

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

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 ("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 (hereinafter, the "License Agreement") between the City of Redondo Beach and Northrop Grumman Space & Mission Systems Corp. (hereinafter, Northrop Grumman Systems Corporation), dated April 7, 2009;

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, the parties entered into that certain Second Amendment to License Agreement between City and NORTHROP GRUMMAN (the "Second Amendment") dated April 16, 2013;

WHEREAS, the parties entered into that certain Third Amendment to License Agreement between City and NORTHROP GRUMMAN (the "Third Amendment") dated August 6, 2013; and

WHEREAS, the parties wish to enact this Fourth Amendment in order to amend the fee schedule and notice provisions as well as extending the term of the License Agreement, as amended, (the "Agreement") which expires on March 31, 2015.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 4 regarding Term shall be revised as follows:

"Term. The term of this Agreement shall be extended for a period of three (3) years past its current expiration date; the new expiration date shall be March 31, 2018 unless terminated earlier by either party upon one hundred twenty (120) days prior written notice."

2. Section 5 regarding Option to Extend shall be deleted in its entirety and replaced with the following:

"Option to Extend. The City hereby grants to NORTHROP GRUMMAN the option to extend the Term of this License Agreement for an additional three (3) year period (April 1, 2018 through March 31, 2021) on the same terms and conditions as set forth in the amended Agreement. The option must be exercised, if at all, by written notice delivered to the City at least six (6) months prior to the expiration of the then current term."

3. Section 6 regarding Fees shall be deleted in its entirety and replaced with the following:

"Fees. For the period between execution of this Fourth Amendment to License Agreement and March 31, 2015, the Fees shall remain at \$9,039.00 per month.

Fees for use of the Licensed Premises for the extended Term are set forth below:

Year 1	April 1, 2015 – March 31, 2016	\$9,039.00 per month
Year 2	April 1, 2016 – March 31, 2017	\$9,220.00 per month
Year 3	April 1, 2017 – March 31, 2018	\$9,404.00 per month

The Fees schedule set forth above shall be all inclusive for the Base license fee for the exclusive use of the Fitness Center (G-7, G-8 and G-9); Maintenance fee for use of the Restroom/Locker Room area; and License fee for use of the Large and Small Gyms and Dance Room Monday through Friday for two hours each day except holidays.

Fee for each month is due ten (10) days after the end of such month and shall be paid by check made payable to:

City of Redondo Beach
Community Services Department
1935 Manhattan Beach Blvd.
Redondo Beach, CA 90278

In the event the fee is not paid within thirty (30) days of receipt of invoice, there shall be a late charge of five percent (5%) of the monthly fee due. Such charge shall be imposed not as a penalty, but as a compensation for the administrative costs resulting from such delay."

4. Section 13 regarding Notices shall be deleted and replaced with the following:

"Except as expressly provided otherwise herein in Section 9, any notices required or permitted to be given under the terms of this Agreement ("Notice" or "Notices"), shall be given by either party to the other hereunder in writing, and shall be effective if (A) delivered by a nationally recognized overnight courier, or (B) delivered personally. Any Notice shall be sent, and delivered to City or NORTHROP GRUMMAN at the appropriate address set forth below, or to such other place as City or NORTHROP GRUMMAN from time to time designate in a Notice to the other. Any Notice shall be addressed as follows:

If to the City:
Mandatory copies to:

City of Redondo Beach
Department of Recreation
& Community Services
1922 Artesia Blvd.
Redondo Beach, CA 90278

If to NORTHROP GRUMMAN:
Mandatory copies to:

Northrop Grumman Systems Corporation
One Space Park, M/S: K02610/S
Redondo Beach, CA 90278
Attn: Sector Real Estate – Legal Notices

City Attorney
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

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

Northrop Grumman Systems Corporation
One Space Park Drive, E2/11th Floor, Rm 11084
Redondo Beach, CA 90278
Attn: Sector Law Department – Legal Notices

With courtesy copy to:

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

For emergency issues requiring immediate NORTHROP GRUMMAN Security response call Security Control Center at (310) 812-9711."

5. Exhibit B which identifies parking spots available for City use pursuant to Section 9, City Utilization of NORTHROP GRUMMAN Parking Lots, shall be deleted and replaced with the attached Exhibit B (11-06-2014).
6. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect. The Agreement, as amended herein, shall constitute the entire agreement between the parties and supersede any previous written or oral agreement.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties have entered into this Fourth Amendment as of this 17th
day of February 2015.

CITY OF REDONDO BEACH

Mayor

Attest:

City Clerk

NORTHROP GRUMMAN SYSTEMS
CORPORATION

A. J. Paz

Director, Corporate Real Estate

Approved as to Form:

City Attorney's Office



Exhibit B
(11-06-2014)

