## SECOND AMENDMENT TO LEASE BETWEEN THE CITY OF REDONDO BEACH AND ARCHITECTURAL MAILBOXES, LLC

This SECOND AMENDMENT TO LEASE (this "Second Amendment") dated for reference purposes as of September 7, 2021 (the "Effective Date"), is made by and between CITY OF REDONDO BEACH ("Landlord") and ARCHITECTURAL MAILBOXES, LLC, an Ohio Limited Liability Company ("Tenant"). with regard to the following:

#### **Recitals**

A. Whereas, Landlord and Tenant are parties to that certain Lease entered into and effective as of June 17, 2014 (the "Lease"). Unless otherwise expressly stated herein, any term defined in the Lease and used in this Amendment shall have the same meaning herein as given in the Lease.

B. Whereas, the term of the Lease expired on June 16, 2017 but Tenant continued to occupy the Premises; and

C. Whereas, on December 15, 2020, the parties entered into a First Amendment to the Lease ("First Amendment") wherein the Lease was reinstated and converted to a month-to-month tenancy from a holdover tenancy; and

D. Landlord and Tenant desire to amend the Lease to delete and remove Architectural Mailboxes, LLC, a Delaware Limited Liability Company and replace that entity with Architectural Mailboxes, LLC, an Ohio Limited Liability company, delete and remove the premises located at 119 W. Torrance Blvd., Suite 6, Redondo Beach, California 90277 from the Lease, delete and remove the existing personal guaranty and replace with a corporate guaranty and to increase the security deposit from \$4,993.91 to \$12,893.40.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. <u>Amendment</u>.

The Lease is hereby amended to delete and remove Architectural Mailboxes, LLC, a Delaware Limited Liability Company and replace that entity with Architectural Mailboxes, LLC, an Ohio Limited Liability company, delete and remove the premises located at 119 W. Torrance Blvd., Suite 6, Redondo Beach, California 90277 from the Lease, delete and remove the existing personal guaranties of Christopher Farentinos and Vanessa Felicia Troyer-Farentinos and replace with a corporate guaranty and to increase the security deposit from \$4,993.91 to \$12,893.40.

## 2. Effect of Amendment.

Except to the extent the Lease is amended and modified by this Second Amendment, the remaining terms and conditions of the Lease shall remain unmodified and in full force and effect. In the event of conflict between the terms and conditions of this Second Amendment and the terms and conditions of the Lease and First Amendment, the terms and conditions of this Second Amendment shall prevail and control.

## 3. Counterparts; Facsimile or PDF Signatures.

This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Counterparts may be exchanged by pdf e-mail and this Amendment shall be effective upon such exchange by the parties of such pdf e-mail.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF,** the parties hereto have executed this Second Amendment in Redondo Beach, California, as of this 7th day of September, 2021.

## LESSOR

# LESSEE

CITY OF REDONDO BEACH

ARCHITECTURAL MAILBOXES, LLC

William C. Brand Mayor By:\_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

ATTEST:

APPROVED:

Eleanor Manzano City Clerk Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb City Attorney