FOURTH AMENDMENT TO CEQA FUNDING AGREEMENT NO.: 18-055

THIS FOURTH AMENDMENT TO CEQA FUNDING AGREEMENT ("Fourth Amendment") July is made and entered into this 21stday of May, 2020, by and between the City of Inglewood (hereinafter referred to as the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; and MURPHY'S BOWL LLC, a Delaware limited liability company (hereinafter referred to as the "Developer"), whose address is P.O. Box 1558, Bellevue, WA 98009-1558. Initially capitalized terms not defined herein shall have the same meaning as such terms are defined in the Amended and Restated Exclusive Negotiating Agreement, dated as of August 15, 2017 (the "ENA"), by and among the City, the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic, the Inglewood Parking Authority, a public body, corporate and politic, and Developer, and/or defined in that certain CEQA Funding Agreement, dated as of December 19, 2017 by and between the City and Developer, as amended by a First Amendment to CEQA Funding Agreement, dated April 10, 2018, an Amended and Restated Second Amendment to CEQA Funding Agreement, dated December 17, 2019, (collectively, the "CEQA Funding Agreement").

RECITALS

WHEREAS, the Developer and the City entered into the CEQA Funding Agreement to provide for the advance of certain funds by the Developer to the City enabling the City to perform certain of its obligations and duties as set forth in the ENA and required by the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000 et seq. (as amended, and including any successor statutes and regulations promulgated pursuant thereto)(collectively, the CEQA Requirements"), with respect to the proposed creation and development of a premier and state of the art National Basketball Association ("NBA") professional basketball arena, as well as related landscaping, parking and various other ancillary uses related to and compatible with the operation and promotion of a state-of-theart NBA arena (the "Development"); and

WHEREAS, pursuant to the CEQA Funding Agreement, both the Developer and City

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

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

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

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

ARTICLE 1 - MODIFICATION OF THE CEQA FUNDING AGREEMENT

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

ARTICLE 2 – DEVELOPER REIMBURSEMENT OF FUNDS

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

cost of the Phase II Augmentation Work performed by Consultant, Remy Moose Manley which 1 exceeded the City Council approved Compensation amount. 2 3 **ARTICLE 3 - TERM** 4 5 Agreement. 6 8 attachments, shall remain unchanged and in full force and effect. 9 10 the date and year first above written. **CITY OF INGLEWOOD** 11 a municipal corporation 12 13 14 15 Mayor 16 17 ATTEST: 18 19 20 Yvonne Horton. 21 City-Clerk 22 APPROVEÓ: 23 24 25 Jones. 26 Kane Balkmer & Berkman City Special Counsel 27

The term of this Fourth Amendment shall be the same as the term of the CEQA Funding

Except as changed by this Fourth Amendment and all previous amendments (the "Amendments"), all terms and provisions of Agreement No.: 18-055, lits Amendments, exhibits and

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment as of

MURPHY'S BOWL LLC.

a Delaware limited liability company

Brandt A. \ augha

Manager

APPROVED AS TO FORM:

Kenneth R. Campos,

City Attorney

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