

# 33449

## SEVENTH AMENDMENT TO LEASE AGREEMENT

THUMS LONG BEACH COMPANY  
111 WEST OCEAN BOULEVARD, SUITE 800  
LONG BEACH, CALIFORNIA 90802  
TELEPHONE NO. (562) 624-3400  
FAX NO. (562) 624-3295

THIS SEVENTH AMENDMENT TO LEASE AGREEMENT ("Seventh Amendment") is made and entered into as of April 1, 2014, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of December 10, 2013, between the CITY OF LONG BEACH ("City"), and THUMS LONG BEACH COMPANY, a Delaware corporation ("Lessee").

1. Recitals. This Seventh Amendment is made with reference to the following facts and objectives:

1.1 On January 2, 1997, City and Lessee entered into a Lease Agreement (as amended, the "Lease") pursuant to which City leased to Lessee certain improved real property ("Premises") situated within the Harbor District (Harbor Department Document No. HD-5798).

1.2 The Lease was amended on October 16, 1997 by First Amendment (HD-5798A), on November 22, 2000 by Second Amendment (HD-5798B), on November 10, 2005 by Third Amendment (HD-5798C), on September 6, 2007 by Fourth Amendment (HD-5798D), on January 2, 2008 by Fifth Amendment (HD-5798E), and on April 1, 2010 by Sixth Amendment.

1.3 The parties intend by this Seventh Amendment to increase the leased premises by approximately 10,000 square feet and to proportionately increase the base rent payable by Lessee.

2. Premises. The Description of Premises attached as Exhibit C to this Amendment hereby replaces and supersedes the Exhibit C attached to the Lease. The leased premises are increased by approximately 10,000 square feet in order to

1 accommodate the construction and placement of an electrical substation upon the leased  
2 premises for use by the Lessee.

3 3. RENTAL: Paragraph 5 of the Lease is amended and restated in its  
4 entirety to read as follows:

5 "5. Commencing April 1, 2014, and subject to the  
6 provisions of paragraphs 5.1 and 5.2, Lessee shall pay to City the sum of  
7 Two Hundred Four Thousand Three Hundred Seventy-One Dollars  
8 (\$204,371) per month, in advance on the first day of each month for the use  
9 of Premises. Rent shall be due and payable without deduction, setoff, prior  
10 notice or demand. Said sum is sometimes hereinafter referred to as the  
11 'Base Rent.'"

12 4. EFFECTIVE DATE: This Seventh Amendment shall be deemed  
13 effective as of April 1, 2014.

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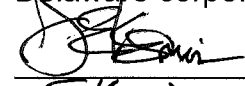
OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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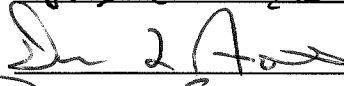
5. FORCE AND EFFECT: Except as provided in this Seventh Amendment, all terms and conditions of the Lease shall remain unchanged and in full force and effect.

THUMS LONG BEACH COMPANY, a Delaware corporation

1/31/14, 2014

By:   
Name: F. Karin  
Title: President & GM


1/31/14, 2014

By:   
Name: Don Lee Foster  
Title: V.P. of Finance

LESSEE

CITY OF LONG BEACH, a municipal corporation

2-18, 2014

By:   
Patrick H. West  
City Manager

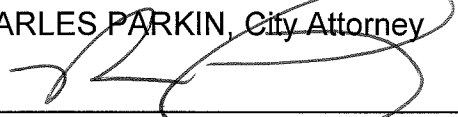
CITY

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

The foregoing Seventh Amendment to Lease Agreement is hereby approved as to form.

CHARLES PARKIN, City Attorney

February 6, 2014

By:   
Richard F. Anthony, Deputy

**EXHIBIT "C"**

**DESCRIPTION OF PREMISES**

<b>Parcel</b>	<b>Map No.</b>	<b>Rev. Date</b>	<b>Production Area</b>	<b>Sq. Feet</b>
<b>PR-1</b>	HD 3271-1	9/11/1996	Pier J Drill Area J-1	79,460
	HD 3271-2	6/20/1997	Pier J Drill Area J-2	125,600
	HD 3271-3	9/11/1996	Pier J Drill Area J-3	54,250
	HD 3271-4	4/1/2014	Pier J Drill Area J-4	88,750
	HD 3271-5	9/11/1996	Pier J Drill Area J-5	57,955
<b>PR-1 Total Square Footage</b>				<b>406,015</b>
<b>PR-2</b>	HD 3271-6	4/3/2007	Portion of Drill Area J-6 used as tank farm	129,479
<b>PR-3</b>	HD 3271-11	4/7/2000	1205 Broadway (Broadway & Mitchell)	63,500
<b>PR-4</b>	HD3271-12	9/11/1996	240 Harbor Scenic Drive (Pico Substation)	17,753
<b>Parcel</b>	<b>Map No.</b>	<b>Rev. Date</b>	<b>Ancillary/Service Area</b>	<b>Sq. Feet</b>
<b>ANC-1</b>	HD 3271-7	9/11/1996	Northeast Corner Pier G Avenue & Harbor Plaza (Storage Yard and Proposed Cogeneration Plant)	51,950
<b>ANC-2</b>	HD 3217-6	4/3/2007	Portion of Drill Area J-6 used for fixed support facilities	42,123
<b>ANC-3</b>	HD 3271-8	2/27/2007	1280 Pier G Avenue (Marine Terminal) Parcel1 Land	129,233
			1280 Pier G Avenue (Marine Terminal) Parcel2 Land	8,995
			1280 Pier G Avenue (Marine Terminal) Parcel 3 Water	64,190
			1280 Pier G Avenue (Marine Terminal) Parcel4 Land	5,400
<b>ANC-3 Total Square Footage</b>				<b>207,818</b>
<b>ANC-4</b>	HD 3271-9	12/17/1998	1400 Harbor Scenic Drive (Parking) Land	101,280
			1400 Harbor Scenic Drive (Crewboat Launch) Water	23,188
<b>ANC-4 Total Square Footage</b>				<b>124,468</b>
<b>ANC-5</b>	HD 3271-10	9/11/1996	Harbor Plaza Storage Area	65,200