

**AMENDMENT NO. 1 TO FACILITIES LEASE  
BY AND BETWEEN  
LODI UNIFIED SCHOOL DISTRICT AND MEEHLEIS MODULAR BUILDINGS, INC.**

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This Amendment No. 1 to the Facilities Lease ("First Amendment") is made and entered into this 2nd day of March, 2021, ("Effective Date") by and between the Lodi Unified School District ("District") and Meehleis Modular Buildings, Inc. ("Developer") (collectively, the "Parties") as follows:

**RECITALS**

**WHEREAS**, the Parties entered into a Facilities Lease, dated April 1, 2020, pertaining to the construction of the Needham Elementary School Modular MPR Project Increment III ("Project") located at located at 420 S. Pleasant Avenue, Lodi, CA 95240 ("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 FIVE MILLION SEVEN HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED FORTY DOLLARS (\$5,785,240).

**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: \_\_\_\_\_, 2021

Dated: \_\_\_\_\_, 2021

LODI UNIFIED SCHOOL DISTRICT

MEEHLEIS MODULAR BUILDINGS, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**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.**