

**AMENDMENT NO. 1**

(Lease-Leaseback Agreement \_\_\_\_\_ Project)

This Amendment No. 1 (“Amendment”) to the Lease-Leaseback Agreement (which is comprised of the Site Lease, Sublease, and Construction Services Agreement, collectively referred to as the “Lease-Leaseback Agreement”) between Berkeley Unified School District (“District”) and \_\_\_\_\_, LLC (“Contractor”) is hereby amended as follows:

**WHEREAS**, District and Contractor entered into the Lease-Leaseback Agreement for the \_\_\_\_\_ Project on or about December 9, 2021, which included a Site Lease, Sub Lease and Construction Services Agreement (collectively, “the Agreement”);

**WHEREAS**, District obtained final DSA approval for all plans and specifications for the Project and the Contractor has performed value engineering and preconstruction services in connection therewith;

**WHEREAS**, the Contractor submitted a final Guaranteed Maximum Price (“GMP”) for the Project which was approved by the District Governing Board at its \_\_\_\_\_, 20\_\_ regular meeting;

**WHEREAS**, the Agreement requires updating to include the GMP.

**NOW THEREFORE, DISTRICT AND CONTRACTOR AGREE AS FOLLOWS:**

1. All references to the GMP in the Agreement shall include the GMP dollar amount of \$\_\_\_\_\_ (\$\_\_\_\_\_). The GMP is itemized in the GMP Summary, which is attached hereto and incorporated herein as Exhibit A to this Amendment.
2. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. If any provision of this Amendment shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Amendment or the Lease-Leaseback Agreement.
3. This Amendment may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed an original and all of which shall constitute one and the same instrument.
4. In the event of any inconsistency between the terms of this Amendment and the Lease-Leaseback Agreement, the terms of this Amendment shall control.

CONTRACTOR

\_\_\_\_\_

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

Name \_\_\_\_\_

Title \_\_\_\_\_

DATE: \_\_\_\_\_

DISTRICT:

**BERKELEY UNIFIED SCHOOL DISTRICT**

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

Name \_\_\_\_\_

Title \_\_\_\_\_

DATE: \_\_\_\_\_

