AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF BELL AND GRAFFITI
PROTECTIVE COATINGS, INC.

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT BY AND
BETWEEN THE CITY OF BELL AND GRAFFITI PROTECTIVE COATINGS INC.,
(“Amendment No. 2”) by and between the CITY OF BELL (“City”) and GRAFFITI
PROTECTIVE COATINGS, INC., a California Corporation (“Contractor”) is effective as of the
13th day of June, 2018.

RECITALS

A. The City and the Contractor entered into that certain Contract Services Agreement
dated October 26, 2016, (“Agreement”) whereby Contractor agreed to provide graffiti removal
services to the City.

B. The total maximum compensation due under the Agreement was for $180,000.00.

C. The term of the Agreement was one (1) year, with the possibility of two one-year
extension at the City’s sole discretion.

D. On May 10, 2017, the City and Contractor executed Amendment No. 1 to the
Agreement whereby the City and Contractor agreed to extend the term of the Agreement for an
additional 8 months, ending on June 30, 2018, to coincide with the end of the City’s 2017-2018
fiscal year.

E. Amendment No. 1 also increased the total maximum compensation due under the
Agreement by $120,000.00 from $180,000.00 to $300,000.00 to account for the 8 month
extension.

F. Amendment No. 1 also sought to incorporate applicable federal provisions and
contract requirements required by the Los Angeles County Community Development
Commission as part of the CDBG Program.

G. Amendment No. 1 also designated the Director of Community Development as
the Contract Officer.

H. By this Amendment No. 2, the City and Contractor now desire to extend the term
of the Agreement by one additional year, from July 1, 2018 to June 30, 2019, exercising the
second and final one-year extension permitted by the Agreement.
I. To account for the extension on the term, the City and Contractor also desire to amend the Agreement to increase the maximum compensation due to Contractor by an additional $180,000.00, from $300,000.00 to $480,000.00.

J. Except as amended hereby, this extension is subject to the same terms and condition as provided in the Agreement and Amendment No. 1.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein.

   a. Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:

      “2.1 Contract Sum.

      Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred and Eighty Thousand Dollars ($480,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

   b. Section I of Exhibit C, “Schedule of Compensation,” shall be amended to read as follows:

      “Contractor shall perform the following tasks at the following rates:

      The total compensation for the Services shall not exceed Four Hundred and Eighty Thousand Dollars ($480,000.00) as provided in Section 2.1 of this Agreement. The maximum monthly installment shall be $15,000.00. The first invoice will be submitted following the first month of services, and all other invoices will be submitted monthly thereafter.”

   c. Section III of Exhibit C, “Schedule of Compensation,” shall be amended to read as follows:

      “III. The total compensation for the Services shall not exceed Four Hundred and Eighty Thousand Dollars ($480,000.00) and shall not exceed $15,000.00 monthly as provided in Section 2.1 of this Agreement.”
d. Section IV of Exhibit D, "Schedule of Performance," shall be amended to read as follows:

"IV. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2019."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment Nos 1 and 2.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

   Contractor represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

   City represents and warrants to Contractor that, as of the date of this Amendment No. 2, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

   [SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

Fidencio Joel Gallardo
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONTRACTOR:

GRAFFITI PROTECTIVE COATINGS, INC., a California corporation

By:

Name: Carla Lenhoff
Title: Sec.

By:

Name: Steven Lenhoff
Title: Sec.
Address: 419 N.achiowo#204

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On [July 30th, 2018], before me, ________, personally appeared ________, 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: ________________________________

[Stamp]

KARINA ORTEGA
COMM # 80056676
NOTARY PUBLIC - CALIFORNIA

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER ________________

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

N/A

DESCRIPTION OF ATTACHED DOCUMENT

Amendment No. 2 "...Agreement..."

TITLE OR TYPE OF DOCUMENT

60 pages

NUMBER OF PAGES

June 13th, 2018

DATE OF DOCUMENT

Steven Lenhoff

SIGNER(S) OTHER THAN NAMED ABOVE
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On July 30th, 2018 before me, Karina Ortega, personally appeared Steven Lenhoff, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: Karina Ortega

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER
☐ PARTNER(S)
☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER Secretary

DESCRIPTION OF ATTACHED DOCUMENT

Amendment No. 2

TITLE OR TYPE OF DOCUMENT

...Agreement...

NUMBER OF PAGES

60 pages.

DATE OF DOCUMENT

June 13th, 2018

SIGNER(S) OTHER THAN NAMED ABOVE

Carla Lenhoff

SIGNATURE: Carla Lenhoff

KARINA ORTEGA
COMM. # 2235551
NOTARY PUBLIC CALIFORNIA
LOS ANGELES COUNTY
M. OUN. EXP. APR. 1, 2022
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER License # 0757776**
Concord, CA - HUB International Insurance Services Inc.
3200 Clayton Rd.
Concord, CA 94520

**INSURED**
Graffito Protective Coatings, Inc.
419 North Larchmont, #264
Los Angeles, CA 90004

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>MAIC #</th>
<th>INSURER A</th>
<th>INSURER B</th>
</tr>
</thead>
<tbody>
<tr>
<td>35378</td>
<td>Evaston Insurance Company</td>
<td>Liberty Mutual Fire Insurance Company</td>
</tr>
</tbody>
</table>

**CERTIFICATE NUMBER:** MKLV5ENV100735

**POLICY NUMBER:** MKLV5ENV100735

**DATE (MM/DD/YYYY): 02/19/2018**

**CONTACT**

<table>
<thead>
<tr>
<th>NAME</th>
<th>PHONE</th>
<th>FAX</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(925) 609-6500</td>
<td>(925) 609-6550</td>
</tr>
</tbody>
</table>

**REVISION NUMBER:**

**CERTIFICATE holder:**
City of Bell
6330 Pine Avenue
Bell, CA 90201

**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:**

**ACORD 25 (2016/03)**

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The ACORD name and logo are registered marks of ACORD.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s):</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations.</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

1. The 90th day after you acquire or form the organization; or

2. The end of the policy period, whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.
II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - LIABILITY COVERAGE is amended to add:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

1. You.
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".

2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.

3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.

2. If you cancel the policy, we will mail notice to the lessor.

3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".
"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.

IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - LIABILITY COVERAGE are deleted and replaced by the following:

(2) Up to $3,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including the actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion B.5. of SECTION II - LIABILITY COVERAGE does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - LIABILITY COVERAGE for a covered "auto" is amended to add:

This exclusion does not apply to "property damage" or "covered pollution cost or expense" involving "personal property" of your "employees" or others while such property is carried by the covered "auto". The Limit of Insurance for this coverage is $5,000 per "accident". Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, "personal property" is defined as any property that is not used in the individual's trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered "auto" from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.
IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member, and

(2) Are in a covered “auto” at the time of “loss”.

The most we will pay for “loss” is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered “auto”, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to “loss” caused by fire or lightning.

When two or more covered “autos” sustain “loss” in the same collision, the total of all the “loss” for all the involved covered “autos” will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered “autos”.

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

No deductible applies to “loss” to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any “loss” caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV - BUSINESS AUTO CONDITIONS are changed to:

a. In the event of “accident”, claim, “suit” or “loss”, your insurance manager or any other person you designate must notify us as soon as reasonably possible of such “accident”, claim, “suit” or “loss”. Such notice must include:

(1) How, when and where the “accident” or “loss” occurred;
(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to include the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.
b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for Hired or Borrowed Autos, the following will apply:

A. We will pay for “loss” under Comprehensive and Collision coverages to a covered “auto” of the private passenger type hired without an operator for use in your business:

1. The most we will pay for coverage afforded by this endorsement is the lesser of:
   a. The actual cost to repair or replace such covered “auto” with other property of like kind and quality; or
   b. The actual cash value of such covered “auto” at the time of the “loss”.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total “loss”.

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered “auto”, our obligation to pay for, repair, return or replace the covered “auto” will be reduced by any deductible shown in the Declarations that applies to private passenger “autos” that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by:

b. Loss of Use Expenses

For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered “auto”;

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered “auto”; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered “auto”.

AC 84 07 07 13
However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except:

   a) Any "auto" owned by that individual or by any member of his or her household, or

   b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

   Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

   The following is added to Who Is An Insured:

   Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

   Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

   Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

   1. Any "auto" owned by that individual or by any member of his or her household; or
2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, or

2. $30 per day with a maximum of $900 in any one period.

D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

a. For reasons of non-payment, the greater of:

   (1) 10 days; or

   (2) The number of days specified in any other Cancellation Condition attached to this policy, or

b. For reasons other than non-payment, the greater of:
(1) 60 days;

(2) The number of days shown in the Cancellation and Non-renewal Schedule; or

(3) The number of days specified in any other Cancellation Condition attached to this policy, prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and

2. Any:

   a. Overdue lease/loan payments at the time of the "loss";

   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   c. Security deposits not returned by the lessor;

   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

   e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of $1500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

WARNING
AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.
A. Coverage

1. Paragraph B.7. of SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:
   
a. The "accidents" or "loss" occurs within 25 miles of the United States border; and
   
b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

   If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

   The following additional exclusions are added:

   This insurance does not apply:

   1. If the covered "auto" is not principally garaged and principally used in the United States.

   2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in SECTION IV - BUSINESS AUTO CONDITIONS does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.
Premium

Liability - Included
Physical Damage - Included
Total Premium

V. Fellow Employee
Schedule of Employees:

Your "employee" but only for acts within the scope of their employment by you. OR Any of your officers or managers.

XVIII. Drive Other Car
Name of Individual

<table>
<thead>
<tr>
<th>Name</th>
<th>LIAB</th>
<th>MP</th>
<th>UM</th>
<th>UIM</th>
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XX. Notice of Cancellation or Nonrenewal
Name and Address

Per Schedule On File With The Company

Number of Days

30
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $250 per policy.

<table>
<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
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<tbody>
<tr>
<td>Where required by contract or written agreement prior to loss and allowed by law.</td>
<td>Any</td>
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</table>

Issued by Liberty Mutual Fire Insurance Company 16586

Issued to Graffiti Protective Coatings, Inc.

WC 04 03 06
Ed: 04/1984
CERTIFICATE OF LIABILITY INSURANCE

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: License # 0757776
Concord, CA - HUB International Insurance Services Inc.
2300 Clayton Rd.
Concord, CA 94520

CONTACT:
NAME:
PHONE: (925) 609-6500
FAX: (925) 609-6550
EMAIL ADDRESS

INSURED:
Graffiti Protective Coatings, Inc.
419 North Larchmont, #264
Los Angeles, CA 90004

INSURER
Mailing Address

NAIG #
N/A

INSURER A: Evanston Insurance Company
35378
INSURER B: Liberty Mutual Fire Insurance Company
23035
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy periods 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.

A COMMERCIAL GENERAL LIABILITY

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B AUTOMOBILE LIABILITY

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C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

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A Pollution Liability

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 191, Additional Remarks Schedule, may be attached if more space is required)

For information purposes only.

CERTIFICATE HOLDER

City of Bell
6330 Pine Ave.
Bell, CA 90201

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

ACORD 25 (2015/03)

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