

**SECOND AMENDMENT TO LICENSE AGREEMENT  
BETWEEN  
CITY OF REDONDO BEACH  
AND  
NORTHROP GRUMMAN SYSTEMS CORPORATION  
FOR USE OF AVIATION PARK GYMNASIUM**

THIS SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND NORTHROP GRUMMAN SYSTEMS CORPORATION (this "Second Amendment") is entered into between the City of Redondo Beach ("City"), and Northrop Grumman Systems Corporation ("NORTHROP GRUMMAN"), a Delaware corporation.

WHEREAS, the parties entered into that certain License Agreement for Use of Aviation Park Gymnasium between the City of Redondo Beach and Northrop Grumman Space & Mission Systems Corp. (hereinafter, Northrop Grumman Systems Corporation), dated April 7, 2009 (the "Agreement");

WHEREAS, the parties entered into that certain First Amendment to License Agreement between City and NORTHROP GRUMMAN (the First Amendment") dated May 1, 2012;

WHEREAS, City and NORTHROP GRUMMAN wish to further amend the Agreement in order to allow NORTHROP GRUMMAN to install a card reader for access to the Fitness Center portion of the Aviation Park gymnasium.

**RECITALS**

A. The City owns and operates certain facilities comprising a gymnasium building with physical training rooms, a Performing Arts Center and Track located in Aviation Park in the City of Redondo Beach, California.

B. City and NORTHROP GRUMMAN desire to amend the Agreement in order to:

Permit NORTHROP GRUMMAN to install a card reader device and related fiber optic line in PVC conduit which would allow NORTHROP GRUMMAN employees to enter the Fitness Center portion of the Aviation Gym with a NORTHROP GRUMMAN issued key card.

WHEREAS, the parties desire to amend the Agreement as follows:

1. Section 7 regarding Utilities, Custodial Service Keys, the following paragraph shall be added to the end of Section 7:

"Installation of Card Reader Device and Related Fiber Optic Line in PVC Conduit and Card Reader Operation.

City agrees to allow NORTHROP GRUMMAN to install a card reader which restricts access to the Fitness Center portion of the Premises to those possessing NORTHROP GRUMMAN issued key cards. Such installation is described in the diagram attached hereto as Exhibit "A". NORTHROP GRUMMAN agrees to bear all costs associated with the installation, operation and maintenance of the card reader. NORTHROP GRUMMAN also agrees to

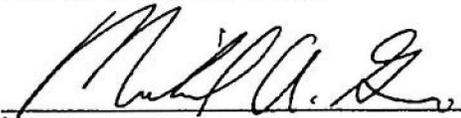


bear all costs of installation of the fiber optic line and PVC conduit including, but not limited to, all construction costs, permit fees, the preparation and recordation of an easement, plan check fees and any other fees or costs associated with such installation. Under this Agreement, NORTHROP GRUMMAN is authorized to commence with installation of the PVC conduit while simultaneously pursuing the permanent recorded easement. The installation of the card reader, fiber optic cable and PVC conduit by NORTHROP GRUMMAN shall comply with any and all requirements from City's Community Development, Public Works, Fire, Police and City Attorney's Departments as well as all applicable City, State and Federal legal requirements. Upon termination or expiration of this Agreement, NORTHROP GRUMMAN shall remove the card reader and fiber optic line, but not the PVC conduit which was placed in order to operate the card reader. The PVC conduit shall be left in place and become the sole property of the City. NORTHROP GRUMMAN shall be responsible for all costs associated with the removal of the card reader and fiber optic line. Additionally, NORTHROP GRUMMAN shall install a Knox box to house a key to the entry door to the Fitness Center for emergency access by the Fire Department."

2. Except as modified herein, all other terms and conditions of the Agreement and First Amendment shall remain in full force and effect. The Agreement, the First Amendment, and this Second Amendment shall constitute the entire agreement between the parties and supersede any previous oral agreement. In the event of an inconsistency between the terms of this Second Amendment, the terms of the Agreement and the First Amendment, the terms of this Second Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment as of this 16th day of April 2013.

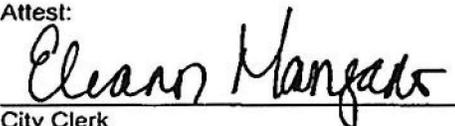
CITY OF REDONDO BEACH

  
\_\_\_\_\_  
Mayor

NORTHROP GRUMMAN SYSTEMS  
CORPORATION

 4/5/2013  
\_\_\_\_\_  
A. J. Paz  
Director, Corporate Real Estate

Attest:

  
\_\_\_\_\_  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
City Attorney's Office

Second Amended License Agreement

C0999-2



**EXHIBIT "A"**

Second Amended License Agreement

**C6819-2**



