

**SECOND AMENDMENT TO OFFICE LEASE
BETWEEN
THE CITY OF REDONDO BEACH
AND
FIRSTSTEPS FOR KIDS, INC.**

THIS SECOND AMENDMENT TO OFFICE LEASE (“Second Amendment”) is made and entered into as of March 18, 2025, by and between the City of Redondo Beach, a chartered municipal corporation (“Landlord”), and FirstSteps for Kids, Inc., a California Corporation (“Tenant”).

WHEREAS, Landlord and Tenant entered into a certain Lease dated as of April 6, 2021 (the “Lease”), for three spaces located at **109 W. Torrance Blvd., Suite 101**, Redondo Beach CA 90277, consisting of approximately **1,440** rentable square feet, **109 W. Torrance Blvd., Suite 102b**, Redondo Beach, CA 90277, consisting of approximately **853** rentable square feet, and **105 W. Torrance Blvd., Suite 200**, Redondo Beach, CA 90277, consisting of approximately **2,978** rentable square feet, for a combined total of **5,271** rental square feet; and

WHEREAS, on December 21, 2021, the parties entered into a First Amendment to the Office Lease (“First Amendment”) which reflected the new location of premises at 119 W. Torrance Blvd., Suite 100, Redondo Beach, CA 90277, increased the combined total square footage to 5,851 square feet and revised rental terms and Landlord tenant improvement contribution; and

WHEREAS, Landlord and Tenant desire to enter into this Second Amendment to amend certain terms of this Lease to reflect the increase in square footage, new rental terms and revised Landlord tenant improvement contribution.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that the Lease shall be amended as follows:

1. Summary of Basic Terms. The following paragraphs a, e, f, g, h, i, j, m and n hereby replace and supersede the corresponding paragraphs of Section 2 of the Lease:
 - a. Premises: As of the date of the Second Amendment, the space is located at **119 W. Torrance Blvd, Suite 100 and Suite 3**, Redondo Beach, CA 90277, consisting of a combined total of **6,377** rentable square feet as shown on the floor plan attached as Exhibit “A”.
 - e. Lease Term: 5 years and 1 months (61 months) from the date of the Second Amendment, subject to Landlord’s right to terminate the Lease upon 12 months’ prior written notice pursuant to Section 2(h).
 - f. Second Amendment Execution Date by Landlord: March 18, 2025

- g. Second Amendment Commencement: March 18, 2025. Tenant to commence Monthly Rental payments 30 days following execution of the Second Amendment by both parties.
 - h. Second Amendment Expiration Date: April 17, 2030
 - i. Monthly Rent:
 - \$12,885.50 from March 18, 2025, and until May 18, 2028.
 - \$14,540.00 from May 17, 2028, to lease expiration
 - 3rd month of the Monthly Rent of the Second Amendment to Lease shall be abated.
 - j. Rentable Area of Premises: Approximately 6,377 square Feet.
 - m. Tenant's Share of Operating Expenses: Nine-point three percent (9.30%) of the office area of Pier Plaza per Article 8 of the lease.
 - n. Tenant Improvements: \$5,260.00 allowance by the Landlord.
2. Exhibit "A" of the Lease describing the Legal Description and Premises Floor Plan and Site Plan is hereby amended and restated as set forth in the attached Exhibit "A-2".
 3. Tenant shall execute and deliver to Landlord an executed Lease Confirmation (Second Amendment) in the form as set forth in the attached Exhibit "B-2" concurrently with the date of this Second Amendment.
 4. Exhibit "D" of the Lease describing the Tenant Estoppel Certificate is hereby amended and restated as set forth in the attached Exhibit "D-2".
 5. Exhibit "F" of the Lease describing the Initial Leasehold Improvements is hereby amended and restated as set forth in the attached Exhibit "F-2".
 6. Landlord and Tenant shall execute a Memorandum of Amended Lease in the form of the attached Exhibit "G-2" concurrently with the date of this Second Amendment, and shall record the Memorandum of Amended Lease in the official records of Los Angeles County.
 7. Except as expressly provided herein, all terms and provisions of the Lease shall remain unchanged and shall continue in full force and effect. In the event of any inconsistency between this Second Amendment and the Lease, this Second Amendment shall prevail. This Second Amendment may be modified or amended only by a subsequent writing executed by all of the parties.

8. The parties signing below warrant and represent that they are duly authorized to enter into and execute this Second Amendment on behalf of their respective party.

IN WITNESS WHEREOF, Landlord has by motion duly adopted by the City Council, caused this Lease to be signed by its Mayor and attested by its City Clerk, and Tenant has duly executed this Lease, all as of the day and year first above written.

"LANDLORD":

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light
Mayor

ATTEST:

Eleanor Manzano
City Clerk

APPROVED AS TO FORM:

Michael W. Webb
City Attorney

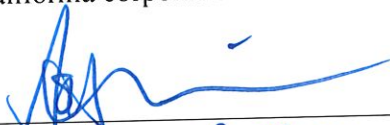
APPROVED:

Diane Strickfaden
Risk Manager

"TENANT":

FIRSTSTEP FOR KIDS, INC.,
a California corporation

By:
Its:



Gregory S. Harris
V.P.

EXHIBIT A-2

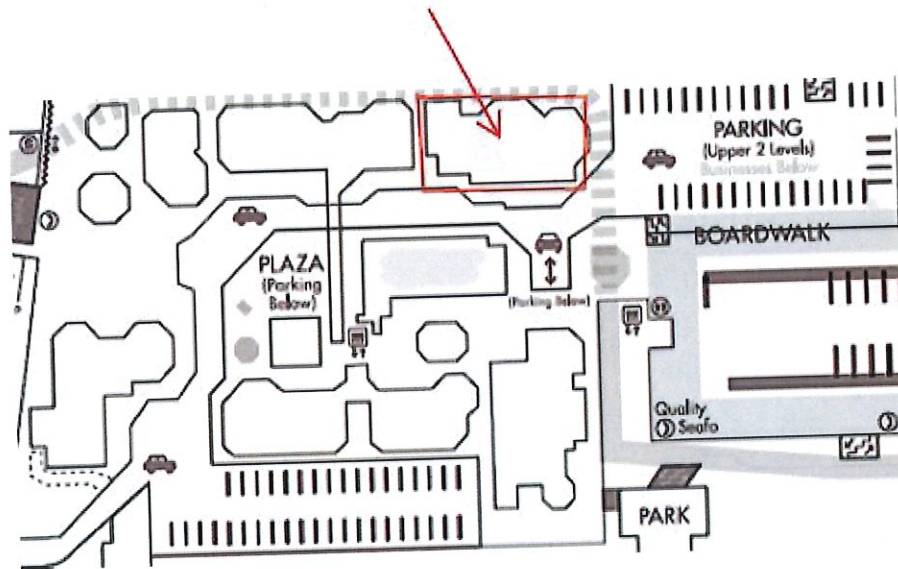
LEGAL DESCRIPTION, SITE PLAN PREMISES FLOOR PLAN
(Second Amendment)

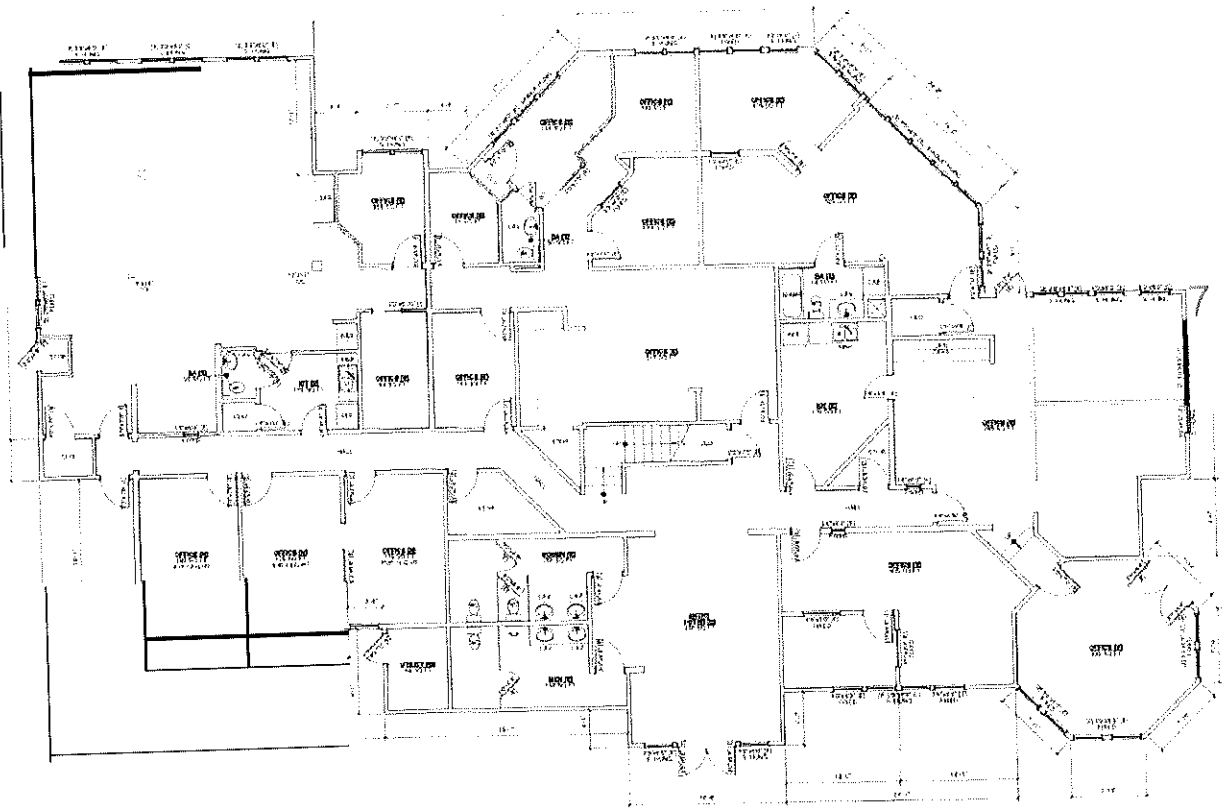
Legal Description

The space located at 119 W. Torrance Boulevard Suite 3 and 100, Redondo Beach, CA, consisting of approximately 6,377 square feet as more particularly depicted on the attached floor and site plan of the premises.

The Premises are located on the first floor of a structure at the northwest portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the city of Redondo Beach.

119 W. Torrance Blvd. Suite #100 and
Suite #3, Redondo Beach, CA 90277.





FLOOR PLAN (1)

EXHIBIT B-2

LEASE CONFIRMATION
(Second Amendment)

TO: Tenant

DATED: March 18, 2025

Re: Office Lease dated April 6, 2021, as amended by the First Amendment to Office Lease dated December 21, 2021, and the Second Amendment to Office Lease dated March 18, 2025, by and between CITY OF REDONDO BEACH a chartered city and municipal corporation as Landlord, and FirstSteps for Kids, Inc. as Tenant (the "Lease") for those premises generally referred to as 119 W. Torrance Blvd. Suite #100 and Suite #3, Redondo Beach, CA 90277 (the "Premises").

Please acknowledge that the Commencement Date of the Second Amendment to Office Lease is March 18, 2025 and that the Expiration Date of the Lease is April 17, 2030.

Very truly yours,

Agent for "Landlord"

Tenant hereby confirms the information set forth above, and further acknowledges that Landlord has fulfilled its obligations under the above-referenced Lease.



By: *Gregory S. Harris*
Title: *V.P.*

EXHIBIT D-2

TENANT ESTOPPEL CERTIFICATE

The undersigned, as Tenant under that certain Lease (the "Lease"), made and entered into as of April 6, 2021, as amended by the First Amendment to Office Lease dated December 21, 2021 and the Second Amendment to Office Lease dated March 18, 2025, by and between City of Redondo Beach, a chartered city and municipal corporation, as "Landlord," and the undersigned, as "Tenant," for the Premises outlined on Exhibit A attached to this Certificate and incorporated in it by this reference, which Premises are commonly known as Tenant Space numbers 119 W. Torrance Blvd. Suite #100 and Suite #3, Redondo Beach, California, certifies as follows:

1. The undersigned has commenced occupancy of the Premises described in the Lease. The Commencement Date under the Second Amendment to Lease is March 18, 2025. All space and improvements leased by Tenant have been completed in accordance with the provisions of the Lease, and Tenant has accepted and taken possession of the Premises. If any, all contributions required to be paid by Landlord to date for improvements to the Premises have been paid in full.
2. The Lease is in full force and effect as of the date of this Certificate and has not been modified, supplemented, or amended in any way except as follows: _____.
3. The Lease represents the entire agreement between the parties as to the Premises.
4. Minimum Monthly Rent became payable on _____.
5. The Second Amendment Term began on March 18, 2025 and continues until April 17, 2030.
6. Except as indicated in paragraph 7 below, no rent has been paid in advance and no security deposit has been deposited with Landlord, except for the Security Deposit in the amount of \$11,702 deposited with Landlord in accordance with the Lease. There are no setoffs or credits against any rent payable under the Lease. No free periods or rental abatements, rebates, or concessions have been granted to Tenant, except as follows: _____.
7. Minimum Monthly Rent in the sum of \$ _____ per month has been paid through the month of _____, 20___. Monthly Percentage Rent in the sum of \$ _____ per month has been paid through the month of _____, 20___. Tenant's Monthly Expense Share in the sum of \$ _____ per month has been paid through the month of _____, 20___. Tenant's Association Share in the sum of \$ _____ per month has been paid through the month of _____, 20___. Additional Rent in the sum of \$ _____ has been paid

through _____, 20__ for the following: _____.

8. As of the date of this Certificate, the undersigned has no defenses or offsets against any of Tenant's obligations under the Lease and there are no uncured defaults of Landlord or any events that (with or without the giving of notice, the lapse of time, or both) constitute a default of Landlord or Tenant under the Lease, except _____.
9. The undersigned has no rights of first refusal or options to (a) purchase all or any portion of the Premises or the Pier Plaza; or (b) renew or extend the Term, except as provided in the Lease.
10. The undersigned has not received nor is it aware of any notification from the Department of Building and Safety, the Health Department, or any other city, county, or state authority having jurisdiction that work is required to be done to the improvements constituting the Premises or the Pier Plaza or that the existing improvements in any way violate existing laws, ordinances, or regulations. Tenant has no actual or constructive knowledge of any processing, use, storage, disposal, release, or treatment of any hazardous or toxic material or substance on the Premises except as follows: _____.
11. The undersigned has no knowledge of any actions, suits, material claims, legal proceedings, or any other proceedings, including threatened or pending eminent domain proceedings, affecting the Premises, at law or in equity, before any court or governmental agency, domestic or foreign. There are no pending actions, voluntary or involuntary, under any bankruptcy or insolvency laws of the United States or any state against Tenant or any guarantor of Tenant's obligations under the Lease.
12. The undersigned has not assigned, sublet, encumbered, pledged, hypothecated, transferred, or conveyed (or suffered any of the preceding) any interest in the Lease or the Premises.
13. The undersigned represents and warrants that to the best of its knowledge all statements contained in this Certificate are true and correct.
14. The undersigned acknowledges that this Certificate may be delivered to any proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest to Landlord, of all or any portion of the Premises or the Boardwalk. The undersigned acknowledges that it recognizes that if the same is done, the proposed mortgagee, trust deed beneficiary, lessor, lessee, purchaser, or successor-in-interest will be relying on the statements contained in this Certificate in making the lease, purchase, or loan (or in accepting an assignment of the Lease as collateral security), and that receipt by it of this Certificate is a condition of the making of such lease, purchase, or loan. Tenant will be estopped from denying that the statements made in this Certificate by Tenant are true.
15. The undersigned representative of Tenant hereby certifies that they are duly authorized to execute and deliver this Certificate on behalf of Tenant.

Executed at _____ on _____, 20____.

TENANT: FirstSteps for Kids, Inc.

By: _____

Title: _____

EXHIBIT F-2

TENANT IMPROVEMENTS

Landlord shall provide \$5,260 (five thousand two hundred and sixty dollars) to Tenant towards the cost of Tenant's improvements upon submission of invoices, Certificate of Occupancy by the appropriate city department and lien releases by all contractors and subcontractors.

EXHIBIT G-2

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

CITY OF REDONDO BEACH
415 Diamond Street
Redondo Beach, CA 90277
Attention: City Clerk

No Recording Fee
Exempt pursuant to Government Code 6103

MEMORANDUM OF AMENDED LEASE

This Memorandum of Lease ("Memorandum") is made and entered into as of March 18, 2025, by and between the CITY OF REDONDO BEACH, a chartered municipal corporation, hereinafter referred to as the "Landlord" and FirstSteps for Kids, Inc., a California corporation, hereinafter referred to as "Tenant."

RECITALS

A. Landlord and Tenant have entered into an Office Lease dated as of April 6, 2021, as amended by a First Amendment to Office Lease dated as of December 21, 2021, and a Second Amendment to Office Lease dated as of March 18, 2025 (as amended, the "Lease") dated March 18, 2025, for certain premises which are located on real property which is legally described in Exhibit A attached hereto and incorporated herein by reference (the "Premises"). Copies of the Lease are available for public inspection at Landlord's office at 415 Diamond Street, Redondo Beach, CA 90277.

B. The Lease, as amended, provides that a short form memorandum of the Lease, as amended, shall be executed and recorded in the Official Records of Los Angeles County, California.

NOW, THEREFORE, the parties hereto certify as follows:

1. Landlord, pursuant to the Lease, as amended by the First Amendment to Office Lease and the Second Amendment to Office Lease, has leased the Premises to the Tenant upon the terms and conditions provided for therein, generally for the purposes of general restaurant use.
2. Unless earlier terminated, the term of the Lease shall expire on April 17, 2030.
3. This Memorandum is not a complete summary of the Lease, and shall not be used to interpret the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Amended Lease as of the day and year first above written.

CITY OF REDONDO BEACH,
a chartered municipal corporation

James A. Light
Mayor

ATTEST:

APPROVED AS TO FORM:

Eleanor Manzano
City Clerk

Michael W. Webb
City Attorney

APPROVED:

Diane Strickfaden
Risk Manager

FIRSTSTEP FOR KIDS, INC.,
a California corporation

By: *Gregory S. Harris*
Its: *V.P.*

EXHIBIT "A" TO MEMORANDUM OF AMENDED LEASE

LEGAL DESCRIPTION

The space located at 119 W. Torrance Boulevard Suite 3 and 100, Redondo Beach, CA, consisting of approximately 6,377 square feet as more particularly depicted on the attached floor and site plan of the premises.

The Premises are located on the first floor of a structure at the northwest portion of the office and retail development, a development of approximately 66,000 square feet, situated on top of the Redondo Beach Pier Parking structure, a structure of approximately 520,000 square feet and over 1,000 parking spaces located at the western terminus of Torrance Boulevard in the city of Redondo Beach.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles } ss.
}

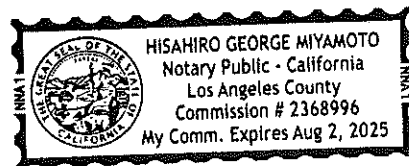
On MARCH 12, 2025 before me, HISAHIRO GEORGE MIYAMOTO a Notary Public, personally appeared, GREGORY HARRIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Hisa Hiro George Miyamoto
(seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
County of Los Angeles }

On MARCH 12, 2025 before me, HISAHIRO GEORGE MIYAMOTO, a Notary Public, personally appeared, , GREGORY HARRIS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Hisahiro George Miyamoto
(seal)

