

## FIFTH AMENDMENT TO LICENSE AGREEMENT

This Fifth Amendment to License Agreement (“**Fifth Amendment**”) is effective December 14, 2022 (the “**Fifth 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 Contract No. 5422), as amended by a First Amendment to License Agreement, dated February 17, 2022 (District’s Contract No. 5422A), a Second Amendment to License Agreement, dated June 29, 2022 (District’s Contract No. 5422B), a Third Amendment to License Agreement, dated August 31, 2022 (District’s Contract No. 5422C), and a Fourth Amendment to License Agreement dated September 14, 2022 (District’s Contract No. 5422D) (collectively, 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**”). Under the License, the District sends Licensee monthly payments of \$7,500, which Licensee provides to Agent, to cover shortfalls in the Net Operating Cost of the Premises. All terms not defined in this Fifth Amendment have the meanings ascribed in the License.

B. The License commenced on September 3, 2021 and expires on December 31, 2022. The Parties desire to extend the Term of the License as set forth in this Fifth Amendment.

The District and Licensee therefore amend the License as follows:

1. 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) March 31, 2023, (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.”

2. 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 Fifth 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.

3. 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 Fifth Amendment, the provisions of this Fifth Amendment will prevail. The recitals set forth in Sections A and B above are incorporated in this Fifth Amendment by reference. Each individual signing this Fifth Amendment warrants and represents that he or she has the full authority to execute this Fifth 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. The District's Chief Engineer and General Manager, or his designee, is authorized to execute this Fifth Amendment pursuant to authority granted by the District's Board of Directors at its public meeting on December 14, 2022.

*[Signatures appear on following page]*

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

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

By: \_\_\_\_\_  
Robert C. Ferrante  
Chief Engineer & General Manager

**APPROVED BY:  
COUNTY SANITATION DISTRICT NO. 2  
OF LOS ANGELES COUNTY**

By: \_\_\_\_\_  
Robert C. Ferrante  
Chief Engineer & General Manager

**FRIENDS OF WILMINGTON SPORTS  
COMPLEX, LLC**

By: \_\_\_\_\_  
Koji Kuwada  
Manager