



1 acknowledged and agreed that certain of the funds would be used by the City to hire and pay  
2 certain third party consultants (the "CEQA Consultants") required to assist the City in  
3 performing its duties and obligations relative to the CEQA Requirements (the "CEQA Work");  
4 and

5 **WHEREAS**, the Developer has previously advanced funds pursuant to the CEQA Funding  
6 Agreement to specifically pay for the Phase I and Phase II Scope of Services to be performed by  
7 the CEQA Consultants which are specifically delineated and described in the CEQA Funding  
8 Agreement; and

9 **WHEREAS**, the need for additional Phase II Scope of Services arose and the parties now  
10 desire to enter into this Fourth Amendment to amend the CEQA Funding Agreement to  
11 provide for additional funds by the Developer to the City in the amount of Ninety-Six  
12 Thousand, One Hundred Thirty-Three Dollars and Fifty-Nine Cents (\$96,133.59) to pay the  
13 costs of these additional services referred to as the "Phase II Augmentation Services" that  
14 resulted in the Consultant exceeding the City allowed Compensation provided in its contract  
15 with the City for the Phase II Augmented Services.

16 **NOW, THEREFORE**, the City and Developer (hereinafter referred to individually as "Party" and  
17 collectively as the "Parties") hereto mutually agree as follows:

18 **ARTICLE 1 – MODIFICATION OF THE CEQA FUNDING AGREEMENT**

19 As contemplated in the ENA and the CEQA Funding Agreement, the Parties hereby  
20 agree that the CEQA Funding Agreement is hereby amended to provide for the reimbursement  
21 by the Developer to the City in accordance with the terms and conditions of this Fourth  
22 Amendment.

23 **ARTICLE 2 – DEVELOPER REIMBURSEMENT OF FUNDS**

24 1. The Developer agrees to fully reimburse the City funds in the amount of Ninety-  
25 Six Thousand, One Hundred Thirty-Three Dollars and Fifty-Nine Cents (\$96,133.59)  
26 representing the unpaid Phase II Augmentation work, within fourteen (14) business days  
27 following the approval and execution of this Fourth Amendment by the Parties;

28 2. All reimbursement funds shall be used exclusively by the City to pay the excess

1 cost of the Phase II Augmentation Work performed by Consultant, Remy Moose Manley which  
2 exceeded the City Council approved Compensation amount.

3 **ARTICLE 3 - TERM**

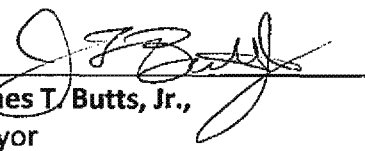
4 The term of this Fourth Amendment shall be the same as the term of the CEQA Funding  
5 Agreement.


6 Except as changed by this Fourth Amendment and all previous amendments (the  
7 "Amendments"), all terms and provisions of Agreement No.: 18-055, its Amendments, exhibits and  
8 attachments, shall remain unchanged and in full force and effect.

9 **IN WITNESS WHEREOF**, the Parties hereto have executed this Fourth Amendment as of  
10 the date and year first above written.

11 **CITY OF INGLEWOOD**  
12 a municipal corporation

**MURPHY'S BOWL LLC,**  
a Delaware limited liability company


13  
14   
15 **James T. Butts, Jr.,**  
16 Mayor

  
17 **Brandt A. Vaughan,**  
18 Manager

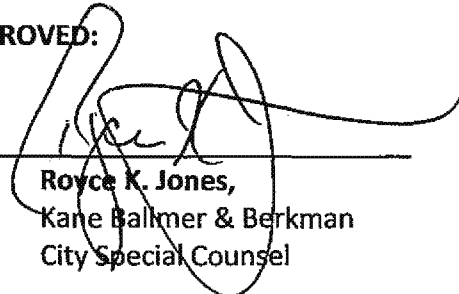
19 **ATTEST:**

  
20 **Yvonne Horton,**  
21 City Clerk

**APPROVED AS TO FORM:**

  
22 **Kenneth R. Campos,**  
23 City Attorney

24 **APPROVED:**

25   
26 **Royce K. Jones,**  
27 Kane Ballmer & Berkman  
City Special Counsel