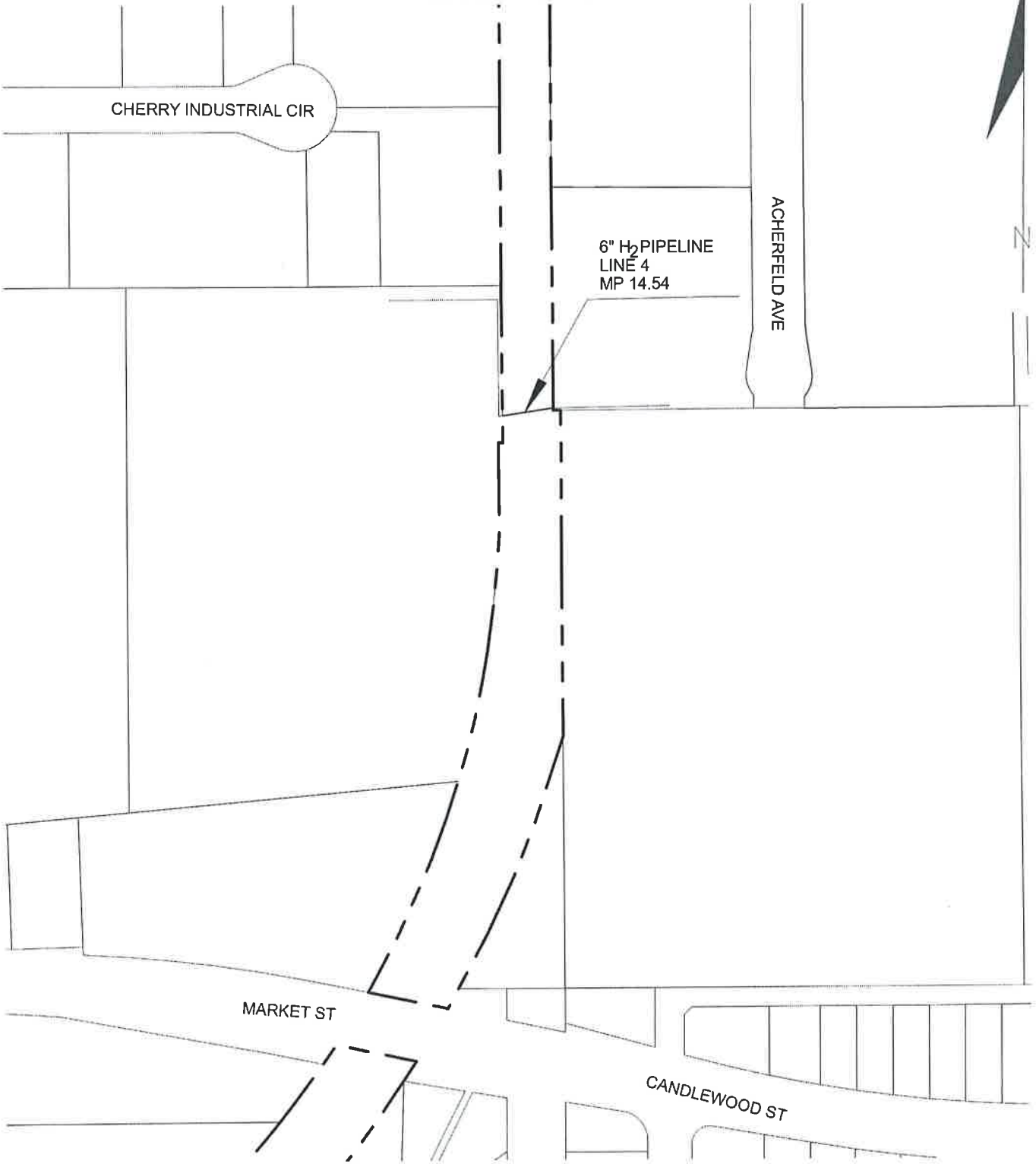
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MJRP Index No. (Exh. B Map No.)	Railroad Right of Way	Cal Pacific P#	Former Lease Audit No.	Mile Post	Facility Location (cross street)	Facility Description	Line No.	Paramount Pipeline Drawing No.	Date of Occupancy (If Known)	Facility Status	Permit Areas			Comments	
											In Public Way?	Length (ft.)	Width (ft.)		Annual Fee (\$2,000 min.)
9	UPRR San Pedro Branch (Former) and Long Beach Lead	P-00512	144275	18.64 to 21.71 (UP) 501.95 to 501.98 (SP)	N. of Wardlow Rd. to Long Beach Lead	8/10" Products Pipeline	Line 160	GX160-6 to GX160-13		Active	NY	13,690	5	\$ 107,784.00	Fee Based on 13,473' Which Excludes Public Way & the Appurtenant Facilities Shown Below.
10	Long Beach Lead		Not Identified	501.97 (SP)	Pennington Ave.	Valve Box at Pipeline E.S. 156+85	Line 160	GX160-7		Active	N	8' Diameter	-	\$ 2,000.00	Appurtenant Facility (Valve Site)
11	UPRR San Pedro Branch (Former)	P-00512	144275	21.45 (UP)	Near Foote Ave.	Valve Box at Pipeline E.S. 171+58	Line 160	GX160-7		Active	N	13	5	\$ 2,000.00	Appurtenant Facility (Manifold) in Valero Enclosure
12	UPRR San Pedro Branch (Former)	P-00512	144275	20.88 (UP)	Near PCH	Valve Box at Pipeline E.S. 203+97	Line 160	GX160-8		Active	N	5' Diameter	-	\$ 2,000.00	Appurtenant Facility (Valve Site)
13	UPRR San Pedro Branch (Former)	P-00265	82297	17.05 (UP)	Los Angeles River	8" Products Pipeline	Line 160	GX160-15 and GX160-16		Active	N	136 & 150	5	\$ 2,288.00	LA River
14	UPRR San Pedro Branch (Former)		Not Identified	11.79 (UP)	Somerset Blvd. Paramount	8" Products Pipeline	Line 145	GX145-20		Active	Y	60	5	\$ 2,000.00	1/3 Portion of Line owned by Kinder Morgan
														\$ 174,248.00	

Note: The Audit Number in Item 5 above, SP# 708070, also covers facilities within property solely owned by the Port of Los Angeles. Nothing in this Permit terminates said agreement with respect to such property or releases Paramount from any obligations thereunder.

EXHIBIT B - 1



DISTANCE ON PORTS' PROPERTY: 73' +/-

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____
 BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd, Ste. M Garden Grove, CA 92641 714/798-0500	PORT OF LOS ANGELES/PORT OF LONG BEACH			
	PERMITTEE PARAMOUNT PIPELINE, LLC			
	TR UP SAN PEDRO BR	MP AS SHOWN	FACILITY	AS SHOWN
	CITY LONG BEACH		COUNTY LOS ANGELES	
	SCALE AS SHOWN	THOMAS GUIDE 785 G2	REVISION	DATE 12/01/2020
			SHEET NO.	

EXHIBIT B - 2



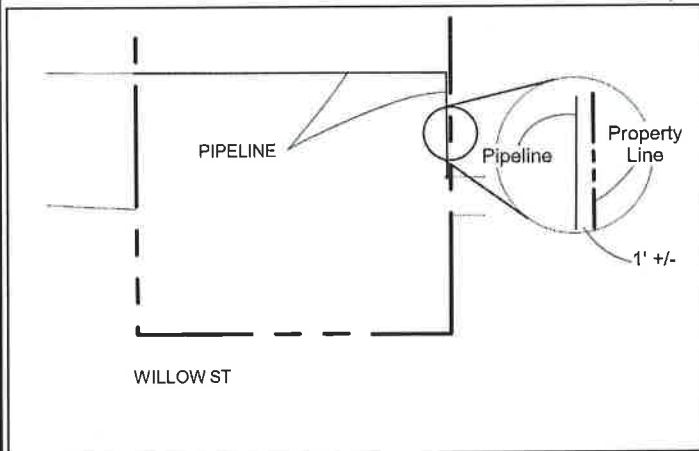
6" PRODUCTS PIPELINE
 LINE 3
 MP 19.99
 (SEE DETAIL)

SEPULVEDA BLVD

WILLOW ST

TERMINAL ISLAND
 FREEWAY
 SR 103

DETAIL
 (No Scale)



1" = 100'

DISTANCE ON PORTS' PROPERTY: 119' +/-

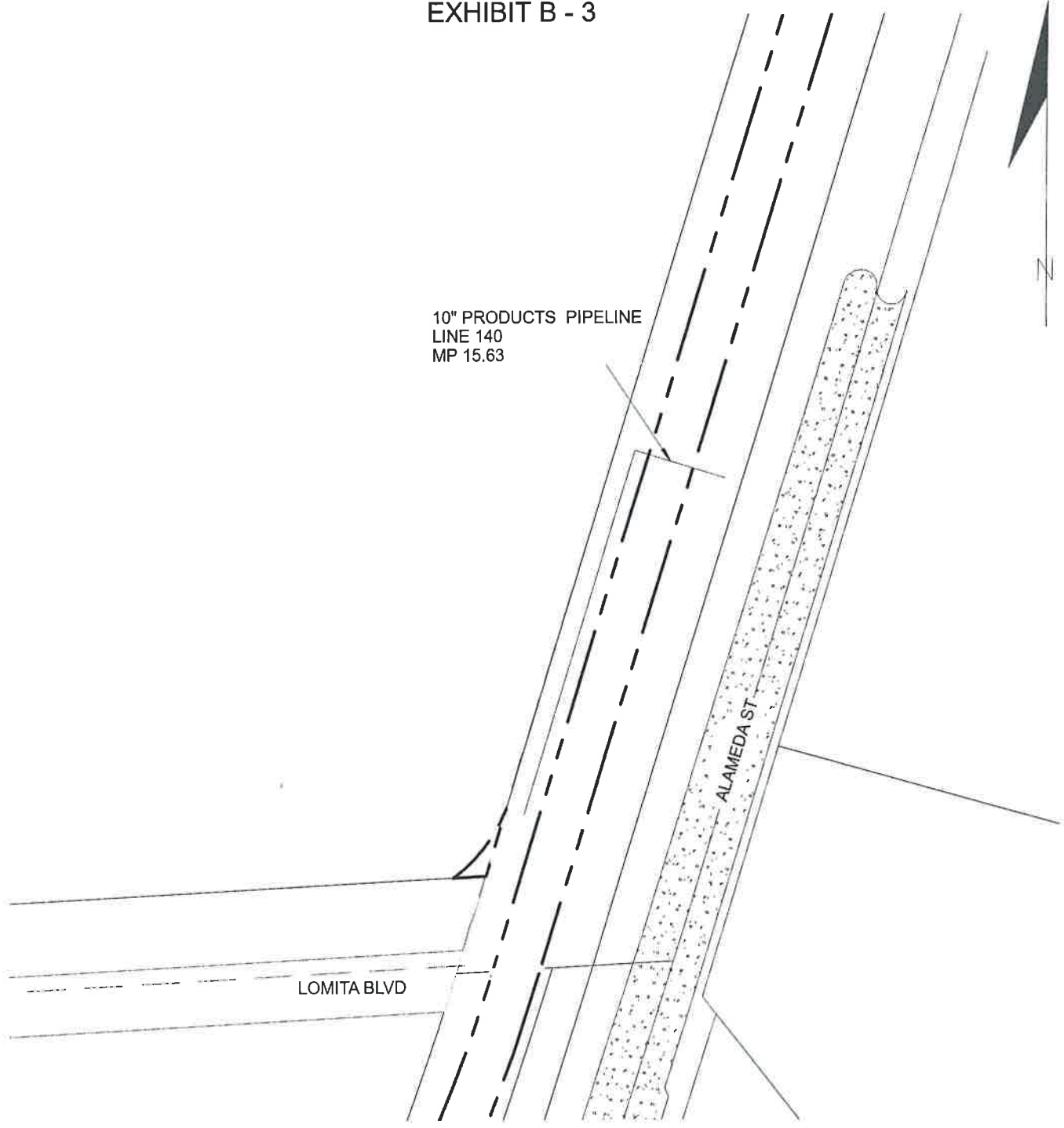
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7240 Gardner Grove Blvd. Ste. M Gardena, CA 90241 714/799-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE PARAMOUNT PIPELINE, LLC				
	RR	UP SAN PEDRO BR	MP	AS SHOWN	FACILITY AS SHOWN
	CITY LONG BEACH			COUNTY LOS ANGELES	
	SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO.
	AS SHOWN	795 A3		12/01/2020	

EXHIBIT B - 3



DISTANCE ON PORTS' PROPERTY: 60' +/-

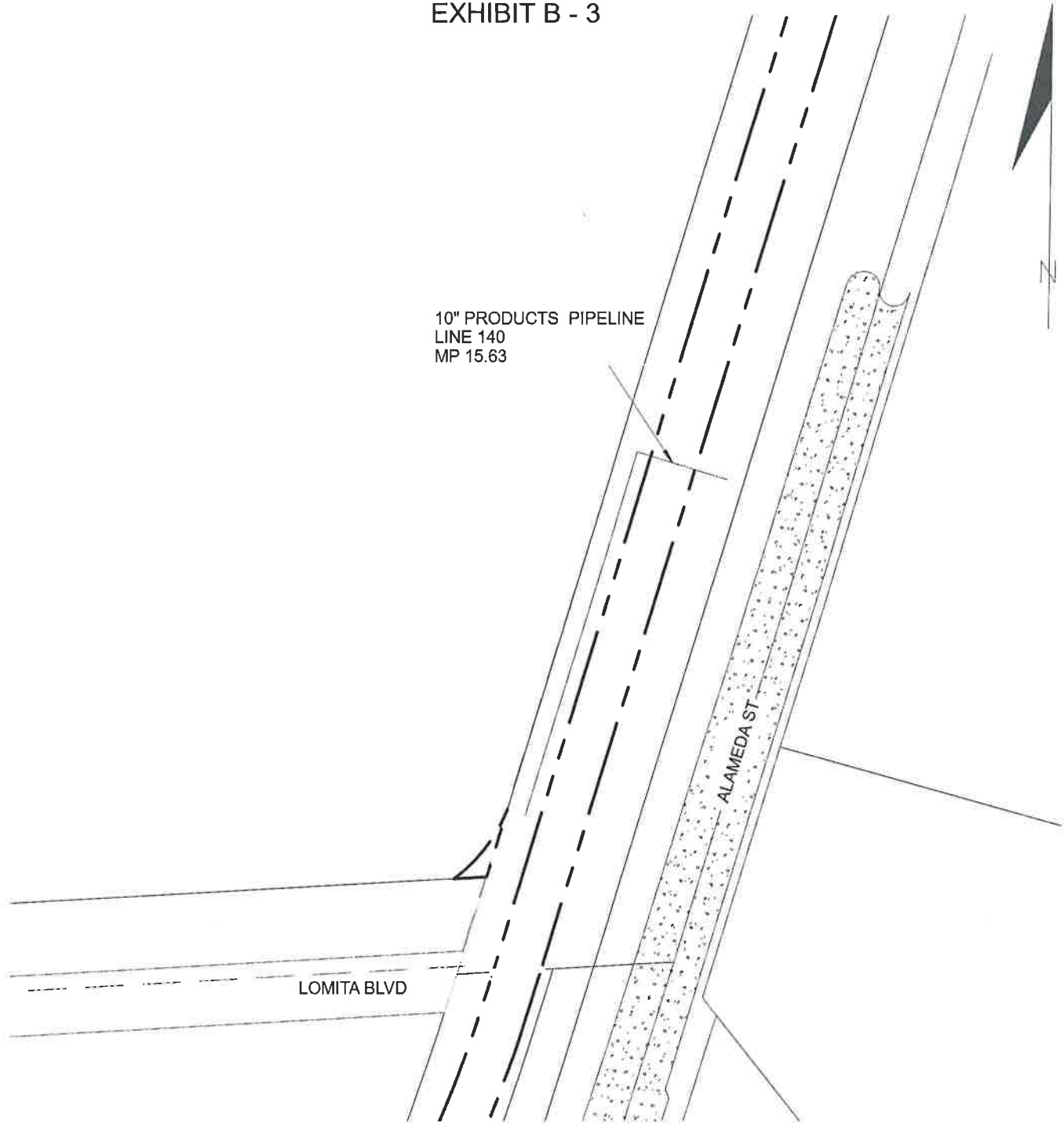
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92641 714/799-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH			
	PERMITTEE PARAMOUNT PIPELINE, LLC			
	RR ACTA CORRIDOR	MP AS SHOWN	FACILITY AS SHOWN	
	CITY CARSON		COUNTY LOS ANGELES	
	SCALE AS SHOWN	THOMAS GUIDE 794 H3	REVISION	DATE 12/01/2020

EXHIBIT B - 3



DISTANCE ON PORTS' PROPERTY: 60' +/-

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY — — — — —

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92841 714/799-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE: PARAMOUNT PIPELINE, LLC				
	RR ACTA CORRIDOR	MP AS SHOWN	FACILITY AS SHOWN		
	CITY: CARSON			COUNTY: LOS ANGELES	
	SCALE: AS SHOWN	THOMAS GUIDE: 794 H3	REVISION:	DATE: 12/01/2020	SHEET NO.:

EXHIBIT B - 4

PACIFIC COAST HIGHWAY

10" PRODUCTS PIPELINE
LINE 140A
MP 501.30

MAURETANIA ST

ALAMEDA ST



DISTANCE ON PORTS' PROPERTY: 87' +/-

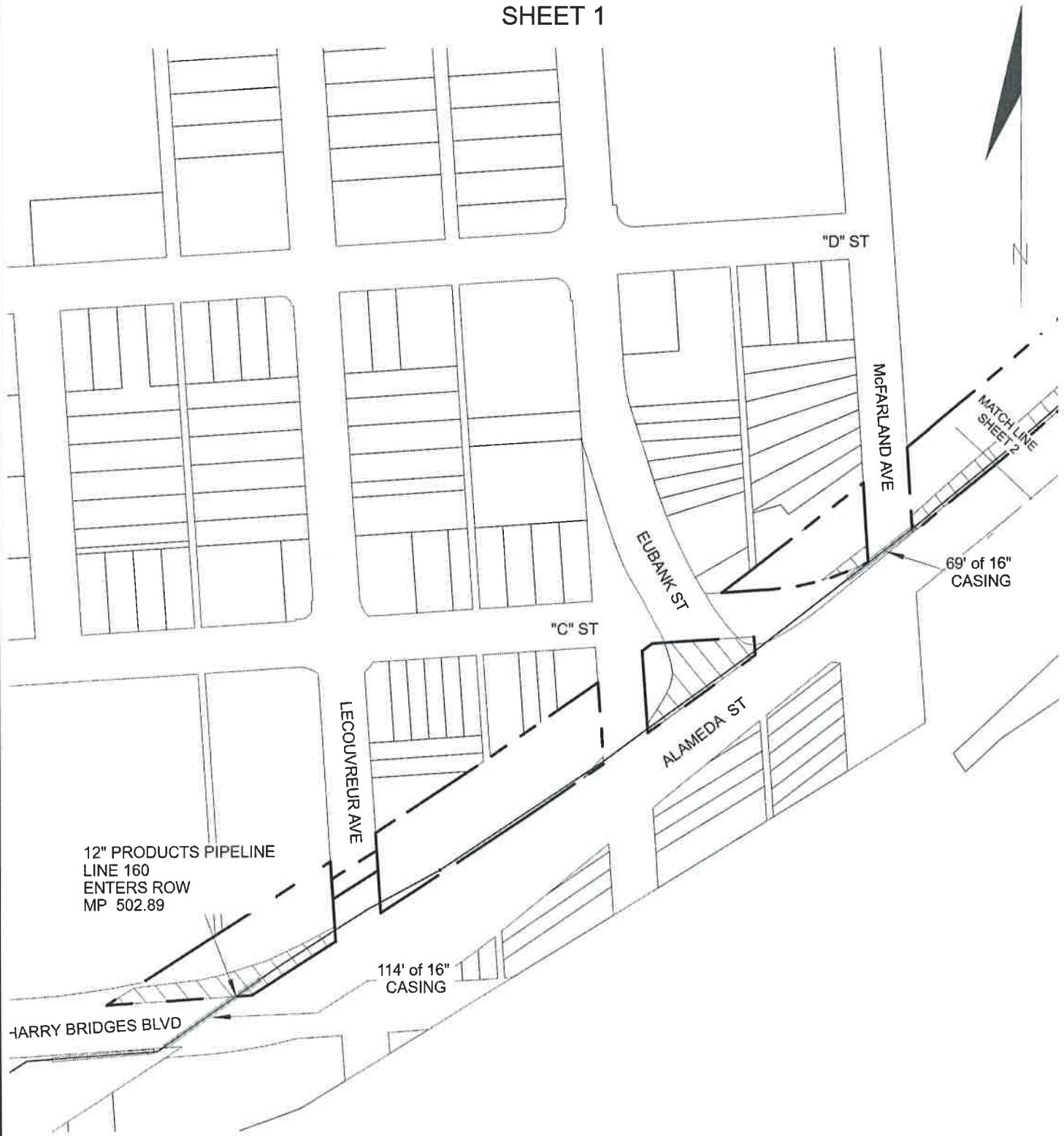
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY ————

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd, Ste. M Garden Grove, CA 92641 714/798-0800	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE: PARAMOUNT PIPELINE, LLC				
	PER SP SAN PEDRO BR	MAP AS SHOWN	FACILITY AS SHOWN		
	CITY: LOS ANGELES			COUNTY: LOS ANGELES	
	SCALE: AS SHOWN	THOMAS GUIDE: 784 H5	REVISION:	DATE: 12/01/2020	SHEET NO:

EXHIBIT B - 5
SHEET 1



12" PRODUCTS PIPELINE
LINE 160
ENTERS ROW
MP 502.89

114' of 16" CASING

69' of 16" CASING



DISTANCE ON PORTS' PROPERTY:
6,461 +/- LESS 1,241 +/- IN PUBLIC WAY &
PIPELINE APPURTENANT LOCATION
5,212 +/- NET

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

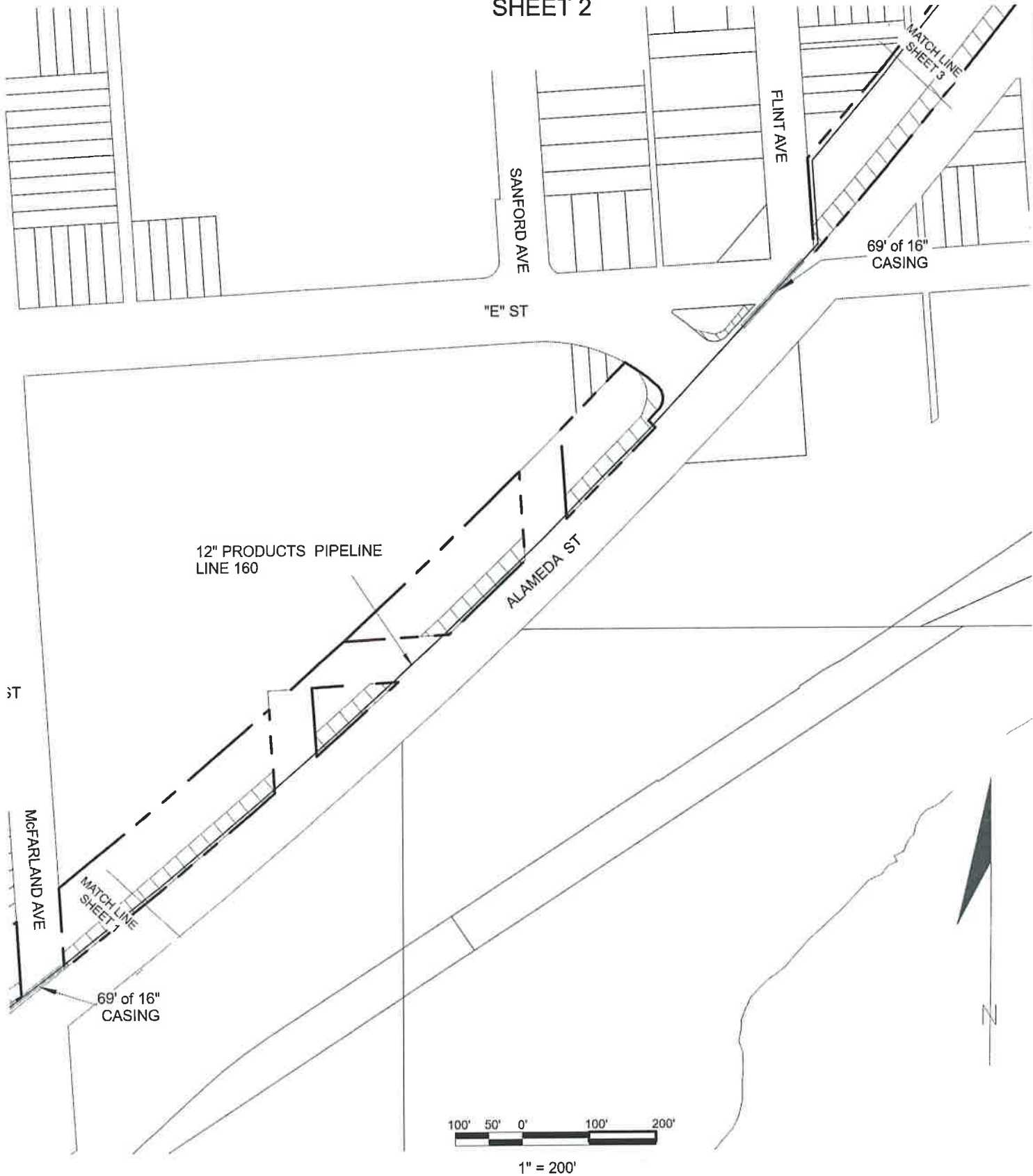
JOINT PORTS' RIGHT OF WAY SHOWN BY

PENDING STREET EXPANSION AREA SHOWN BY

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92841 714/799-0800					PORT OF LOS ANGELES/PORT OF LONG BEACH				
PERMITTEE					PARAMOUNT PIPELINE, LLC				
PER	SP SAN	MP	FACILITY	AS SHOWN					
	PEDRO BR		AS SHOWN						
CITY			LOS ANGELES		COUNTY		LOS ANGELES		
SCALE		THOMAS GUIDE		REVISION	DATE	SHEET NO			
AS SHOWN		794 F7 TO 794 G8			12/01/2020				

EXHIBIT B - 5
SHEET 2



This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

PENDING STREET EXPANSION AREA SHOWN BY 

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd., Ste. M Garden Grove, CA 92641 714/789-0500	PORT OF LOS ANGELES/PORT OF LONG BEACH			
	PERMITTEE		PARAMOUNT PIPELINE, LLC	
	RR	SP SAN PEDRO BR	MP AS SHOWN	FACILITY AS SHOWN
	CITY		COUNTY	
	LOS ANGELES		LOS ANGELES	
	SCALE	THOMAS GUIDE	REVISION	DATE
AS SHOWN			12/01/2020	
			SHEET NO.	

EXHIBIT B - 5
SHEET 3



This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

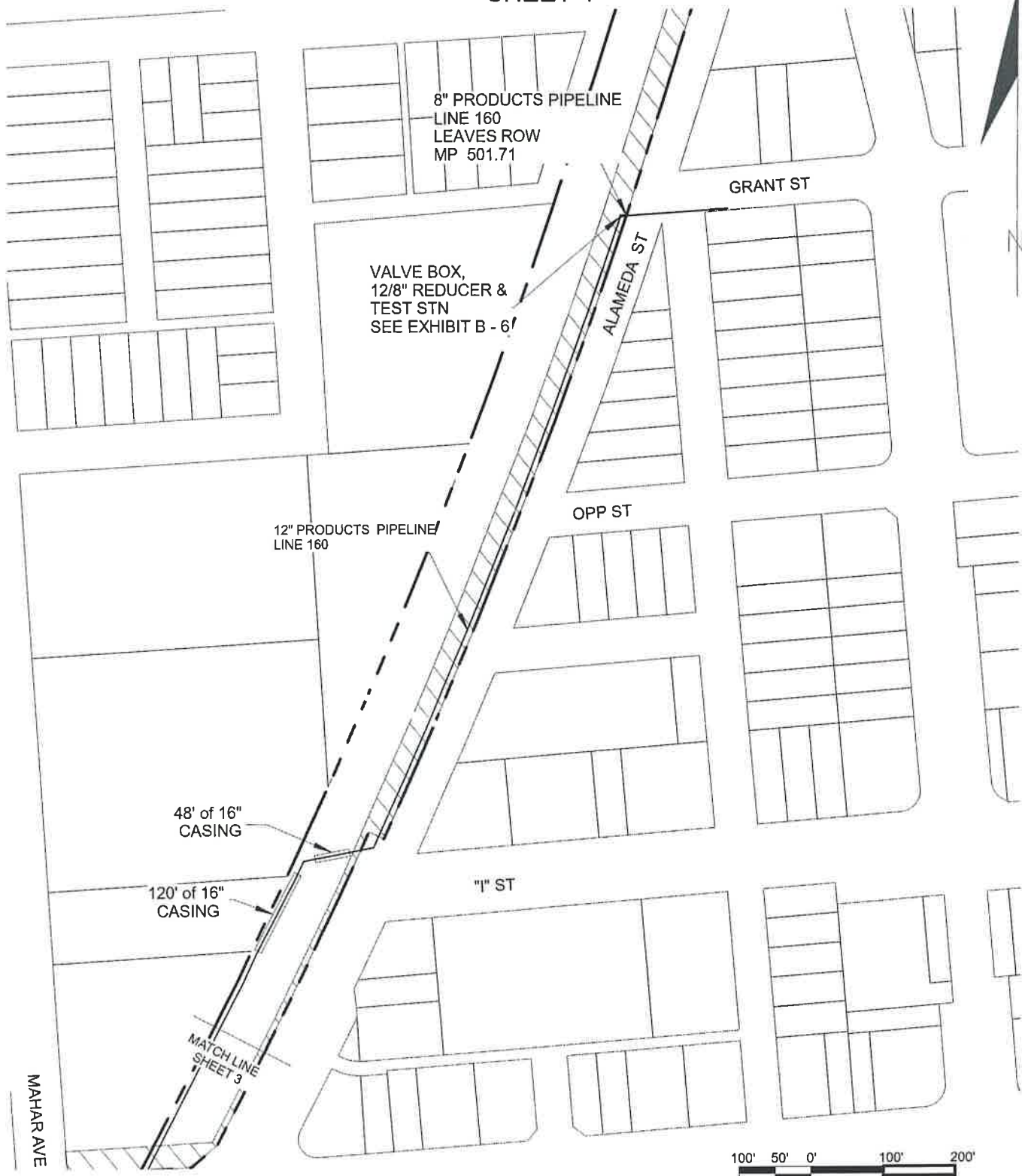
JOINT PORTS' RIGHT OF WAY SHOWN BY _____

PENDING STREET EXPANSION AREA SHOWN BY 

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Carden Grove Blvd., Ste. M Gardena, CA 90247 714/798-0900					PORT OF LOS ANGELES/PORT OF LONG BEACH				
					PERMITTEE				
RR		MP		FACILITY					
SP SAN PEDRO BR		AS SHOWN		AS SHOWN					
CITY				COUNTY					
LOS ANGELES				LOS ANGELES					
SCALE		THOMAS GADE		REVISION		DATE		SHEET NO	
AS SHOWN						12/01/2020			

EXHIBIT B - 5
SHEET 4



1" = 200'

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY

PENDING STREET EXPANSION AREA SHOWN BY

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC.
7245 Garden Grove Blvd. Ste. M
Garden Grove, CA 92841
714/799-0900

PORT OF LOS ANGELES/PORT OF LONG BEACH				
PERMITTEE PARAMOUNT PIPELINE, LLC				
RR	SP SAN	MP	FACILITY	
	PEDRO BR	AS	SHOWN	AS SHOWN
CITY			COUNTY	
LOS ANGELES			LOS ANGELES	
SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO
AS SHOWN			12/01/2020	

EXHIBIT B - 6

8/12" PRODUCTS PIPELINE
VALVE BOX AND TEST STATION
8' X 7' BOX SET IN 11' X 11' BOLLARDS
LINE 160
ES 128 + 34
MP 501.71

12" PRODUCTS PIPELINE
LINE 160

ALAMEDA ST

CRISTOBAL AVE

GRANT ST

50' 25' 0' 50' 100'

1" = 100'



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JOINT PORTS' RIGHT OF WAY SHOWN BY

PENDING STREET EXPANSION AREA SHOWN BY

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

AREA ON PORTS' PROPERTY: 11' X 11' = 121 SQFT

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92841 714/799-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE PARAMOUNT PIPELINE, LLC				
	RR	SP SAN PEDRO BR	MP AS SHOWN	FACILITY	AS SHOWN
	CITY LOS ANGELES			COUNTY LOS ANGELES	
	SCALE	THOMAS GUIDE	REVISION	DATE	SHEET 110
	AS SHOWN	794 G8		12/01/2020	

EXHIBIT B - 7



8" PRODUCTS PIPELINE
MP 16.87

GRANT ST

LEEDS AVE



DISTANCE ON PORTS' PROPERTY: 100' +/-

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY — —

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92841 714/789-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE: PARAMOUNT PIPELINE, LLC				
	RR	ACTA	MP AS SHOWN	FACILITY AS SHOWN	
	CITY: LOS ANGELES			COUNTY: LOS ANGELES	
	SCALE AS SHOWN	THOMAS GUIDE 704 HB	REVISION	DATE 12/01/2020	SHEET NO

EXHIBIT B - 8



DISTANCE ON PORTS' PROPERTY: 310' +/-

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd, Ste. M Garden Grove, CA 92841 714/798-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH			
	PERMITTEE PARAMOUNT PIPELINE, LLC			
	RR LONG BEACH LEAD	MP AS SHOWN	FACILITY	AS SHOWN
	CITY LOS ANGELES		COUNTY LOS ANGELES	
	SCALE AS SHOWN	THOMAS GUIDE 794 H8	REVISION	DATE 12/01/2020
			SHEET NO	

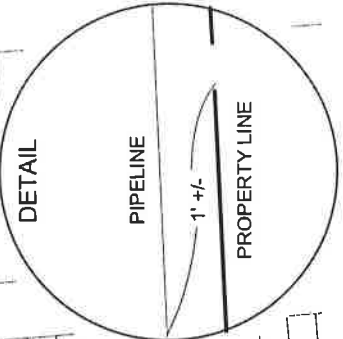
EXHIBIT B - 9 SHEET 1

MANIFOLD & TEST STN
IN VALERO VALVE ENCL.
MP 21.45 UP
SEE EXHIBIT B - 11

8" PRODUCTS PIPELINE
LINE 160
ENTERS ROW
MP 501.95 SP

VAULT - SEE EXHIBIT B - 10
MP 21.71 UP

SEE DETAIL



MATCH LINE
SHEET 2



1" = 200'

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

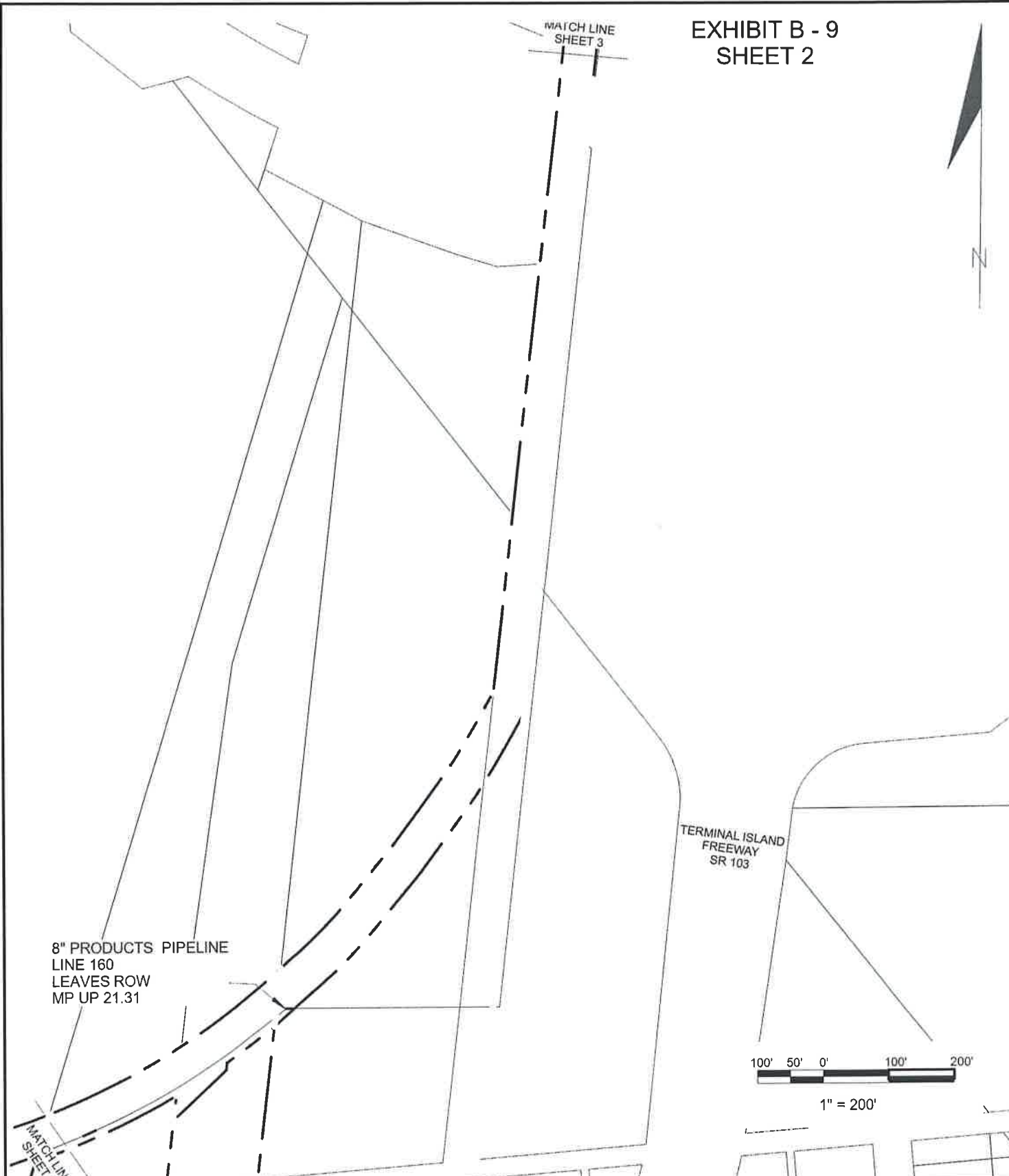
BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

DISTANCE ON PORTS' PROPERTY:
13,690 +/- LESS 217 +/- IN PUBLIC WAY &
PIPELINE APPURTENANT LOCATIONS
13,473 +/- NET

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd, Ste. M Garden Grove, CA 92841 714/799-0900			
PERMITEE	PARAMOUNT PIPELINE, LLC		
REG	MP	AS SHOWN	AS SHOWN
LB LEADUPRR	SAN PEDRO BR	CITY	COUNTY
		LOS ANGELES	LOS ANGELES
SCALE	AS SHOWN	THOMAS GUIDE	REVISION
		794 H5 TO 765 A7	DATE
			12/01/2020
			SHEET NO

PORT OF LOS ANGELES/PORT OF LONG BEACH

EXHIBIT B - 9
SHEET 2



8" PRODUCTS PIPELINE
LINE 160
LEAVES ROW
MP UP 21.31

TERMINAL ISLAND
FREEWAY
SR 103



This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

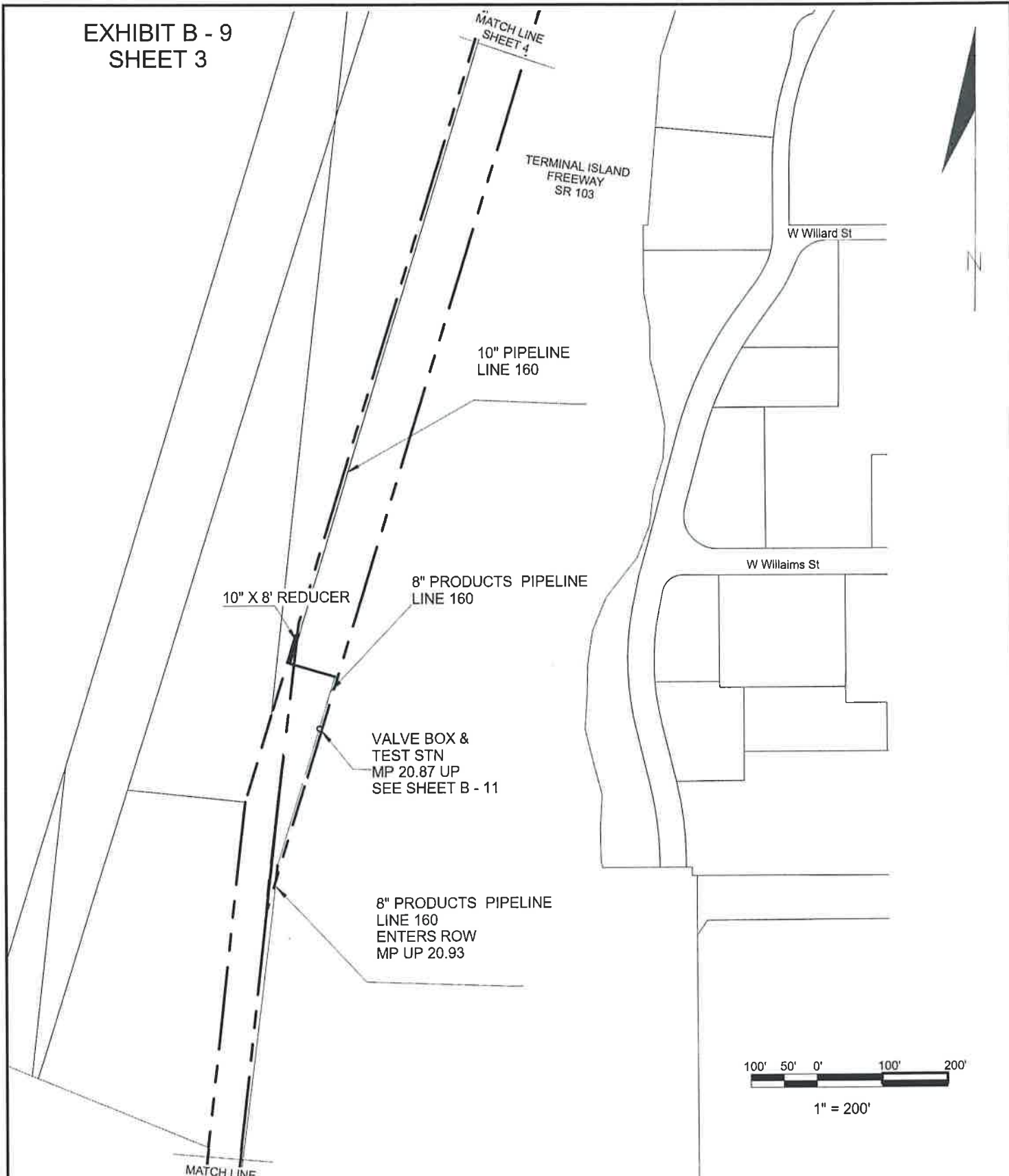
JOINT PORTS' RIGHT OF WAY SHOWN BY - - - - -

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC.
7245 Garden Grove Blvd. Ste. M
Garden Grove, CA 92841
714/799-0900

PORT OF LOS ANGELES/PORT OF LONG BEACH				
PERMITTEE PARAMOUNT PIPELINE, LLC				
RR	UPRR SAN PEDRO BR	MP	AS SHOWN	FACILITY AS SHOWN
CITY LOS ANGELES/LONG BEACH			COUNTY LOS ANGELES	
SCALE	THOMAS GUIDE	REVISION#	DATE	SHEET #/0
AS SHOWN			12/01/2020	

**EXHIBIT B - 9
SHEET 3**



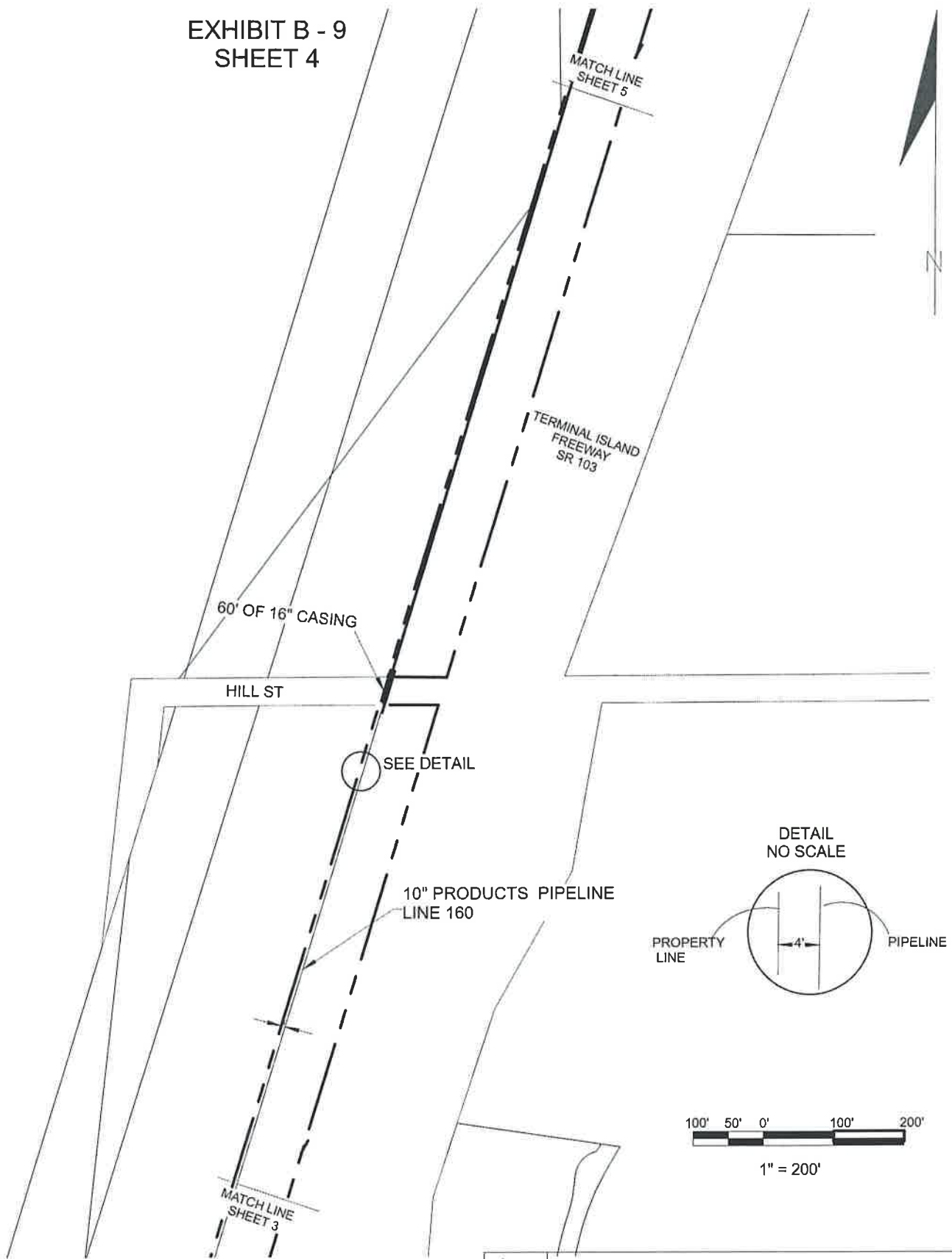
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92641 714/798-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE PARAMOUNT PIPELINE, LLC				
	FOR UPRR SAN PEDRO BR	MP AS SHOWN	FACILITY AS SHOWN		
	CITY LONG BEACH		COUNTY LOS ANGELES		
	SCALE AS SHOWN	THOMAS GUIDE	REVISION	DATE 12/01/2020	SHEET NO

EXHIBIT B - 9
SHEET 4



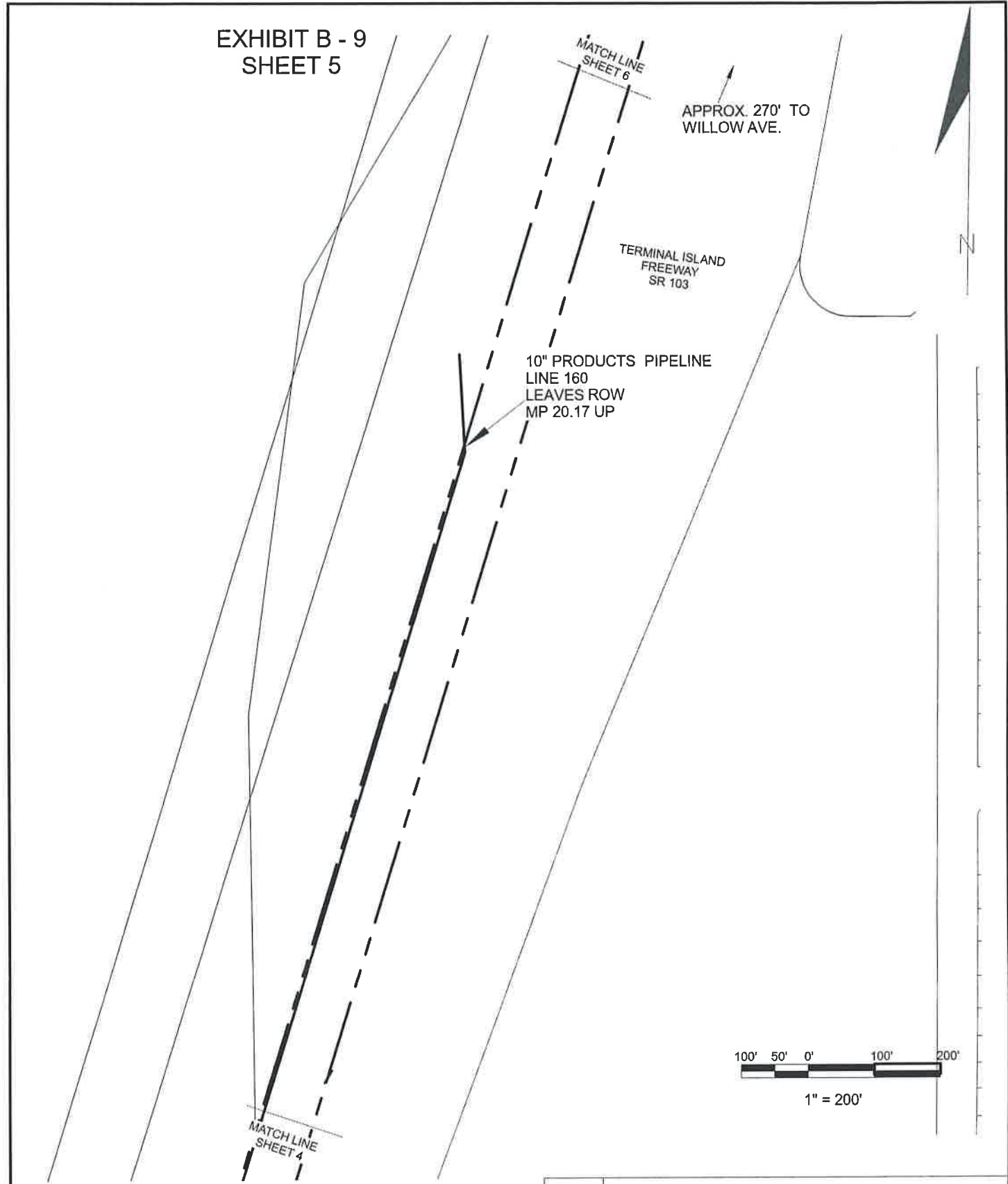
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd., Ste. M Garden Grove, CA 92841 714/799-0800					PORT OF LOS ANGELES/PORT OF LONG BEACH				
PERMITTEE					PARAMOUNT PIPELINE, LLC				
BY	UPRR SAN PEDRO BR	MP	AS SHOWN	FACILITY	AS SHOWN				
CITY				COUNTY					
LONG BEACH				LOS ANGELES					
SCALE	THOMAS GUIDE		REVISION	DATE	SHEET NO				
AS SHOWN				12/01/2020					

EXHIBIT B - 9
SHEET 5



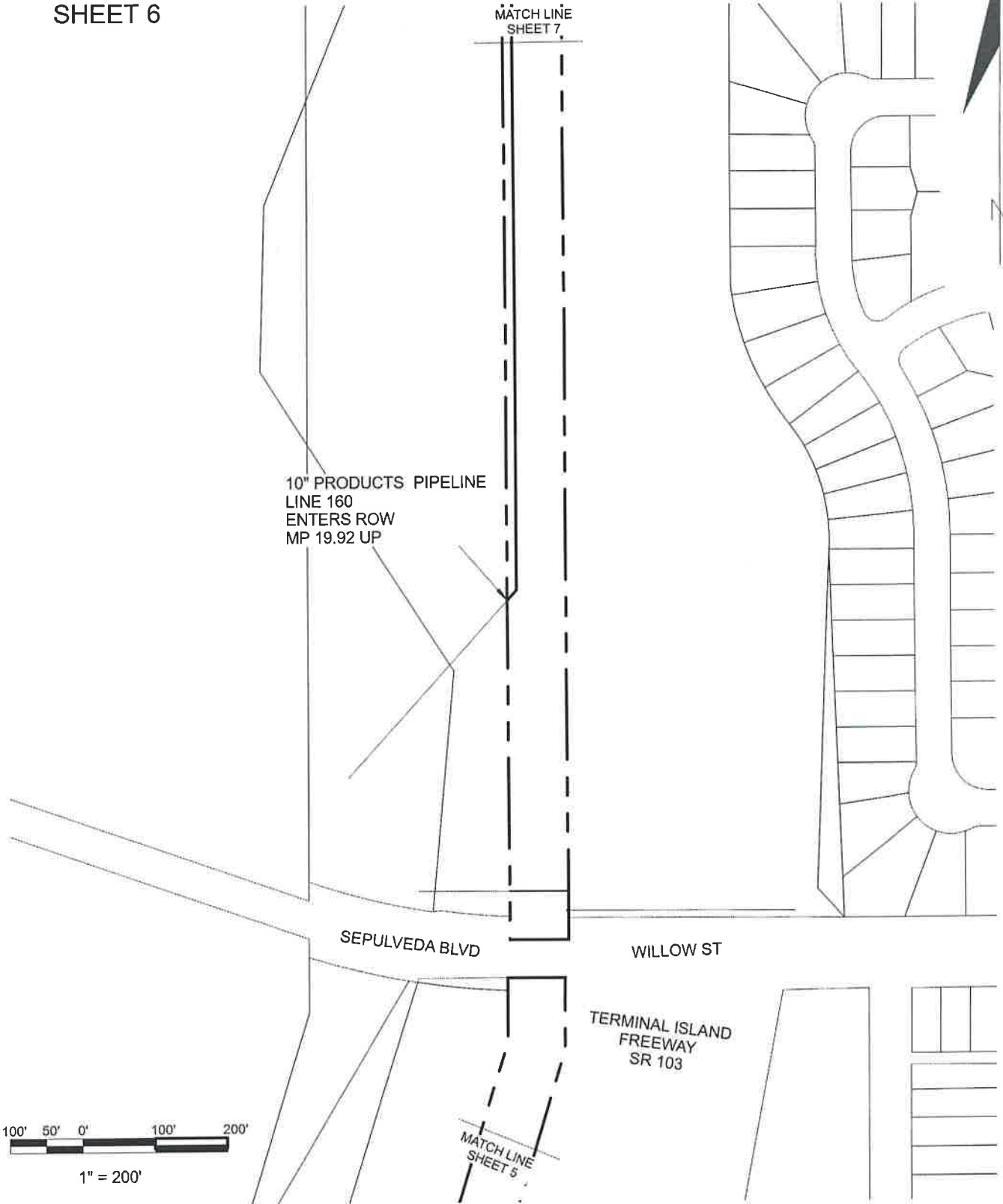
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92641 714/769-0800	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PE PARAMOUNT PIPELINE, LLC				
	RR	UPRR SAN PEDRO BR	AS SHOWN	AS SHOWN	
	CITY LONG BEACH			COUNTY LOS ANGELES	
	SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO
	AS SHOWN			12/01/2020	

EXHIBIT B - 9
SHEET 6



This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC.
17245 Garden Grove Blvd, Ste. M
Garden Grove, CA 92841
714/799-0900

PORT OF LOS ANGELES/PORT OF LONG BEACH				
PERMITTEE		PARAMOUNT PIPELINE, LLC		
RR	MP	FACILITY	AS SHOWN	
UPRR SAN PEDRO BR	AS SHOWN			
CITY			COUNTY	
LONG BEACH			LOS ANGELES	
SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO
AS SHOWN			12/01/2020	

EXHIBIT B - 9
SHEET 7

MATCH LINE
SHEET 8



W SPRING ST

W 29TH ST

10" PRODUCTS PIPELINE
LINE 160



MATCH LINE
SHEET 6

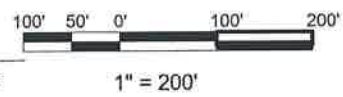
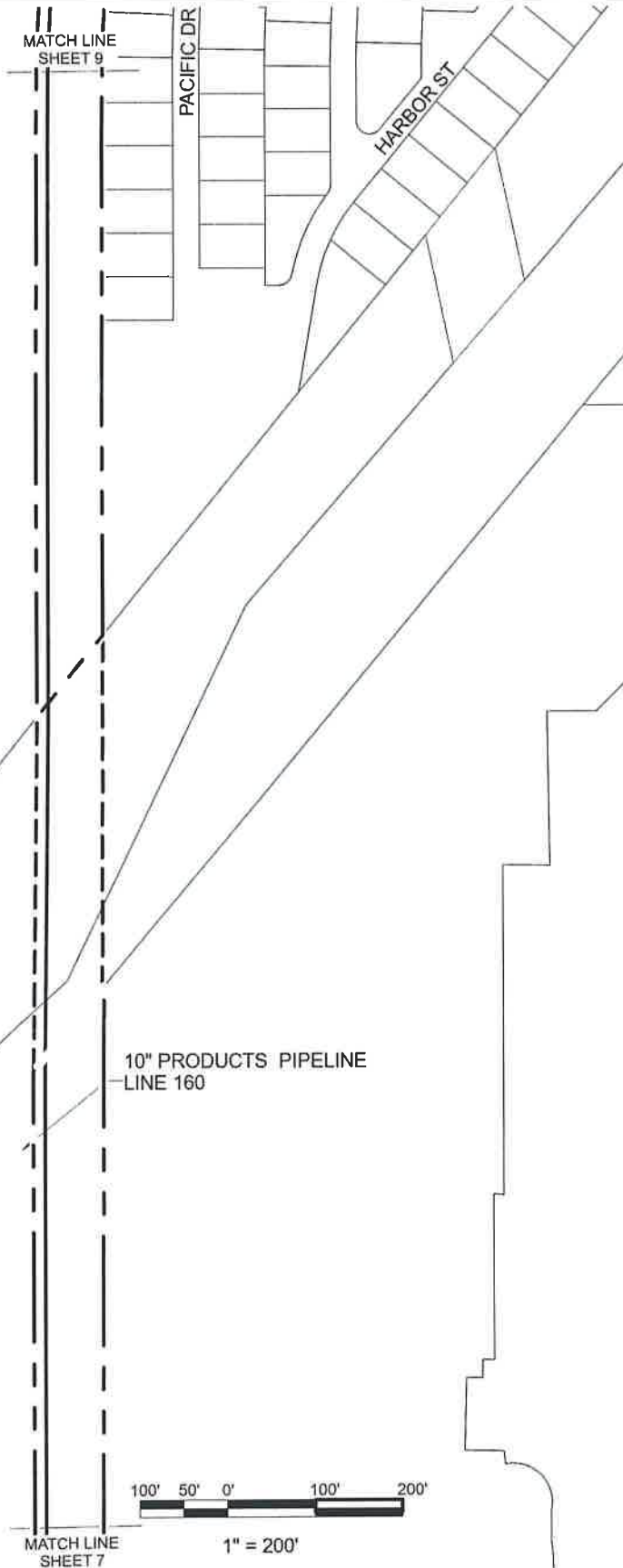
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd, Ste. M Garden Grove, CA 92841 714/799-0600	PORT OF LOS ANGELES/PORT OF LONG BEACH			
	PERMITTEE		PARAMOUNT PIPELINE, LLC	
	RR	UPRR SAN PEDRO BR	MP AS SHOWN	FACILITY AS SHOWN
	CITY		COUNTY	
	LONG BEACH		LOS ANGELES	
	SCALE	THOMAS GUIDE	REVISION	DATE
AS SHOWN			12/01/2020	
			SHEET NO	

EXHIBIT B - 9
SHEET 8



This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92641 714/759-0800	PORT OF LOS ANGELES/PORT OF LONG BEACH			
	PERMITTEE		PARAMOUNT PIPELINE, LLC	
	RR	UPRR SAN PEDRO BR	MP	AS SHOWN
	FACILITY		AS SHOWN	
	CITY		COUNTY	
	LONG BEACH		LOS ANGELES	
SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO
AS SHOWN			12/01/2020	

EXHIBIT B - 9
SHEET 9

10" PRODUCTS PIPELINE
LINE 160

MATCH LINE
SHEET 10

PACIFIC DR

PACIFIC DR

BEACH ST

MATCH LINE
SHEET 8



This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC.
7245 Garden Grove Blvd. Ste. W
Garden Grove, CA 92641
714/799-0900

PORT OF LOS ANGELES/PORT OF LONG BEACH

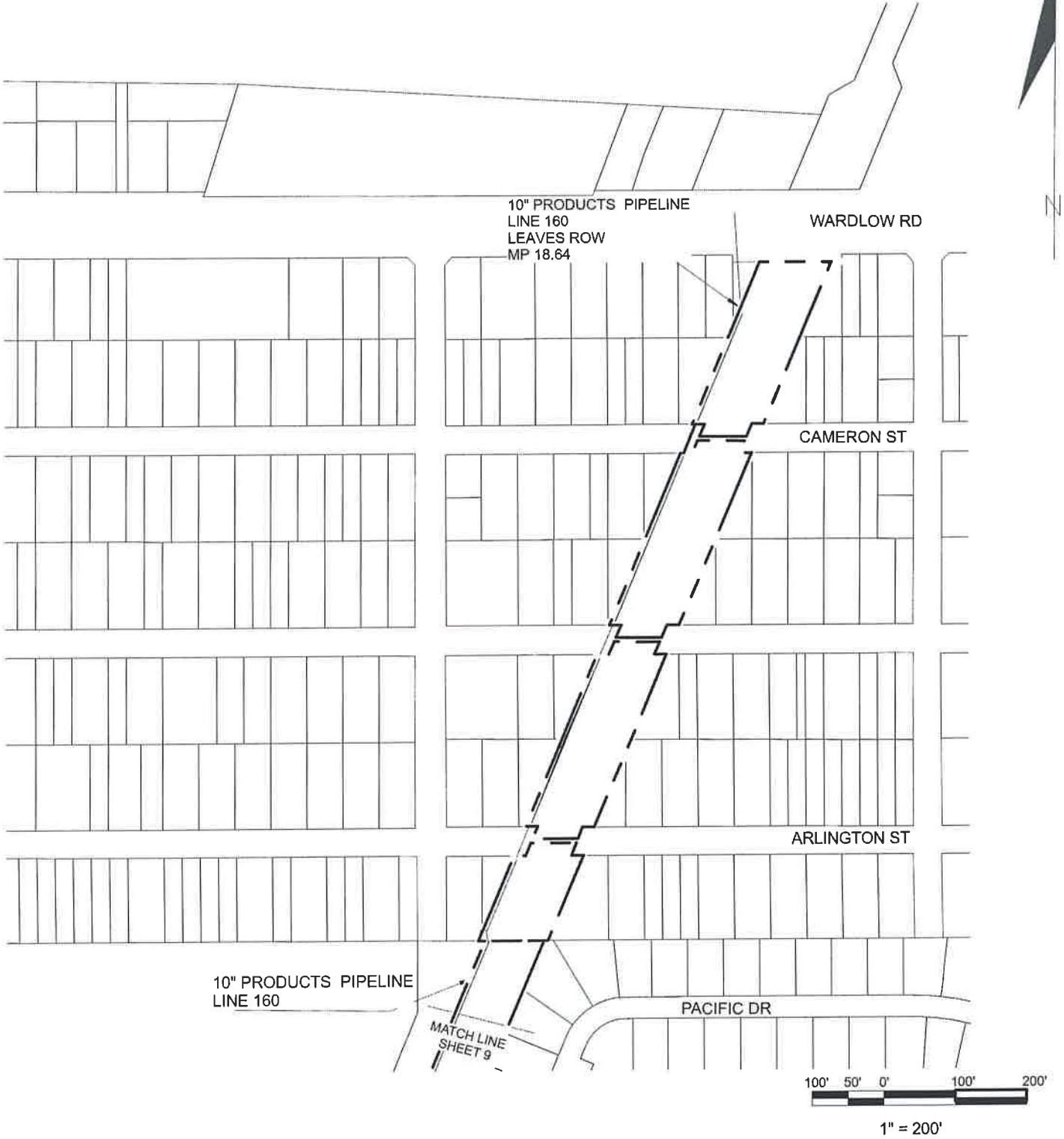
PERMITTEE
PARAMOUNT PIPELINE, LLC

RR	UPRR SAN PEDRO BR	MP	AS SHOWN	FACILITY	AS SHOWN
----	-------------------	----	----------	----------	----------

CITY	LONG BEACH	COUNTY	LOS ANGELES
------	------------	--------	-------------

SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO
AS SHOWN			12/01/2020	

EXHIBIT B - 9
SHEET 10



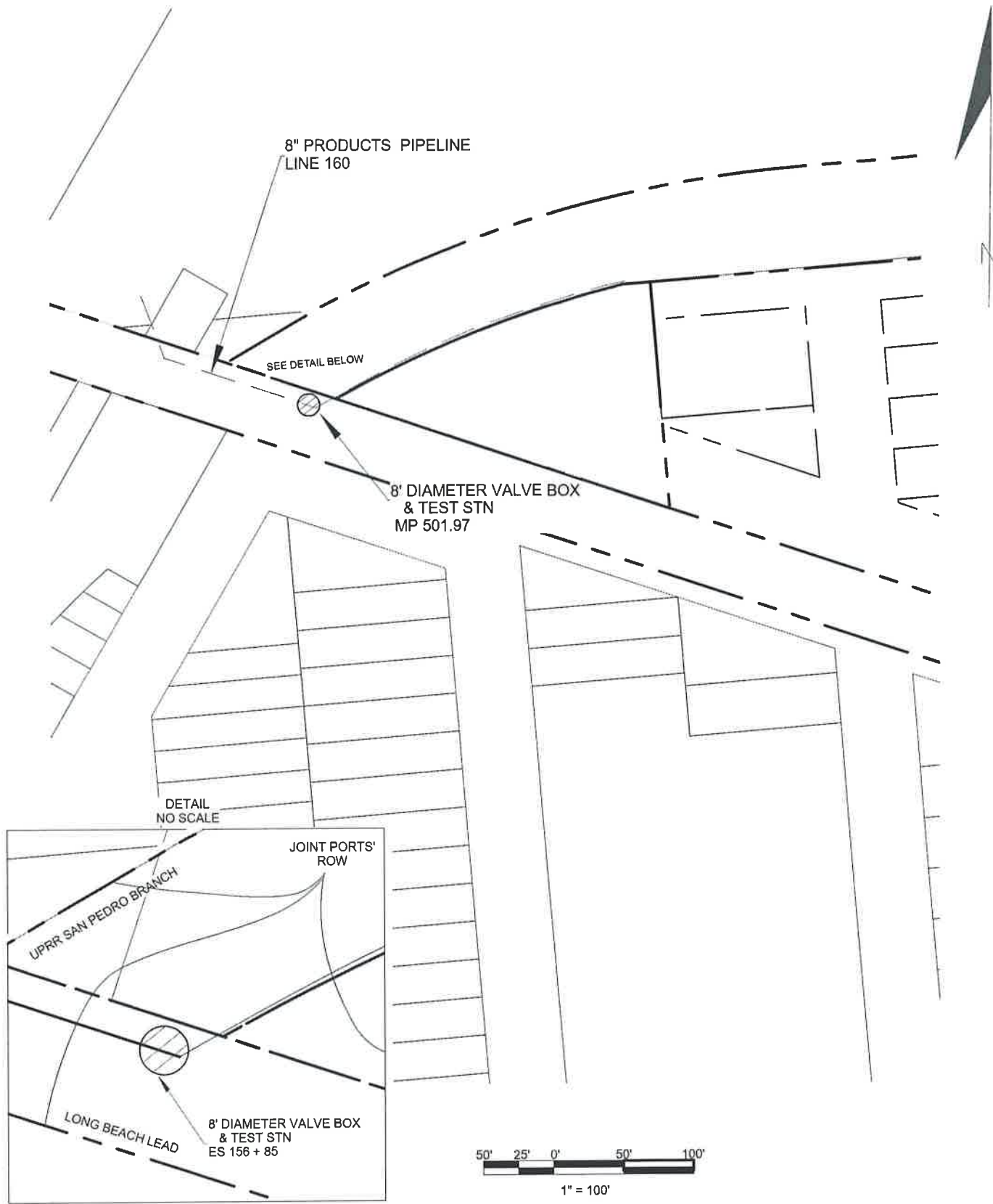
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 17245 Garden Grove Blvd, Ste. M Garden Grove, CA 92641 714/798-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH			
	PERMITTEE			
	PARAMOUNT PIPELINE, LLC			
	RR	MP	FACILITY	
	UPRR SAN PEDRO BR	AS SHOWN	AS SHOWN	
	CITY		COUNTY	
LONG BEACH		LOS ANGELES		
SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO
AS SHOWN			12/01/2020	

EXHIBIT B - 10



AREA ON PORTS' PROPERTY: 50 SQFT

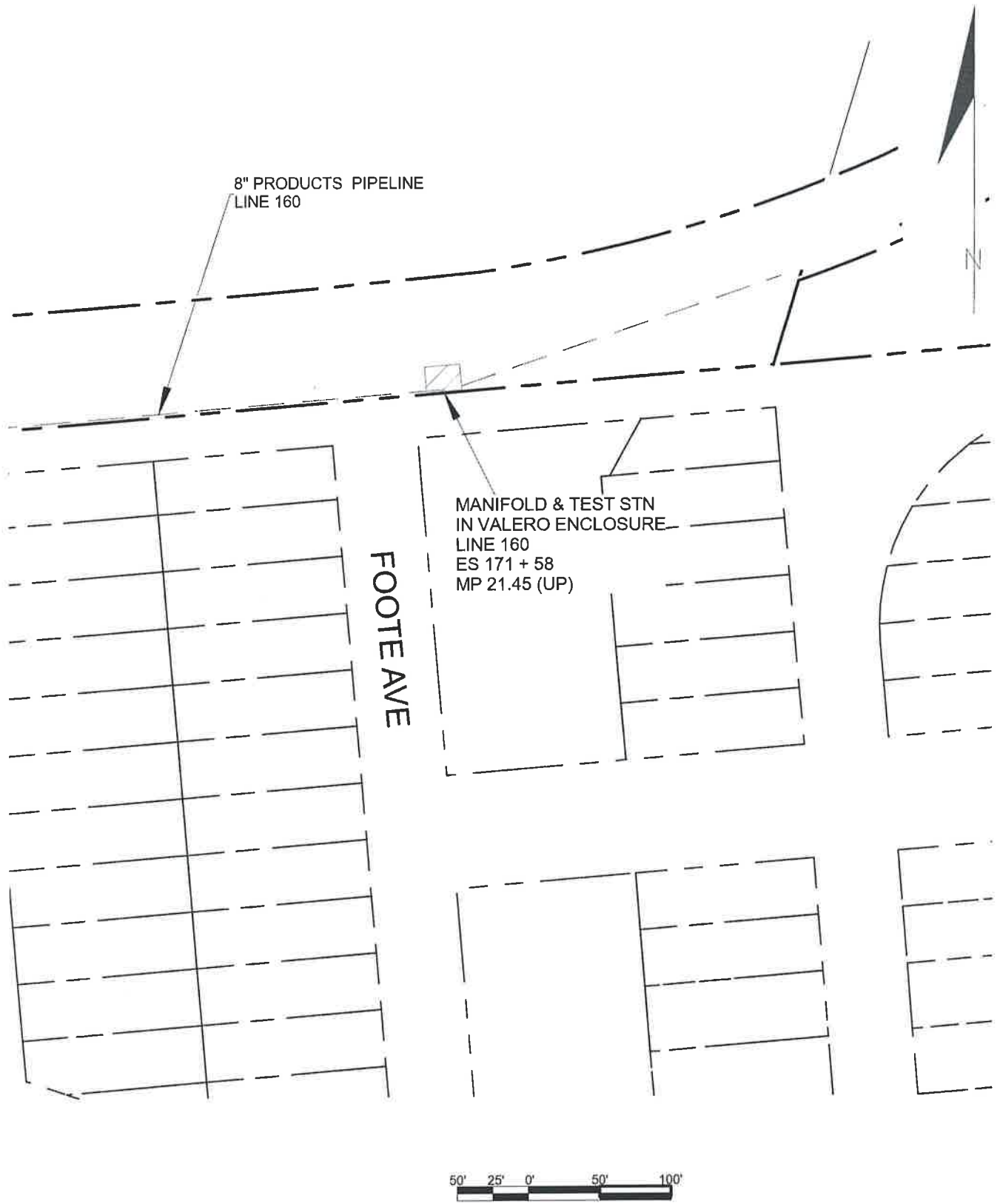
This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92641 714/798-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH					
	PERMITTEE: PARAMOUNT PIPELINE, LLC					
	RR	UPRR SAN PEDRO	MP	AS SHOWN	FACILITY	AS SHOWN
	CITY			COUNTY		
	LOS ANGELES			LOS ANGELES		
	SCALE	AS SHOWN	THOMAS GUIDE	784 H5	REVISION	DATE
				12/01/2020	SHEET NO	

EXHIBIT B - 11



SURFACE AREA ON PORTS' PROPERTY: 85 SQFT

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

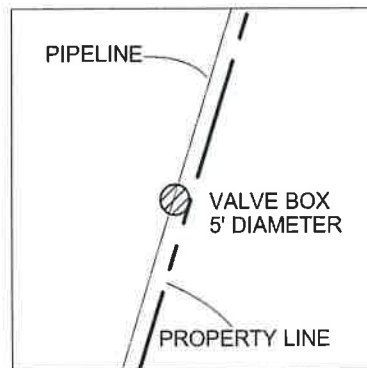
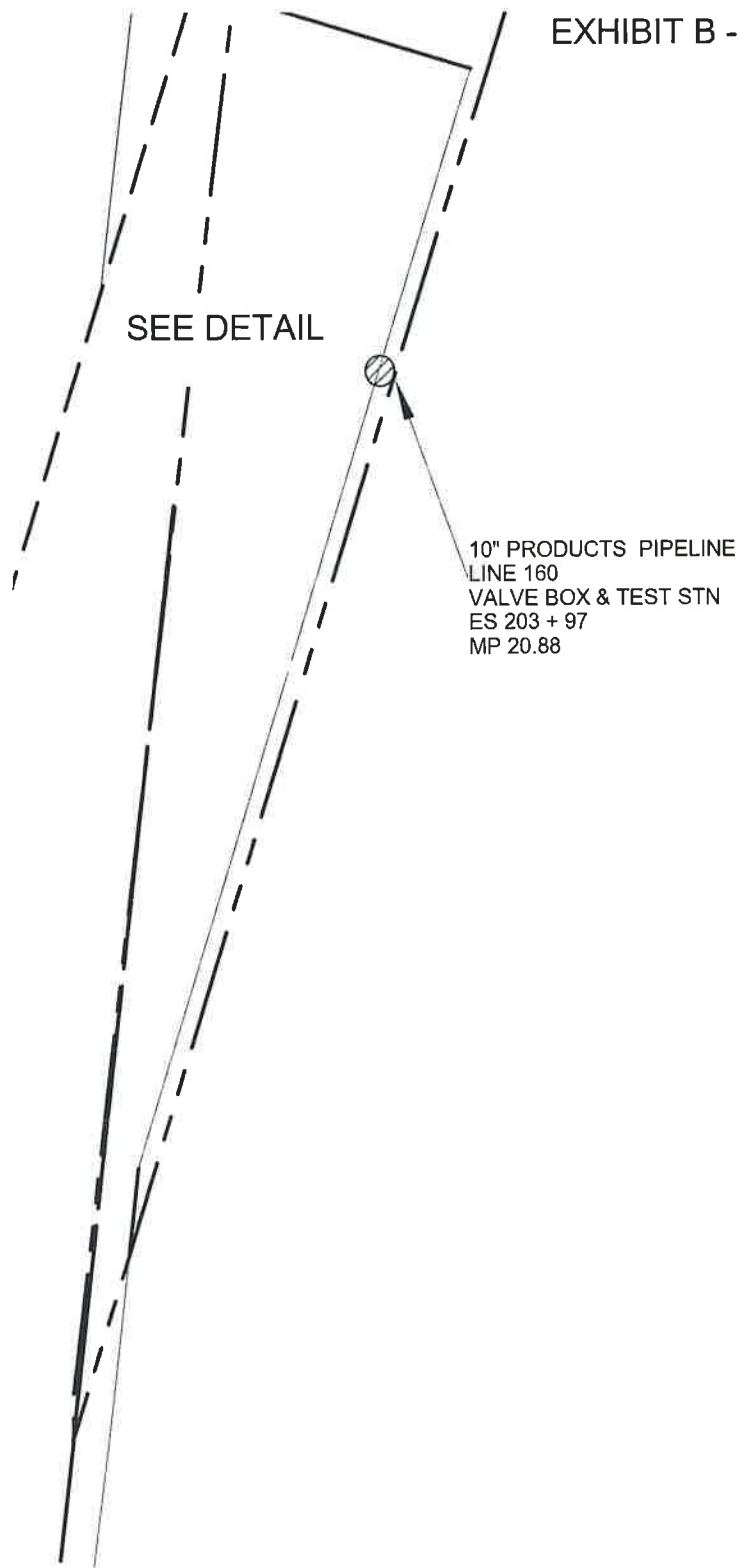
JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92841 714/799-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE PARAMOUNT PIPELINE, LLC				
	APP	MP	FACILITY		
	UPRR	AS	AS SHOWN		
	SAN PEDRO	SHOWN			
	CITY LONG BEACH			COUNTY LOS ANGELES	
	SCALE	THOMAS GUIDE	REVISION	DATE	SHEET NO
AS SHOWN	784 J6		12/01/2020		

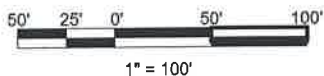
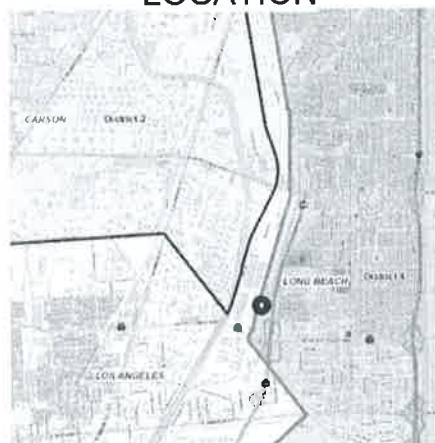
EXHIBIT B - 12

DETAIL
NO SCALE



10" PRODUCTS PIPELINE
LINE 160
VALVE BOX & TEST STN
ES 203 + 97
MP 20.88

LOCATION



AREA ON PORTS' PROPERTY: 20 SQFT

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY ——— ——— ———

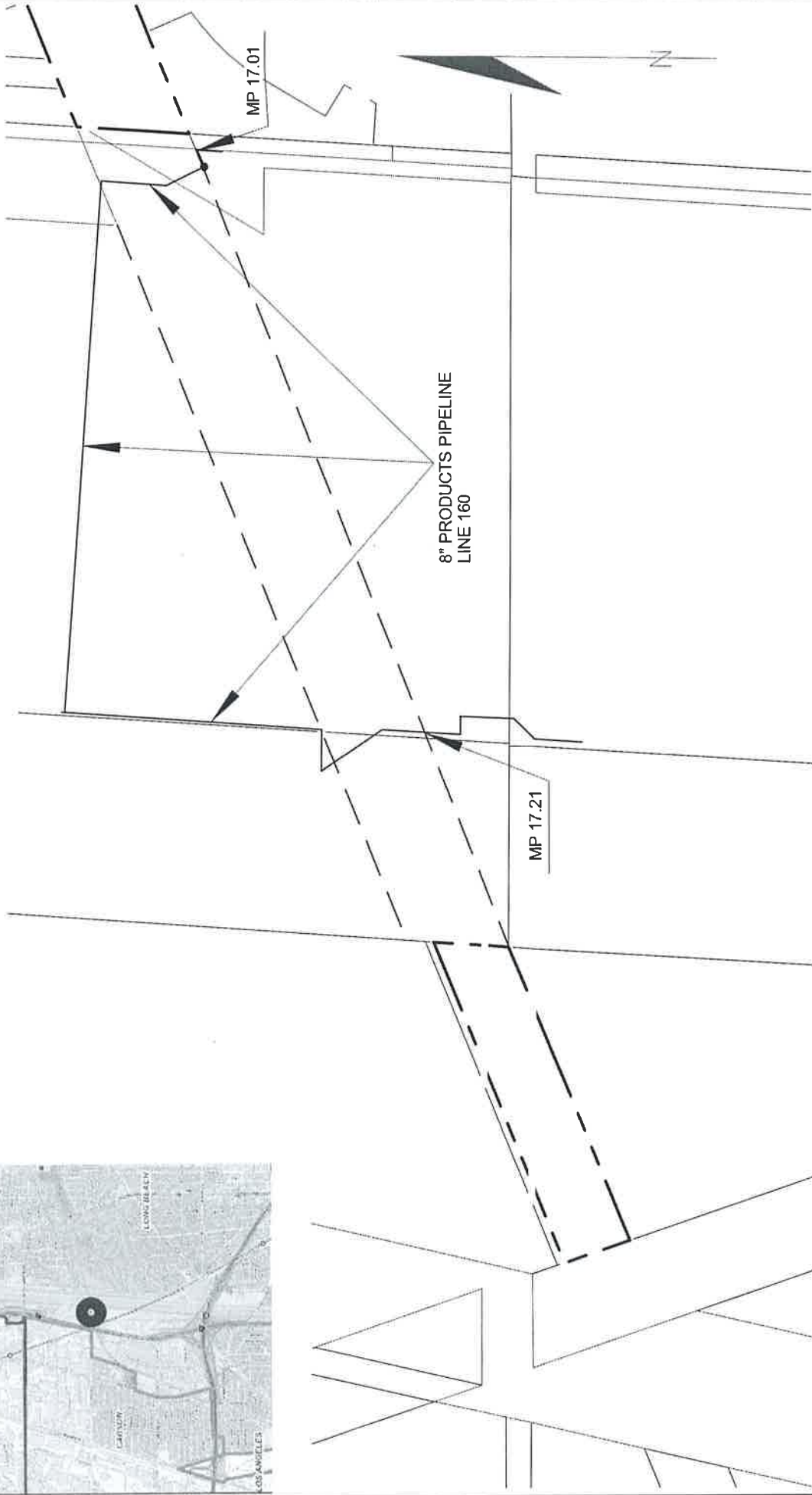
BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CAL PACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92641 714/799-0900	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE: PARAMOUNT PIPELINE, LLC				
	RR UPRR SAN PEDRO	MP AS SHOWN	FACILITY AS SHOWN		
	CITY LOS ANGELES			COUNTY LOS ANGELES	
	SCALE AS SHOWN	THOMAS GUIDE 784 J4	REVISION	DATE 12/01/2020	SHEET NO.

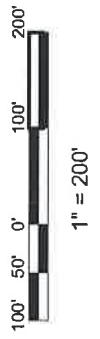
LOCATION



EXHIBIT B - 13



DISTANCE ON PORTS' ROW: 286' +/-



This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY _____

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92841 714/798-0900 REAL PACIFICLAND SERVICES, INC.		PERMITTEE PORT OF LOS ANGELES/PORT OF LONG BEACH PARAMOUNT PIPELINE, LLC
RR: LIP SAN PEDRO BR CITY: LONG BEACH	MP: AS SHOWN FACILITY: AS SHOWN	COUNTY: LOS ANGELES DATE: 12/01/2020
SCALE: AS SHOWN	THOMAS GUIDE: 765 C5	REVISION: 765 C5 SHEET NO: 12/01/2020

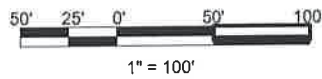
EXHIBIT B - 14



6" PRODUCTS PIPELINE
LINE 145
MP 11.79

SOMERSET BLVD

ILLINOIS AVE



DISTANCE ON PORTS' PROPERTY: 60' +/-

This Exhibit is not a representation or warranty of the extent of, or boundaries of, the Ports' Property or of the exact location of permitted facility shown.

JOINT PORTS' RIGHT OF WAY SHOWN BY

BASE MAP: COUNTY OF LOS ANGELES ASSESSOR OFFICE

CALPACIFIC LAND SERVICES, INC. 7245 Garden Grove Blvd. Ste. M Garden Grove, CA 92641 714/799-9600	PORT OF LOS ANGELES/PORT OF LONG BEACH				
	PERMITTEE: PARAMOUNT PIPELINE, LLC				
	FRI UPRR SAN PEDRO	MP AS SHOWN	FACILITY AS SHOWN		
	CITY PARAMOUNT			COUNTY LOS ANGELES	
	SCALE: AS SHOWN	THOMAS GUIDE 735 G4	REVISION 12/12/2020	DATE 12/12/2020	SHEET NO.

EXHIBIT C

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

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- 1.12.2 ACTA Approval: Before entering upon or performing work of any kind on the permit area, Permittee shall obtain the written approval of ACTA for the permit area. Permittee shall comply with all permit, notification, protective, and safety requirements imposed by ACTA, and Permittee shall pay all associated costs.
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- 1.13 The Permittee or Permittee's representative will keep a copy of the Ports' fully executed agreement, exhibits and all attachments including a complete Railroad Work Plan at the job site at all times during construction on the Railroad Property. Failure to provide the necessary information or documents at the job-site will result in the removal of the Permittee, their employees and equipment from the Railroad Property.
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- 1.14 A final job walkthrough shall be provided within 14 days upon written notification to the Ports and ACTA of completion of the work. ACTA and Permittee shall prepare a list of the items remaining to be completed. The Permittee shall promptly remedy the defective and/or uncompleted portions of the work to ACTA's satisfaction. The ACTA contact is the Manager of Corridor Rail Facilities. Written confirmation shall be provided to the Ports and ACTA that all items of the final job walkthrough have been completed to the satisfaction of ACTA. Failure to promptly complete the final job walkthrough list of items remaining to be completed shall result in the work being completed by ACTA and Permittee shall pay all associated costs.
- 23
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27
- 1.15 Permittee shall provide "As-built" drawings to ACTA with copies to the Ports and the Ports' Property Manager within thirty (30) days upon completion of the work, and will update them to reflect any future changes and supply copies to the Ports. The ACTA contact for the "As-builts" is the Project Coordinator (see Attachment 1).
- 28
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- 1.16 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.
- 34
35
- 1.17 The construction procedures for jacking/boring under the railroad tracks shall be included in the Railroad Work Plan.
- 36
37
38
- 1.18 The Contractor shall install a warning marker over the pipeline at each end of the rail right-of-way as approved by ACTA.

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: Rick McIntosh (646) 584-2619
- Railworks Area Operations Manager: Rick McIntosh (646)584-2619
- 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: Robert Giannoble (310/984-5780), rgiannoble@anacostia.com
 - Roadmaster: Jose Rodriguez (310-984-5778), jrodriguez@anacostia.com

- 2. Badger Bridge**
 - For PHL Emergency, also call: 310/830-0660

- 3. Balfour Beatty**
 - For PHL Emergency, also call: 562/285-0366

- 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.

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- 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 1.8 All excavations shall be continuously shored. Shoring shall be designed for a
20 minimum of E80 loading using AREMA standards and the method of shoring
21 shall be approved by UPRR engineering or subcontractor at Permittee's
22 expense. Prior to the start of work, the approved plans shall be sent to the
23 Ports and UPRR. The full length of all excavations on the railroad right-of-
24 way shall have trench plate covering when unattended.
- 25 1.9 All work shall be performed during daylight hours, Monday through Friday,
26 unless approved otherwise in writing by the Ports and UPRR. Work shall
27 progress in a manner that all work shall be completed in the least possible
28 time.
- 29 1.10 Temporary Horizontal Construction Clearances:
- 30 A minimum temporary horizontal construction clearance of 12 feet, measured
31 perpendicular or normal from the centerline of the nearest track to all physical
32 obstructions including but not limited to formwork, stockpiled materials,
33 parked equipment, bracing or other construction supports, shall be provided.
34 Temporary horizontal construction clearance shall provide space for drainage
35 ditches parallel to the standard roadbed section or provide an alternative
36 system that maintains positive drainage. Greater clearances may be required
37 for special cases to satisfy local operating conditions such as required sight
38 distance for signals. All access roads along the right-of-way shall remain
39 unobstructed at all times so that maintenance and emergency vehicles may
40

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

INSURANCE – Paramount Pipeline, LLC

As a condition precedent to the effectiveness of this Permit, Permittee shall procure and maintain in full force and effect during the term of this Permit the types and levels of insurance described below. The required insurance and the documents provided as evidence thereof shall be in the name of Permittee as indicated on this Permit. If policies are written with aggregate limits, the aggregate limit shall be at least twice the occurrence limits or as specified below. Excess or umbrella policies, if used, shall be following form and shall provide coverage that is equal to or broader than the underlying coverage. Coverage that requires either Port to tender a claim or suit to its own insurers or to make its own insurance available is not permitted.

Commercial General Liability:

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than five million dollars (\$5,000,000) per occurrence for all coverage provided and ten million dollars (\$10,000,000) general aggregate. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims. The policy shall not limit coverage for the additional insured to “ongoing operations” or in any way exclude coverage for completed operations, explosion, collapse, or underground hazards. Defense costs shall be excess of limits. The policy must include work performed “by or on behalf” of the Permittee. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the Cities or any employee or agent of the Cities. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of Permittee or contain any other exclusion contrary to this Permit. If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of this Permit. Continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Permit.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Executives. Permittee agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance shall be endorsed as follows:

Additional Insured: The Indemnified Parties shall be added as additional insured with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 (2004) and CG 20 37 (2004) or their equivalent.

EXHIBIT E

INSURANCE – Paramount Pipeline, LLC

Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the Permittee, or 4) contain any other exclusion contrary to this Permit.

Environmental Impairment Liability Insurance:

Environmental Impairment Liability insurance shall be provided on an Environmental Impairment Liability policy form or other policy form acceptable to the Indemnified Parties providing coverage for liability caused by pollution conditions arising out of the operations of Permittee. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than ten million dollars (\$10,000,000) per claim and ten million dollars (\$10,000,000) general aggregate.

All activities contemplated in the Permit shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the Permitted Premises to the final disposal location, including non-owned disposal sites. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using Subcontractors, coverage must include work performed “by or on behalf” of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the Indemnified Parties or any employee or agent of the Indemnified Parties.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Permit and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Permit.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The Indemnified Parties shall be added as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the Permittee, or 4) contain any other exclusion contrary to the Permit.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day advance written notice of cancellation has been served upon the respective Executives of each Port, except ten (10) days advance written notice shall be allowed for non-payment of premium.

Business Automobile Insurance:

Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (8 & 9) (Hired and Non-Owned). Limit

EXHIBIT E

INSURANCE – Paramount Pipeline, LLC

shall be no less than one million dollars (\$1,000,000) combined single limit per accident. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the Indemnified Parties or any employee or agent of the Indemnified Parties. If Permittee does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this Permit.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless jointly agreed to in writing by the Cities. Permittee agrees to provide written notice as required by this paragraph within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: The Indemnified Parties shall be added as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured.

Additional Insured endorsements shall not: 1) be limited to “on-going operations”, 2) exclude “Contractual Liability”, 3) restrict coverage to the sole liability of the Permittee, or 4) contain any other exclusion contrary to this Permit.

Workers’ Compensation:

Workers’ Compensation Insurance, as required by the State of California, and Employer’s Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement unless agreed to in writing by the Cities. Permittee agrees to provide written notice as required by this paragraph to the Cities within 24 hours of initiating cancellation or receiving notice of cancellation from its insurer, insurance broker, or insurance agent.

The policy of insurance required above shall be endorsed as follows:

Waiver of Subrogation: The waiver of subrogation shall state that the insurer waives all rights of subrogation against Indemnified Parties.

Deductible/Self-Insured Retention:

Any deductible or self-insured retention must be approved in writing by the Executives and shall protect the Indemnified Parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or

EXHIBIT E

INSURANCE – Paramount Pipeline, LLC

self-insured retention. Any deductible or self-insured retention must be approved in writing in accordance with the Indemnified Parties' insurance guidelines.

Evidence of Insurance:

City of Long Beach:

The Permittee, concurrently with the execution of, and as a condition precedent to, the effectiveness of this Permit, shall deliver either endorsements on forms approved by the City of Long Beach acting by and through its Board of Harbor Commissioners ("Evidence of Insurance") or certified copies of the required policies containing the terms and conditions required by this contract to the Executive Director of the Port of Long Beach for approval as to sufficiency and to the City Attorney of the Port of Long Beach for approval as to form.

City of Los Angeles:

For the City of Los Angeles, electronic submission is the required method of submitting Permittee's insurance documents. Kwikcomply® is the City's online insurance compliance system. The system uses the standard insurance industry form known as the ACORD 25 Certificate of Liability Insurance in electronic format. Permittee's insurance broker or agent shall obtain access to Kwikcomply® at <http://kwikcomply.org> and follow the instructions to register and submit the appropriate proof of insurance on Permittee's behalf.

Both Cities:

At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance has been renewed or extended shall be filed with the Executive Directors of each Port.

Failure to Maintain Coverage:

Permittee agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been approved by the Indemnified Parties.

Acceptability of Insurers:

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A-:VII and authorized to do business in the State of California or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing in accordance with the Indemnified Parties' insurance guidelines.

EXHIBIT E

INSURANCE – Paramount Pipeline, LLC

Contractual Liability:

The coverage provided shall apply to the obligations assumed by the Permittee under the indemnity provisions of this contract but this insurance provision in no way limits the indemnity provisions and the indemnity provisions in no way limit this insurance provision.

EXHIBIT F

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

EXHIBIT F

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

EXHIBIT F

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.

EXHIBIT F

(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

EXHIBIT F

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

PERMIT SUPPLEMENT TEMPLATE

Permit Supplement No. _____ To Master Joint Revocable Permit No. _____

The undersigned parties hereby acknowledge and agree that the following shall be assigned MJRP Index # _____ or replace MJRP Index # _____ in Exhibit A [or A(x)] and Exhibit B [or B(x)] to reflect an addition, deletion or modification to the Permit Areas. Pursuant to the above change and Paragraph 1.1 of the Master Joint Revocable Permit, Exhibit A [or A(x)] is now replaced with the attached Exhibit A [or A(x)] [and Exhibit B [or B(x)] if any], which indicates the most recent Permit Fee. As a result of this supplement, and Paragraph 3.1 of the Master Joint Revocable Permit, the Permit Fee [remains \$ _____] or [is now \$ _____ and replaces the latest Permit Fee indicated in Paragraph 3.1 and as shown in the previous Exhibit A [or A(x)]].

“CITIES”

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

_____, 20__

By: _____
Name: _____
Title: Executive Director

Approved as to form this _____ day of _____, 20__.

_____, City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT

_____, 20__

By: _____
Name: _____
Title: Executive Director

Approved as to form this _____ day of _____, 20__.

_____, City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

“PERMITTEE”
PARAMOUNT PIPELINE, LLC.
a Delaware limited liability company

_____, 20__

By: _____
Name: _____
Title: _____

_____, 20__

By: _____
Name: _____
Title: _____

Exhibit H

PARAMOUNT PIPELINE, LLC

Line 4 Mitigation Measures

Air Products Hydrogen Pipeline Project Environmental Impact Report

(State Clearinghouse No. 2020059038)

MITIGATION MEASURES.

1. HM-2a MAXIMUM PRESSURE ALLOWANCE

The pipeline shall be operated at a maximum pressure at any point in the pipeline of 160 psig. The operator shall maintain operating pressure information that shall be made available upon request. Information on pipeline maintenance, including pressure testing and any direct assessments or any other pipeline issues, shall be reported to the City.

2. HM-2b TESTING AND MONITORING

New and existing pipeline materials shall be consistent with CGA recommendations for avoidance of hydrogen embrittlement. Operation at or below the Maximum Pressure Allowance of 160 psig will be maintained at all times, ensuring operation that goes conservatively beyond industry recommendations to avoid hydrogen embrittlement. Monitoring of the pipeline shall include the following measures: 1) Cathodic system maintenance, including bi-monthly checks for proper operation. 2) Leak surveys with hydrogen gas detector every six months. 3) Quarterly patrols checking for unusual conditions or activity around the line. 4) Valve functionality assurance testing. 5) A leak detection capable of detecting leaks as small as 0.25 inches in diameter. 6) Damage prevention, pipeline marking and surveillance activities. 7) Other pipeline inspections and any required repairs to address inspection findings. 8) Destructive and metallurgical testing on any sections removed in the course of normal maintenance and operation. The monitoring procedure shall be documented and available for inspection upon request.

3. HM-2c PRESSURE TESTING

The pipeline shall be pressure tested at 556 psig, which is approximately 3.5 times the normal operating pressure. The pressure testing shall be performed prior to the introduction of hydrogen, and repeated every 5 years in accordance with DOT regulations

EXHIBIT I

GUARANTY

This Guaranty (the "Guaranty") is executed by AltAir Paramount, LLC, a Delaware limited liability company ("Guarantor"), whose address is 14700 Downey Ave., Paramount, CA 90723.

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 Paramount Pipeline, LLC ("Permittee") of each of the obligations of Permittee under the Master Joint Revocable Permit executed concurrently herewith by and between Cities and Paramount Pipeline, LLC (POLA No. 21-01 and Long Beach Harbor Department Doc. No. HD - _____, 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 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.

Paramount Pipeline, LLC
POLA NO. 21-01
POLB NO. HD -

EXHIBIT I

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 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

EXHIBIT I

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: AltAir Paramount, LLC
 14700 Downey Ave.
 Paramount, CA 90723

<SIGNATURE ON FOLLOWING PAGE>

EXHIBIT I

AltAir Paramount, LLC
a Delaware limited liability company

_____, 2021

By: _____

Name: _____

Title: _____

_____, 2021

By: _____

Name: _____

Title: _____

Paramount Pipeline, LLC
POLA NO. 21-01
POLB NO. HD -