

**AMENDMENT NO. 1 TO FACILITIES LEASE
BY AND BETWEEN
LODI UNIFIED SCHOOL DISTRICT AND A. M. STEPHENS CONSTRUCTION CO., INC.**

This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 3rd day of March, 2020, ("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 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, establish a Guaranteed Maximum Price for the Project of fourteen million five hundred thirty thousand one hundred twenty six Dollars (\$14,530,126).

NOW, THEREFORE, the Parties agree as follows:

Section I. First 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 Exhibit C is struck and replaced with the amended Exhibit C, which is attached hereto as **EXHIBIT "1"** and incorporated herein by this reference. All references to Exhibit C in the Facilities Lease shall mean and refer to Exhibit "1" hereto.

Exhibit F (Construction Schedule) to the Facilities Lease is amended and supplemented such that the existing Exhibit F is struck and replaced with the amended Exhibit F, which is attached hereto as **EXHIBIT "2"** and incorporated herein by this reference. All references to Exhibit F in the Facilities Lease shall mean and refer to Exhibit "2" hereto.

The Parties expressly acknowledge and agree that this First 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.

[CONTINUES ON NEXT PAGE]

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. 1 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: March 6, 2020

LODI UNIFIED SCHOOL DISTRICT

By: _____

Name: Leonard Kahn

Title: CBO

Dated: March 5, 2020

A. M. STEPHENS CONSTRUCTION CO., INC.

By: _____

Name: Greg Stephens

Title: President

EXHIBIT "1"

EXHIBIT C

**GUARANTEED MAXIMUM PRICE AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

See attached.

EXHIBIT "2"

EXHIBIT F

CONSTRUCTION SCHEDULE

See attached.

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 San Joaquin)

On 3/5/2020 before me, Gina Ostlund, Notary Public Notary Public,

Date

(here insert name and title of the officer)

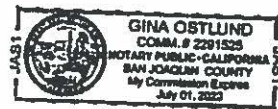
personally appeared Greg Stephens, President

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.

Signature: Gina Ostlund (Seal)



OPTIONAL

Description of Attached Document

Title or Type of Document: Amendment No. 1

Number of Pages: 2 pgs.

Document Date: 3/3/2020

Other: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

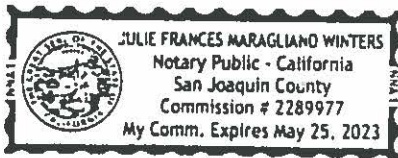
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Joaquin }

On March 6, 2020 before me Julie Frances Maragliano Winters, Notary Public
Date Name and Title of the Officer

personally appeared Leonard Kahn
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Place Notary Seal Above

Signature Julie Frances Maragliano Winters
Signature of Notary Public

DESCRIPTION OF THE ATTACHED DOCUMENT

Title or Type of Document Amendment No. 1 to Facilities Lease by and between LUSD and A.M. Stephens Const Inc. for LHS Modular Project Increment 1 Site work

Document Date March 3, 2020 No. of pages 2

Signer(s) Other Than Named Above Greg Stephens

TYPE OF SATISFACTORY EVIDENCE

- Personally Known with Paper Identification
 Paper Identification
 Credible Witness(es)

CAPACITY(IES) CLAIMED BY SIGNER(S)

- Assistant Superintendent
 President
 Chief Business Officer
 Individual

Signer is Representing Lodi Unified School District

RIGHT THUMBPRINT
OF SIGNER
TOP OF THUMB HERE