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SIXTH 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 SIXTH AMENDMENT TO LEASE AGREEMENT ("Sixth Amendment") is made and entered into as of April 1, 2010, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of March 1, 2011, between the CITY OF LONG BEACH ("City"), and THUMS LONG BEACH COMPANY, a Delaware corporation ("Lessee").

1. Recitals. This Sixth 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), and on January 2, 2008 by Fifth Amendment (HD-5798E) (the "Fifth Amendment").

1.3 The parties intend by this Sixth Amendment to, among other things, correct Exhibit "C" to the Fifth Amendment and to adjust the rent and insurance provisions.

2. Premises. The Description of Premises attached as Exhibit C to the Fifth Amendment incorrectly describes ANC-3 1280 Pier G Avenue (Marine Terminal) Parcel 3 as "Land" rather than as "Water". The revised Description of Premises is

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1 attached as Exhibit "C" to this Sixth Amendment and hereby replaces and supersedes
2 the Exhibit C attached to the Fifth Amendment.

3 3. RENTAL: Paragraphs 5 and 5.1 of the Lease are amended and
4 restated in their entirety to be and read as follows:

5 "5. Commencing April 1, 2010, and subject to the
6 provisions of paragraphs 5.1 and 5.2, Lessee shall pay to City the sum of
7 Two Hundred Two Thousand Five Hundred Twenty-Seven Dollars
8 (\$202,527) 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 "5.1 Base Rent shall be adjusted ('Adjusted Base
13 Rent') as of April 1, 2011 and on each April 1 thereafter during the five-year
14 segment of the term ending March 31, 2015, as follows:

15 "5.1.1 The base for computing the adjustment is
16 the index figure for the month of January, 2010 (the 'beginning index'), as
17 shown in the 'Consumer Price Index – for All Urban Consumers for the Los
18 Angeles-Anaheim-Riverside Area,' published by the United States
19 Department of Labor, Bureau of Labor Statistics ('Index') based on the year
20 1982-1984 = 100. The index figure for the month of January immediately
21 preceding the adjustment date ('Extension Index') is to be used in
22 determining the amount of the adjustment. If the Extension Index has
23 increased over the Beginning Index, Adjusted Base Rent shall be set by
24 multiplying the Base Rent by a fraction, the numerator of which is the
25 Extension Index and the denominator of which is the Beginning Index;
26 provided, in no event shall the Adjusted Base Rent be reduced to an
27 amount less than the Adjusted Base Rent paid in the immediately preceding
28 lease year. The term 'lease year' shall mean the twelve (12) consecutive

1 calendar month period during the term commencing on the effective date of
2 this Sixth Amendment.”

3 4. INSURANCE: Paragraph 13 of the Lease is hereby amended to
4 read in its entirety as follows:

5 “13.1 Insurance Required. As a condition precedent to Lessee’s
6 right to take possession of the Premises, Lessee, at no cost to City, shall procure
7 and maintain in full force and effect during the term of this Agreement the following
8 types and levels of insurance.

9 13.1.1 Commercial General Liability Insurance. Commercial
10 General Liability Insurance which affords coverage at least as broad as
11 Insurance Services Office “occurrence” form CG 00 01 10 93, with limits of
12 not less than \$50,000,000 per occurrence.

13 Commercial General Liability policies shall contain no
14 provisions or endorsements limiting coverage for (1) products-completed
15 operations; (2) contractual liability; (3) independent contractors; (4) third
16 party action over claims; and (5) explosion, collapse or underground hazard
17 (XCU). Defense costs shall be excess of limits.

18 13.1.2 Automobile Liability Insurance. Automobile Liability
19 Insurance with coverage at least as broad as Insurance Services Office
20 Form CA 0001 covering “Any Auto” (Symbol 1), with a limit of not less than
21 \$1,000,000 per accident.

22 13.1.3 Ocean Marine Liability. Ocean Marine Liability,
23 including protection and indemnity, with minimum limits of \$5,000,000 per
24 occurrence, and Jones Act coverage for employees performing services
25 covered by the Act.

26 13.1.4 Pollution Liability. Pollution Liability Insurance for
27 operations and job site risk including above ground, sub-surface and marine
28 operations for bodily injury (including death and mental anguish), property

1 damage, defense costs and cleanup costs with minimum limits of
2 \$50,000,000 per occurrence. Such insurance shall not contain a limited
3 definition of insured operations and shall be written on an occurrence form
4 with defense costs outside the limits of liability. Such insurance shall not
5 contain exclusions or limitations for contractual liability, known pollution
6 conditions, non-compliance with environmental law, professional services,
7 or storage tanks. Such insurance shall cover sudden and accidental
8 pollution liability with no time restrictions on reporting or clean-up duration
9 as well as gradual pollution liability.

10 13.1.5 Workers' Compensation. Workers' Compensation
11 Insurance, as required by the State of California, and Employer's Liability
12 Insurance, with a limit of not less than \$1,000,000 per accident for bodily
13 injury and disease and any required coverage under the U.S. Longshore
14 and Harbor Workers' Compensation Act for employees performing services
15 covered by said Act.

16 13.2 Endorsements. Insurance policies will not be in compliance
17 with the Agreement if they include any limiting endorsement that has not been
18 approved in writing by City.

19 13.2.1 Liability Policy Endorsements. The policy or policies of
20 insurance for Commercial General Liability, Automobile Liability, Ocean
21 Marine Liability, and Pollution Liability shall contain the following provisions
22 or be endorsed to provide the following:

23 13.2.1.1 Additional Insured: The Indemnified
24 Parties shall be additional insureds with regard to liability and defense of
25 suits or claims arising from or related to this Agreement.

26 Additional insured endorsements shall not:

- 27 (1) Exclude contractual liability;
28 (2) Restrict coverage to the sole liability of the

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Lessee; or

(3) Contain any other exclusion contrary to the Agreement.

13.2.1.2 Primary Insurance. This insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Indemnified Parties shall not contribute with this primary insurance.

13.2.1.3 Cancellation. The policy shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor Department except notice of ten (10) days shall be allowed for non-payment of premium.

13.2.1.4 Waiver of Subrogation (as regards only Jones Act coverage pursuant to the Ocean Marine Liability policy). A waiver of subrogation stating that the insurer waives all rights of subrogation against the Indemnified Parties.

13.2.2 Workers' Compensation Policy Endorsements. The policy or policies of insurance for Workers' Compensation shall be endorsed, as follows:

13.2.2.1 Waiver of Subrogation. A waiver of subrogation stating that the insurer waives all rights of subrogation against the Indemnified Parties.

13.2.2.2 Cancellation. The policy or policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the Executive Director of the Harbor except notice of ten (10) days shall be allowed for non-payment of premium.

1 13.3 Deductibles and Self-Insured Retentions. Any deductible or
2 self-insured retention must be approved in writing by the Executive Director and
3 shall protect the Indemnified Parties in the same manner and to the same extent
4 as they would have been protected had the policy or policies not contained a
5 deductible or self-insured retention.

6 13.4 Evidence of Insurance. Lessee shall deliver either certified
7 copies of the required policies or endorsements on forms approved by the City
8 ("evidence of insurance") to the Executive Director for approval as to sufficiency
9 and approval as to form. At least fifteen (15) days prior to the expiration of any
10 such policy, evidence of insurance showing that such insurance coverage has
11 been renewed or extended shall be filed with the Executive Director. If such
12 coverage is canceled or reduced, Lessee shall, within ten (10) days after receipt of
13 written notice of such cancellation or reduction of coverage, file with the Executive
14 Director evidence of insurance showing that the required insurance has been
15 reinstated or has been provided through another insurance company or
16 companies.

17 13.5 Contractual Liability. The coverage provided shall apply to the
18 obligations assumed by the Lessee under the indemnity provisions of this
19 Agreement but this insurance provision in no way limits the indemnity provisions
20 and the indemnity provisions in no way limit this insurance provision.

21 13.6 Failure to Maintain Coverage. Lessee agrees to suspend and
22 cease all operations hereunder during such period of time as the required
23 insurance coverage is not in effect and evidence of insurance has not been
24 approved by City.

25 13.7 Acceptability of Insurers. Each such policy shall be from a
26 company or companies with a current A.M. Best's rating of no less than A:VII and
27 authorized to do business in the State of California, or otherwise allowed to place
28 insurance through surplus line brokers under applicable provisions of the

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1 California Insurance Code or any federal law.

2 13.8 Claims-Made Policies. If coverage is written on a claims-
3 made basis, the retroactive date on such insurance and all subsequent insurance
4 shall coincide with or precede the effective date of the Agreement and continuous
5 coverage shall be maintained or Lessee shall obtain and submit to City an
6 extended reporting period endorsement of at least three (3) years from termination
7 or expiration of this Agreement. Upon expiration or termination of coverage of
8 required insurance, Lessee shall procure and submit to City evidence of "tail"
9 coverage or an extended reporting period endorsement of at least three (3) years
10 from termination or expiration of this Agreement."

11 5. EFFECTIVE DATE: This Sixth Amendment shall be deemed
12 effective as of April 1, 2010 except as to modifications to insurance which become
13 effective on the date both parties have executed this Sixth Amendment.

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

THUMS LONG BEACH COMPANY, a Delaware corporation

Nov. 28, 2012

By: [Signature]
Name: F.E. Kamin
Title: President / GM

_____, 2012

By: _____
Name: _____
Title: _____

LESSEE

CITY OF LONG BEACH, a municipal corporation

12.21, 2012

By: [Signature]
Assistant City Manager
Patrick H. West
City Manager

CITY

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

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

ROBERT E. SHANNON, City Attorney

December 4, 2012

By: [Signature]
Richard F. Anthony, Deputy

RFA:bg 11/10/11 #A10-03080