

FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment to License Agreement (“**First Amendment**”) is effective February 17, 2022 (the “**First Amendment Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 8 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing under the County Sanitation District Act, California Health and Safety Code Section 4700 et seq., (the “**District**”) and **FRIENDS OF WILMINGTON SPORTS COMPLEX, LLC**, a California limited liability company (“**Licensee**”). The District and Licensee together are the “**Parties.**”

A. The Parties entered into a License Agreement, dated September 3, 2021 (District’s DOC 6241120) (the “**License**”), under which the District licensed to Licensee the Premises, as described in the License and commonly known as the Wilmington Athletic Complex. Licensee entered into a separate agreement, dated September 3, 2021 (the “**Property Management Agreement**”), with Boys and Girls Clubs of the Los Angeles Harbor (“**Agent**”) to handle the day-to-day operations and maintenance functions at the Premises on behalf of Licensee. Under the Property Management Agreement, Licensee reimburses Agent for any shortfall between the revenue collected by Agent from Permittees for use of the Premises and expenses incurred by Agent for operating and maintaining the Premises (the “**Net Operating Cost**”). All terms not defined in this First Amendment have the meanings ascribed in the License.

B. The License commenced on September 3, 2021 and expires as described in Section 3 of the License. The Parties desire to extend the Term of the License as set forth in this First Amendment. Additionally, the Parties desire to establish a mechanism by which the District will reimburse Licensee for shortfalls in the Net Operating Cost.

The District and Licensee therefore amend the License as follows:

1. New Subsection in Section 2. The following subsection is hereby added to the end of Section 2:

“2.10 Net Operating Cost Reimbursement. No later than 5 days after the end of each month, starting with the end of the month of March 2022, the District will send payment in the total amount of \$7,500 to Licensee and, within 5 days of receipt, Licensee shall pay \$7,500 to Agent to cover any shortfalls in the Net Operating Cost.”

2. Amendment to Section 3. Section 3 of the License is hereby amended by replacing that section in its entirety with the following:

“3. Term. The term of this License commences on September 3, 2021 (the “**Commencement Date**”), and expires immediately, automatically, and unconditionally on the earlier to occur of (a) June 30, 2022, (b) the commencement date of the City Lease, (c) the expiration of 10 days after written notice from the District, or (d) the expiration of 10 days after written notice from Licensee if Licensee is unable to conduct the Permitted Use due to (i) no fault of its own or (ii) unforeseen legal or permitting costs (the “**Term**”). If District or Licensee exercise such termination right, this License shall immediately, automatically, and

unconditionally terminate upon the expiration of 10 days after delivery of the written termination notice.”

3. Amendment to Section 4. Section 4 of the License is hereby amended by replacing that section in its entirety with the following:

“4. License Fee. In accordance with the provisions of this License, Licensee shall pay to the District a fee of \$1 per month for the Premises for the first six (6) months (the “**License Fee**”). No License Fee is due for any part of the Term after the first six (6) months. Licensee may elect to pay all six (6) months of the License Fee upon execution of this License. Licensee shall make its payments to “County Sanitation District No. 8 of Los Angeles County” and shall send the payments to the address provided in Section 20 (or such other address as the District may designate in writing from time to time).”

4. Representations. Licensee represents and warrants for the benefit and reliance of the District as follows: (a) the License has not been modified, changed, altered or amended in any respect (except only by this First Amendment) and is legal, valid, and binding, in full force and effect, and enforceable in accordance with its terms; (b) there exists no breach or default, nor state of facts, nor condition which with notice, the passage of time, or both, would result in a breach or default under the License on the part of Licensee or the District; and (c) no claim, controversy, dispute, quarrel or disagreement exists between the District and Licensee.

5. Miscellaneous. Except as stated above, all other terms and conditions of the License remain in full force and effect. In the event of any conflict or inconsistency between the License and this First Amendment, the provisions of this First Amendment will prevail. The recitals set forth in Sections A and B above are incorporated in this First Amendment by reference. Each individual signing this First Amendment warrants and represents that he or she has the full authority to execute this First Amendment on behalf of the party on whose behalf he or she so signs, and that he or she is acting within the scope of such authority.

[Signatures appear on following page]

The Parties are signing this First Amendment as of the First Amendment Effective Date.

**COUNTY SANITATION DISTRICT NO. 8
OF LOS ANGELES COUNTY**

By: Robert C. Ferrante
Robert C. Ferrante
Chief Engineer and General Manager

**FRIENDS OF WILMINGTON SPORTS
COMPLEX, LLC, a California limited liability
company**

By: Koji Kuwada
Koji Kuwada
Manager