

**CONSENT TO ASSIGNMENT OF THE AGREEMENT  
FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH  
AND EXCELSIOR ELEVATOR CORPORATION  
TO LIFTECH ELEVATOR SERVICES LLC**

THIS CONSENT TO ASSIGNMENT (this “Consent”) is made and entered into by the City of Redondo Beach, a chartered municipal corporation (“City”), Excelsior Elevator Corporation, a California corporation (“Assignor”), and Liftech Elevator Services, LLC, a California limited liability company (“Assignee”). City, Assignor, and Assignee are sometimes referred to individually as “Party” and collectively as the “Parties”.

**RECITALS**

- A. WHEREAS, on February 20, 2024, City and Assignor entered into that certain Agreement for Project Services (the “Agreement”).
- B. WHEREAS, Assignor represents that effective April 21, 2026, Assignor was acquired by Assignee, and Assignor’s operations, personnel, and service agreements, including the Agreement, are being consolidated under Assignee (the “Transaction”);
- C. WHEREAS, as a result of such acquisition, Assignee has agreed to assume succeeds to all of Assignor’s rights, title, interests, duties, and obligations under the Agreement;
- D. WHEREAS, Section 18 of the Agreement requires the City’s prior written consent to any assignment of the Agreement;
- E. WHEREAS, City is willing to grant consent to the assignment only on the terms and conditions set forth in this Consent.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

- 1. **Consent to Assignment:** City consents to the assignment of the Agreement from Assignor to Assignee; provided, however, that this Consent shall not impose any additional obligations on the City or otherwise affect any of the rights of the City under the Agreement.
- 2. **No Additional City Obligations; Reservation of Rights:** For avoidance of doubt, this Consent:
  - a. does not impose any additional obligations on City,
  - b. does not waive any right, remedy, defense, or claim City has or may have under the Agreement or at law, and
  - c. does not amend the Agreement except solely to the extent necessary to recognize Assignee as the “Contractor”.
- 3. **Assignment and Delegation:** Under this Consent, Assignor hereby grants, conveys, transfers, assigns, and sets over its entire rights and delegates its

entire obligations under the Agreement, including without limitation, all rights, duties, and obligations arising therefrom or relating thereto.

4. **Assumption by Assignee:** Assignee hereby accepts the assignment and assumes and agrees to perform and discharge all duties, obligations, and liabilities of Assignor under the Agreement, including, without limitation, any duties, obligations, or liabilities that accrued or arose prior to, on, or after April 21, 2026, to the same extent as if Assignee were the original "Contractor" under the Agreement.
5. **No Novation; No Release of Assignor:** Nothing in this Consent shall be construed as a novation or as a release of Assignor from any duty, obligation, or liability under the Agreement that accrued or arose prior to April 21, 2026. Assignor shall remain responsible for any such obligations unless and until they are fully performed and satisfied by Assignee; provided, however, that City may, in its sole discretion, look to Assignee for performance as the successor Contractor.
6. **No Consent to Subcontracting or Further Assignment:** Except for the assignment expressly consented to herein, nothing in this Consent shall be deemed or construed as City consent to any subcontracting, delegation, or further assignment of the Agreement. City's rights under Section 18 and all other provisions of the Agreement are expressly reserved.
7. **Remittance of Payments and Notice:** City will remit payments relating to Assignor's services and/or products covered under the Agreement to Assignee at the address outlined in the Notices section.
8. **Notices:** Written notices required under the Agreement, including those pertaining to this Consent, shall be delivered by registered or certified mail, postage prepaid, email, or personally or personally served, and addressed to the following parties.

City: City of Redondo Beach  
Public Works Department  
531 N Gertruda Ave  
Redondo Beach, CA 90277  
Attention: Andrea Delap  
Email: andrea.delap@redondo.org

Assignee: Liftech Elevator Services, LLC  
2897 Gardena Avenue  
Signal Hill, CA 90755  
Attention: Matthew Rough, Account Executive  
Email: matt.rough@liftechelevator.com

All notices, including notices of address changes, provided under this Consent are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is

received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

9. **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.
10. **Authority to Execute:** Each person executing this Consent represents and warrants that they have full authority to execute this Consent on behalf of the entity for whom they are acting herein. Each Party executing on behalf of Assignor and Assignee further represent they have authority to bind their respective entities to the assignment and assumption described herein. In the event the Party for Assignor or Assignee is not duly authorized to enter into and execute this Consent, the Party shall be personally liable to City.
11. **Severability:** Should any provision of this Consent be found invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.
12. **Amendment:** This Consent may be modified or amended only by a subsequent writing executed by all of the parties.
13. **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.
14. **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.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Consent in Redondo Beach, California, as of this 7th day of July, 2026.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

\_\_\_\_\_  
James A. Light, Mayor

ASSIGNOR  
EXCELSIOR ELEVATOR CORPORATION  
a California corporation

DocuSigned by:  
*Matthew Rough*  
By: \_\_\_\_\_  
Name: Matthew Rough  
Title: Director of Sales  
6/29/2026 | 9:38 AM PDT

ASSIGNEE  
LIFTECH ELEVATOR SERVICES,  
LLC, a California limited liability  
company

Signed by:  
*Ian Post*  
By: \_\_\_\_\_  
Name: Ian Post  
Title: Director of Sales  
6/29/2026 | 9:14 AM PDT

ATTEST:

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

APPROVED:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Joy A. Ford, City Attorney



