

**CONSENT TO CHANGE IN OWNERSHIP  
BETWEEN  
THE CITY OF REDONDO BEACH, AND BKF ENGINEERS  
AND BKF GROUP HOLDINGS, LLC**

THIS CONSENT TO CHANGE IN OWNERSHIP (this "Consent") is made by the City of Redondo Beach, a chartered municipal corporation ("City"), BKF Engineers, a California corporation ("Consultant"), and BKF Group Holdings, LLC, a Delaware limited liability company ("BKF Group Holdings, LLC").

WHEREAS, on December 14, 2021, the City and Consultant entered into that certain Agreement for Consulting Services (the "Agreement"); and

WHEREAS, on October 17, 2023, the City and Consultant entered into a First Amendment to the Agreement (the "First Amendment"); and

WHEREAS, on August 23, 2024, Consultant entered into a Stock Purchase Agreement (the "Purchase Agreement"), pursuant to which ownership of Consultant was transferred to BKF Group Holdings, LLC, resulting in Consultant becoming a subsidiary of BKF Group Holdings, LLC (the "Transaction"); and

WHEREAS, following the Transaction, Consultant shall remain the party responsible for performing its obligations under the Agreement, with no change to the scope of services or the personnel delivering those services; and

WHEREAS, Section 18 of the Agreement requires Consultant to obtain the City's prior written consent to any assignment of its rights and obligations under the Agreement, including any change in ownership or voting control of more than 25%; and

WHEREAS, the City wishes to provide its consent to the change in ownership of Consultant as a result of the Transaction, with such consent being retroactively effective as of August 23, 2024, the date the Transaction was executed.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the City hereby issues its approval and consent to said change in ownership of Consultant subject to the following conditions:

1. **Consent to Ownership Change:** City consents to the change in ownership of Consultant, whereby ownership has been transferred to BKF Group Holdings, LLC. Consultant shall remain the party to the Agreement and shall continue to be solely and fully responsible for the complete and timely performance of all obligations, duties, and liabilities arising under the Agreement, as originally executed and as amended from time to time.
2. **No Assignment of the Agreement:** This Consent does not constitute an assignment of the Agreement. Consultant shall retain all rights and obligations under the Agreement, and this change in ownership shall not relieve, release, or discharge Consultant from any duties, responsibilities, or liabilities under the Agreement. The City's approval of this change in ownership does not imply nor

shall it be construed as a waiver of any rights or remedies available to the City under the Agreement.

3. **Retroactive Effect:** This Consent shall be deemed retroactively effective as of August 23, 2024, the date on which the Transaction was executed by Consultant and BKF Group Holdings, LLC.
4. **Continuing Terms:** Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain in full force and effect between the parties.
5. **Authority to Execute:** The individuals executing this Consent represent that they have full authority to execute this document on behalf of the entity for whom they are acting herein. In the event the signatories for Consultant and BKF Group Holdings, LLC are not duly authorized to enter into and execute this Consent, such signatories shall be personally liable to City.
6. **Severability:** Should any provision of this Consent be found invalid or unenforceable, such a decision shall affect only the interpreted provision, with all remaining provisions continuing to be enforceable to the fullest extent permitted by law.
7. **Amendment:** This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
8. **Governing Law:** This Consent shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
9. **Venue:** In the event of any dispute arising hereunder, venue for any action shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
10. **Attorney's Fees:** In the event of any dispute arising out of this Consent, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including expert witness fees.

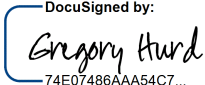
SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 1<sup>st</sup> day of October, 2024.


CITY OF REDONDO BEACH,  
a chartered municipal corporation

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James A. Light, Mayor

BKF ENGINEERS,  
a California corporation

By:   
Name: Gregory Hurd  
Title: President | CEO

BKF GROUP HOLDINGS, LLC,  
a Delaware limited liability company

By:   
Name: Ira Starr  
Title: Managing Director

ATTEST:

\_\_\_\_\_  
Eleanor Manzano, City Clerk

APPROVED:

\_\_\_\_\_  
Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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Michael W. Webb, City Attorney