AMENDMENT NO. 4
TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND LDM ASSOCIATES, INC.

This AMENDMENT NO. 4 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND LDM ASSOCIATES, INC. ("Amendment No. 4")
by and between the CITY OF BELL ("City") and LDM Associates, Inc., a California
corporation ("Contractor") is effective as of the 14th day of March 2018.

RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services
dated December 10, 2014 ("Agreement") whereby Contractor agreed to provide Community
Development Block Grant Program Administration Services through June 30, 2015 for a Contract
Sum of $25,000.

B. On June 10, 2015, the City and Contractor entered into Amendment No. 1 to the
Agreement whereby City and Contractor agreed to extend the term by one additional year to
June 30, 2016 and increase the maximum compensation by $48,825.00, from $25,000.00 to
$73,825.00.

C. On July 1, 2016, the City and Contractor entered into Amendment No. 2 to the
Agreement whereby City and Contractor agreed to extend the term by one additional year to
June 30, 2017 and increase the maximum compensation by $44,481.00, from $73,825.00 to
$118,306.00.

D. On July 1, 2017, the City and Contractor entered into Amendment No. 3 to the
Agreement whereby City and Contractor agreed to extend the term by one additional year to
June 30, 2018 and increase the maximum compensation by $48,484.00, from $118,306.00 to
$166,790.00.

E. By this Amendment No. 4, the City and Contractor desire to extend the term of
the Agreement by one additional year, from June 30, 2018 to June 30, 2019.

F. To account for the extension on the term, City and Contractor also desire to
amend the Agreement to increase the maximum compensation due to Contractor by an additional
$89,060.00, from $166,790.00 to $255,850.00, so that City can continue to receive services from
Contractor during the remainder of the term ending June 30, 2019.

G. Except as amended hereby, the terms and conditions of the Agreement, including
the rates for compensation, remain unchanged.

TERMS

1. Contract Changes. The Agreement is amended as provided herein.
a. Section 2.1, Contract Sum, is hereby amended to 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 Two Hundred Fifty Five Thousand Eight Hundred Fifty Dollars and No Cents ($255,850.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

b. Section III in Exhibit “C”, Schedule of Compensation, is hereby amended to read as follows:

“III. The total compensation for the Services shall not exceed Two Hundred Fifty Five Thousand Eight Hundred Fifty Dollars and No Cents ($255,850.00) as provided in Section 2.1 of this Agreement.”

c. Section 3.5, Term, is hereby amended to read as follows:

“3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2019, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

d. Section III in Exhibit D, Schedule of Performance, is hereby amended to read as follows:

“This Agreement shall continue in full force and effect until completion of the services but no later than June 30, 2019.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, as amended by Amendment Nos. 1, 2 and 3 to the Agreement, shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2, 3 and 4 to the Agreement.

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. 4, 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. 4, 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. 4.

5. Authority. The persons executing this Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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. 4 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:

LDM Associates, Inc., a California corporation

By: ________________________________
    Name: Rúbeo Muñoz
    Title: Senior Vice President

By: ________________________________
    Name: Guadalupe Muñoz
    Title: Chief Financial Officer
    Address: 1072 Arrow Route, Suite 822 Rancho Cucamonga, CA 91730
    Telephone: 909-476-6006

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULLY 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 April 10, 2018 before me, FRANIE R. MEYER, personally appeared RUCE HUER, proved to me on the basis of satisfactory evidence to be the person(s) whose names 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: [Signature]

[Notary Public Seal]

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.

<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
<th>DESCRIPTION OF ATTACHED DOCUMENT</th>
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<td>TITLE OR TYPE OF DOCUMENT</td>
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<td>[ ] OTHER</td>
<td>NUMBER OF PAGES</td>
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</table>

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

SIGNER(S) OTHER THAN NAMED ABOVE

DATE OF DOCUMENT

01135.0001/455300.1
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 April 10, 2018 before me, FRANIE R. MEYER, personally appeared (full name), 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:

FRANIE R. MEYER
Notary Public - California
San Bernardino County
Commission # 2159785
My Comm. Expires Jul 14, 2020

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

SIGNER(S) OTHER THAN NAMED ABOVE
CERTIFICATE OF INSURANCE

This certifies that

☐ STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
☐ STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
☐ STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
☐ STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
☐ STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Name of policyholder: LDN ASSOCIATES, INC.
Address of policyholder: 10722 ARROW ROUTE, SUITE 822 RANCHO CUCAMONGA CA 91730
Location of operations: ANY
Description of operations: ALL

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

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<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY PERIOD Effective Date : Expiration Date</th>
<th>LIMITS OF LIABILITY (at beginning of policy period)</th>
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<td>92-XV-9431-7</td>
<td>Comprehensive Business Liability</td>
<td>3-24-17 : 03-24-19</td>
<td>BODILY INJURY AND PROPERTY DAMAGE</td>
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This insurance includes:

☐ Products - Completed Operations
☐ Contractual Liability
☐ Underground Hazard Coverage
☐ Personal Injury
☐ Advertising Injury
☐ Explosion Hazard Coverage
☐ Collapse Hazard Coverage
☐ 

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<tr>
<th>POLICY NUMBER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY PERIOD Effective Date : Expiration Date</th>
<th>LIMITS OF LIABILITY (at beginning of policy period)</th>
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<td>92-XV-9431-7</td>
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<td>☐ Umbrella</td>
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<td></td>
<td>☐ Other</td>
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Workers' Compensation and Employers Liability

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THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HERIN.

ADDITIONAL INSURED: CERTIFICATE HOLDER:

Name and Address of Certificate Holder

CITY OF Bell
Community Development Dept.
Attn: Greg Tatsibichi, Housing Manager
6330 Pine Avenue
Bell, CA. 90201

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Signature of Authorized Representative

Agent's Signature: John A. Forberg, Agent
Providing Insurance and Financial Services
Phone: 805-873-8671 Fax: 805-873-8724
www.johnforberg.com

Agent's Address:
3030 W. Temecula Pkwy., Ca 92591

558-694 a.3 04-1998 Printed in U.S.A.
NAME OF INSURED: LDM ASSOCIATES INC
POLICY NUMBER: 92-XV-0401-7

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: City of Bell
including elected or appointed officials, directors, officers, agents, employees, volunteers, or contractors.

(if no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your use of premises owned or leased by the additional insured.

The insurance provided by this policy shall be primary as respects any claims related to any activities, anywhere and any insurance, pooled coverage, or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or contractors shall not contribute to it.

Authorized Signature
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 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: CorRisk Solutions
1 Huntington Quadrangle Suite 4N20
Melville, NY 11747

CONTACT NAME: Tracey Donovan
PHONE: 631-756-3000
EMAIL: tracey@corrisksolutions.com

INSURER(S) AFFORDING COVERAGE:
INSURER A: New Hampshire Insurance Company
NAIC #: 23841

INSURED:
LDH Associates, Inc.
10722 Arrow Route
Suite 222
Rancho Cucamonga, CA 91730

CONTACT NAME: Tracey Donovan
PHONE: 631-756-3000
EMAIL: tracey@corrisksolutions.com

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.

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<th>POLICY EXP (MM/DD/YYYY)</th>
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<td>ANY AUTO</td>
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CERTIFICATE HOLDER:
City of Bell Community Development Dept.
Attention: Greg Tsujuchi, Housing Manager
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 23 (2010-05) © 1988-2010 ACORD CORPORATION. All rights reserved.

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CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-01-2017

GROUP:
POLICY NUMBER: 1799106-2017
CERTIFICATE ID: 31
CERTIFICATE EXPIRES: 08-01-2018
08-01-2017/08-01-2018

CITY OF BELL
GREG TSUJIIUCHI HOUSING MANAGER
G930 PINE AVE
BELL CA 90201-1221

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2005 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.