

FIRST AMENDMENT TO SERVICES REIMBURSEMENT AGREEMENT

This First Amendment ("First Amendment") to the Services Reimbursement Agreement ("Agreement") is made and entered into by and between the CITY OF REDONDO BEACH, a chartered municipal corporation ("City") and SOUTH BAY CENTER SPE, LLC, a Delaware limited liability company ("South Bay Center"), and is effective as of July 1, 2019.

Recitals

WHEREAS, the City and South Bay Center entered into that certain Services Reimbursement Agreement ("Agreement") on August 15, 2017 for deployment of City peace officers at the South Bay Galleria ("Galleria"), and partial reimbursement of that specialized deployment by South Bay Center.

WHEREAS, the parties wish to extend the Agreement for another two-year term.

NOW, THEREFORE, in consideration for the above recitals and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. **Incorporation of Recitals.** Each of the above recitals is incorporated into this Agreement as if restated in full.
2. **Term.** The term of the Agreement shall expire at 11:59 p.m. on June 30, 2021 ("Term"). The City may extend this agreement for one additional year by providing South Bay Center written request to extend by the City Manager or his designee and upon approval by the Mayor.
3. **Reimbursement.** The following Reimbursement Periods shall be added to Section 5 as follows:

Reimbursement Periods pursuant to the First Amendment	
1	July 1, 2019- December 31, 2019
2	January 1, 2020- June 30, 2020
3	July 1, 2020- December 31, 2020
4	January 1, 2021- June 30, 2021

If this Agreement is extended one additional year to June 30, 2022, the following Reimbursement Periods shall also be added to Section 5 as follows:



Additional Reimbursement Periods for the One Year Extension	
1	July 1, 2021- December 31, 2021
2	January 1, 2022- June 30, 2022

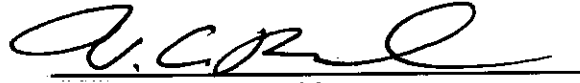
1	July 1, 2021- December 31, 2021
2	January 1, 2022- June 30, 2022

4. No Other Amendments. Except as expressly stated herein, the Agreement and this First Amendment shall remain unchanged and remain in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment the terms of this First Amendment shall govern.

(SIGNATURES ON THE NEXT PAGE)



CITY OF REDONDO BEACH, a
chartered municipal corporation
organized under the laws of the State
of California


William C. Brand, Mayor

Attest:


Eleanor Manzano, City Clerk

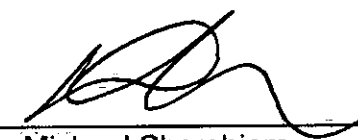
Approved as to Form:


Michael W. Webb, City Attorney



SOUTHBAY CENTER SPE, LLC,
a Delaware Limited Liability Company

By: ~~QIC Properties US, Inc., a
Delaware corporation, its authorized
agent~~

By: 
~~Michael Sharobien
Title: Vice President General Manager~~

**Daniel Rowan
Vice President**



SERVICES REIMBURSEMENT AGREEMENT

This Services Reimbursement Agreement ("**Agreement**") is made and entered into by and between the CITY OF REDONDO BEACH, a chartered municipal corporation ("**City**") and SOUTH BAY CENTER SPE, LLC, a Delaware limited liability company ("**Forest City**"), and is effective as of August 15, 2017.

Recitals

WHEREAS, the **City** and **Forest City** desire to memorialize the terms and conditions for deployment of **City** peace officers at the South Bay Galleria ("**Galleria**"), and partial reimbursement of that specialized deployment by **Forest City**.

WHEREAS, **Forest City** maintains a separate security department related to the **Galleria** ("**Galleria Security Department**"); and

WHEREAS, both parties have approved this **Agreement** and have otherwise complied with all requirements that are prerequisites to entering into this **Agreement**.

NOW, THEREFORE, in consideration for the above recitals and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

Agreement

1. **Incorporation of Recitals.** Each of the above recitals is incorporated into this **Agreement** as if restated in full.
2. **Term.** The term of this **Agreement** will begin on August 15, 2017, and will expire at 11:59 p.m. on June 30, 2019 ("**Term**").
3. **Deployment Conditions:**
 - a. The **City** shall have sole discretion as to the selection, deployment, and supervision of **City** peace officers assigned to the **Galleria** ("**Deployment**").
 - b. **City** peace officers shall wear a **City** uniform and possess appropriate **City**-provided on-duty equipment during any **Deployment**.
 - c. **Forest City** shall provide to deployed **City** peace officers operating communication devices permitting communication between **City** peace officers and the **Galleria Security Department**. **City** shall provide alternative contact information for each peace officer as a backup in case communication devices fail to operate or are in use during an emergency.
 - d. **City** peace officer deployed at the **Galleria** shall only be responsible to enforce state and local laws. **City** peace officers shall not enforce private rules, including

but not limited to, **Galleria's** rules, regulations, or operating procedures ("**Galleria Rules**"). If observed, **City** peace officers may report observed violations of **Galleria Rules** to the **Galleria Security Department**, who shall then have sole responsibility to defer or enforce in its absolute discretion. In the event a violation of a private rule escalates to a violation of a public law, **City** peace officers will respond to such violation.

- e. The parties intend **Deployment** of **City** peace officers at the **Galleria** for an average of ninety hours (90 hours) per week, with two (2) **City** peace officers scheduled for Fridays and Saturdays. The weekly number of hours may vary depending upon: (1) availability of **City** peace officers electing to work **Deployment**; 2) normal **City** police staffing requirements; 3) other agreements between the **City** and the **Galleria Security Department**; and 4) areas of focus identified cooperatively by Forest City's property manager and the City's Police Chief for peace officers deployed at the Galleria.
- f. **City** peace officer shall record their arrival and departure times at the **Galleria**. Reimbursement for each deployed **City** peace officer shall commence thirty (30) minutes prior to arrival and terminate thirty (30) minutes after departure ("**Travel Time**").
- g. **City** peace officer shall at all times remain subject to the Redondo Beach Police Department's chain of command. **City** peace officers may respond to requests for assistance, but shall not be directed or controlled, by the **Galleria Security Department**.
- h. In the event a **City** peace officer scheduled for **Deployment** is unable to perform services and a replacement will not be deployed, the **City** shall within a reasonable time notify the **Galleria Security Department**.
- i. The rendition of services, standard of performance, and discipline of **City** peace officers, on all matters related to the performance of **Deployment** services, shall remain exclusively with the **City**.
- j. **City** will make available during **Deployment** marked **City** police vehicles. The availability, number, and duration of use of such vehicles are within the sole discretion of the **City**.
- k. **City** shall maintain the substation (described in Section 4(d) below) in good repair, in accordance with all laws, regulations, governmental directives and private restrictions, and in an orderly fashion, and will provide its own equipment to generate reports or otherwise fulfill its obligations under this Agreement.

4. **Obligations of Forest City.** Forest City shall:

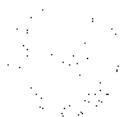
- a. Have sole and exclusive responsibility to train, supervise, and control the **Galleria Security Department**, its employees, independent contractors, or agents, as well as all other **Forest City** employees, independent contractors, or agents.

- b. Repair or replace any **Galleria** communication devices provided to **City** peace officers.
 - c. Not interfere with, or claim a breach of this **Agreement** as a result of, any **City** peace officer leaving the **Galleria** if that officer is called upon by a supervisor to respond to a request for police services off **Galleria** property. **Forest City** shall not be responsible for reimbursement for such time an officer is responding to, involved with, or returning from such an off property service request.
 - d. Maintain a police substation at the **Galleria** for the exclusive use of the **City** peace officers while performing services at the **Galleria**. The parties shall, after execution of this **Agreement**, reasonably establish the location and fixtures of the substation. **City** shall incur no cost or expense for the use or construction of the substation. Subject to the terms, conditions and restrictions set forth in this **Agreement**, **Forest City** hereby grants to the **City** a revocable, non-assignable right to use the substation area to facilitate the **City** peace officer's services under this **Agreement**, to be used in accordance with all laws, regulations, governmental directives and private restrictions, and for no other purpose.
 - e. Provide to the **City** by the 15th calendar day of each month an accounting report of each **City** peace officer's hours worked at the **Galleria** for the immediately preceding month. The activity record shall include at a minimum:
 - i. The name, dates, times, and number of hours worked by each **City** peace officer, and
 - ii. An accurate documented report of time of when a **City** peace officer started and concluded each work shift ("**Work Hours**").
5. **Reimbursement.** For the **Term**, **Forest City** shall reimburse the **City** for total **Work Hours** and **Travel Time** of **City** peace officers performing services at the **Galleria** pursuant to this **Agreement** in a sum not to exceed Three Hundred Six Thousand Six Hundred Sixty-Six and 00/100 Dollars (\$306,666.00) annually, exclusive of any applicable credits, if payment is timely received by the **City** ("**Maximum Reimbursement**"). Reimbursement shall be at the rate of \$84.00 per hour (pro-rated for any time increment of less than an hour) ("**Reimbursement Rate**"). Reimbursement for each period described below (each a, "**Reimbursement Period**") shall be the sum obtained by multiplying the total of **Work Hours** and **Travel Time** by the **Reimbursement Rate**, less the amount of time the **City** peace officers are called away from the **Galleria** by the **City**, further, less a per-period credit of Fifty Thousand and 00/100 Dollars (\$50,000.00), if payment is timely received by the **City**. During the performance of services (July 1, 2017- June 30, 2019), except in the event of non-timely payment (which shall extinguish any **City** per-period credit), the reimbursement shall not exceed the **Maximum Reimbursement**. The **City** will invoice **Forest City** after the close of each respective **Reimbursement Period**. Payment of the reimbursement shall be made within 45 days of receipt of invoice.

Reimbursement Periods

- 1 July 1, 2017- December 31, 2017
- 2 January 1, 2018- June 30, 2018
- 3 July 1, 2018- December 31, 2018
- 4 January 1, 2019- June 30, 2019

6. **Forest City Indemnification.** **Forest City** shall defend and indemnify the **City**, its officers, elected officials, agents and employees ("**City's Covered Parties**"), from and against damages, claims, demands, costs, expenses, losses or liabilities of any kind or nature arising out of, or are in any way related to, **Forest City's** acts, errors or omissions or those of its employees or agents, or arising from or related to its ownership, control, or activity of the **Galleria** ("**Forest City's Claims**"), brought by any third party or parties, which the **City's Covered Parties** may sustain or incur or which may be imposed upon them, or any of them, including reasonable and necessary attorneys' fees and legal costs incurred by the **City**. **Forest City** shall, upon notice from the **City**, defend **City's Covered Parties** or any of them at **Forest City's** sole expense by legal counsel selected by **Forest City** and reasonably approved by the **City**. In the event **Forest City** refuses or fails to provide promptly upon request acceptable legal counsel, **Forest City** shall reimburse the **City** for reasonable and necessary attorneys' fees, at rates prevailing in the local legal community, together with all disbursements, litigation expenses, settlements and/or judgments incurred by the **City**. **Forest City** releases the **City** from any claims of subrogation, indemnification or contribution, in whole or part, arising from or related to any **Forest City's Claims**.
7. **City Indemnification.** **City** shall defend and indemnify **Forest City**, its officers, agents and employees ("**Forest City's Covered Parties**"), from and against damages, claims, demands, costs, expenses, losses or liabilities of any kind or nature arising out of, or are in any way related to, **City's** acts, errors or omissions or those of its employees or agents, or arising from or related to services provided at the **Galleria** ("**City's Claims**"), brought by any third party or parties which the **Forest City's Covered Parties** may sustain or incur or which may be imposed upon them, or any of them, including reasonable and necessary attorneys' fees and legal costs incurred by the **City**. **City** shall, upon notice from **Forest City**, defend **Forest City's Covered Parties** or any of them at **City's** sole expense by legal counsel selected by the **City** and reasonably approved by **Forest City**. In the event the **City** refuses or fails to provide promptly upon request acceptable legal counsel, **City** shall reimburse **Forest City** for reasonable and necessary attorneys' fees, at rates prevailing in the local legal community, together with all disbursements, litigation expenses, settlements and/or judgments incurred by **Forest City**. The **City** releases **Forest City** from any claims of subrogation, indemnification or contribution, in whole or part, arising from or related to any **City's Claims**.
8. **Insurance.**
 - a. Each party shall provide and maintain in force during the term of this **Agreement** a program of insurance naming the other as additional insured, and shall provide



written notice to the other at least thirty (30) days advance written notice of expiration or other termination of coverage. Such insurance program shall consist of, but not be limited to, the following forms and amounts:

- i. Comprehensive General Liability ("CGL") Insurance insuring against injury to persons and damage to property arising from their activities subject to the limitations of Sections 6 and 7. Such policy shall have a combined single limit of not less than \$3,000,000 per occurrence. Each party's CGL insurance must (i) designate the other party as an additional insured, including with respect to third party claims or actions brought directly against the other party, or against the **City** and **Forest City** as co-defendants, subject to the limitations of Sections 6 and 7, and (ii) provide for a severability of interests. Each party may use umbrella or excess liability insurance to achieve the required coverage for CGL insurance, provided that such umbrella or excess insurance results in the same type of coverage as required for the CGL insurance policy. Each party may utilize a \$500,000 self-insured retention.
 - ii. Automobile Liability Insurance. Each party must maintain automobile liability insurance (including coverage for owned and non-owned, hired and non-hired vehicles) with minimum limits of not less than \$2,000,000 per occurrence combined single limit for personal injury, including bodily injury, death, and property damage. Each party's automobile liability insurance must (i) designate the other party as an additional insured, including with respect to third party claims or actions brought directly against the other party or against the **City** and **Forest City** as co-defendants, and (ii) provide for a severability of interests. Each party may use umbrella or excess liability insurance to achieve the required coverage for automobile liability insurance, provided that such umbrella or excess insurance results in the same type of coverage as required for the automobile liability insurance policy.
- b. General Insurance Requirements.
- i. Insurer Stability and Size. **Forest City** shall procure all insurance coverage required in this **Agreement** from a company or companies possessing an A.M. Best rating of A- or better, unless otherwise agreed in writing by **City**.
 - ii. Insurer Qualification. **Forest City** shall obtain all insurance coverage required under this **Agreement** from a company or companies who are listed as "Admitted Carriers" by the California Department of Insurance.
 - iii. Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date of coverage must be shown and must be the earlier of (a) July 1, 2017, (b) the effective date of any applicable agreement between **Forest City** and **City**, or (c) the beginning of **Deployment**.
 2. Insurance coverage must be maintained and evidence of insurance must be provided for at least five (5) years after expiration of this **Agreement**.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date consistent with this **Agreement**, each party must purchase "extended reporting" coverage for a minimum of five (5) years after expiration of this **Agreement**.
- iv. Certificate of Insurance. **Forest City** shall provide the **City** with certificates of insurance evidencing the required coverage concurrently with the execution of this **Agreement**, upon each renewal of such policies, and in all events provide to the **City** a certificate showing uninterrupted compliant renewed, continued or replacement coverage not later than ten (10) days prior to the expiration of any existing policy of insurance. The certificates of insurance must include a clause that obligates the insurers to give the **City** at least thirty (30) days advance written notice of cancellation of such policies, and must identify the **City** as an additional insured under such policies.
- v. Self-insured Retention.
1. Each party acknowledges that the other party has a \$500,000 self-insured retention per occurrence for general liability claims; provided, however, that each party shall always maintain adequate capital cash reserves to discharge all self-insured retention related to any asserted claims.
- vi. Higher than Minimum Limits.
1. If **Forest City** maintains higher insurance coverage limits than the minimums set forth herein, the **City** shall be entitled to coverage for the higher limits maintained by **Forest City**. The **City** shall be entitled to receive any insurance proceeds in excess of the specified minimum limits of insurance coverage.
9. **Early Termination**. The **City** may terminate this **Agreement** on ten (10) days' notice to **Forest City** in the event **Forest City** fails to pay when due any reimbursement; provided, further that in the event **Forest City** is in uncured default of its obligation to make payment of any reimbursement for any applicable period, any credit for such period shall be

extinguished and **Forest City** shall be liable for the full reimbursement for all **Deployment**, notwithstanding the stated **Maximum Reimbursement**. Forest City may terminate this Agreement upon **ten (10) days'** notice to the City in the event of a transfer of control or ownership of the Galleria to a third party in a bona fide 'at arm's length' transaction, engagement of a third party management company or a sale or transfer of the controlling interest in Forest City, an uncured event of default by the City.

10. **No Assignment.** Forest City may not assign its rights or obligations in this **Agreement** without the written consent of the **City**, which consent may be withheld at the **City's** sole discretion, except to an affiliate of Forest City, or as a collateral assignment in conjunction with Forest City's financing for the Galleria; provided however, in the event of a transfer to a third party in a bona fide 'at-arms-length' transaction, if the City does not consent to such assignment this Agreement will be deemed terminated as of the date of the assignment, with the parties reconciling outstanding payments promptly thereafter.

11. **Notices.** Notices required under this **Agreement** shall go to the following:

- a. If to the **City**:

Chief of Police
Redondo Beach Police Department
401 Diamond Street
Redondo Beach, CA 90277

With a copy provided to:

City Attorney
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

- b. If to **Forest City**:

South Bay Center SPE, LLC
c/o Forest City Commercial Management, Inc.
Attn: Alan Schmiedicker
50 Public Square, Suite 1310
Cleveland, OH 44113

With a copy provided to:

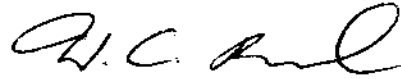
Forest City Realty Trust, Inc.
Attn: General Counsel
50 Public Square, Suite 1360
Cleveland, OH 44113



12. **Entire Agreement.** This **Agreement** sets forth the entire agreement between the **City** and **Forest City** related to the **Deployment** of **City** peace officers at the **Galleria** and supersedes all prior agreements between the parties regarding the same. There are no other statements, representations, understandings, or agreements related to the matter of **Deployment** that are not set forth herein, nor has either party relied on anything not set forth herein in entering into this **Agreement**. Neither this **Agreement** nor the rights and obligations hereunder may be changed, modified, or waived except by an instrument in writing and signed by both parties hereto.
13. **Choice of Law.** This **Agreement** shall be construed in accordance with the laws of the State of California.
14. **Severability.** Should any provision of this **Agreement** be found invalid or unenforceable by a court of competent jurisdiction, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
15. **Non-Discrimination.** **Forest City** covenants there shall not be any discrimination based on race, color, creed religion, gender, marital status, age, national origin, ancestry, sexual preference, or any other legally protected classes in any activity conducted at the **Galleria**.
16. **No Partnership.** **Forest City** is neither a partner nor a joint venture with the **City** by reason on this **Agreement**.
17. **Compliance with Law.** **Forest City** must comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local governments.

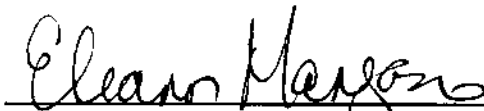
{Signatures on following page}

CITY OF REDONDO BEACH, a
chartered municipal corporation organized
under the laws of the State of California



William C. Brand, Mayor

Attest:



Eleanor Manzano, City Clerk

Approved as to Form:



Michael W. Webb, City Attorney

SOUTH BAY CENTER SPE, LLC, a
Delaware limited liability company

By: 

Its: General Manager

Printed name:

Michael Shrobbem





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 200 PUBLIC SQUARE, SUITE 3760 CLEVELAND, OH 44114-1824 385367-500K-GAWUX-16-17	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentry Insurance A Mutual Co INSURER B: Sentry Casualty Company INSURER C: Navigators Specialty Insurance Company INSURER D: Various - See Attached INSURER E: INSURER F:	NAIC # 24988 28460 36056
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COVERAGES**CERTIFICATE NUMBER:**

CLE-006188954-01

REVISION NUMBER: 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR Applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		CE16CGL0977011C	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll Ded \$1000		90-18440-04 (AOS) 90-18440-05 (MA)	11/01/2016 11/01/2016	12/31/2017 12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		See Page 2	12/31/2016	12/31/2017	EACH OCCURRENCE \$ See Page 2 AGGREGATE \$ See Page 2
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	90-18440-07 (AOS) 90-18440-08 (Retro)	12/31/2016 12/31/2016	12/31/2017 12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACC-IDENT \$ 1,000,000 E L DISEASE - FA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation and Employers Liability		90-18440-09 (OH)	12/31/2016	12/31/2017	WC Statutory EL Acc/Pol Limit/Emp \$1M/\$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Redondo Beach is included as Additional Insured (except Workers Compensation) where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Redondo Beach
401 Diamond Street
Redondo Beach, CA 90277

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

AGENCY CUSTOMER ID: 385367

LOC #: Cleveland



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Forest City Realty Trust, Inc. 1100 Terminal Tower 50 Public Square Cleveland, OH 44113
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Umbrella/Excess Liability / 12/31/16 - 12/31/17

National Fire & Marine Insurance Company

Policy No. 42-UMO-303190-01

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

American Guarantee and Liability Insurance Company (2nd Layer - \$25M xs \$25M)

Policy No. AEC9301539-15

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

Allied World National Assurance Company (3rd Layer - \$25M xs \$50M)

Policy No. 0306-0700

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

Great American Insurance Company of NY (4th Layer - \$25M xs \$75M)

Policy No. EXC4101592

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

Federal Insurance Company (5th Layer - \$25M p/o \$50M xs \$100M)

Policy No. 9364-19-81

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

The North River Insurance Company (Crum & Forster) (5th Layer - \$25M p/o \$50M xs \$100M)

Policy No. 5228004159

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 200 PUBLIC SQUARE, SUITE 3760 CLEVELAND, OH 44114-1824 385367-500K-GAWUX-17-18	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Sentry Insurance A Mutual Co INSURER B : Sentry Casualty Company INSURER C : Navigators Specialty Insurance Company INSURER D : Various - See Attached INSURER E : INSURER F :	NAIC # 24988 28460 36056
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COVERAGES **CERTIFICATE NUMBER:** CLE-006188954-11 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR Applies GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		IS17CGL097701IC	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1000 <input checked="" type="checkbox"/> Coll Ded \$1000		901844004 (AOS) 901844005 (MA)	12/31/2017 12/31/2017	12/31/2018 12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		See Page 2	12/31/2017	12/31/2018	EACH OCCURRENCE \$ See Page 2 AGGREGATE \$ See Page 2
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	901844007 (AOS) 901844008 (Retro)	12/31/2017 12/31/2017	12/31/2018 12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Workers' Compensation and Employers Liability		901844009 (OH)	12/31/2017	12/31/2018	WC EL Acc/Pol Limit/Emp \$1M/\$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Redondo Beach is included as Additional Insured (except Workers Compensation) where required by written contract.

CERTIFICATE HOLDER City of Redondo Beach 401 Diamond Street Redondo Beach, CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED Forest City Realty Trust, Inc. 1100 Terminal Tower 50 Public Square Cleveland, OH 44113
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Umbrella/Excess Liability: December 31, 2017 to December 31, 2018

National Fire & Marine Insurance Company

Policy No. 42UMO30319002

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

American Guarantee and Liability Insurance Company (2nd Layer - \$25M xs \$25M)

Policy No. AEC930163916

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

Allied World National Assurance Company (3rd Layer - \$25M xs \$50M)

Policy No. 03060700

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

Great American Insurance Company of NY (4th Layer - \$25M xs \$75M)

Policy No. EXC2274424

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

Federal Insurance Company (5th Layer - \$25M p/o \$50M xs \$100M)

Policy No. 93641981

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate

The North River Insurance Company (Crum & Forster) (5th Layer - \$25M p/o \$50M xs \$100M)

Policy No. 5228036082

Limits: \$25,000,000 Each Occurrence / \$25,000,000 Aggregate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 633 W. Fifth Street, Suite 1200 Los Angeles, CA 90071 Attn: LosAngeles.CertRequest@marsh.com CN114609344-Tanf-CAS-19-20	CONTACT NAME:	
	PHONE: (A/C, No, Ext):	FAX: (A/C, No):
INSURED South Bay Center SPE, LLC DBA South Bay Galleria 222 N Sepulveda Blvd Suite 2350 El Segundo, CA 90245	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Co. of America	NAIC # 25674
	INSURER B: XL Catlin AMB# 052919	
	INSURER C: Travelers Indemnity Company of Connecticut	25682
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: LOS-002435784-04	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefit Liability <input checked="" type="checkbox"/> \$1M occ/\$2M agg GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Y-660-3L773836-TIL-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-2K91282A-18-14-G	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			AU00008821LI19A	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: South Bay Galleria, 1815 Hawthorne Blvd, Suite 201, Redondo Beach, CA 90278

CERTIFICATE HOLDER City of Redondo Beach 415 Diamond Street Redondo Beach, CA 90277	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Kenneth Chau
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