FIRST AMENDMENT

This First Amendment ("First Amendment") is entered into by and between City of Redondo Beach, a Chartered Municipal Corporation ("Landlord") and Architectural Mailboxes, LLC, a Delaware limited liability company ("Tenant"; together with the Landlord, the "Parties" and each of Tenant and Landlord a "Party") on December 15, 2020 ("Effective Date") to amend the Office Lease between Landlord and Tenant dated as of June 17, 2014 ("Lease"), as amended. All capitalized terms not defined herein shall have the meaning ascribed by the Lease.

RECITALS

Whereas, the term of the Lease expired June 16, 2017 and the Tenant has continued to occupy the Premises; and

Whereas, the Parties desire to reinstate the Lease and, in connection with the reinstatement of the Lease, and convert the lease to a "month-to-month tenancy" from a "holdover tenancy".

Now, therefore, in consideration of the foregoing and the respective representations, warranties, covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties hereto hereby agree as follows:

AGREEMENT

- 1. <u>Reinstatement and Ratification</u>. Except as expressly or by necessary implication modified or amended by this First Amendment, the Lease Term is hereby reinstated, ratified and confirmed as of the Effective Date, as if the Lease Term had never expired, and the Lease, as amended pursuant to this amendment, is hereby acknowledged by the Landlord to be in full force and effect.
- 2. <u>Lease Term Amendment; Monthly Rent</u>. The term of the Lease pursuant to this First Amendment shall begin on the Effective Date and shall continue month-to month in accordance with the terms and conditions of the Lease, except as otherwise amended hereby, until terminated by a Party in accordance herewith. Monthly Rent during the period of this month to month tenancy, not including the Tenant's Share of increased Operating Expenses shall be equal to \$4,297.80.
- 3. <u>Counterparts</u>. This First Amendment may be executed in counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one single agreement between the parties. A party's facsimile, .jpeg, or .pdf signature hereto delivered to the other party will be sufficient to bind such party hereto.

[Signature Page Follows]

In Witness Whereof, the Parties hereto have executed this First Amendment in Redondo Beach, California, as of the Effective Date.

LANDLORD		TENANT
CITY OF REDONDO BEACH Docusigned by: William C. Brand By:		ARCHITECTURAL MAILBOXES, LLC DocuSigned by: FBBF41EE9AC1418
Name: William C. Brand		Name:
Title: Mayor		Title:
ATTEST		APPROVED
By:		By:
Name: Eleanor Manzano		Name:
Title: City Clerk		Title:
APPROVED AS TO FORM Docusigned by: Michael W. Webb 669049EDE03D402		
Name: Michael W. Webb Title: City Attorney	Diam Strick ABED8CF35EEF48C	· · · · · · · · · · · · · · · · · · ·
	Diane Strick Risk Manager	

ACORD...

DED

(Mandatory in NH)

CERTIFICATE HOLDER

WORKERS COMPENSATION

RETENTION \$

AND EMPLOYERS' LIABILITY
ANY PROPRIETOR/PARTNER/EXECUTIVE
OFFICER/MEMBER EXCLUDED?

If yes, describe under DESCRIPTION OF OPERATIONS below

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2020

\$1,000,000

\$1,000,000

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(les) 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Lusin Alabashyan	
Edgewood Partners Ins. Center		213-947-1167
350 S. Grand Avenue, Suite 4500	E-MAIL ADDRESS: lusin.alabashyan@epicbrokers.com	
(877) 650-3742 / Lic#0B29370	INSURER(S) AFFORDING COVERAGE	NAIC #
Los Angeles, CA 90071	INSURER A: Travelers Prop Casualty Co of America	25674
INSURED	INSURER B: Travelers Indemnity Co of CT	25682
Architectural Mailboxes, LLC	INSURER C:	
123 W Torrance Blvd., Ste. 201 Redondo Beach, CA 90277	INSURER D :	
	INSURER E:	
	INSURER F:	
COVERAGES CERTIFICATE NUMBER:	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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 07/26/2020 07/26/2021 \$1,000,000 Y6301L688972TIL2 **EACH OCCURRENCE** DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR \$100,000 \$5,000 MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG X POLICY OTHER COMBINED SINGLE LIMIT (Ea accident) 07/26/2020 07/26/2021 \$1,000,000 **AUTOMOBILE LIABILITY** BA1L6903652014G BODILY INJURY (Per person) ANY AUTO SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) X HIRED ONLY X UMBRELLA LIAB 07/26/2020 07/26/2021 EACH OCCURRENCE \$3,000,000 X OCCUR CUP1L6914542014 **EXCESS LIAB** \$3,000,000 AGGREGATE CLAIMS-MADE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: 123 W. Torrance Blvd. #201, Redondo Beach, CA 90277.

Leonardo Marina Management Inc 107 W. Torrance Blvd. Suite 200, Redondo Beach, CA 90277, BC Urban LLC, 904 Silver Spur Road #282, Rolling Hills Estates, CA 90277, City of Redondo Beach Including the City, its officers, elected and appointed officials, employees, and volunteers are included as additional insured with respect to the operations of the named insured subject to the terms, conditions, and exclusions of the policy.

CANCELLATION

anthony &. Davaro

UB0N0123511914G

City of Redondo Beach, including the City, its officers, elected & appointed officials, employees & volunteers	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
415 Diamond St.	AUTHORIZED REPRESENTATIVE

Redondo Beach, CA 90277

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E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT | \$1,000,000

12/31/2019 12/31/2020 X STATUTE

ACORD.

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/28/2020

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MAT ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCT	OF INSURANCE DOES N	SATIVELY AMEND OT CONSTITUTE	, EXTEND OR	ALTER THE
(A/C, No, Ext): 213-029-0903	Travelers Prop Casualty Co	of America		
Edgewood Partners Ins. Center	Travelers Prop Casualty Co	or America		
350 S. Grand Avenue, Suite 4500				
(877) 650-3742 / Lic#0B29370				
Los Angeles, CA 90071				
FAX (A/C, No): 213-947-1167 E-MAIL ADDRESS: lusin.alabashyan@epicbrokers.com	_			
CODE: SUB CODE:				
AGENCY CUSTOMER ID #: 53972				
INSURED Architectural Mailboxes, LLC	LOAN NUMBER		POLICY NUMBER	
123 W Torrance Blvd., Ste. 201			Y6301L68897	2TIL20
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Redondo Beach, CA 90277				
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Business Personal Property:		\$12,	500	\$2,500
Perils: Special Form				
Valuation: Replacement Cost				
Coinsurance: None				
REMARKS (Including Special Conditions)				
Evidence of Insurance				
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	LOAN#			
& appointed officials, employees & volunteers	AUTUODITED PERCEPUTATION			
415 Diamond St.				
Redondo Beach, CA 90277				

ARCHMAIL

ACORD.

EVIDENCE OF PROPERTY INSURANCE

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE

DATE (MM/DD/YYYY) 07/22/2020

AGENCY PHONE 242 C20 D002				
AGENCY PHONE (A/C, No, Ext): 213-629-8903	COMPANY Transfers Brog County Co. of America			
Edgewood Partners Ins. Center	Travelers Prop Casualty Co of America			
350 S. Grand Avenue, Suite 4500				
(877) 650-3742 / Lic#0B29370				
Los Angeles, CA 90071				
FAX (A/C, No): 213-947-1167 E-MAIL ADDRESS: lusin.alabashyan@epicbrokers.com				
CODE: SUB CODE:				
AGENCY CUSTOMER ID.#: 53972				
INSURED Architectural Mailboxes, LLC	LOAN NUMBER		POLICY NUMBER	-
123 W Torrance Blvd., Ste. 201			Y6301L68897	2TIL20
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- We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

- workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - With respect to liability arising out of the maintenance or use of that property, and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company, or
- b. A trust:

as indicated in its name or the documents that govern its structure.

- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint ACORD.

EVIDENCE OF PROPERTY INSURANCE

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE

ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

DATE (MM/DD/YYYY) 07/22/2020

AGENCY PHONE (A/C, No, Ext): 213-629-8903	COMPANY	Co of America		
Edgewood Partners Ins. Center	Travelers Prop Casualty	Co of America		
350 S. Grand Avenue, Suite 4500				
(877) 650-3742 / Lic#0B29370 Los Angeles, CA 90071				
FAX (A/C, No): 213-947-1167 E-MAIL ADDRESS: lusin.alabashyan@epicbrokers.com CODE: SUB CODE:				
AGENCY CUSTOMER ID #: 53972				
INSURED Architectural Mailboxes, LLC	LOAN NUMBER		POLICY NUMBER	
123 W Torrance Blvd., Ste. 201	782885159642 Y6301L688972TIL20			2TIL20
Redondo Beach, CA 90277	EFFECTIVE DATE EXPIRATION DATE CONTINUED UNTIL			
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Perils: Special Form Valuation: Replacement Cost		\$12	24,600	\$2,500
Perils: Special Form Valuation: Replacement Cost Coinsurance: None		\$12	24,600	\$2,500
Perils: Special Form Valuation: Replacement Cost		\$12	24,600	\$2,500
Perils: Special Form Valuation: Replacement Cost Coinsurance: None		\$12	24,600	\$2,500
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Perils: Special Form Valuation: Replacement Cost Coinsurance: None		\$12	24,600	\$2,500
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/22/2020

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(AC. No. Ext): 213-629-8903	COMPANY			
Edgewood Partners Ins. Center 350 S. Grand Avenue, Suite 4500	Travelers Prop Casualty	Co of America		
(877) 650-3742 / Lic#0B29370				
Los Angeles, CA 90071				
FAX (A/C, No): 213-947-1167 E-MAIL ADDRESS: lusin.alabashyan@epicbrokers.com SUB CODE:				
AGENCY				
CUSTOMER ID #: 53972	LOAN NUMBER			
Architectural Mailboxes, LLC	4.5.000		POLICY NUMBER	
123 W Torrance Blvd., Ste. 201	7828851596-42	т	Y6301L68897	2TIL20
Redondo Beach, CA 90277	OT/26/20	EXPIRATION DATE		UED UNTIL
	07/26/20	07/26/21		ATED IF CHECKED
	THIS REPLACES PRIOR EVI	DENCE DATED:		
PROPERTY INFORMATION				
LOCATION/DESCRIPTION				
23216-23222 Mariposa Torrance, CA 90502				
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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 07/28/2020

Edgewood Partners Ins. Centre Suite 4500 Signand Avenue, Suite 4500 Los Angeles, CA 90071 Los Angeles, CA 90071 Redondo Beach, CA 90277 MSURED Architectural Mailboxes, LLC 123 W Torrance Bivid., Site. 201 Register State Sta	THIS EVIDENCE OF PROPERTY IN ADDITIONAL INTEREST NAMED BE COVERAGE AFFORDED BY THE FISSUING INSURER(S), AUTHORIZED	ELOW. THIS EVIDENCE DOES NO POLICIES BELOW. THIS EVIDENCE	OT AFFIRMATIVELY OR E OF INSURANCE DOES CER, AND THE ADDITION	NEGATIVELY AMENI NOT CONSTITUTE	D, EXTEND OR	ALTER THE
350 S. Grand Avenue, Suite 4500 (377) 650-3742 LicaSep32370 Los Angeles, CA 90071 **CA No. 217-947-1197 **EAMILY ADDRESS, Instinationality angepic brokers.com **CONTINEER PROJECT NO. 123 W Torrance Bivid., Site. 201 **Redondo Beach, CA 90277 **Redondo Beach, CA 90277 **PROPERTY INFORMATION **LOCATION SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE BIVID SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE BIVID SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE BIVID SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE YEAR SITE OF THE POLICY PERIOD INDICATED NO. 115 W. TORRANCE AND YEAR SITE OF THE YEAR SITE O	AGENCY PHONE (A/C, No, E	Ext): 213-629-8903	COMPANY			
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