AMENDMENT NO. 2

TO LEASE AGREEMENT BETWEEN THE CITY OF BELL AND SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION
(Bell Tech Center)

This AMENDMENT NO. 2 TO LEASE AGREEMENT BETWEEN THE CITY OF BELL AND SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION ("Amendment No. 2") by and between the CITY OF BELL ("CITY") and SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION, a California Corporation ("SCDC") is effective as of the 9th day of January, 2019.

RECITALS

A. On August 27, 2014, the CITY and SCDC entered into a lease agreement ("Lease") for SCDC to access, occupy, and use the single story building commonly known as the Technology Center located on APN 6317-023-904 ("Tech Center") and Common Areas (as defined in Section 1.2.1), which are owned by the CITY. The Tech Center is leased to SCDC for the sole purpose of operating an affordable technology program reasonably acceptable to the CITY and upon other terms and conditions set forth in the Lease.

B. The original term of the Lease was for two (2) years, from August 27, 2014 to August 27, 2016.

C. SCDC operates a non-profit affordable technology program at the Tech Center pursuant to the Memorandum of Understanding among CITY, Youth Policy Institute and SCDC dated (by SCDC) May 15, 2012 which has expired ("MOU"). On or about November 1, 2013, SCDC received funding from the California Emerging Technology Fund ("CETF") in the amount of $200,000 to operate an affordable technology program at the Tech Center.

D. On or about March 31, 2016, the funding provided by the CETF expired, ending the Youth Policy Institute’s relationship with the SCDC.

E. Subsequently, SCDC obtained new funding through various entities, including $300,000 from the Frontier Communications Grant; $50,000 from the Vernon Community Grant; and $10,000 from Southern California Edison for a total amount of $360,000, which allowed SCDC to continue the programming at the Tech Center by extending this Lease.

F. On September 28, 2016, the City and SCDC executed Amendment No. 1 to the Lease whereby the City and SCDC agreed to extend the term of the Lease by two years, ending on August 27, 2018.

G. In 2018, the City obtained additional funding through various entities, including $120,000 from the California Emerging Technology Fund, $35,000 from Spectrum, $10,000 from Southern California Edison, $10,000 from Southern California Gas Company, $2,500 from AT&T, and $10,000 from Water Replenishment District for a total amount of $187,500, which allows SCDC to continue the programming at the Tech Center for an additional two (2) years by extending this Lease.
II. By this Amendment No. 2, the CITY and SCDC now desire to extend the term of the Lease by an additional two (2) years, from August 28, 2018 to August 27, 2020.

TERMS

1. Contract Changes. The Lease is amended as provided herein.

a. Section 2.1 (Lease Term) is hereby amended to read as follows

"2.1 Lease Term. This Lease shall commence on August 27, 2014 (hereafter, "Effective Date"). Unless earlier terminated in accordance with Sections 2.2 and 16 of this Lease, this Lease shall continue in full force and effect until August 27, 2020 (hereafter, "Termination Date"). The period between the Effective Date and the Termination Date is hereinafter referred to as the "Lease Term.""

b. Section "c" of Exhibit "B" (Tech Program) is hereby amended to read as follows:

"c. Develop and manage a fully integrated suite of technology services for the community, including:

- Professional technical support by phone, website, and chat
- Demonstration/retail center
- Promotion of low-cost broadband and low-cost computer offers
- eWaste collection center on City approved designated days
- Basic and advanced on-site technical support
- Computer repair services and classes
- SCDC will provide a minimum of 5 hours per week of open lab using existing computer lab equipment.
- Provide youth and adult computer classes with a total of 60 hours per month of instruction and class preparation at the Tech Center and the mobile computer lab.
- Specific course schedules, curriculum and age groups will be subject to approval by the City of Bell and include Computer Repair, Internet Safety, MS Office, Google Docs, Google Email, Google Search, and Basic Computer instruction."

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

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

SCDC 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 Lease 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 Lease.

CITY represents and warrants to SCDC that, as of the date of this Amendment No. 2, SCDC is not in default of any material term of the Lease 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 Lease.

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

Fidencio Joel Gallardo
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

SCDC:

SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION., a California Corporation

By: [Signature]
Name: Cesar Zaldivar-Motts
Title: Executive Director

By: [Signature]
Name: William M. Alarcon
Title: Vice Chairman
Address: 6423 Florence Pl. St 103
Bell Gardens, CA 90201

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 February 14, 2019 before me, Angela Bustamante, 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:

[Seal]

ANIELA BUSTAMANTE
COMM. #2146721
HPR1
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires Mar. 18, 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

TITLE(S)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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 February 20, 2019 before me, Angela Bustamante, personally appeared, 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: [Signature]

OPTIONAL

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