AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE BELL COMMUNITY HOUSING
AUTHORITY AND REAL ESTATE CONSULTING &
SERVICES, INC.

This AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE BELL COMMUNITY HOUSING AUTHORITY AND REAL ESTATE
CONSULTING & SERVICES, INC. ("Amendment No. 3") by and between the BELL
COMMUNITY HOUSING AUTHORITY ("Authority") and REAL ESTATE CONSULTING &
SERVICES, INC., ("Contractor") is effective as the 21st day of June, 2018.

RECITALS

A. The Authority and the Contractor entered into that certain Contract Services
Agreement dated September 3, 2013 ("Agreement") whereby the Contractor agreed to provide
on call services, field services and regular property maintenance at all properties, buildings,
and/or facilities owned by the Authority.

B. The term of the Agreement, was for three years, from September 3, 2013 to
September 3, 2016.

C. The annual compensation due under that Agreement was $150,000 per year, with
a total maximum compensation of $450,000 during the three year term of the Agreement.

D. On September 4, 2016, the Authority and Contractor executed Amendment No. 1
to the Agreement whereby the Authority and Contractor agreed to extend the term of the
Agreement for an additional 10 months ending on June 30, 2017, to coincide with the end of the
2017-2018 fiscal year.

E. Amendment No. 1 also increased the total maximum compensation due under the
Agreement by $125,000, from $450,000 to $575,000 to account for the 10 month extension.

F. On April 26, 2017, the Authority and Contractor executed Amendment No. 2 to
the Agreement whereby the Authority and Contractor agreed to extend the term of the
Agreement, by one-year, ending on June 30, 2018.

G. Amendment No. 2 also increased the total maximum compensation under the
Agreement by $150,000, from $575,000 to $725,000, to account for the one-year extension.
H. By this Amendment No. 3, the Authority and Contractor now desire to extend the term of the Agreement by one additional year, from July 1, 2018 to June 30, 2019.

I. To account for the extension on the term, Authority and Contractor also desire to amend the Agreement to increase the maximum compensation due to Contractor by an additional $150,000, from $725,000 to $875,000.

J. Except as amended hereby, this extension is subject to the same terms and condition as provided in the Agreement, Amendment No. 1, and Amendment No. 2.

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, Authority 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 **Eight Hundred Seventy-Five Thousand Dollars ($875,000.00)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

   b. Section 3.5, "Term," is hereby amended and shall now read as follows:

   "3.5 **Term.**

   Unless terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the service but no later than June 30, 2019, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

   c. Section IV of Exhibit "C," "Schedule of Compensation," is hereby amended and shall now read as follows:

   "IV. Unless Additional Services are approved per Section 1.10, the total compensation for the Services shall not exceed Eight Hundred Seventy-Five Thousand Dollars ($875,000.00) as provided in Section 2.1 of this Agreement. The total annual compensation shall not exceed One Hundred Fifty Thousand Dollars ($150,000.00) per year."
d. Section II of Exhibit "D," Schedule of Performance," shall be amended and shall not read as follows:

"II. Unless earlier terminated in accordance with Article 7 of the Agreement, 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. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. Authority 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 Authority that, as of the date of this Amendment No. 3, Authority 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.

Authority represents and warrants to Contractor that, as of the date of this Amendment No. 3, 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. 3.

5. Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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. 3 on the date and year first-above written.

CITY:

BELL COMMUNITY HOUSING AUTHORITY

Eldencio Joel Gallardo
Chair

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
General Counsel

CONTRACTOR:

REAL ESTATE CONSULTING & SERVICES, INC.

By:                      Name:     
          Title:  

By:                      Name:     
          Title:  
          Address: 

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 31, 2018 before me, in the [location], personally appeared [signer's name] by [witness's name], who is known 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: [signature]

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.

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

SIGNER(S) OTHER THAN NAMED ABOVE

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