AMENDMENT NO. 3 TO LEASE LEASEBACK DOCUMENTS:

1. FACILITIES LEASE BY AND BETWEEN INDOOR ENVIRONMENTAL SERVICES, AS LESSOR AND SAN LEANDRO UNIFIED SCHOOL DISTRICT AS LESSEE, DATED AS OF MAY 10, 2018.

This Amendment Number Three to Lease Leaseback Documents ("Amendment") is made and entered into this **13th day of November 2018** between Indoor Environmental Services ("Developer" or "Lessor") and the San Leandro Unified School District, a California public school district located in San Leandro, California ("District" or "Lessee") (collectively, the "Parties")

RECITALS

A. WHEREAS, Developer and District entered into the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for construction consisting of modernization of heating, ventilation and air conditioning systems at multiple District school sites. ("Project"):

1. Site Lease by And Between San Leandro Unified School District as Lessor and Indoor Environmental Services as Lessee, dated as of May 10, 2018 ("Site Lease"); and

2. Facilities Lease by And Between Indoor Environmental Services as Lessor and San Leandro Unified School District as Lessee, dated as of May 10, 2018 ("Facilities Lease").

(Collectively, with all incorporated exhibits, the "Lease Leaseback Documents"); and

B. WHEREAS, on July 13, 2018, the Parties amended the Lease Leaseback Documents to include the Roosevelt Elementary School site and the Madison Elementary School site; and

C. WHEREAS, on August 30, 2018, the Parties amended the Lease Leaseback Documents to include the Garfield, McKinley and Muir Elementary School sites to the Scope of Work; and

D. WHEREAS, the Parties would like to add the Bancroft Elementary School site to the Scope of Work as contemplated by the Lease Leaseback Documents; and

E. WHEREAS, it is now the desire and intention of the Parties to amend the Lease Leaseback Documents as set forth below.

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

Except as revised herein, all other provisions of the Lease Leaseback Documents and/or addendum shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Leaseback Documents, the provisions of this Amendment shall control.

THE FOLLOWING CHANGES SHALL BE MADE TO THE FACILITIES LEASE:

1) Exhibit A-8 is added to both the Site Lease and the Facilities Lease (Attachment I)
2) Exhibit B-4 is added to both the Site Lease and the Facilities Lease (Attachment II)
3) Exhibit C-7 is added to the Facilities Lease (Attachment III)
4) Exhibit E-6 is added to the Facilities Lease (Attachment IV)
5) Exhibit F-8 is added to the Facilities Lease (Attachment V)
6) Exhibit G-8 is added to the Facilities Lease (Attachment VI)
7) Exhibit J-8 is added to the Facilities Lease (Attachment VII)
8) Exhibit K-8 is added to the Facilities Lease (Attachment VIII)

ACCEPTED AND AGREED on the date indicated below:

Dated: _____ 2018

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Aaron Kerrigan

Print Title: Director, Facilities & Operations

Dated: _____ 2018

INDOOR ENVIRONMENTAL SERVICES

By: _____

Print Name: Stan Butts

Print Title: President

ATTACHMENT I

EXHIBIT A-8
TO MASTER SITE LEASE AND FACILIITES LEASE

DESCRIPTION OF BANCROFT MIDDLE SCHOOL SITE(S)

1150 Bancroft Ave. San Leandro Ca 94577



ATTACHMENT II

EXHIBIT B-4
TO MASTER SITE LEASE AND FACILITIES LEASE

DESCRIPTION OF PROJECT SITE(S)
AND
DESCRIPTION OF THE PROJECT AT BANCROFT MIDDLE SCHOOL

PROJECT(S) DESCRIPTION:

The project includes the Design and Construction (Design Build) of a complete HVAC System at Bancroft Middle School Located at 1150 Bancroft Ave, San Leandro CA. This work will include Electrical improvements required to support the new HVAC SYSTEMS.

ATTACHMENT III

EXHIBIT C-7
TO
FACILITIES LEASE

PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR BANCROFT MIDDLE SCHOOL SITE

1. Site Lease Payments. As indicated in the Site Lease, Contractor shall pay One Dollar ($1.00) per year to the District as consideration for the Site Lease.

2. Guaranteed Project Cost (or Guaranteed Maximum Price). Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **Two Million Five Hundred Eighty-Three Thousand Eight Hundred Eighteen Dollars ($2,583,818)** ("**Guaranteed Project Cost" or "GPC" or "Guaranteed Maximum Price" or "GMP**"). Except as indicated herein for modifications to the Project approved by the District, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

2.1. Cost to Perform Work.

2.1.1. Subcontract Costs. Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents.

2.1.2. Contractor-Performed Work. Costs incurred by the Contractor for self-performed work.

2.2. General Conditions. The fixed amount to be paid be for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor for insurance (except for general liability insurance), permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly.

2.3. Fees. All fees, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project.

2.4. Allowances. NOT USED

2.5. Bonds and Insurance. One percent. (1%)

2.6. Overhead and Profit. **Nineteen-point five percent. (19.5%)**

2.7. Contingency. The following contingency has been included:

Seventy-Seven Thousand Five Hundred Fifteen Dollars ($77,515)

The contingency amount has been added to the Guaranteed Project Cost and may be used in the District's sole discretion. If the District chooses to utilize all or a portion of the Contingency for any school site, the District shall notify the Contractor in writing in accordance with **Exhibit D** to the Master Facilities Lease. The unused portion of each Contingency amount shall be retained by the District at the end of the Project.

3. Payment of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein.

3.1. Tenant Improvement Payments. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Two Million Three Hundred Twenty-Five Thousand Four Hundred Thirty-Six Dollars ($2,325,436)** ("**Tenant Improvement Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values for the respective school sites and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

3.2. Lease Payments Plus Interest.

3.2.1. Lease Payments will commence when the work on the Garfield Elementary School site is complete. After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E-3**, the District shall pay to Contractor **Two Hundred Fifty-Eight Thousand Three Hundred Eighty-Two Dollars ($258,382)** plus interest, as set forth in section 3.2.5 of this Exhibit.

3.2.2. The District represents that the total annual Lease Payment plus interest obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

3.2.3. Fair Rental Value. District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

3.2.4. Each Payment Constitutes a Current Expense of the District.

3.2.4.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

3.2.4.2. Lease Payments plus interest due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

3.2.4.3. The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

3.2.4.4. The District further covenants to in good faith make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments plus interest that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments plus interest or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

3.2.4.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the

Facilities Lease.

3.2.5. Lease Payment Schedule.

The Lease Payment Amount stated in section 3.2.1 of this Exhibit shall be paid pursuant to the following structure and the annual interest rate shall be at **four-point five percent (4.5%):**

3.2.6. Financed Portion of Lease Payments. The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

Date of Payment	(A) Principal	(B) Interest	Total Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement	**$21,531.83**	**$ 2,368.50**	**$23,900.34**
30 days thereafter	**$21,531.83**	**$ 2,153.18**	**$23,685.02**
30 days thereafter	**$21,531.83**	**$ 1,937.87**	**$23,469.70**
30 days thereafter	**$21,531.83**	**$ 1,722.55**	**$23,254.38**
30 days thereafter	**$21,531.83**	**$ 1,507.23**	**$23,039.06**
30 days thereafter	**$21,531.83**	**$ 1,291.91**	**$22,823.74**
30 days thereafter	**$21,531.83**	**$ 1,076.59**	**$22,608.43**
30 days thereafter	**$21,531.83**	**$ 861.27**	**$22,393.11**
30 days thereafter	**$21,531.83**	**$ 645.96**	**$22,177.79**
30 days thereafter	**$21,531.83**	**$ 430.64**	**$21,962.47**
30 days thereafter	**$21,531.83**	**$ 215.32**	**$21,747.15**
30 days thereafter	**$21,531.83**	**$ (0.00)**	**$21,531.83**
TOTAL	**$258,382**	**$ 14,211.01**	**$272,593.01**

3.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

4. Changes to Guaranteed Project Cost.

4.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable.

4.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.

4.3. Cost Savings. Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's

discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

4.4. Insurance and Bond Reimbursements. At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement.

ATTACHMENT IV

AMENDED EXHIBIT E-6
TO
MASTER FACILITIES LEASE

MEMORANDUM OF COMMENCEMENT DATE

[TO BE ENTERED INTO AFTER CONSTRUCTION IS COMPLETE TO COMMENCE THE LEASE TERM – DO THIS AFTER WORK ON THE BANCROFT SITE IS COMPLETED]

This MEMORANDUM OF COMMENCEMENT DATE is dated _____**, 20__,** and is made by and between **Indoor Environmental Services** ("Contractor"), as Lessor, and the **San Leandro Unified School District** ("District"), as Lessee.

1. Contractor and District have previously entered into a Master Facilities Lease dated as of **May 10, 2018**, (the "Lease") for the leasing by Contractor to District of multiple sites, including the Garfield Elementary School Project Site ("Garfield Site") in San Leandro, CA, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Master Facilities Lease on the Bancroft Site has been completed by Contractor in all respects;

B. That District has accepted and entered into possession of the Bancroft Site and now occupies same; and

C. That the term of the Master Facilities Lease term for the Bancroft Site as referenced in Exhibit C-7, commenced on **_____, 20__** and will expire at 11:59 P.M. on **_____**, 20__.

THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20_____	Dated: _____, 20_____
San Leandro Unified School District	**Indoor Environmental Services**
By: _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____

ATTACHMENT V

EXHIBIT F-8
TO
MASTER FACILITIES LEASE

CONSTRUCTION SCHEDULE FOR BANCROFT SITE

Construction Schedule. The Construction Schedule is as follows:

- It is hereby understood and agreed that assuming the District issues a Notice to Proceed for the Project on or before **April 08, 2019,** then:
    - District shall have Beneficial Occupancy of the Project on or before **June 14, 2019,** and
    - Project Completion shall be on or before **June 14, 2019.**
- In addition to the general parameters above for the Construction Schedule, attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Contractor shall meet.

ATTACHMENT VI

EXHIBIT G-8
TO
MASTER FACILITIES LEASE

SCHEDULE OF VALUES FOR BANCROFT SITE

[TO BE PROVIDED WHEN AVAILABLE]

ATTACHMENT VII

EXHIBIT J-8
TO
MASTER FACILITIES LEASE

PLANS, TECHNICAL SPECIFICATIONS, AND DRAWINGS FOR BANCROFT SITE

[TO BE PROVIDED WHEN AVAILABLE]

ATTACHMENT VIII

EXHIBIT K-8
TO MASTER FACILITIES LEASE

REVISIONS TO CONTRACT DOCUMENTS
(FOR BANCROFT MIDDLE SCHOOL – HVAC)

[MUST BE REVISED / SPECIFIED FOR EACH PROJECT]

[TO BE PROVIDED WHEN AVAILABLE]

MASTER FACILITIES LEASE

Section 3.4 (Operating School): The phasing plan shall be as follows:

- _____
- _____
- _____

Section 3.6 (No Work During Student Testing): The following dates and times apply to this section:

- Each January: Two (2) days (Finals)
- Each March: Two (2) days (CAHSEE)
- Each June: Two (2) days (Finals)
- Each April - May: Ten (10) days (STAR and AP)

EXHIBIT D TO MASTER FACILITIES LEASE

Section 7.3.1 The minimum number of bona fide bids from Subcontractors for a specific trade shall be as follows:

- For Subcontractors on scopes of Work with bids up to One Hundred Thousand Dollars ($100,000):
    - **Three (3) Bids**
- For Subcontractors on scopes of Work with bids One Hundred Thousand One Dollars to Five Hundred Thousand Dollars ($100,001 and above):
    - **Three (3) Bids**

Section 6.2.1 [Staffing Requirement]: The minimum staffing for the Project shall be a competent:

- Project Manager,
- Full-time Construction Superintendent on each active component/project,
- Project Engineer, and
- Project Administrator

Contractor shall provide with its proposal the name and resume for each specific individual that it is proposing for each position. Those persons shall be made available for interviews with the District, if requested

Article 10 – CONTRACTOR'S SUBMITTALS AND SCHEDULES

Item	Description	Due Date
Construction Schedule	Must be in Microsoft Project or Primavera or Equivalent	Within 30 days of District's Notice to Proceed.
Schedule of Values	With all the detail as required in Exhibit D.	Prior to the District's approval of the Contractor's first Application for Tenant Improvement Payment
Shop Drawings		Within 30 days of District's Notice to Proceed.
Safety Plan		Within 30 days of District's Notice to Proceed.
Complete Subcontractor List		Within 30 days of District's Notice to Proceed.
Logistics Plan		Within 30 days of District's Notice to Proceed.

Section 15.1.1.4: The number of days that must be exceeded to claim extra time for "Adverse Weather":

January	**7**	July	**0**
February	**7**	August	**0**
March	**4**	September	**0**
April	**3**	October	**2**
May	**1**	November	**2**
June	**1**	December	**2**