

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

THIS SIXTH AMENDMENT TO LICENSE AGREEMENT BY AND BETWEEN THE CITY OF REDONDO BEACH AND NORTHROP GRUMMAN SYSTEMS CORPORATION (this "Sixth Amendment") is entered into between the City of Redondo Beach, a chartered municipal corporation ("City"), and Northrop Grumman Systems Corporation, a Delaware corporation ("NGSC"), as successor-in-interest to Northrop Grumman Space & Missions Systems Corp., an Ohio corporation ("NGS&MSC").

WHEREAS, NGS&MSC and the City entered into that certain License Agreement between the City of Redondo Beach and Northrop Grumman Space & Mission Systems Corp. for Use of Aviation Park Gymnasium, (the "Original License Agreement") between the City and NGS&MSC dated April 7, 2009, as amended by that certain First Amendment to License Agreement between City of Redondo Beach and Northrop Grumman Systems Corporation for Use of Aviation Park Gymnasium (the "First Amendment") between the City and NGSC dated May 1, 2012, as further amended by that certain Second Amendment to License Agreement between City of Redondo Beach and Northrop Grumman Systems Corporation for Use of Aviation Park Gymnasium (the "Second Amendment") between the City and NGSC (collectively, the "Parties") dated April 16, 2013, as further amended by that certain Third Amendment to License Agreement between City of Redondo Beach and Northrop Grumman Systems Corporation for Use of Aviation Park Gymnasium (the "Third Amendment") between the Parties dated August 6, 2013; as further amended by that certain Fourth Amendment to License Agreement between City of Redondo Beach and Northrop Grumman Systems Corporation (the "Fourth Amendment") between the Parties dated February 17, 2015; as further amended by that certain Fifth Amendment to License Agreement between City of Redondo Beach and Northrop Grumman Systems Corporation (the "Fifth Amendment") between the Parties dated March 20, 2018 (collectively, the Original License Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment are hereinafter referred to as to the "License Agreement");

WHEREAS, NGS&MSC assigned and NGSC assumed all of NGS&MSC's right, title and interest to lease agreements, including, without limitation the License Agreement as of January 1, 2010;

WHEREAS, the Parties wish to enter into this Sixth Amendment to amend the License Agreement which currently expires on March 31, 2021 in order to (1) extend the term of the License Agreement, and (2) amend the option to extend, as more particularly set forth herein.

NOW, THEREFORE, for the mutual promises herein contained and other good and valuable consideration, the Parties agree as follows:

1. Incorporation of Recitals; Definitions. The recitals set forth above shall be incorporated herein as a substantive part hereof. Capitalized terms used herein and not otherwise defined herein shall have the meanings given thereto in the License Agreement.

2. 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, 2024 unless terminated earlier by either party upon one hundred twenty (120) days prior written notice."

3. Section 5 regarding Option to Extend shall be revised as follows:

"Options to Extend. The City hereby grants to NORTHROP GRUMMAN options to extend the Term of this License Agreement for two (2) period(s) of three (3) years each from the then-applicable Expiration Date, as may have previously been extended. 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. The exercise of an earlier option is required in order to exercise a later option. Each of the Option terms shall be upon the same terms covenants, and conditions as set forth in this License with respect to the initial License Term, except the fees for the Option Term(s), if exercised, shall be as set forth in Section 6 below:"

4. Section 6 regarding Fees shall be revised as follows:

"Fees. For the period commencing April 1, 2021 to March 31, 2024, the Fee shall be \$9,404.00 per month.

The Fee 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.

The Fee for each month is due no later than ten (10) days after the beginning 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  
Attention: John LaRock

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.

The fees for the Licensed Premises during the applicable Option Term shall be as are mutually agreeable to the parties in their sole and absolute discretion, but shall be bargained for in good faith; provided, however, in no event shall such fees for the applicable Option Term be less than the amount of fees due during the last month immediately preceding the then-applicable Expiration Date, as may have previously been extended, assuming an all-inclusive fee 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 for the then expiring term."

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

“Except as expressly provided otherwise 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 may designate in a Notice to the other. Any Notice shall be addressed as follows:

If to City:

Mandatory copies to:

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

And to:

City Attorney  
City of Redondo Beach  
415 Diamond Street  
Redondo Beach, CA 90278

If to NORTHROP GRUMMAN:

Mandatory copies to:

Northrop Grumman Systems Corporation  
One Space Park, M/S K02620/S  
Redondo Beach, CA 90278  
Attn: Sector Real Estate – Legal Notices

And to:

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

And to:

Northrop Grumman Systems Corporation  
Aerospace Systems Sector  
One Space Park, M/S D/2  
Redondo Beach, California 90278  
Attn: Corporate Real Estate – Legal Notices

And to:

Northrop Grumman Systems Corporation  
One Space Park, E2/11<sup>th</sup> Floor, Room 11084  
Redondo Beach, California 90278  
Attn: Sector Law Department – Legal Notices”

6. Except as modified herein, all other terms and conditions of the License Agreement shall remain in full force and effect. The License Agreement, as amended herein, shall constitute the entire agreement between the Parties and supersede any previous written or oral agreement.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the City and Northrop Grumman have entered into this Sixth Amendment as of this 6<sup>th</sup> day of October, 2020.

**CITY OF REDONDO BEACH**

**NORTHROP GRUMMAN SYSTEMS  
CORPORATION**

\_\_\_\_\_  
William C. Brand, Mayor

\_\_\_\_\_  
Name  
Title

Attest:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

Approved:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

Approved as to Form:

\_\_\_\_\_  
Michael W. Webb, City Attorney