AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF BELL
AND LEAD TECH ENVIRONMENTAL

This AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND LEAD TECH ENVIRONMENTAL (“Amendment
No. 1”) by and between the CITY OF BELL, a municipal corporation (“City”) and LEAD
TECH ENVIRONMENTAL, INC. (“Contractor”) is effective as of the 20th day of September,
2017.

RECITALS

A. City and Contractor entered into that certain agreement dated October 14, 2015
(“Agreement”) whereby Contractor agreed to provide asbestos and lead-based paint testing,
assessments, screening, and clearance reports for the City.

B. Pursuant to section 3.4 of the Agreement and Section I of Exhibit D thereto, the
term of the Agreement was for one (1) year set to expire on October 14, 2016.

C. The total maximum compensation due under the Agreement was $15,000.00

D. Pursuant to section 3.4 of the Agreement and Section I of Exhibit D thereto, the
City may, in its sole and absolute discretion, extend the term for four (4) additional one-year
periods.

E. On October 12, 2016, the City and Contractor entered into Amendment No. 1 to
the Agreement (“Amendment No. 1”), whereby the City and Contractor agreed to extend the
term of the Agreement for one (1) year to October 14, 2017 and increase the total maximum
compensation from $15,000.00 to $30,000.00.

F. The City and Contractor now desire to enter into Amendment No. 2 to the
Agreement (“Amendment No. 2”) to extend the term of the Agreement for one (1) additional
year.

G. With Amendment No. 2, the Agreement would now expire on October 14, 2018,
with the City retaining the right to extend the term for two (2) additional one-year periods
thereafter in its sole and absolute discretion.

H. With Amendment No. 2, the total maximum compensation due to Contractor will
increase by $5,000.00 thru the end of the extension period, from $30,000.00 to $35,000.00.

I. As of the date of this Amendment No. 2, the City has only incurred $13,586.75 in
services under this Agreement.

TERMS

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

   a. Section 2.1, Contract Sum, shall be amended to read as follows:
“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 Thirty Five Thousand Dollars and No Cents ($35,000.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. Section V of Exhibit “C” is hereby amended to read as follows:

“The total compensation for the Services shall not exceed $35,000.00 as provided in Section 2.1 of this Agreement.”

c. Section I of Exhibit D of the Agreement is hereby amended and shall now read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until October 14, 2018. The City may, in its sole and absolute discretion, extend the term for two (2) additional one-year periods. “

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement, as amended by Amendment No. 1, 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 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 the Agreement, as amended and (iv) the
SIGNATURES ON FOLLOWING PAGE

which said party is bound. Nothing into this Amendment No. 2 does not violate any provision of any other agreement to
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

CONTRACTOR:

LEAD TECH ENVIRONMENTAL

By: [Signature]
Name: Stephen Deneva
Title: Owner

By: [Signature]
Name: Allison Travers
Title: Secretary

Address: 2348 Camino Robledo
Carlsbad, CA 92009

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
CERTIFICATE OF 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 San Diego       

On October 19, 2017 before me, O.P. Mayo III Notary Public
personally appeared Steven W. Gonzalez
who 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.

Notary Public Signature

(Notary Public Seal)

INSTRUCTIONS FOR COMPLETING THIS FORM
This form complies with current California statutes regarding notary wording and,
if needed, should be completed and attached to the document. Acknowledgments
from other states may be completed for documents being sent to that state so long
as the wording does not require the California notary to violate California notary
law.

- State and County information must be the State and County where the document
  signer(s) personally appeared before the notary public for acknowledgment.
- Date of certification must be the date that the signer(s) personally appeared which
  must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her
  commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of
  certification.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
  he/she/they is (are) ) or circling the correct forms. Failure to correctly indicate
  this information may lead to rejection of record recording.
- The notary seal impression must be clear and photographically reproducible.
  Impression must not cover text or lines. If seal impression smudges, re-seal if a
  sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of
  the county clerk.
  - Additional information is not required but could help to ensure this
    acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a
    corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY THE SIGNER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual(s)</td>
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<tr>
<td>Corporate Officer</td>
</tr>
<tr>
<td>Partner(s)</td>
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<tr>
<td>Attorney-in-Fact</td>
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<tr>
<td>Trustee(s)</td>
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<tr>
<td>Other</td>
</tr>
</tbody>
</table>

Amendments No. 2

Number of Pages: 5

Document Date: 10/19/17

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF 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 San Diego

On October 19th, 2017 before me, O.P. Mayo, Notary Public

personally appeared Alison M. Travers

who 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.

Notary Public Signature

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Amendment No. 2

Title or description of attached document:

To Agreement for Contract

Date or description of attached document continued:

Number of Pages 2

Document Date 10/19/17

CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)
☐ Corporate Officer

☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other

(Title)

09/01/19

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

• State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
• Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
• The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
• Print the name(s) of document signer(s) who personally appear at the time of notarization.
• Indicate the correct singular or plural forms by crossing off incorrect forms (i.e., her/hers/his/their is [are ] ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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