

1 excess of twenty-five percent (25%) shall be deemed a transfer within the meaning and
2 provisions of this Section 6.2, provided, however, that a transfer or assignment of stock in
3 WS shall not be deemed to be a transfer within the meaning of this Article VI as long as
4 William F. Simmons, William J. Simmons, Thomas P. Simmons, or The William F.
5 Simmons Family Trust, individually or collectively, owns at least fifty-one percent (51%) or
6 more of WS's issued and outstanding stock after such transfer or assignment; and further
7 provided that a transfer or assignment of stock in WS which occurs as a result of a death
8 of any shareholder of WS shall not be deemed to be a transfer within the meaning and
9 provisions of this Article VI. Notwithstanding the foregoing, WS shall have the right, without
10 the City's consent, to assign this Contract to (a) any corporation which acquires one
11 hundred percent (100%) of WS's stock; (b) any corporation in which WS owns one hundred
12 percent (100%) of the stock; (c) any corporation which directly or indirectly acquires at least
13 a fifty-one percent (51%) interest in WS or in which WS owns at least a fifty-one percent
14 (51%) interest; (d) a corporation which succeeds to the assets or business of CLP's parent
15 as a result of merger or consolidation; and (e) a corporation or other business entity
16 acquiring all or substantially all of CLP's assets or capital stock; provided, in each instance,
17 (i) Consultant's rights under the Lease shall have been concurrently assigned to such
18 assignee and its duties delegated to such assignee; (ii) CLP shall not be in default under
19 this Contract; (iii) CLP shall give the City at least thirty (30) days' prior notice of said
20 transfer; (iv) the assignee shall furnish to City, at least thirty (30) days prior to the transfer,
21 a written instrument, reasonably satisfactory to the City, by which such assignee assumes
22 and agrees to perform all covenants and conditions of CLP contained in this Contract; and
23 (v) in the event of an assignment to a parent or subsidiary entity and in the event of an
24 assignment to a company acquiring all or substantially all of the assets or capital stock of
25 CLP, the assignee has a net worth (in 1995 dollars) equal to or greater than the net worth
26 of CLP at the time CLP entered into this Contract. Any transfer not specifically authorized
27 hereunder shall be void, shall constitute a material breach of this Contract, and shall, at the
28 option of the City, terminate this Contract. Neither this Contract nor any interest therein

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City Attorney of Long Beach
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1 shall be transferable as to the interest of WS by operation of law.”

2 3. Except as expressly amended herein, all of the terms and conditions in
3 Lighting Contract No. 24289, as previously amended, are ratified and confirmed and shall
4 remain in full force and effect.

5 IN WITNESS WHEREOF, the parties have caused this document to be duly
6 executed with all formalities required by law as of the date first stated above.

7 WS POWER & LIGHT, INC., a California
8 corporation

9 Dec 4, 2000

By W M F Summers
President

11 Dec 4, 2000

By James Mosier
Secretary

13 “WS”

14 CITY OF LONG BEACH, a municipal corporation

15 01-16, 2000

By [Signature]
City Manager

17 “City”

18 This Thirteenth Amendment to Lighting Contract No. 24289 is approved as
19 to form on 12/29, 2000.

20 ROBERT E. SHANNON, City Attorney

21 By [Signature]
22 Deputy
23

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Los Angeles } ss.

On Dec. 5, 2000, before me Lucinda M. Fox, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Wm. F. Simmons, James R. Mosier
Name(s) of Signer(s)

personally known to me
 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Lucinda M. Fox
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

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here