

**FOURTH AMENDMENT TO THE ENCROACHMENT AGREEMENT
BETWEEN
CITY OF REDONDO BEACH
AND
NORTHROP GRUMMAN SYSTEMS CORPORATION**

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

WHEREAS, the parties entered into that certain Encroachment Agreement for use of City Rights-Of-Way by NORTHROP GRUMMAN, on August 3, 2004 (the "Agreement");

WHEREAS, the parties entered into that certain First Amendment to the Agreement (the "First Amendment") dated May 4, 2010 to extend the Agreement's term, revise the rental payment terms and notice addresses;

WHEREAS, the parties entered into that certain Second Amendment to the Agreement (the "Second Amendment") dated July 1, 2014 to further extend the Agreement's term, and make additional adjustments to the rental payment terms and notice addresses;

WHEREAS, the parties entered into that certain Third Amendment to the Agreement (the "Third Amendment") dated June 18, 2019 to extend Agreement's term, update the rental payment schedule and notice addresses, grant NORTHROP GRUMMAN a 90-day termination right, and attach a second page to Exhibit "A" to the Agreement depicting the Aerial Pathway Detail (as built) for NORTHROP GRUMMAN'S Business Recovery Fiber Backbone Fiber Optic Cable;

WHEREAS, CITY and NORTHROP GRUMMAN wish to further amend the Agreement in order to extend the term for an additional five (5) years pursuant to Section 2.2 of the Agreement, subject to the following terms and conditions.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

1. Term of the Agreement: The term of the Agreement is extended for an additional five (5) year period commencing August 4, 2024 and continuing through August 3, 2029 unless otherwise terminated pursuant to Section 18 of the Agreement.
2. Payments to the CITY: Section 7.2 is modified to reflect that NORTHROP GRUMMAN shall pay a flat annual rental payment in the amount listed below. Payments are to be remitted to CITY annually by the Due Date.

Due Dates

August 4, 2024

August 4, 2025

August 4, 2026

August 4, 2027

August 4, 2028

Payment Amounts

\$2,177, plus actual administrative and attorney's fees and costs related to the review of this Fourth Amendment, which in no event shall exceed \$2,500.00.

\$2,177.00

\$2,177.00

\$2,177.00

\$2,177.00

3. Notices: Section 19.2 is modified to reflect all future notices to NORTHROP GRUMMAN shall be sent to the following addresses:

Northrop Grumman Systems Corporation
2980 Fairview Park Drive
Falls Church, VA 22042-4511
Attn: Law Dept, Real Estate Legal Notices

With a copy to:

Northrop Grumman Space Systems
One Space Park, M/S: D2
Redondo Beach, CA 90278
Attn: Corporate Real Estate, Legal Notices

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

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IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment as of July 16, 2024.

CITY OF REDONDO BEACH,
a chartered municipal corporation

NORTHROP GRUMMAN SYSTEMS
CORPORATION, a Delaware corporation

James A. Light, Mayor

A.J. Paz
Corporate Director Real Estate

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney