

33417

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“License”), is made and entered as of May 1, 2014, by and between The Boeing Company, a Delaware corporation (“Licensor”), and the City of Long Beach, a municipal corporation (“Licensee”), pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting of May 13, 2014.

For and in consideration of the mutual benefits to be derived and other valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **THE LICENSE.** Licensor does hereby grant to Licensee a temporary, non-exclusive license to use, subject to the terms and conditions of this License, that portion of the real property at Boeing’s Douglas Park- Long Beach site known as 3100 Cover Street, approximately 3.2 acres, depicted in Exhibit A (the “Licensed Property”), to be used by Licensee solely for the purposes described in Section 2 of this License. This License does not constitute an interest in real property, and Licensor shall not be deemed to have granted, conveyed, or transferred an interest in the Property to Licensee by reason of the execution and delivery of this License or the performance by either party of its obligations under this License. Licensee hereby accepts this License and agrees that Licensee’s use of the Licensed Property shall conform to the terms and conditions of this License.

The license granted by this License is personal to Licensee and may not be assigned or sublicensed by Licensee in any way. Licensee shall not grant permission to any other person or entity to use the Licensed Property.

2. **USE.** Licensee shall use the Licensed Property solely for conducting advanced officer driver training, which is mandated by the state of California Peace Officer Standards and Training (POST) Commission.

(a) Licensee shall use the Licensed Property in common with Licensor and all other licensees and tenants of Licensor.

(b) Licensee shall exercise all reasonable efforts to assure any activities on the Licensed Property pursuant to this License shall not result in any damage or injury to the Licensed Property. Licensee shall be responsible for any damage arising from the activity of Licensee on or about the Licensed Property in the exercise of the rights of Licensee hereunder, and shall repair such damage or, in lieu thereof if mutually agreed by Licensor and Licensee, make a cash settlement therefor.

(c) Licensee shall not make any improvements or alterations to the Licensed Property. Licensee shall hold Licensor and the Licensed Property harmless from and against any liens of contractors, subcontractors, or other persons supplying goods, services, equipment, materials, or labor to or on behalf of Licensee at the Licensed Property. At the request of Licensor, Licensee shall discharge any such liens.

(d) In its use of the Licensed Property, the Licensee shall not violate any applicable law, ordinance, deed, restriction or regulation affecting the Licensed Property or any part thereof. Licensee is solely responsible for obtaining all necessary permits, licenses, and approvals required from any governmental authority or agency and shall conduct its business at the Licensed Property strictly in conformance with all requirements of any applicable permits, licenses, and approvals.

(e) Licensee shall ensure that there is no use of tobacco or tobacco products on the Licensed Property, including without limitation smoking of any cigarette, cigar, pipe, or any tobacco or tobacco product in any form, by Licensee or Licensee's employees, invitees, contractors, or any person under Licensee's direction or control while present at any time on the Licensed Property.

(f) Licensed Property shall be used by the Long Beach Police Department (LBPd) for officer drivers training. As such, filming or video images of the training may be taken while on the Licensed Property for LBPd ongoing training and review purposes. Other than images utilized for training purposes, Licensee shall ensure that there is no use of any device to capture photographic or video images (film or digital), including but not limited to the camera or video modes of cellular phones or other communication devices, by Licensee or Licensee's employees, invitees, contractors, or any person under Licensee's direction or control while present at any time on the Licensed Property.

(g) Licensed Property shall be used by certified uniformed peace officers equipped with firearms. Except for Long Beach Police Department issued firearms, Licensee shall ensure that no explosives or firearms (whether guns, pistols, rifles or otherwise, and the ammunition therefore) are allowed on the Licensed Property.

(h) Licensee shall ensure that no alcoholic beverages, nor narcotics, drugs or paraphernalia are allowed or used on the Licensed Property

(i) Licensee shall protect Licensor's wells at all times and be responsible for any damage to Licensor's environmental infrastructure. Licensor shall provide information to Licensee to identify all areas of above and below ground environmental infrastructure (Exhibit B).

(j) Licensor to preapprove Licensee's low speed vehicle maneuver training course, within two (2) days of submittal of training course plans by Licensee.

(k) Licensee to provide Licensor unobstructed access and travel to the area for maintenance and monitoring, approximately 2-3 visits a month, even during Licensee's training events.

(l) Premises will be secured by interlocking Licensee and Licensor's security locks.

(m) Licensee shall be responsible for sweeping the Licensed Property before and after its use. And, Licensee shall maintain dust control during training periods as required and directed by Licensor.

In addition, Licensee's use of the Licensed Property is subject to the restrictions and limitations set out in Section 11 of this License.

3. **TERM; TERMINATION.** This License shall commence upon its full execution by both parties, execution of which may occur in counterparts, (the "Commencement Date") and shall terminate thereafter at 11:59 PM on August 31, 2014 (the "Termination Date") and the period of time commencing on the Commencement Date and ending on the Termination Date is referred to here as the "Term". Licensor may terminate this License at any time without cause upon at least 24 hours notice to Licensee, in writing.

4. **LICENSE FEE.** There is no license fee. Licensor is providing this License solely as an accommodation to Licensee.

5. **SERVICES AND UTILITIES.** Licensee shall provide its own portable office and restroom facilities for use during the Term. Exercise of this License does not require the use of any utilities or other service at the Licensed Property.

6. **CONDITION; "AS IS"; DISCLAIMER**

6.1 Warranty. Licensor warrants that it is the owner or lessee of the Licensed Property and that Licensor has the power and right to grant the License hereunder to Licensee.

6.2 DISCLAIMER AND RELEASE. EXCEPT FOR THE WARRANTY IN PARAGRAPH 6.1, THE LICENSED PROPERTY, AND ALL OTHER GOODS OR SERVICES PROVIDED OR TO BE PROVIDED IN CONNECTION WITH THIS CONTRACT ARE BEING PROVIDED TO THE LICENSEE "AS IS, WHERE IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF LICENSOR AND ANY LICENSOR PARTY AND THE REMEDIES OF THE LICENSEE SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND LICENSEE HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF LICENSOR AND ANY LICENSOR PARTY AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE LICENSEE AGAINST LICENSOR OR ANY LICENSOR PARTY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN THE LICENSED PROPERTY, ANY SERVICES, OR ANY OTHER ITEM PROVIDED UNDER THIS CONTRACT, INCLUDING BUT NOT LIMITED TO:

- 6.2.1 ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;
- 6.2.2 ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- 6.2.3 ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF ANY PARTY (WHETHER ACTIVE, PASSIVE OR IMPUTED); AND
- 6.2.4 ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF OR DAMAGE TO ANY PROPERTY.

EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES. NEITHER LICENSOR NOR ANY LICENSOR PARTY SHALL HAVE ANY OBLIGATION OR LIABILITY TO LICENSEE, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE) OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES.

6.3 Waiver of Claims for Damage to Licensee's Property. Without limiting the generality of any other provision of this Article 6, Licensee does hereby release Licensor and any Licensor Party from, and waive, Licensee's entire claim of recovery for loss of or damage to property

arising out of or incident to fire, lightning or any other perils normally included in an "all risk" property insurance policy when such property is located on the Licensed Property, or the Boeing Kent Space Center site, whether or not such loss or damage is due to the negligence of Licensor, any Licensor Party, or their respective agents, employees, guests, licensees, invitees or contractors. The foregoing waiver is not intended to apply to losses to the extent due to the gross negligence or willful misconduct of Licensor, any Licensor Party, or their respective agents, employees, guests, licensee, invitees or contractors.

6.4 Waiver of Subrogation. Licensee shall cause its insurance carriers to waive all rights of subrogation against Licensor to the extent of Licensee's undertakings set out in this Article 6.

6.5 Definition. "Licensor Party" means The Boeing Company, a Delaware corporation, any entity owned or controlled by The Boeing Company, and any director, officer, employee, agent, contractor, or invitee of any of the foregoing (other than Licensee, its directors, officers, employees, agents, contractors, and invitees) and their successors and assigns.

7. **MAINTENANCE.** Licensee, at Licensee's sole cost and expense, shall be responsible throughout the Term for preventing damage to the Licensed Property as a result of the use of the Licensed Property by Licensee, and shall keep same free of trash and debris.

8. **LICENSOR'S ACCESS.** Access to the Licensed Premises shall be 24 hours per day, 7 days per week.

9. **CONDITION AT SURRENDER.** At the termination of the Term of this License, Licensee shall surrender the Licensed Property to Licensor in the same condition as at the Commencement Date, free of all trash and debris.

10. **INDEMNIFICATION AND INSURANCE**

A. Indemnity. Licensee will indemnify, defend, and hold harmless, Licensor and every Licensor Party (as defined in Section 6.5) (hereinafter "Indemnitees") from and against all actions, causes of action, liabilities, claims, suits, penalties, fines, judgments, liens, awards and damages of any kind whatsoever (hereinafter "Claims"), for injury to or death of any person (including without limitation claims brought by employees or invitees of Licensee or employees or invitees of any Contractor of Licensee (hereinafter "Contractor")) or damage to or loss of any property or clean up of any discharge or release by Licensee or any Contractor, and expenses, costs of litigation, and reasonable attorneys' fees related thereto, or incident to establishing the right to indemnification, to the extent such Claims arise out of or are in any way related to this License or the presence on the Licensed Property by Licensee, any Contractor or their respective employees or invitees. Licensee expressly waives any immunity under industrial insurance, to the extent of the indemnity set forth in this paragraph. In no event shall Licensee's obligations hereunder be limited to the extent of any insurance available to or provided by Licensee. Licensee shall require each Contractor who desires access to the Licensed Property to provide an indemnity, enforceable by and for the benefit of the Indemnitees, to the same extent required of the Licensee.

B. Insurance Policies. Licensee shall, at its own cost and expense, carry and maintain, and shall ensure that any Contractor carries and maintains during the Term of this License, Commercial General Liability Insurance with available limits of not less than Three Million Dollars (\$3,000,000) per occurrence for bodily injury, including death, and property damage combined, Three Million Dollars (\$3,000,000) general aggregate. Such insurance shall be in a form and

with insurers acceptable to Licensor and shall contain coverage for all premises and operations, broad form property damage and contractual liability (including without limitation, that specifically assumed herein). Licensee may self-insure by self funding the insurance obligation. Any policy which provides the insurance required under this paragraph shall: (a) be endorsed to name The Boeing Company and its subsidiaries and their respective directors, officers, employees, agents, attorneys and assigns” as additional insureds (hereinafter “Additional Insured”) with respect to any liability arising out of Licensee’s presence on the Licensed Property, (b) be endorsed to be primary to any insurance maintained by The Boeing Company, (c) contain a severability of interest provision in favor of the Additional Insured and (d) contain a waiver of any rights of subrogation against the Additional Insured. A certificate evidencing such insurance coverage shall be delivered to Licensor not less than fifteen (15) days prior to the commencement of the Term. Such certificate of insurance will provide for fifteen (15) days advance notice in the event of cancellation.

If licensed vehicles will be used in connection with this License, Licensee shall carry and maintain, and shall ensure that any Contractor who uses licensed vehicles in connection with this License carries and maintains, Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with limits of liability of not less than One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.

Licensee shall cover or maintain, and shall ensure that any Contractor covers or maintains, insurance in accordance with the applicable laws relating to workers’ compensation, with respect to all of their respective employees working on or about the Licensed Property, regardless of whether such coverage of insurance is mandatory or merely elective under the law.

11. ADDITIONAL PROVISIONS RELATING TO USE OF THE LICENSED PROPERTY

The following restrictions and limitations apply to Licensee’s use of the Licensed Premises.

11.1 No vehicles shall be parked overnight on the Licensed Property except for any portable office and restroom facilities for use during the Term.

11.2 Any leaks from any Licensee’s vehicles, portable office and/or restroom facilities shall be cleaned up by Licensee immediately upon discovery.

11.3 Licensee shall conduct no maintenance, repair, washing, or fueling activities at the Licensed Property.

11.4 Licensee will allow no trash or debris to be left at the Licensed Property and will practice “good housekeeping” rules in its use of the Licensed Property.

12. ENVIRONMENTAL MATTERS

A. Definitions.

As used herein, the term “Hazardous Substances” means any hazardous, toxic, chemical, or dangerous substance, pollutant, contaminant, waste or material, including petroleum, which is regulated under any and all federal, state, or local statute, ordinance, rule, regulation, or common law relating to chemical management, environmental protection, contamination, or cleanup

including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act as amended (42 U.S.C. § 6901 et seq.) or any other federal, state, county, or city law, or any other ordinance or regulation existing or which may exist.

B. Compliance with Laws and Requirements. Except as otherwise agreed by Licensor in writing, Licensee shall be solely responsible at its expense for obtaining any permits, licenses or approvals, and for preparing, maintaining and submitting any records or reports, as required under applicable Environmental Laws and Requirements for its operations hereunder. Licensee shall comply with any and all Environmental Laws and Requirements and shall not cause, permit or allow the presence of and shall not generate, release, store, or deposit any Hazardous Substances on or about the Licensed Property in violation of any Environmental Laws and Requirements, or in a manner which may give rise to liability for environmental cleanup, damage to property, or personal injury to Licensor, or any other person, PROVIDED that the foregoing is not intended to apply to Hazardous Substances present on the Licensed Property prior to the Commencement Date ("Pre-Existing Hazardous Substances") except to the extent that Pre-Existing Hazardous Substances are released as the result of the activities of Licensee, its agents, employees, contractors or invitees or any environmental condition related to Pre-Existing Hazardous Substances is exacerbated by Licensee, its agents, employees, contractors or invitees. Licensee shall not release any Hazardous Substances into the soil, water (including groundwater) or air of the Licensed Property or onto any other adjoining property in violation of Environmental Laws and Requirements, or in a manner which may give rise to liability for environmental cleanup, damage to property, or personal injury to Licensor or any other person. In the event of a spill or other release of Hazardous Substances caused by Licensee, its agents, employees, contractors or invitees at or from the Licensed Property, Licensee shall undertake immediate response as required by law, including but not limited to reporting to appropriate agencies, and shall notify Licensor of same as soon as possible. Without limiting the generality of the foregoing, if Licensee fails to suspend its use of the Licensed Property or to remove its personal property from the Licensed Property when required to do so by this License, any release of Hazardous Substances emanating from personal property, including without limitation automobiles, left by Licensee on the Licensed Property will be deemed a release of such Hazardous Substances by Licensee.

As used herein the term "Environmental Laws and Requirements" means any and all federal, state, local laws, statutes (including without limitation the statutes referred to in Paragraph 12.A above), ordinances, rules, regulations and/or common law relating to environmental protection, contamination, the release, generation, production, transport, treatment, processing, use, disposal, or storage of Hazardous Substances, and the regulations promulgated by regulatory agencies pursuant to these laws, and any applicable federal, state, and/or local regulatory agency-initiated orders, requirements, obligations, directives, notices, approvals, licenses, or permits, including but not limited to those for the reporting, investigation, cleaning, or remediation of Hazardous Substances on the Licensed Property.

C. Remediation. Should Licensee fail to perform any of its obligations pursuant to this License or to any and all Environmental Laws and Requirements, Licensee shall at its own expense promptly remedy such noncompliance. Licensee shall at its own expense remove or remediate any unsafe condition that Licensee has caused to occur and clean up or remediate any Hazardous Substance which Licensee has caused to be released at or from the Licensed Property. Should Licensee fail so to do, Licensor shall have the right, but not the duty, to enter the Licensed Property personally or through its agents, consultants, or contractors to perform the same. Further, Licensee shall hold Licensor harmless from any losses, including claims of third parties,

resulting from any noncompliance with Environmental Laws and Requirements, or from any unsafe condition or release of Hazardous Substances caused by Licensee.

D. Documentation and Right to Inspect. Licensee shall provide copies to Licensor of any reports regarding its operations at the Licensed Property which are submitted to governmental agencies pursuant to any Environmental Laws and Requirements. Licensee shall also make available to Licensor upon request all permits and approvals, and all records maintained by Licensee pursuant to any Environmental Laws and Requirements. During the Term of this License, Licensor and/or its agents or employees shall have the right to periodically inspect the Licensed Property at reasonable times to confirm that Licensee is in compliance with the terms of this License, including compliance with any and all Environmental Laws and Requirements. Further, if Licensor at any time should have any cause to believe that any Hazardous Substances are or at any time during the term of this License have been released at or from the Licensed Property without strict compliance with all Environmental Laws and Requirements or in a manner which may give rise to liability for environmental cleanup, damage to property, or personal injury to Licensor or any other person, Licensor shall have the right at its discretion, but not the duty, to enter, at any reasonable time, and conduct an inspection of the Licensed Property including invasive tests to determine whether, and the extent to which, Hazardous Substances have been released. Licensee hereby grants to Licensor, and its employees, agents, employees, consultants, and contractors the right to enter the Licensed Property at any time to perform such tests on the Licensed Property as are reasonably necessary in the opinion of Licensor to conduct such investigations. Licensor may retain any independent qualified professional consultant to enter the Licensed Property to conduct such inspections. Such consultant's reasonable fee shall be payable by Licensee if such consultant determines that Licensee's activities constitute a material violation of Environmental Laws and Requirements or have resulted in the release of Hazardous Substances into the environment which may give rise to liability for environmental cleanup, damage to property, or personal injury to Licensor or any other person; otherwise such fee shall be payable by Licensor.

E. Indemnification. Licensee shall indemnify, hold harmless, and defend every Licensor Party from any and all claims, losses, damages, response costs, and expenses arising out of or in any way relating to the violation of any Environmental Laws and Requirements, or to the generation, release, storage, deposit or disposal of Hazardous Substances, except to the extent such claims, losses, damages, response costs, and expenses are caused by a Licensor Party, at any time during the term or after of this License, including but not limited to claims of third parties, including governmental agencies, for damages (including personal injury and/or property damage), response costs, fines, penalties, injunctive or other relief.

13. **COORDINATION WITH LICENSOR.** All activities of Licensee hereunder shall be coordinated in advance with Licensor's representative: Mike D. Annella, michael.d.annella@Boeing.com , cell: 310-505-8716.

14. **ENFORCEMENT.**

A. Nonwaiver. No failure by either party to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent by Licensor during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition hereof to be performed or complied with by either party, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the parties. No waiver of any breach shall

affect or alter this License, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

B. Remedies Cumulative. Each right and remedy provided for in this License shall be cumulative and shall be in addition to every other right or remedy provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by either party of any one or more of the rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by such party of any or all other rights or remedies provided for in this License or now or hereafter existing at law or in equity or by statute or otherwise.

15. MISCELLANEOUS

A. Successors and Assigns. Subject to the provisions of this Paragraph 16, all of the provisions of this License shall bind and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns, but Licensee shall not assign this License nor grant any right of possession of the Licensed Property in whole or in part without the prior written consent of Licensor, which Licensor may withhold in its sole discretion.

B. Notices. Where provision is made herein for notice of any kind, it shall be deemed sufficient, if such notice is addressed as shown below:

Licensor: The Boeing Company
 c/o MBG Consulting, Inc.
 5225 Old Orchard Road, #12
 Skokie, IL 60077
 Email: nancy.barlow@boeing.com
 Ph: (847) 217-4970

With copy to: Michael Lewis
 The Boeing Company
 2401 E. Wardlow Rd.
 Long Beach, CA 90807
 Ph: 714-287-5361
 Email: michael.d.lewis2@boeing.com

Licensee: City of Long Beach
 333 W. Ocean Boulevard
 Long Beach, CA 90802
 Attn.: City Manager
 Phone: 562-570-6916

With copy to: Long Beach Police Department
 444 W. Broadway
 Long Beach, CA 90802
 Attn: Chief of Police

All such notices shall be given either by hand or by recognized overnight delivery service, with all fees for next business day delivery prepaid. Notices shall be deemed given when delivered if given by hand or 24 hours after delivery to an overnight delivery service with next business day delivery charges prepaid.

C. Severability. If a court of competent jurisdiction shall determine, to any extent, that any provision, term or condition of this License shall be invalid or unenforceable, that determination shall not affect the remainder of this License, and each provision, term or condition in the remainder of this License shall be valid and enforceable to the extent permitted by law.

D. Licensee's Interest; Holdover. Licensee has no right in the Licensed Property other than the license to use the Licensed Property as set out in this License. Licensee has no right to hold over after the end of the Term and agrees that Licensor may use all legal means to remove Licensee and its property and all Licensee Vehicles from the Licensed Property at and following the end of the Term, and that Licensee shall reimburse Licensor for all of Licensor's reasonable out-of-pocket expenses in so doing.

E. Attorneys' Fees and Disbursements. Except for actions by Licensor pursuant to Paragraph 14 of this License upon a default by Licensee, if a dispute between Licensor and Licensee arises under this License, each party shall bear its own costs, including but not limited to attorneys' fees.

F. Captions. The marginal headings or titles to the sections of this License are not a part of the License but are inserted only for convenience. They shall have no effect on the construction or interpretation of any part of this License.

G. Time is of the Essence. Time is of the essence in the performance of all covenants and conditions of this License in which time is a factor.

H. Counterparts. This License may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original License, but all of which together shall constitute one and the same License.

I. Choice of Law. This License shall be governed by the laws of the State of California, without reference to its choice of law rules. Each party hereto knowingly waives its rights to a jury trial, and hereby stipulates to the venue being in Los Angeles County, California.

J. Agents and Brokers. Each party represents that it has hired or retained no agent or broker other than CB Richard Ellis in connection with this License and shall hold the other party harmless from any claim by any other agent or broker claiming payment of any commission, finders' fee or the like in connection with this License.

K. No Recording. Neither party shall record this License, nor any memorandum of this License.

L. Survival. Licensee's indemnification obligations set forth in this License shall survive the expiration or early termination of this License and shall not be limited by any provision of this License.

M. Complete Agreement. This License, including Exhibit A, contains the entire and complete agreement between the parties hereto, with all previous negotiations, warranties,

covenants, conditions and promises being merged herein. Licensor and Licensee further agree that no alteration, amendment or modification to this License shall be binding upon Licensor or Licensee unless same is first reduced to writing and signed by both Licensor and Licensee.

Executed in duplicate as of the date first written above.

<p>Licensor:</p> <p>The Boeing Company, a Delaware corporation</p> <p>By: _____ Name: Frank Dispalatro Title: Authorized Signatory Signed: May __, 2014</p>	<p>Licensee:</p> <p>City of Long Beach, a <u>municipal corporation</u></p> <p><u>SMJ</u> Assistant City Manager</p> <p>By: _____ Name: <u>Patrick H. West</u> Title: <u>City Manager</u> Signed: May <u>16</u>, 2014</p> <p>EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.</p>
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APPROVED AS TO FORM
May 14, 2014
CHARLES PARKIN, City Attorney

By K. Carney
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

covenants, conditions and promises being merged herein. Licensor and Licensee further agree that no alteration, amendment or modification to this License shall be binding upon Licensor or Licensee unless same is first reduced to writing and signed by both Licensor and Licensee.

Executed in duplicate as of the date first written above.

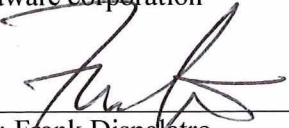
<p>Licensor:</p> <p>The Boeing Company, a Delaware corporation</p> <p>By:  _____ Name: Frank Dispalatro Title: Authorized Signatory Signed: May <u>14</u>, 2014</p>	<p>Licensee:</p> <p>City of Long Beach, a _____</p> <p>By: _____ Name: _____ Title: _____ Signed: May __, 2014</p>
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EXHIBIT A

INSERT DEPICTION OF PROPERTY

Temporary Low Speed Vehicle Training CoLB LBPD

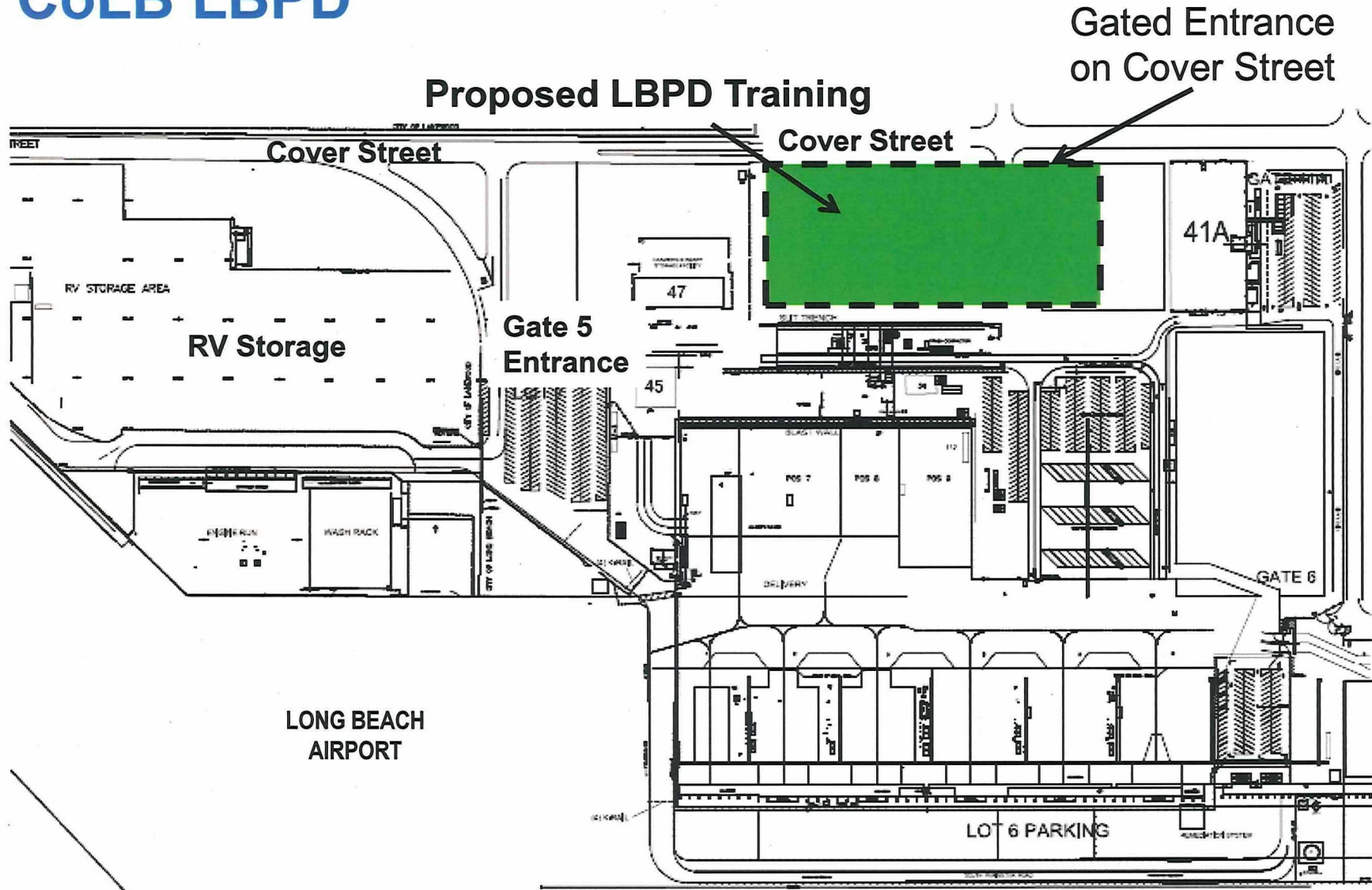
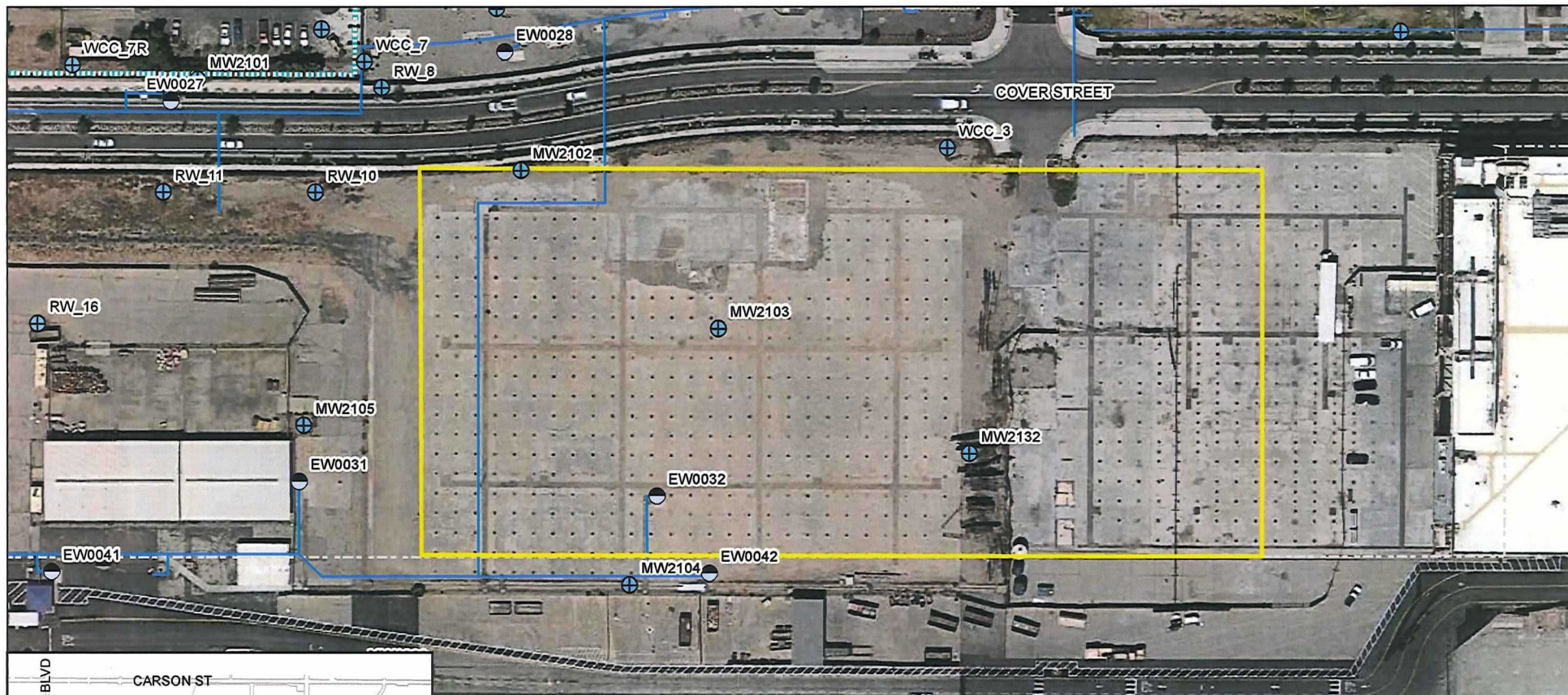


EXHIBIT B

INSERT DEPICTION OF ENVIRONMENTAL INFRASTRUCTURE





EXPLANATION

- Proposed Training Area
- ⊕ Existing Groundwater Monitor Well
- Existing Groundwater Extraction Well
- Existing Pipelines (note pull boxes/vaults not illustrated)

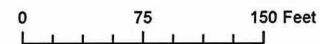


EXHIBIT B
EXISTING ENVIRONMENTAL INFRASTRUCTURE, PROPOSED LONG BEACH POLICE DEPARTMENT TRAINING AREA
THE BOEING COMPANY, FORMER C-1 FACILITY, LONG BEACH, CALIFORNIA