

**AMENDMENT NO. 2 TO FACILITIES LEASE
BY AND BETWEEN
LODI UNIFIED SCHOOL DISTRICT AND A. M. STEPHENS CONSTRUCTION CO., INC.**

This Amendment No. 2 to the Facilities Lease ("Second Amendment") is made and entered into this 3rd day of September 2024, ("Effective Date") by and between the Lodi Unified School District ("District") and A. M. Stephens Construction Co., Inc. ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated April 2, 2019, pertaining to the construction of the Lodi High School Modular Project Increment 1 Site Work ("Project") located at located at 3 S. Pacific Ave. Lodi, CA 95242 ("Project Site"); and

WHEREAS, the Parties now desire to amend and supplement the Facilities Lease to, among other things, replace Exhibit C, Attachment 3 – Schedule of Lease Payments for the project. NOW, THEREFORE, the Parties agree as follows:

Section I. Second Amendment of Facilities Lease.

Exhibit C (Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions) to the Facilities Lease is amended and supplemented such that the existing ATTACHMENT 3 - SCHEDULE OF LEASE PAYMENTS is struck and replaced with the amended ATTACHMENT 3 - SCHEDULE OF LEASE PAYMENTS, which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit C, Attachment 3 – Schedule of Lease Payments in the Facilities Lease shall mean and refer to **EXHIBIT "1"**, as attached hereto.

The Parties expressly acknowledge and agree that this Second Amendment is intended to and does change payment provisions for the Project under the Facilities Lease, including, but not limited to, the amount of Tenant Improvement Payments and amount of Lease Payments as well as the Construction Schedule for the Project.

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Section II. All Other Provisions Reaffirmed.

All other provisions of the Facilities Lease shall remain in full force and effect and are hereby reaffirmed. If there is any conflict between this First Amendment and any provision of the Facilities Lease or any prior amendment thereto, the provisions of this First Amendment shall control.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to the Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2024	Dated: <u>August 26</u> , 2024
LODI UNIFIED SCHOOL DISTRICT	A. M. STEPHENS CONSTRUCTION CO., INC.
By: _____	By: <u>[Signature]</u>
Name: _____	Name: <u>Greg Stephens</u>
Title: _____	Title: <u>President</u>