AMENDMENT NO. 1

TO LEASE AGREEMENT BETWEEN THE CITY OF BELL AND SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION

(Bell Tech Center)

This AMENDMENT NO. 1 TO LEASE AGREEMENT ("Amendment") by and between the CITY OF BELL ("CITY") and SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION, a California Corporation ("SCDC") is effective as of the 28th day of September, 2016.

RECATALS

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 and expired on 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 has 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 allows SCDC to continue the programming at the Tech Center by extending this Lease.

F. The CITY and SCDC now desire to amend the Lease to extend the term for an additional two (2) years.

G. With this Amendment, the Lease will now expire on August 27, 2018.

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, 2018 (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
- 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."

2. Continuing Effect of Lease. Except as amended by this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Lease” appears in the Lease, it shall mean the Lease, as amended by this Amendment 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, 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, 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.

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

CITY:

CITY OF BELL

[Signature]
Alicia Romero, Mayor

ATTEST:

[Signature]
Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire, City Attorney

SCDC:

SOUTHEAST COMMUNITY DEVELOPMENT CORPORATION, a California Corporation

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

[Signature]
Name: [Name]
Title: Executive Director
Address: 6423 Florence Pl. St 103
Bell Gardens, CA 90201
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 January 10, 2017 before me, Linda Margarone, personally appeared Cesar R. DelaTorre, and 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: ____________________________

LINDA MARGARONE
Commission # 2014538
Notary Public - California
Los Angeles County
My Comm. Expires Mar 24, 2017

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(S) OTHER THAN NAMED ABOVE
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER: 323 230-5566
RIVERA INSURANCE AGENCY
13118 STERN AVE
LA MIRADA, CA 90638

CONTACT NAME: Jennifer Rivera
PHONE: 323 230-5566
EMAIL: riveraisurance@verizon.net

INSURED:
Southeast Community Development Corp.
P.O. Box #327
Bell, CA 90201

COVERAGE:

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02/26/2016 02/26/2017

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101; Additional Remarks Schedule, if more space is required)

IDEALEASE OF LOS ANGELES AND ITS SUCCESSORS AND ASSIGNS; IDEALEASE SERVICES, INC., IDEALEASE INC., AND ITS MEMBERS WHO PROVIDE, LEASE OR RENT "AUTO" TO THE NAMED INSURED(S); INCLUDING THE OWNERS OF ANY SUCH "AUTO"S ARE ADDED AS ADDITIONAL INSURED AND LOSS PAYEE.

CERTIFICATE HOLDER: IDEALEASE OF LOS ANGELES
30 DAY CANCELLATION

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2016

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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 323 230-5566 323 230-5033
RIVERA INSURANCE AGENCY
13118 STERN AVE
LA MIRADA, CA 90638

INSURED
Southeast Community Development Corp.
P.O. Box #327
Bell, CA 90201

COVERSAGES

CERTIFICATE NUMBER: 84 WEC B9587

A GENERAL LIABILITY

B WORKERS COMPENSATION AND EMPLOYERS LIABILITY

C D & O / EPLI

INSURER(S) AFFIXING COVERAGE

INSURER A: PHILADELPHIA INDEMNITY INS. CO.
INSURER B: HARTFORD INS. CO. OF THE MIDWEST
INSURER C: UNITED STATES LIABILITY INS. CO.

COVERAGE

COVERED PERIOD FROM TO

LIMITS

A

COMMERCIAL GENERAL LIABILITY $1,000,000

02/26/2016 02/26/2017

EXCLUDED EXCESS OF GENERAL LIABILITY

B

EACH OCCURRENCE $1,000,000

04/05/2016 04/05/2017

EXCLUDED EXCESS OF WORKERS COMPENSATION

C

EACH OCCURRENCE $1,000,000

01/01/2016 01/01/2017

EXCLUDED EXCESS OF D & O / EPLI

DESCRIPTION OF OPERATIONS below

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30 DAY 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

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