AMENDMENT NO.3 TO LEASE LEASEBACK DOCUMENTS

1. FACILITIES LEASE BY AND BETWEEN JL CONSTRUCTION, AS LESSOR AND SAN LEANDRO UNIFIED SCHOOL DISTRICT AS LESSEE, DATED AS OF April _10_, 2019.

This Amendment to Lease Leaseback Documents ("Amendment") is made and entered into this _15th_ day of January 2020 between JL Construction ("Contractor" 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 new modular classrooms at multiple District school sites. ("Project"):

1. Site Lease by And Between San Leandro Unified School District as Lessor and JL Construction as Lessee, dated as of April _10_, 2019 ("Site Lease"); and

2. Facilities Lease by And Between JL Construction as Lessor and San Leandro Unified School District as Lessee, dated as of April _10_, 2019 ("Facilities Lease").

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

B. WHEREAS, at the time the Facilities Lease was executed, it included only the preconstruction scope of services because the plans and specifications had not been approved by the Division of The State Architect ("DSA"). DSA has now approved the plans and specifications for the Increment One construction scope of work for the Roosevelt Elementary School site; and

C. 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.

1. **EXHIBIT C-2 TO THE FACILITIES LEASE SHALL BE REPLACED WITH AMENDED EXHIBIT C-2, ATTACHED HERETO AS EXHIBIT A.**

2. **EXCLUSIONS AND CLARIFICATIONS FOR THE GUARANTEED PROJECT COST FOR THE ROOSEVELT INCREMENT 1 SITE, ATTACHED HERETO AS EXHIBIT B, SHALL BE ADDED TO EXHIBIT K TO THE FACILITIES LEASE.**

3. **THE LIST OF PLANS AND SPECIFICATIONS THE ROOSEVELT INCREMENT 1 SITE, ATTACHED HERETO AS EXHIBIT C, SHALL BE ADDED TO THE FACILITIES LEASE AS EXHIBIT J-2.**

ACCEPTED AND AGREED on the date indicated below:

Dated: January 15, 2020

SAN LEANDRO UNIFIED SCHOOL DISTRICT

By: _____

Print Name: Aaron Kerrigan

Print Title: Director, Facilities & Operations

Dated: January 15, 2020

JL CONSTRUCTION

By: _____

Print Name: Jeff Luchetti

Print Title: President

EXHIBIT A

AMENDED EXHIBIT C-2
TO
FACILITIES LEASE

PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR ROOSEVELT ELEMENTARY SCHOOL SITE INCREMENT 1

AMENDED EXHIBIT C-2
TO
FACILITIES LEASE

PRELIMINARY SERVICES PAYMENTS, GUARANTEED PROJECT COST AND OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS FOR ROOSEVELT ELEMENTARY SCHOOL SITE

1. Preliminary Services Payments

1.1. If Contractor performs Preliminary Services for the District for the Project(s), the District shall pay to Contractor **One Hundred Fifty-Eight Thousand Nine Hundred Eighty-Eight Dollars ($158,988)** ("**Preliminary Services Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District.

1.2. The Preliminary Services Payment s include all costs and expenses for all time and materials required and expended to provide the specific Preliminary Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Contractor staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Contractor in performance of the Preliminary Services.

1.3. Each Preliminary Services Payment shall be paid within forth-five (45)) days upon submittal to (and verification by) the District of a monthly billing statement showing completion of the billed-for tasks.

2. 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.

3. Guaranteed Project Cost (or Guaranteed Maximum Price) for Increment 1 only. Pursuant to the Facilities Lease, Contractor will cause the Project to be constructed for **One Million Seven Hundred Sixty Thousand One Hundred Sixty-One Dollars ($1,760,161)** ("**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:

3.1. Cost to Perform Work.

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

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

3.2. 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.

3.3. 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.

3.4. Allowances.

- Utility Locator - $3,600
- Contaminated Soil Off Haul - $15,000
- Misc. Demo/Salvage - $7,500
- Landscaping (DG and irrigation sleeves) - $10,000

Any unused allowance or unused portion thereof shall be deducted from the Cost of the Work. The amount to deduct shall be calculated using the steps in the "Changes in the Work" provisions of **Exhibit "D"** to the Facilities Lease including the Deductive Change Order provisions therein.

3.5. Bonds and Insurance. 2.5%

3.6. Overhead and Profit. 8%

3.7. Sitework Contingency. A Contingency of **One Hundred Forty-Five Thousand Eight Hundred Four Dollars ($145,804**) is included in 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, the District shall notify the Contractor in writing in accordance with **Exhibit D** to the Master Facilities Lease. The unused portion of the Contingency shall be retained by the District at the end of the Project.

4. 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.

4.1. Tenant Improvement Payments. Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **One Million Six Hundred Nineteen Thousand Three Hundred Forty-Eight Dollars ($1,619,348)** ("**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 (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

4.2. Lease Payments Plus Interest. After the Parties execute the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**, the District shall pay to **One Hundred Forty Thousand Eight Hundred Thirteen Dollars ($140,813)** ("**Lease Payment(s)**") plus interest, as indicated below.

4.2.1. The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the Project Site and shall be made in equal monthly installments for the duration of the Term.

4.2.2. 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.

4.2.3. 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.

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

4.2.4.1. 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.

4.2.4.2. 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.

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

4.2.4.4. 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 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.

4.2.4.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease.

4.2.5. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **four-point five percent (4.5%):**

Date of Payment	(A) Total Principal Due on Lease Payment	(B) Total Interest Due on Lease Payment	Total Lease Payment (A + B)
30 days after execution of NOC	**$11,734.42**	**$ 1,290.79**	**$13,025.21**
30 days thereafter	**$11,734.42**	**$ 1,173.44**	**$12,907.86**
30 days thereafter	**$11,734.42**	**$ 1,056.10**	**$12,790.52**
30 days thereafter	**$11,734.42**	**$ 938.75**	**$12,703.17**
30 days thereafter	**$11,734.42**	**$ 821.41**	**$12,555.83**
30 days thereafter	**$11,734.42**	**$ 704.07**	**$12,438.49**
30 days thereafter	**$11,734.42**	**$ 586.72**	**$12,321.14**
30 days thereafter	**$11,734.42**	**$ 469.38**	**$12,203.80**
30 days thereafter	**$11,734.42**	**$ 352.03**	**$12,086.45**
30 days thereafter	**$11,734.42**	**$ 234.69**	**$11,969.11**
30 days thereafter	**$11,734.42**	**$ 117.34**	**$11,851.76**
30 days thereafter	**$11,734.42**	**$ 0.00**	**$11,734.42**

4.2.6. 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.

4.3. 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.

5. Changes to Guaranteed Project Cost.

5.1. 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.

5.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J-2** to the Facilities Lease.

5.3. 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.

ATTACHMENT ONE
GMP BREAKDOWN FOR ROOSEVELT SITE INCREMENT 1 ONLY, DATED DECEMBER 6, 2019

JL CONSTRUCTION
JL MODULAR

	Estimate #:	**GMP**			Name:	**Roosevelt Elementary**			Loc:	**San Leandro, CA**
	Bldg Area:				Site Area:				Date:	**12/6/2019**

No.	Description of Work	List Sub	Subs Names	Design Phase	Increment 1	Increment 2	Total
1	General Conditions		JL Construction		125,280	125,280	250,560
1a	Preconstruction Services		JL Construction	143,593			143,593
1b	Architecture Plans & Approvals		JL Construction				0
1c	Survey		MVE		12,740		12,740
1d	Utility Locator				3,600		3,600
1e	Erosion Control				23,000		23,000
1f	Winterization				15,000		15,000
2	Site Protection				5,000		5,000
2a	Earthwork (Grading, Paving, Utilities)		Bay Cities		515,100		515,100
2b	Bay Cities Contingency				50,000		50,000
2c	Contaminated Soil Off Haul		Allowance		15,000		15,000
2d	Foundation Demo/Disposal						0
2e	Lift Station		Bay Cities		63,730		63,730
2f	Additional Mobilizations				7,000		7,000
2g	Misc Demo / Salvage		Allowance		7,500		7,500
2h	Gas Line		Bay Cities / Plumber		57,860		57,860
2i	Landscaping		Allowance		10,000		10,000
2j	Synthetic Turf				12,950		12,950
2j	Rubberized Play Surface		Ross		32,567		32,567
2k	Fencing		Calco		37,465		37,465
2l	Striping				3,000		3,000
2m	Spoils Off-Haul				10,000		10,000
2n	Play Structures		Ross		68,359		68,359
2o	Sand				1,500		1,500
3	Site Concrete		RH Concrete		102,400		102,400
3a	Sidewalk Patch for Utilities		RH Concrete		10,000		10,000
7	Site Caulking		Mastercraft		7,500		7,500
10	Signage				950		950
13	Modular Building					4,780,166	4,780,166
26	Site Electrical		Bockmon & Woody		253,040		253,040
26a	Asphalt Cut/Patch for Electrical				7,500		7,500
27	Low Voltage Systems (Increment 2)						0
	Subtotal			143,593	1,458,041	4,905,446	6,507,080
	Sales Tx				0	0	0
	Total Cost			143,593	1,458,041	4,905,446	6,507,080
	Builders Risk	0.40%		574	5,832	20,196	26,603
	Overhead & Fee	8.00%		11,533	117,110	405,539	534,182
	Insurance	1.10%		1,713	17,391	60,223	79,326
	Bond	1.00%		1,574	15,984	55,350	72,908
	Contingency	10.00%		0	145,804	0	145,804
	Amount Bid			158,988	1,760,161	5,446,753	**7,365,903**

EXHIBIT B

EXCLUSIONS AND CLARIFICATIONS FOR THE GUARANTEED PROJECT COST FOR THE ROOSEVELT INCREMENT 1 SITE

JL CONSTRUCTION

Exclusions

- Permits and fees
- Cost of testing and inspections including Soils Testing for off-haul
- Off-haul of spoils assumes clean soils approved for export to a local dump site; Analytics were provided, however, there was only one sample taken from each site. More samples will likely be needed prior to off-haul of spoils.
- FF&E and relocating existing furniture and equipment
- LEED or CHPS certification
- Removal or handling of contaminated and/or hazardous soils or material
- Petromat demolition in existing AC (if present)
- Commissioning agent
- PG&E and utility fees
- Utility Meters
- New Utility applications and coordination
- Encroachment permit package and fees (we will pick up permit)
- Generator power and fuel; we assume temp power is available onsite
- Design other than for modular buildings. All site design including architectural, civil, landscape, site electrical and low voltage systems are by district's bridging architect and their consultants.
- Cathodic protection
- Off-site improvements
- Work at any existing buildings
- Demolition or removal of any portables (we will demo foundations)
- Overtime, weekend or premium time
- Vapor Emissions System – we will be using a high moisture adhesive
- SWPPP plan, reporting, or monitoring

Clarifications

- WLC placed fire alarm and low voltage drawings in the increment 2 drawing package. we will provide pricing for the wiring and devices in increment 2
- Rubberized Turf is priced as Surface America Poured in Place rubberized surfacing.
- Washington- Phasing is not included at this time.

EXHIBIT C

EXHIBIT J-2

THE LIST OF PLANS AND SPECIFICATIONS THE MCKINLEY SITE

Roosevelt ES Increment 1 Sheets

Index Title

A0.1 General Notes and Product Directory
A0.2 Drawing Index
A0.3 Drafting Symbols and Materials
A0.4 Architectural Drawings Abbreviations
A0.5 Code Analysis
A0.6 Fire Life Safety Plan
A0.7 Site Accessibility Plan
A0.8 Exiting Analysis

Index Civil

C1.0 Cover Sheet
C1.1 Layout Plan
C2.1 Demolition Plan
C2.2 Demolition Plan
C3.1 Grading and Pavement Plan
C3.2 Grading and Paving Plan
C4.1 Utility Plan
C4.2 Utility Plan
C5.0 Erosion Control Plan
C6.0 Details
C6.1 Details
C7.0 Notes

Index Landscape

L1.1 Site Construction
L2.1 Construction Details
L2.2 Construction Details

Index Architectural

A1.0 Overall Demolition Plan
A1.1 Site Plan
A1.2 Fencing Plan

Index Architectural Details

10.1 Specialty Details

Index Plumbing

P1.0 Gas Site Plan

Index Electrical

E-001 Electrical Legend and Abbreviations
E-002 Electrical Sheet Specifications
ES-101 Site Electrical Plans
ES-501 Site Electrical Details
EP-601 Power Diagrams and Schedules
ET-601 Telecomm Diagrams and Schedules

Roosevelt Increment 1 Specification Table of Contents

Specification Group

General Requirements Subgroup

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01 11 00 Summary of Work
01 20 00 Price and Payment Procedures
01 25 13 Product Substitution Procedures
01 31 00 Submittal Procedures
01 32 17 Construction Schedule – Bar Chart
01 33 00 Submittal Procedures
01 35 16 Alteration Project Procedures
01 42 19 Reference Standards
01 43 00 Quality Assurance
01 45 29 Testing Laboratory Services
01 50 00 Temporary Facilities and Controls
01 61 00 Product Requirements
01 71 23.16 Construction Surveying
01 73 00 Execution Requirements
01 73 29 Cutting and Patching
01 74 19 Construction Waste Management and Disposal
01 77 00 Closeout Procedures

Specification Group

Facility Construction Subgroup

Division 02 Existing Conditions

02 40 00 Demolition
02 41 16 Building Demolition

Division 03 Concrete

03 11 00 Concrete Formwork 3
03 20 00 Concrete Reinforcing 2

Division 04 Masonry

Not Used

Division 05 Metals

Not Used

Division 06 Wood, Plastics, and Composites

By Modular Building Manufacturer

Division 07 Thermal and Moisture Protection

07 92 00 Joint Sealants 4

Division 08 Openings

Not Used

Division 09 Finishes

09 90 00 Painting

Division 10 Specialties

10 14 00 Signage

Division 11 Equipment

11 68 13 Play Equipment and Surfacing

Division 12 Furnishings

Not Used

Division 13 Special Construction

Not Used

Division 14 Conveying Equipment

Not Used

Division 15 To 19 Reserved

Not Used

Specifications Group

Facility Services Subgroup

Division 20	**Reserved**
Not Used	
Division 21	**Fire Suppression**
Not used	
Division 22	**Plumbing**
22 00 00	Plumbing
Division 23	**Heating, Ventilating, and Air Conditioning**
Not Used	
Division 24	**Reserved**
Not Used	
Division 25	**Integrated Automation**
Not Used	
Division 26	**Electrical**
26 05 00	Common Work Results for Electrical
26 05 19	Low-Voltage Electrical Power Conductors and Cables
26 05 26	Grounding and Bonding for Electrical Systems
26 05 29	Hangers and Supports for Electrical Systems
26 05 33	Raceways and Boxes
26 05 44	Sleeves and Sleeve Seals For Electrical Raceways and Cabling
26 05 48.16	Seismic Controls for Electrical Systems
26 05 53	Identification for Electrical Systems
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Not Used	
Division 29	**Reserved**
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Specifications Group

Site and Infrastructure Subgroup

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Not Used	
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32 13 14	Landscape Concrete
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33 10 00 Water Utilities
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33 30 00 Sanitary Sewerage Utilities
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Division 34 Transportation

Not Used

Division 35 Waterway and Marine Construction

Not Used

Division 36 TO 39 Reserved

Not Used

Specifications Group

Process Equipment Subgroup

Division 40 Process Integration

Not Used

Division 41 Material Processing and Handling Equipment

Not Used

Division 42 Process heating, Cooling, and Drying Equipment

Not Used

Division 43 Process Gas and Liquid Handling, Purification, and Storage

Not Used

Division 44 Pollution Control and Waste Equipment

Not Used

Division 45 Industry-Specific Manufacturing Equipment

Not Used

Division 46 Industry-Specific Manufacturing Equipment

Not Used

Division 47 Industry-Specific Manufacturing Equipment

Not Used

Division 48 Electrical Power Generation

Not Used

Division 49 Reserved

Not Used