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SUBLEASE,
CONSENT TO SUBLEASE
AND
AMENDMENT OF LEASE

SOUTHERN CALIFORNIA EDISON COMPANY
2131 WALNUT GROVE AVENUE
ROSEMEAD, CALIFORNIA 91770

THIS SUBLEASE, CONSENT TO SUBLEASE AND AMENDMENT OF
LEASE (this "Sublease") is made and entered into as of April 13, 2017, by and
between THUMS LONG BEACH COMPANY, a Delaware Corporation ("THUMS"), and
SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation
("Sublessee"). The City of Long Beach ("City") hereby consents to the sublease of the
Premises to Sublessee.

1. This Sublease is made with reference to the following facts and
objectives:

1.1 THUMS and the City entered into that certain Lease Agreement
dated as of January 2, 1997 (HD-5798), which was amended by (i) that certain
Second Amendment to Lease Agreement dated as of November 22, 2000 (HD-
5798A), (ii) that certain Third Amendment to Lease dated as of November 10, 2005
(HD-5798C), (iii) that certain Fourth Amendment to Lease dated as of September 6,
2007 (HD-5798D), (iv) that certain Fifth Amendment to Lease dated as of January
2, 2008 (HD-5798E), (v) that certain Sixth Amendment to Lease dated as of April
1, 2010 (HD-5798F), and (vi) that certain Seventh Amendment to Lease dated as of
April 1, 2014 (HD-5798G) (as amended, the "Lease"), pursuant to which the City
leased to THUMS certain real property situated in the Harbor District of the Port of
Long Beach (the "Property").

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1.2 THUMS requires additional electrical power to its facilities on the Property.

1.3 THUMS has agreed to sublease to Sublessee, and Sublessee has agreed to sublease from THUMS, a portion of the Property for the operation of an electric substation, upon the terms, covenants and conditions set forth in this Sublease. The substation was constructed in 2014.

1.4 City desires to consent to such sublease and is willing to amend the Lease in order to facilitate the operation and maintenance of the substation on the Property and to make the sublease consistent with other agreements between City and Sublessee.

2. Accordingly, THUMS subleases to Sublessee and Sublessee accepts a sublease of approximately 14,400.00 square feet of real property in the Wharf Substation area of the Long Beach Harbor District, as shown on the drawing attached hereto as Exhibit A and by this reference made a part hereof. The areas subleased and the improvements thereon are collectively referred to in this Sublease as the "Premises." The term "improvements" is the collective reference to all improvements located or to be located on the Premises from time to time, including without limitation, the "Substation" defined in paragraph 8 below, and any new, rebuilt, repaired or replaced improvements constructed by or for Sublessee on the Premises from time to time. Access to and from the Premises is described in paragraph 4 below.

2.1 There are excepted and reserved from the Premises all minerals and mineral rights of every kind and character now known to exist or hereafter discovered, including, without limitation, oil, gas and water rights, together with the full, exclusive and perpetual rights to explore for, remove and dispose of said minerals from the Premises without, however, the right of surface entry upon the Premises for such purposes.

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2.2 This Sublease, and all rights granted to Sublessee hereunder, are subject to restrictions, reservations, conditions and encumbrances of record, including, without limitation, the trusts and limitations set forth in Chapter 676, Statutes of 1911; Chapter 102, Statutes of 1925; Chapter 158, Statutes of 1935; Chapter 29, Statutes of 1956, First Extraordinary Session; Chapter 138, Statutes of 1964, First Extraordinary Session; and the Federal navigational servitude.

2.3 The Premises shall be subject to rights of way for such sewers, storm drains, pipelines, conduits and for such telephone, light, heat, power or water lines as may from time to time be determined by the Board of Harbor Commissioners, except to the extent such right of way unreasonably interferes with the operation of the Substation on the Premises.

3. The term of this Sublease shall be for a period of [twenty-five (25)] years commencing on the date this Sublease is fully executed ("Commencement Date"), and ending on the date that is [twenty-five (25) years] from the Commencement Date; provided, that this Sublease shall automatically terminate upon the termination (a) of that certain Added Facilities Agreement No. 12-0004 ("Added Facilities Agreement") between Sublessee and OXY Long Beach, Inc. if the Added Facilities Agreement is terminated prior to the expiration of the term of this Sublease, or (b) of the Lease. For informational purposes, the parties hereto shall promptly provide notice to the other parties of any termination of the Added Facilities Agreement or Lease.

3.1 The control and use of the Premises will revert to THUMS if this Sublease is terminated prior to the termination of the Lease. This Sublease will no longer be in effect and the obligations and rights contained herein shall terminate, except for those which expressly survive termination.

4. Sublessee is authorized to use the Premises for construction, maintenance and operation of the Substation (defined in paragraph 8) to provide power to THUMS and its respective assignees, successors and transferees (collectively,

1 "Authorized Parties"). Sublessee shall maintain and operate the Substation on the
2 Premises for the purpose of serving Authorized Parties. Sublessee shall operate the
3 Substation and provide electrical service in accordance with its applicable Rules of service
4 (including, but not limited to Rule 14), as may be amended, revised, or otherwise mandated
5 by the California Public Utilities Commission. The Premises shall not be used for any other
6 purpose (including any kind of maintenance of any kind of vehicle, mobile or portable
7 equipment) without the prior consent in writing of THUMS and the City. The Premises shall
8 not be used for any purpose which shall interfere with commerce, navigation or fisheries
9 or be inconsistent with the trusts and limitations upon which the Premises are now or may
10 hereafter be held by the City of Long Beach. Sublessee acknowledges that the Premises
11 are located in an active marine terminal. Accordingly, except to the extent that Premises
12 can be accessed safely and lawfully via publicly accessible roads or streets, Sublessee
13 shall coordinate its access to and from the Premises with THUMS [and the City]. In all
14 cases, Sublessee shall exercise its access to and from the Premises in a manner that
15 minimizes inconvenience to and interference with uses of the marine terminal by City, its
16 tenants, licensees and assignees, and shall at Sublessee's cost, comply with all applicable
17 laws and regulations relating to or arising from its access to and from the Premises,
18 including without limitation, the Transportation Workers Identification Credential (TWIC)
19 Program, as amended or superseded from time to time.

20 4.1 Sublessee shall not do, bring or keep anything in or about the
21 Premises that will cause a cancellation of or increase the rate of any insurance
22 covering the Premises.

23 4.2 Sublessee shall not use the Premises in any manner that is
24 unlawful, damages the Premises or that will constitute waste or a nuisance.

25 4.3 Sublessee shall not cause or permit any hazardous material,
26 substance or waste to be brought upon, generated, kept or used in or about the
27 Premises by Sublessee, its agents, employees, contractors or subcontractors.
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1 4.4 The limitation on use set forth in subparagraphs 4.1, 4.2 and 4.3
2 shall not prevent Sublessee from bringing, keeping or using, on or about the
3 Premises such materials, supplies, equipment and machinery as are necessary or
4 customary in the operation of the permitted uses; provided however Sublessee, in
5 handling hazardous materials, substances or wastes, shall fully comply with all
6 Environmental Standards (defined below).

7 4.5 In its use and occupancy of the Premises, Sublessee shall
8 comply with all applicable environmental standards set by federal, state or local
9 laws, rules, regulations or orders, including but not limited to any laws regulating the
10 use, storage, generation or disposal of hazardous materials, substances or wastes
11 ("Environmental Standards"). Sublessee shall promptly produce the appropriate
12 environmental permits upon request by City. Sublessee shall monitor its compliance
13 with Environmental Standards and immediately halt and correct any incident of
14 noncompliance.

15 4.6 THUMS and Sublessee agree that if the Substation ceases to
16 operate for a period of 365 days or longer (including without limitation, due to
17 damage or destruction of the Substation), THUMS may terminate this Sublease by
18 written notice to Sublessee. Sublessee may request extensions as may be
19 reasonably necessary to complete repairs and/or reconstruction and THUMS shall
20 not unreasonably withhold, condition, or delay approval of such extension requests
21 provided Sublessee has commenced and is reasonably prosecuting repairs and/or
22 reconstruction to completion.

23 5. Sublessee shall pay no rent for the use of the Premises. However,
24 nothing within this paragraph shall reduce Sublessee's obligations as otherwise provided
25 in this Sublease.

26 6. Sublessee shall keep full and accurate books, records and accounts
27 relating to its operations on the Premises. THUMS and City shall have the right and
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privilege, through their representatives at all reasonable times and on reasonable notice, to inspect such books, records and accounts. Sublessee agrees that such books, records and accounts shall be made available to THUMS and to City at a location mutually agreeable to the parties that is within the County of Los Angeles. THUMS and City shall protect, to the extent permitted by law, the confidentiality of any such books, records and/or accounts so inspected.

6.1 Accident Reports. Sublessee shall report in writing to THUMS and to the Chief Executive within fifteen (15) days from any accident or occurrence involving death of or injury to any person or persons or damage to property in excess of \$50,000, occurring on the Premises or within the Harbor District if Sublessee's officers, agents or employees are involved in such an accident or occurrence.

7. The parties agree to renegotiate the insurance coverages and limits set forth in paragraph 15 for each five-year segment of the term. The parties shall commence negotiations at least one hundred eighty (180) days prior to the beginning of the second, third, fourth and fifth five-year segment. The adjusted insurance coverages and limits (whether negotiated pursuant to this paragraph or determined by arbitration pursuant to subparagraph 7.1) shall be effective as of the beginning of the applicable five-year segment of the term regardless of when determined. If the adjusted insurance coverages and limits are not determined prior to the commencement of a five-year segment, Sublessee shall continue to maintain the insurance coverages and limits in force during the preceding five-year segment. Upon determination of the adjusted insurance coverages and limits, Sublessee shall promptly submit evidence of insurance in accordance with the provisions of paragraph 15. If the parties cannot reach agreement with respect to insurance coverages for subsequent five-year segments of the term thirty (30) days prior to the beginning of the next segment, the matter may at the discretion of either party be submitted to binding arbitration.

7.1 Arbitration. For adjustment of insurance coverages and limits

1 and any other matter which may be submitted for determination by binding
2 arbitration, the arbitration shall be conducted in accordance with the provisions of
3 Title 9 (Arbitration) of Part 3 of California Code of Civil Procedure except as
4 otherwise provided in this subparagraph 7.1. The party desiring arbitration shall
5 select an arbitrator and give written notice to the other party, who shall select an
6 arbitrator within ten (10) business days after receipt of such notice. If the other party
7 fails to name such second arbitrator within said ten (10) business days, the arbitrator
8 named by the first party shall decide the matter. The two (2) arbitrators chosen
9 shall, within ten (10) business days after the appointment of the second, select a
10 third. If the two (2) cannot agree upon a third, the third arbitrator shall be appointed
11 by the Presiding Judge or Assistant Presiding Judge of the Superior Court of the
12 County of Los Angeles, California, or the Presiding Judge of the South District of
13 said Court, upon application made therefor by either party, upon ten (10) business
14 days' written notice to the other which notice shall be given in accordance with the
15 provisions of paragraph 25 of this Sublease. The parties shall each pay one-half of
16 the costs of appointment of the third arbitrator and of his fees and expenses. Upon
17 their appointment, the three (3) arbitrators shall enter immediately upon the
18 discharge of their duties. In adjusting insurance requirements, the arbitrator or
19 arbitrators shall consider the risks inherent in Sublessee's operations, the number
20 and type of claims made during the preceding five (5) year period, the disposition of
21 such claims and such other data as may be deemed by the arbitrator or arbitrators
22 to be relevant. The arbitrators' determination on any issue shall be made and the
23 parties notified of that determination within thirty (30) days after the appointment of
24 the last arbitrator.

25 8. Sublessee represents that it has obtained all necessary permits and
26 approvals and constructed such improvements and installed such equipment as is
27 necessary to complete an operational 66 kilovolt electrical substation ("Substation") on the
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Premises. Sublessee further represents that an additional copy of the as-built drawings required by the Harbor Development Permit has heretofore been provided to the Director of Engineering Design and Maintenance.

8.1 Following such initial construction and installation, except for the installation of such additional equipment as is necessary to maintain and operate the Substation, Sublessee shall not construct or make any additional improvements or alterations to the Premises without THUMS's and City's prior written consent. Any such additional improvement or alteration requiring THUMS's and City's consent shall be constructed, erected and installed at Sublessee's cost in accordance with plans and specifications approved in writing by THUMS and the City and shall be subject to such conditions and limitations as may be set forth in applicable rules and orders of the California Public Utilities Commission, the California Coastal Act and a Harbor Development Permit issued by the Board of Harbor Commissioners in accordance with provisions of Section 1215 of the Long Beach City Charter.

9. Sublessee, at its cost, shall keep and maintain the Premises, including without limitation the Substation, all buildings, structures, other improvements, fencing and surface paving, in good and substantial repair and condition and shall perform all necessary maintenance, including preventative maintenance, and including but not limited to maintaining and repairing pavement and fencing, and cleaning and maintaining storm drains and catch basins, using materials and workmanship of similar quality to the original improvements. In addition, Sublessee shall perform weed abatement.

9.1 Sublessee, at its cost, shall provide proper covered containers for trash and keep the Premises free and clear of rubbish, debris and litter at all times. Sublessee, at its cost, further agrees to keep and maintain all of the Premises in a safe, clean, wholesome and sanitary condition under all applicable federal, state, local and other laws, rules, regulations and orders. No offensive refuse,

1 matter, nor any substance constituting any unnecessary, unreasonable or unlawful
2 fire hazard, electrocution hazard, nor material detrimental to the public health shall
3 be permitted to be or remain on the Premises and Sublessee shall prevent such
4 material or matter from being or accumulating upon the Premises.

5 9.2 All fire protection sprinkler systems, standpipe systems, fire
6 alarm systems, portable fire extinguishers and other fire-protective or extinguishing
7 systems or appliances which may be installed on the Premises shall be maintained
8 by Sublessee, at its cost, in an operative condition at all times. All repairs and
9 servicing shall be made in accordance with the provisions of the Long Beach
10 Municipal Code, Chapter 18.48 and all revisions thereto.

11 9.3 In the event of any spill or discharge of hazardous materials,
12 substances or wastes or any other incident of noncompliance with the
13 Environmental Standards, Sublessee, at its cost, shall: (i) give THUMS, Port
14 Security and the Chief Executive immediate notice of the incident in person, by
15 telephone or by facsimile, followed by written notice in accordance with paragraph
16 25, providing as much detail as possible; (ii) as soon as possible, but no later than
17 seventy-two (72) hours after discovery of an incident of noncompliance, submit a
18 written report to THUMS and to City, identifying the source or cause of the
19 noncompliance and the method or action required to correct the problem; (iii)
20 cooperate with THUMS and City and their designated agents or contractors with
21 respect to the investigation of such problem; (iv) promptly commence remediation
22 of the problem in accordance with a plan approved by THUMS, City and all
23 governmental agencies having jurisdiction and diligently prosecute the approved
24 plan to completion; and (v) provide THUMS and City with copies of all records,
25 including hazardous waste manifests indicating that the generator is not the City of
26 Long Beach or any subdivision thereof. The obligations set forth in subparagraphs
27 (iv) and (v) above shall not apply to Sublessee if such incident is caused solely by
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THUMS, City or other third party not connected with Sublessee's use or occupancy of the Premises. As used herein, the term "hazardous materials" shall also include "hazardous wastes" and "extremely hazardous wastes" as those terms have been defined by the Administrator of the U.S. Environmental Protection Agency, the California Department of Toxic Substances Control, or any other person or agency having jurisdiction of the management of hazardous materials.

9.4 Sublessee shall be liable for all costs, expenses, losses, damages, actions, claims, cleanup costs, penalties, assessments or fines arising from Sublessee's failure to comply with the Environmental Standards ("Environmental Losses") including a failure to comply with any reporting requirements. Sublessee shall not be liable for any losses caused solely by THUMS, City or other third party not connected with Sublessee's use or occupancy of the Premises.

9.5 Sublessee shall provide personnel to accompany THUMS's and/or City's representatives on periodic inspections of the Premises upon thirty-six (36) hours prior written or verbal notice to determine Sublessee's compliance with the provisions of this Sublease. The foregoing shall not apply to emergency personnel responding to an emergency on the substation site. Notwithstanding the foregoing, THUMS and City acknowledge having been informed by Sublessee that the Premises contains an electrical substation and that emergency responders should be accompanied by Sublessee personnel.

10. At all times in its use and occupancy of the Premises and in the conduct of its operations thereon, Sublessee, at its cost, shall comply with all applicable federal, state, regional and municipal laws, ordinances and regulations (including but not limited to the City Charter, the Long Beach Municipal Code, Tariff No. 4 and the Public Utilities Code) and obtain all requisite permits for the construction of improvements on the Premises and for the conduct of its operations thereon.

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10.1 Without limiting the foregoing, Sublessee shall comply with applicable provisions of the Americans with Disabilities Act (42 USCS Sections 12101, et seq.) ("Act") and regulations promulgated pursuant thereto in Sublessee's use of the Premises and operations conducted thereon. Additionally, as between THUMS and Sublessee, Sublessee shall be solely responsible for assuring that the Premises are in compliance with applicable provisions of said Act and related regulations and shall hold THUMS and City harmless from and against any claims of failure of the Premises to comply with the Act and/or related regulations.

10.2 Sublessee shall participate in the Port of Long Beach Master Storm Water Program ("Program"). As part of the Program, Sublessee is responsible for preparing a facility specific storm water pollution prevention plan ("SWPPP") and implementing best management practices ("BMP's") where appropriate.

11. Sublessee shall make arrangements for and pay for all utility installations and services furnished to or used by it, including without limitation gas, electricity, water, telephone service and trash collection and for all connection charges.

12. Except where contested in good faith in a court of appropriate jurisdiction, Sublessee shall pay, prior to delinquency, all lawful taxes, assessments and other governmental or district charges that may be levied upon its property and improvements of any kind located on the Premises and upon the interest granted under this Sublease. Sublessee recognizes and understands that this Sublease may create a possessory interest subject to property taxation and that Sublessee may be subject to the payment of property taxes and assessments levied on such interest. Payment of any such possessory interest tax or assessment shall not reduce any compensation due City or THUMS hereunder.

13. Sublessee shall keep the Premises free and clear of all mechanics'

1 liens resulting from any construction done by or for Sublessee. Sublessee shall have the
2 right to contest the correctness or the validity of any such lien if, immediately on demand
3 by THUMS or City, Sublessee procures and records a lien release bond issued by a
4 corporation authorized to issue surety bonds in California in an amount equal to one and
5 one-half times the amount of the claim of lien. The bond shall meet the requirements of
6 Civil Code Section 3143 and shall provide for the payment of any sum that the claimant
7 may recover on the claim (together with costs of suit, if claimant recovers in the action).
8 Sublessee agrees that it will at all times save THUMS and City free and harmless and
9 indemnify THUMS and City against all third party claims for labor or materials in connection
10 with the construction, erection or installation of Sublessee's improvements made upon the
11 Premises (whether such improvements were made prior to, on or following the
12 Commencement Date), or from additions or alterations made thereto, or the repair of the
13 same, by or for Sublessee, and the costs of defending against any such claim, including
14 reasonable attorneys' fees.

15 14. INDEMNITY.

16 (a) Sublessee shall indemnify, protect and hold harmless THUMS,
17 City, the Board of Harbor Commissioners and their officials, employees and agents
18 ("Indemnified Parties"), from and against any and all liability, claims, demands,
19 damage, loss, economic loss, obligations, causes of action, proceedings, awards,
20 fines, judgments, penalties, costs and expenses, including attorneys' fees, court
21 costs, expert and witness fees, and other costs and fees of litigation, arising or
22 alleged to have arisen, in whole or in part, out of or in connection with:

23 (1) the use of the Premises or any equipment or materials
24 located thereon, or from operations conducted thereon by Sublessee, its
25 officers, agents, employees, contractors, subcontractors, or invitees, or by
26 any person or persons acting on behalf of Sublessee and with Sublessee's
27 knowledge and consent, express or implied;
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(2) the condition or state of repair and maintenance of the Premises;

(3) the construction, improvement or repair of the improvements and facilities on the Premises (including without limitation any construction, improvement or repair which may have occurred prior to the Commencement Date) by Sublessee, its officers, employees, contractors, subcontractors, agents or invitees, or by any person or persons acting on behalf of Sublessee and with Sublessee's knowledge and consent, express or implied;

(4) Sublessee's failure or refusal to comply with the Environmental Standards; or

(5) Sublessee's failure or refusal to comply with the provisions of Section 6300 et seq. of the California Labor Code or any federal, state or local regulations or laws pertaining to the safety of the Premises or of equipment located upon the Premises, (collectively "Claims" or individually "Claim").

(b) In addition to Sublessee's duty to indemnify, Sublessee shall have a separate and wholly independent duty to defend Indemnified Parties at Sublessee's expense by legal counsel approved by THUMS and City (with such approval not to be unreasonably withheld), from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. Notwithstanding the foregoing, the parties specifically agree that THUMS and City shall have the right in their sole and absolute discretion to disapprove any legal counsel that either party believes has an actual or potential conflict of interest. No finding or judgment of negligence, fault, breach, or the like on the part of Sublessee shall be required for the duty to defend to arise. THUMS and/or City shall notify Sublessee of any Claim, shall tender the defense of the Claim

1 to Sublessee, and shall assist Sublessee, as may be reasonably requested, in the
2 defense.

3 (c) If a court of competent jurisdiction determines that a Claim was
4 caused by the sole negligence or willful misconduct of Indemnified Parties,
5 Sublessee's costs of defense and indemnity shall be (1) reimbursed in full if the
6 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
7 percentage of willful misconduct attributed by the court to the Indemnified Parties.

8 (d) The provisions of this paragraph shall survive the expiration or
9 termination of this Sublease.

10 15. As a condition precedent to the effectiveness of the Sublease,
11 Sublessee shall procure and maintain in full force and effect during the term of the
12 Sublease, the policies of insurance set forth in Exhibit B attached hereto and incorporated
13 herein by this reference.

14 16. No signs or placards of any type or design, except safety or regulatory
15 signs prescribed by law, signs on equipment and Sublessee's standard substation sign
16 shall be painted, inscribed or placed in or on the Premises without the prior written consent
17 of THUMS and the City, which consent shall not be unreasonably withheld. Upon the
18 expiration or termination of this Sublease, Sublessee, at its cost, shall remove promptly
19 and to the satisfaction of THUMS and the Chief Executive any and all signs and placards
20 placed by it upon the Premises.

21 17. The occurrence of the following shall constitute a default: failure by
22 either party to perform any provision of this Sublease if the failure to perform is not cured
23 within thirty (30) days after notice has been given by the other party; provided, if the default
24 cannot reasonably be cured within thirty (30) days, the party obligated to perform shall not
25 be in default if such party commences to cure the default within the thirty (30) day period
26 and diligently and in good faith continues to cure the default.

27 17.1 Notices given under this paragraph shall specify the alleged
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1 default and the applicable Sublease provisions and shall demand that the defaulting
2 party perform the provisions of this Sublease within the applicable period of time or,
3 in the case of a default by Sublessee, that Sublessee quit the Premises. No such
4 notice shall be deemed a forfeiture or a termination of this Sublease unless City so
5 elects in its notice to Sublessee.

6 17.2 The remedies of each party shall be cumulative and in addition
7 to any other remedies available.

8 17.3 For the purpose of this paragraph, each of the covenants,
9 conditions and agreements imposed upon or to be performed by one party shall, at
10 the option of the other party, be deemed to be either covenants or conditions,
11 regardless of how designated in this Sublease.

12 18. None of the parties to this Sublease shall be deemed to be in default
13 in the performance of the terms, covenants or conditions of this Sublease, if such party is
14 prevented from performing said terms, covenants or conditions hereunder by causes
15 beyond its control, including, without limitation, earthquake, flood, fire, explosion or similar
16 catastrophe, war, insurrection, riot or other civil disturbance, failure or delay in performance
17 by suppliers or contractors, or any other cause reasonably beyond the control of the
18 defaulting party, but excluding strikes or other labor disputes, lockouts or work stoppages.
19 In the event of the happening of any of such contingencies, the party delayed from
20 performance shall immediately give the other parties written notice of such contingency,
21 specifying the cause for delay or failure. The party so delayed shall use reasonable
22 diligence to remove the cause of delay, and if and when the occurrence or condition which
23 delayed or prevented the performance shall cease or be removed, the party delayed shall
24 notify the other parties immediately, and the delayed party shall recommence its
25 performance of the terms, covenants and conditions of this Sublease.

26 18.1 If the Premises are not reasonably useable in whole or in part
27 for the uses delineated in paragraph 4 by reason of any cause contemplated by this
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1 paragraph, for a period of six (6) months or longer, Sublessee shall have the option
2 of terminating this Sublease in its entirety by giving THUMS and City written notice.

3 18.2 During any period in which the Premises are not reasonably
4 useable in whole or in part for the uses delineated in paragraph 4 by reason of any
5 cause contemplated by this paragraph, Sublessee shall not be relieved of its
6 obligation to pay any sum (other than rent), if any, already due to THUMS at the
7 time of the occurrence.

8 18.3 Notwithstanding the foregoing, the occurrence of any cause
9 contemplated by this paragraph shall not excuse or otherwise delay performance
10 by Sublessee of its obligation to obtain all required permits, licenses, approvals and
11 consents from governmental agencies having jurisdiction for the operation and
12 conduct of permitted activities.

13 19. In the event the United States of America, the State of California, or
14 any agency or instrumentality of said governments other than the City of Long Beach shall,
15 by condemnation or otherwise, take title, possession or the right to possession of the
16 Premises, or any part thereof, or deny Sublessee the right to use the Premises as
17 contemplated by this Sublease, or if any court shall render a decision which has become
18 final and which will prevent the performance by City or THUMS of any of its obligations
19 under this Sublease, and if such taking, denial or decision substantially impairs the utility
20 of the Premises to Sublessee, then any of the parties may, at its option, terminate this
21 Sublease as of the date of such taking, denial or decision, and all further obligations of the
22 parties shall end, except as to:

23 (i) any award to which Sublessee may be entitled from the
24 condemning authority for loss or damage suffered by Sublessee, including but not
25 limited to relocation benefits and Sublessee's interest in its building, improvements,
26 trade fixtures and removable personal property;

27 (ii) obligations of indemnity which arise under the provisions of
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1 paragraph 14; or

2 (iii) any obligations or liabilities which shall have accrued prior to
3 the date of taking.

4 20. Within 180 days after termination of this Sublease (whether by lapse
5 of time or otherwise), Sublessee, at its cost, shall restore the above-ground Premises to
6 as good a state and condition as the same were upon the date Sublessee originally took
7 possession thereof, reasonable wear and tear and damage by the elements excepted, and
8 shall thereafter peaceably surrender possession and cease its use thereof. Except as
9 otherwise agreed by the parties, Sublessee shall not be obligated to remove any
10 subsurface improvements installed by it under the Premises as part of the construction or
11 installation of the Substation.

12 20.1 All improvements of any kind constructed, erected or installed
13 upon the Premises by Sublessee shall be and remain the property of Sublessee
14 during the term of this Sublease (and, except as otherwise provided herein, during
15 the 180 days after termination of the Sublease or such shorter period until
16 Sublessee has removed the improvements). Within 180 days after termination of
17 this Sublease (whether by lapse of time or otherwise), Sublessee shall remove all
18 of its above-ground improvements (including without limitation, any damaged or
19 destroyed improvements) and, at its cost, shall repair any damage caused by such
20 removal. Sublessee's repair obligation shall include the filling in of all excavations
21 and pits, removal of all wastes, debris and rubbish created or suffered by Sublessee,
22 and repaving of surfaces. The obligations contained in this paragraph shall remain
23 in full force and effect, notwithstanding the expiration or termination of this Sublease.

24 20.2 Except as to property owned by THUMS or City, or property in
25 which THUMS or City may have an interest, upon termination of this Sublease
26 (whether by lapse of time or otherwise) Sublessee shall cause all other property
27 upon the Premises, whether or not such property be owned by Sublessee or by third
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1 parties, to be removed from the Premises within 180 days after termination of this
2 Sublease and shall cause to be repaired any damage occasioned by such removal;
3 provided, however, that if any of such property is not with due diligence susceptible
4 of removal within 180 days after termination of this Sublease, Sublessee's obligation
5 hereunder shall be to remove it in the most expeditious manner and as rapidly as
6 possible following the termination date. If the property is not so removed from the
7 Premises, THUMS shall have the right to remove and/or sell and/or destroy the
8 same (subject to the interest of any person other than Sublessee therein) at
9 Sublessee's expense, and Sublessee agrees to pay the reasonable cost of any such
10 removal, sale, or destruction.

11 21. Sublessee understands and agrees that nothing contained in this
12 Sublease shall create any right in Sublessee for relocation assistance or payment from
13 THUMS and/or City upon the termination of this Sublease or upon the termination of any
14 holdover period. Any relocation costs of Sublessee, if such relocation is requested by
15 THUMS, City or otherwise upon termination of this Sublease or any holdover period, shall
16 be borne solely by Sublessee. Sublessee acknowledges and agrees that it shall not be
17 entitled to any relocation assistance or payment pursuant to the provisions of Title 1,
18 Division 7, Chapter 16, of the Government Code of the State of California (Sections 7260
19 et seq.) with respect to any relocation of its business or activities upon the termination of
20 this Sublease as a result of the lapse of time or Sublessee's default or upon the termination
21 of any holdover period.

22 22. The qualifications and identity of Sublessee are of particular concern
23 to THUMS and City. It is because of those qualifications and identity that THUMS and City
24 have entered into this Sublease with Sublessee. No voluntary or involuntary successor in
25 interest shall acquire any rights or powers under this Sublease except pursuant to an
26 assignment or sublease made with City's consent.

27 22.1 THUMS's and City's consent to any assignment or sublease shall be
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1 subject to the following conditions:

2 22.1.1. The new use shall comply with the permitted uses described
3 in paragraph 4 of this Sublease.

4 22.1.2. THUMS and City shall have no obligation to consent to the
5 proposed assignment or sublease unless Sublessee establishes to the
6 satisfaction of THUMS and City that the proposed assignee or sublessee is
7 at least as well qualified as Sublessee from the perspective of operations,
8 finances and future business prospects.

9 22.2 To obtain THUMS's and City's consent to a proposed
10 assignment or sublease of all or part of the Premises, Sublessee shall deliver to the
11 other parties a written notice which shall contain the following:

12 (i) The name and address of the proposed assignee or
13 sublessee;

14 (ii) A statement whether the proposed assignee or
15 sublessee is a partnership or corporation, and if the proposed assignee or
16 sublessee is a corporation, the names and addresses of such corporation's
17 principal officers and directors and the place of incorporation, and if the
18 proposed assignee or sublessee is a partnership, the names and addresses
19 of the general partners of such partnership;

20 (iii) A copy of the most recent current financial statement of
21 the proposed assignee or sublessee audited by an independent certified
22 public accountant, which financial statement discloses a credit standing and
23 financial responsibility comparable to Sublessee's;

24 (iv) A statement setting forth in reasonable detail the
25 business experience of the proposed assignee or sublessee and, if
26 applicable, its officers, directors and managing employees;

27 (v) A statement setting forth the volume throughput or other
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1 pertinent information as requested by City of the proposed assignee for the
2 three-year period immediately prior to the proposed assignment.

3 (vi) The proposed form of a guarantee or guarantees in form
4 and substance satisfactory to THUMS and City.

5 (vii) A business plan for the proposed assignee, including
6 such information as may be requested by THUMS and City.

7 (viii) A detailed statement of the business relationship or
8 transaction between Sublessee and the proposed assignee or sublessee,
9 including the proposed financial arrangements regarding this Sublease.

10 Upon Sublessee's satisfaction of the conditions specified in
11 subparagraph 22.1, THUMS and City shall notify Sublessee of its consent to the
12 assignment or sublease, or, if consent is not to be given, the reasons therefor.

13 22.3 Simultaneously with an assignment or sublease, the assignee
14 or sublessee shall execute an agreement assuming Sublessee's obligations under
15 this Sublease after the date of such assignment or sublease. Sublessee shall
16 remain fully obligated under this Sublease notwithstanding any assignment or
17 sublease.

18 22.4 Sublessee acknowledges and understands that the legislative
19 grants of tide and submerged lands referred to in subparagraph 2.2 impose certain
20 limitations on use of the granted tide and submerged lands and, as a result thereof,
21 City's discretion in consenting to assignments and subleases shall not be limited in
22 any manner.

23 23. If Sublessee shall hold over after the expiration of this Sublease for
24 any cause, such holding over shall be deemed a tenancy from month to month only, upon
25 the same terms, conditions and provisions of this Sublease, except as set forth below,
26 unless other terms, conditions and provisions be agreed upon in writing by the parties.
27 Sublessee shall not be deemed a holdover tenant during the one hundred eighty (180) day
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1 period for the cleanup and removal of equipment described in Section 20 above. During
2 such period, Sublessee shall comply with all other requirements of the Sublease (e.g.,
3 maintaining insurance coverage as set forth herein).

4 24. The parties agree to review and commence discussions regarding
5 new air quality technological advancements at least one hundred eighty (180) days prior
6 to the beginning of each five-year segment starting with the second five-year segment.
7 Such review and discussions shall address operational, technical and financial feasibility
8 as well as cost-effectiveness. Implementation of one or more of these technologies by
9 either or both of the parties shall be determined by the parties in their sole and absolute
10 discretion and shall not affect the insurance renegotiation set forth in paragraph 7 above.

11 25. Any notice, demand, request, consent, approval or communication
12 that either party desires or is required to give to the other party or to any other person shall
13 be in writing and either served personally or sent by prepaid, first-class mail. The address
14 of Thums is 111 W. Ocean Blvd, 8th Floor, Long Beach ,CA 90802. The address of
15 Sublessee is 2 Innovation Way Pomona, CA. 91768 and the address of City is: Long Beach
16 Gas and Oil Department, 2400 East Spring Street, Long Beach, CA 90806. The parties
17 may change their addresses by notifying the other parties in writing of such change. Notice
18 shall be deemed communicated within forty-eight (48) hours from the time of mailing if
19 mailed as provided in this subparagraph and as of the time of receipt if personally served.

20 26. Sublessee agrees, subject to applicable laws, rules and regulations,
21 that no person shall be subject to discrimination in the performance of this Sublease on the
22 basis of race, color, religion, national origin, sex, sexual orientation, gender identity, AIDS,
23 HIV status, age, disability, handicap, or veteran status. Sublessee shall take affirmative
24 action to ensure that applicants are employed and that employees are treated during
25 employment without regard to any of these bases, including but not limited to employment,
26 upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination,
27 rates of pay or other forms of compensation, and selection for training, including
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1 apprenticeship. Sublessee agrees to post in conspicuous places available to employees
2 and applicants for employment notices to be provided by City, if any, setting out the
3 provisions of this nondiscrimination clause. Sublessee shall in all solicitations or
4 advertisements for employees state that all qualified applicants will receive consideration
5 for employment without regard to these bases.

6 27. The parties hereby waive all claims against the other for damage or
7 loss caused by any suit or proceeding commenced by a third party, directly or indirectly
8 attacking the validity of this Sublease, or any part thereof, or by any judgment or award in
9 any suit or proceeding declaring this Sublease null, void or voidable, or delaying the same,
10 or any part thereof, from being carried out, provided that Sublessee shall not be liable for
11 payment of compensation hereunder to the extent that, during any period, it is so prevented
12 from exercising its rights hereunder.

13 28. The use of paragraph headings or captions in this Sublease is solely
14 for the purpose of convenience, and the same shall be entirely disregarded in construing
15 any part or portion of this Sublease.

16 29. This Sublease shall be governed by the laws of the State of California,
17 both as to interpretation and performance.

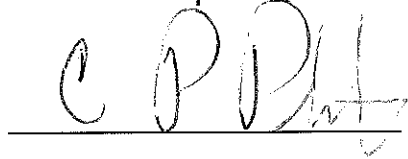
18 30. No waiver by any party at any time of any of the terms, conditions,
19 covenants or agreements of this Sublease shall be deemed or taken as a waiver at any
20 time thereafter of the same or any other term, condition, covenant or agreement herein
21 contained nor of the strict and prompt performance thereof by the party obligated to
22 perform. No delay, failure or omission of any party to exercise any right, power, privilege
23 or option arising from any default nor subsequent acceptance of compensation then or
24 thereafter accrued shall impair any such right, power, privilege or option or be construed
25 to be a waiver of any such default or relinquishment thereof or acquiescence therein. No
26 option, right, power, remedy or privilege of any party hereto shall be construed as being
27 exhausted or discharged by the exercise thereof in one or more instances. It is agreed
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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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March 16, 2017

THUMS:
THUMS LONG BEACH COMPANY, a
Delaware Corporation



By: Charlie Plant
Vice President Operations

SUBLESSEE:
SOUTHERN CALIFORNIA EDISON
COMPANY, a California corporation

March 23, 2017

By: 
By: BEVERLY FERNANDEZ
Manager of Acquisitions Agent

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

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The City hereby consents to the
Sublease.

April 13, 2017

CITY:

CITY OF LONG BEACH, a municipal
corporation,

By: 

PATRICK H. WEST
CITY MANAGER

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Assistant City Manager

APPROVED AS TO FORM

4.4 2017
CHARLES PARKIN, City Attorney

By: 
RICHARD ANTHONY
DEPUTY CITY ATTORNEY