

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

THIS THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF REDONDO BEACH AND NORTHROP GRUMMAN SYSTEMS CORPORATION (this "Third 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. (NORTHROP GRUMMAN), 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, on April 16, 2013 the parties entered into that certain Second Amendment to License Agreement between City and NORTHROP GRUMMAN (the "Second Amendment") in order to allow NORTHROP GRUMMAN to install a card reader for access to the Fitness Center portion of the Aviation Park gymnasium;

WHEREAS, City and NORTHROP GRUMMAN wish to further amend the Agreement in order to amend Exhibit "A" to the Second Amendment to reflect the approved construction plan for the installation of underground fiber optics conduit and cable.

* * * * *

City and NORTHROP GRUMMAN desire to amend the Agreement in order to replace in its entirety Exhibit "A" to the Second Amendment.

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

1. Exhibit "A" to the Second Amendment shall be deleted in its entirety and replaced with the following:



2. Except as modified herein, all other terms and conditions of the Agreement, First Amendment and the Second Amendment shall remain in full force and effect. The Agreement, the First Amendment, the Second Amendment, and this Third 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 Third Amendment and the terms of the Agreement, the First Amendment and the Second Amendment, the terms of this Third Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this Third Amendment as of this 6th day of August 2013.

CITY OF REDONDO BEACH

NORTHROP GRUMMAN SYSTEMS
CORPORATION

Mayor

 7/26/2013

A. J. Paz
Director, Corporate Real Estate

Attest:

City Clerk

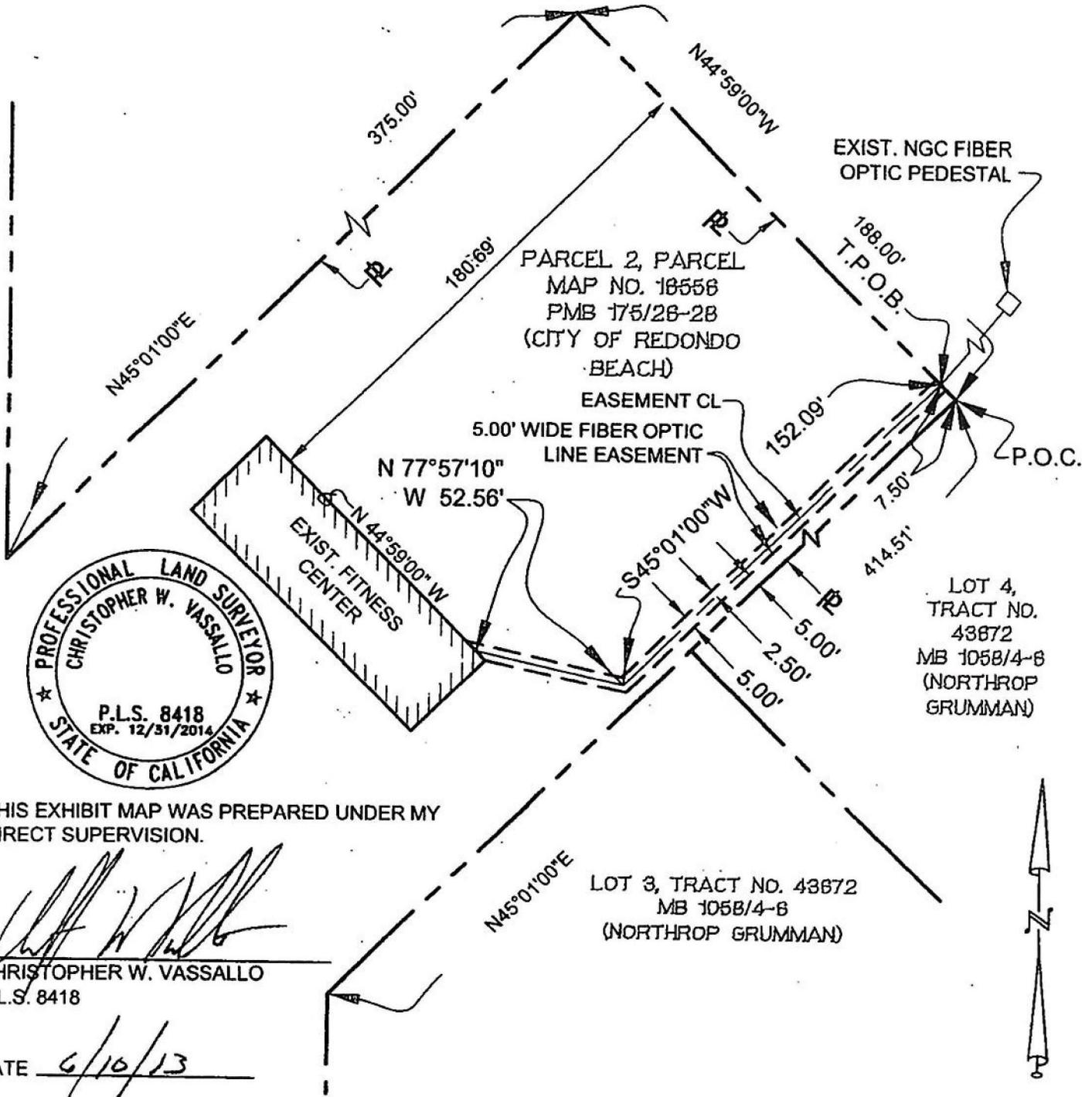
Approved as to Form:

City Attorney's Office

EXHIBIT "A"



LOT 4, TRACT NO. 43872
 MB 1058/4-8
 (NORTHROP GRUMMAN)



THIS EXHIBIT MAP WAS PREPARED UNDER MY DIRECT SUPERVISION.

Christopher W. Vassallo
 CHRISTOPHER W. VASSALLO
 P.L.S. 8418

DATE 6/10/13

EXHIBIT MAP TO ACCOMPANY LEGAL DESCRIPTION FOR NGC FIBER OPTIC LINE EASEMENT

PLANS PREPARED BY:
DCA CIVIL ENGINEERING GROUP
 17823 CLEVELAND BLVD., STE. 300
 TEREHOS, CALIFORNIA 90204
 Tel: (310) 327-0018 / Fax: (310) 327-0175
 www.dcaeng.com

SCALE: 1" = 50'
 BY: CSC/KMR

DATE: REVISED 05/04/13
 JOB NO.: **C09-019-3**
 Page 3
 13-2028-0662.00-1-237

