

**FIRST AMENDMENT TO
AVIATION PARK LICENSE AND CONCESSION AGREEMENT
BETWEEN
SOUTH BAY SPORTS, LLC,
AND
THE CITY OF REDONDO BEACH**

THIS FIRST AMENDMENT TO THE AVIATION PARK LICENSE AND CONCESSION AGREEMENT ("Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and South Bay Sports, LLC, a California limited liability company ("Licensee") and the City of Redondo Beach ("City").

WHEREAS, the parties hereto previously entered into that certain Aviation Park License and Concession Agreement between South Bay Sports, LLC, and the City of Redondo Beach dated May 23, 2006 ("Agreement"); and

WHEREAS, Licensee desires to construct, install and maintain a new synthetic turf field at Aviation Park to replace the current Synthetic Field.

WHEREAS, in order to facilitate the construction, installation and maintenance of a new synthetic turf field, the parties wish to amend the terms of the Agreement as follows:

1. Defined Terms. All capitalized terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.
2. Installation of New Synthetic Field. Licensee shall install, at its sole expense, a new synthetic turf field ("New Synthetic Field") to replace the current Synthetic Field in accordance with plans and specifications approved by the City and in accordance with all construction requirements set forth in the Agreement. The New Synthetic Field improvement shall commence on November 1, 2010, after the issuance of necessary permits, and shall be completed within sixty (60) days on or before December 30, 2010, subject to City's final inspection and approval as provided in Section 8(c). If Licensee fails to complete the construction of the New Synthetic Field within the sixty (60) day period, Licensee shall pay the City a penalty of two hundred fifty (\$250.00) dollars for each day beyond the sixty (60) day period, for a maximum period of ninety (90) days. If Licensee fails to complete the construction of the Synthetic Field within ninety (90) days, Licensee shall be in material breach of the Agreement and the City shall have the right to complete construction by drawing out of the escrow account as provided in Section 8(a)(6). Licensee shall proceed to construct the improvement at its sole risk as to the condition of the Athletic Field. If Licensee shall fail to complete the installation of the New Synthetic Field within ninety (90) days, Licensee shall compensate City for all losses and damages which the City suffered as a result of the delay.

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Except as specifically altered by the paragraph immediately above, all obligations and requirements of Licensee under the Agreement applicable to the Synthetic Field (including but not limited to all security, escrow, construction, repair, maintenance and indemnity obligations) shall be applicable to the New Synthetic Field in the same manner as if the term "Synthetic Field" has been replaced with the term "New Synthetic Field" throughout the entirety of the Agreement.

3. Term. The Original Term, as defined in Section 2 of the Agreement, shall be extended to October 31, 2020.
4. Fees. Section 5, paragraph 2, of the Agreement shall be amended and restated in its entirety as follows:

"In addition, Licensee shall pay the City \$55.00 per hour for any period of use outside its exclusive scheduled periods of use, payable in advance to City. This amount shall be subject to adjustment as of January 1st of each calendar year in order to maintain it at 50% of the current user fee set forth on the City's master fee schedule which is currently \$110.00."

5. No Other Modifications. Except as expressly provided herein, the Agreement shall continue in full force and effect. The Agreement and this Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement. In the event of any inconsistency between this Amendment and the Agreement, this Amendment shall prevail. This Amendment may be modified or amended only by a subsequent writing executed by all of the parties.

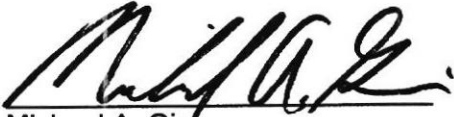
[SIGNATURES FOLLOW ON NEXT PAGE]

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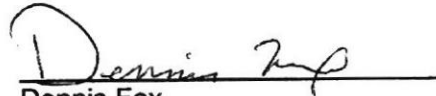
IN WITNESS WHEREOF, the parties hereby have executed this First Amendment as of this 7th day of Sept, 2010.

CITY OF REDONDO BEACH

SOUTH BAY SPORTS, LLC



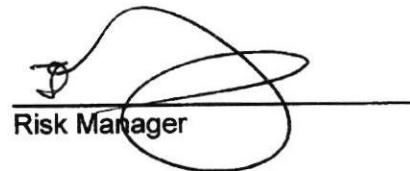
Michael A. Gin
Mayor



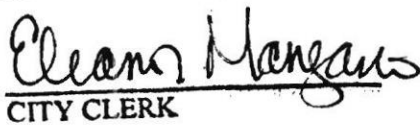
Dennis Fox
Owner

APPROVED AS TO FORM:

APPROVED:


CITY ATTORNEY
Risk Manager

ATTEST:


CITY CLERK

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