AMENDMENT NO. 7 TO MASTER FACILITIES LEASE BETWEEN LATHROP CONSTRUCTION ASSOCIATES AND ALAMEDA UNIFIED SCHOOL DISTRICT FOR MEASURE B KOFMAN THEATER STAGE UPGRADES PROJECT

This Amendment No. 7 to the Master Facilities Lease entered on August 25, 2026, between **Lathrop Construction Associates, Inc.** ("**Developer**" or "**Lessor**") and the **Alameda Unified School District**, a California public school district located in Alameda, California ("**District**" or "**Lessee**") ("**Amendment").** The District and Developer may be referred to Individually as a "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Parties executed the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for the construction of stage upgrades at Kofman Theater (located at Alameda High School): ("**Project**"):

1. Master Site Lease between Alameda Unified School District as Lessor and Lathrop Construction Associates, Inc. as Sublessee, dated November 14, 2023 ("**Site Lease**"); and

2. Master Facilities Lease between Lathrop Construction Associates, Inc. as Lessor and Alameda Unified School District as Sublessee, dated as of November 14, 2023 "**Facilities Lease**") (the Site Lease and Facilities Lease may be collectively referred to with all incorporated exhibits as "**Lease Leaseback Documents**"); and

WHEREAS, the scope of work at the time the Facilities Lease was executed was limited to preliminary services for the Project in the amount of $24,000 and

WHEREAS, on June 25, 2024, the Parties amended the Lease-Leaseback Documents to include the construction of stage upgrades at Kofman Theater in the amount of $3,215,835; and

WHEREAS, on December 16, 2024, the Parties further amended the Lease-Leaseback Documents to changes as outlined in the attached Change Order 001 in the amount of $107,302; and

WHEREAS, on March 25, 2025, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 002 in the amount of $98,686; and

WHEREAS, on June 10, 2025, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 003 in the amount of $46,959; and

WHEREAS, on December 9, 2025, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 004 in the amount of $28,660; and

WHEREAS, on March 10, 2026, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 004 in the amount of $58,596; and

WHEREAS, it is now the desire and intention of the Parties to further amend the Lease-Leaseback Documents by incorporating the following changes as outlined in the attached Change Order 006 in the amount of $20,087; and

WHEREAS, the total contract price for the Project, including this amendment, is as follows:

Project Cost Summary	
Scope of Work	**Amount**
Preliminary Services	$24,000
Construction of Kofman Theater stage upgrades	$3,215,835
Change Order 001	$107,302
Change Order 002	$98,686
Change Order 003	$46,959
Change Order 004	$28,660
Change Order 005	$58,596
Change Order 006	**$20,087**
Total	**$3,600,125**

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 C-7** shall be added to the Facilities Lease and shall replace Exhibit C-5. A copy of Exhibit C-7 is attached hereto as **Attachment 1** to this Amendment.

2. **Exhibit G-7** shall be added to the Facilities Lease, a copy of which is attached hereto as **Attachment 2** to this Amendment.

3. The Parties acknowledge that this Amendment No. 7 is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment No. 7, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.

4. All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 7 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 7 shall control.

5. This Amendment constitutes the entire agreement between the Parties related to the specific subject matter covered herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No extrinsic evidence whatsoever shall be admissible to supplement or vary the terms of this full and completely integrated written agreement. This Amendment may be amended or modified only by a written instrument executed by both Parties.

ACCEPTED AND AGREED on the final date indicated below:

ALAMEDA UNIFIED SCHOOL DISTRICT

Date: August 18, 2026

Ruth Boyd
Ruth Boyd (08/18/2026 14:35:14 PDT)

By: ______________________
Ruth Boyd
Project Manager

Date: August 18, 2026

SKhan
Shariq Khan (08/18/2026 12:06:39 PDT)

By: ______________________
Shariq Khan
Assistant Superintendent, Business Services

Date: August 25, 2026

By: ______________________
Ryan LaLonde
President, Board of Education

LATHROP CONSTRUCTION ASSOCIATES, INC.

Date: August 18, 2026

By: ______________________
Anthony Reed
Vice President

ATTACHMENT 1

EXHIBIT C-7 TO FACILITIES LEASE

EXHIBIT C-7
TO
FACILITIES LEASE

KOFMAN THEATER STAGE UPGRADES

GUARANTEED PROJECT COST AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS

1. Preliminary Services Payments. The terms and conditions pertaining to the payment for Preliminary Services, if any, under the Facilities Lease, are set forth in the Agreement for Preliminary Services (**Exhibit L** to the Facilities Lease).

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 until the expiration or early termination of the Site Lease and/or the Facilities Lease.

3. Guaranteed Project Cost (or Guaranteed Maximum Price). Pursuant to the Facilities Lease, will cause the Project to be constructed for **Three Million Five Hundred Seventy-Six Thousand One Hundred Twenty-Five Dollars ($3,576,125)** (“**Guaranteed Project Cost” or “GPC” or “Guaranteed Maximum Price” or “GMP”**). Except as indicated herein for modifications to the Project approved by the District pursuant to **Exhibit D**, or by written amendment, 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 plus Interest 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. The final, contracted-for amount between the Contractor and each Subcontractor shall be the exact amount that is put into the final GPC, after all leveling between trades and subcontractors and without any added allowances or contingencies, unless specifically identified and approved, in advance, by the District.

3.1.2. **Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work, if approved in advance by the District and procured pursuant to the Contract Documents.

3.2. General Conditions. The fixed amount to be paid 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 (except for insurance); all fees, permits, 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; 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. The General Conditions for this Project total **$226,676**.

3.3. Bonds and Insurance. **$67,368**

3.4. Overhead and Profit. **$138,104**

3.5. Contingency. **NOT USED**

~~3.5.1. A contingency of ___________________________________ **($_________________)** ("**Contingency**") is included in the Guaranteed Project Cost and may be used at the Contractor's request only upon obtaining the District's prior written approval. Prior to requesting the payment for any portion of the Contingency, Contractor must submit to the District a written request for the Contractor's use of the Contingency that shall include a description of the requested use of the Contingency and why it is necessary to complete the Project with sufficient detail and, if necessary, substantiation enabling the District to determine that the proposed use of the Contingency covers one of the items below. The Contingency shall only be for the following items:~~

3.5.1.1. ~~Scope gaps;~~

3.5.1.2. ~~Costs to address unforeseen safety items not contemplated by the Parties at the time of the execution of the Contract;~~

3.5.1.3. ~~Construction associated with the refinement of incomplete design information within the Plans and Specifications that could have been identified and corrected prior to the District's issuance of the solicitation for this Project as part of a reasonable constructability review of the Documents on which the Guaranteed Project Cost is based; provided that the incomplete design information could not have been identified by Contractor's constructability review during Preliminary Phase, if any constructability review was performed by Contractor;~~

3.5.1.4. ~~Damage that has occurred between trades during construction, excluding (a) costs of repairing or correcting Work damaged or improperly executed by workers, (b) work that was improperly or incorrectly performed by Contractor or its subcontractors or suppliers, or (c) damage that is covered by Contractor's or Subcontractor's insurance, excluding the District's insurance; or~~

3.5.1.5. ~~Other items requested by the Contractor if approved by the District and in the District's sole discretion.~~

3.5.2. ~~The Contingency shall only be used:~~

3.5.2.1. ~~Upon Contractor demonstrating that the item was not otherwise in its or its Subcontractors' pricing for the Project; and~~

3.5.2.2. ~~Only if the cost of the Work is not recoverable by Contractor from any other available funding source, including, without limitation, from others, by insurance or otherwise.~~

~~3.5.3. Contractor shall prepare documents for its use of Contingency through the "Changes in the Work" section of **Exhibit D**. Any PCO shall identify that Contractor shall be compensated out of the Contingency. The Contractor is entitled to mark-up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in **Exhibit D)** when it uses the Contingency, but only if the Contractor did not include the Contingency amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.~~

3.5.4. ~~If Contractor depletes the Contingency, any costs for items referenced in this "Contingency" section shall be at the Contractor's sole expense.~~

3.5.5. ~~The unused portion of the Contingency shall be retained by the District at the end of the Project.~~

3.6. Allowances. An allowance of **Two Hundred Thousand Dollars ($200,000)** has been included in the GPC for the sole purpose of furnishing a production light fixtures package for the stage. An additional allowance of **One Hundred Fifteen Thousand Six Hundred Forty-Eight Dollars ($115,648)** has been included in the GPC for the sole purpose of furnishing a new main theater stage drape.

3.6.1 Prior to requesting the payment for any use of an Allowance, Contractor must submit to the District a written request for the Allowance that shall include a description of the requested use of the Allowance and why it is necessary to complete the Project.

3.6.2 Contractor shall prepare documents for its use of an Allowance through the “Changes in the Work” section of Exhibit D. Any PCO shall identify that Contractor shall be compensated out of an Allowance. The Contractor is entitled to mark-up its pricing in the same structure it can for a Change Order (see the “Format for Proposed Change Order” section in Exhibit D) when it uses an Allowance, but only if the Contractor did not include the Allowances amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.

3.6.3 The unused portion of the Allowances 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 **Three Million Four Hundred Eleven Thousand Three Hundred Eighty-Seven Dollars ($3,411,387)** (“**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. Thirty (30) days after the Parties execute the Memorandum of Commencement Date attached to the Facilities Lease as **Exhibit E** and the Contractor has completed and satisfied the conditions indicated below, the District shall pay to Contractor **One Hundred Sixty-Four Thousand Seven Hundred Thirty-Eight Dollars ($164,738)** (“**Lease Payment(s)**”) plus interest, as indicated below.

4.2.1. It is the intent of the Parties that the Lease Payments plus interest will be kept from the Contractor’s final payment application(s), including payment application(s) seeking payment of any Retention held pursuant to the Contract Documents.

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

4.2.3. 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.

4.2.4. **Fair Rental Value**. District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the lease term in 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.

4.2.5. **Each Payment Constitutes a Current Expense of the District.**

4.2.5.1. 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.

4.2.5.2. 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.

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

4.2.5.4. 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.

4.2.5.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease, but the District may elect to buyout the Facilities Lease as provided for herein.

4.2.6. **Timing of Lease Payments.** The first Lease Payment is due only after the following conditions have been completed and satisfied:

4.2.6.1. The Final Tenant Improvement Payment has been paid;
4.2.6.2. All applicable Retention (less the Lease Payments) has been paid pursuant to the terms of the Contract Documents;
4.2.6.3. The Parties have executed the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**; and
4.2.6.4. The Contractor has provided a duly completed and executed "**Unconditional Waiver and Release upon Final Payment**" compliant with Civil Code section 8138 from all subcontractors of any tier and suppliers that each has been paid all amounts owing to it from the Contractor for all work on the Project.

4.2.7. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **4.5 percent**. To the extent that the Term runs into a subsequent calendar year, the interest rate shall not adjust, unless agreed upon by the District in writing.

Date of Payment	(A) Lease Payments	(B) Interest Due on Lease Payment	Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement and the above conditions have been completed and satisfied	$13,728.16	$602.97	$14,331.13
30 days thereafter	$13,728.16	$553.75	$14,281.91
30 days thereafter	$13,728.16	$504.35	$14,232.51
30 days thereafter	$13,728.16	$454.76	$14,182.92
30 days thereafter	$13,728.16	$404.98	$14,133.14
30 days thereafter	$13,728.16	$355.02	$14,083.18
30 days thereafter	$13,728.16	$304.87	$14,033.03
30 days thereafter	$13,728.16	$254.53	$13,982.69
30 days thereafter	$13,728.16	$204.01	$13,932.17
30 days thereafter	$13,728.16	$153.29	$13,881.45
30 days thereafter	$13,728.16	$102.38	$13,830.55
30 days thereafter	$13,728.16	$51.29	$13,779.45
TOTAL	**$164,737.94**	**$3,946.19**	**$168,684.14**

4.2.8. **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. Any change to the Guaranteed Project Cost shall not affect the Lease Payments, nor the interest rate, unless expressly agreed upon by the District in writing.

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** 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.

5.4. 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.

6. Future Buyout of Facilities Lease. The District may choose to buyout the Lease Payments in a lump sum during the term of the Facilities Lease. The Parties agree that any buyout will be memorialized in writing and serve to terminate the Site Lease and the Facilities Lease and will reduce the interest owed based on the time of the buyout. Under no circumstances can this buyout occur until at least sixty (60) days after Project Completion or the Execution of the Memorandum of Commencement Date, whichever is later. In no event shall any buyout increase the total amount of Lease Payment amounts, plus interest in excess of the amounts included in the Project's Guaranteed Project Cost.

ATTACHMENT 2

EXHIBIT G-7 TO THE FACILITIES LEASE

SUMMARY OF CHANGE ORDER

AMENDMENT 7 - CHANGE ORDER LOG

PROJECT Kofman Stage Upgrades
DISTRICT AUSD
CONTRACTOR Lathrop Construction
IOR Romer Panaguiton & Andrew J. Washington

PCCO #	Description	PCO #	PCO Amount
006	**Remove Rivets** Cost to remove existing steel rivets in the way of the new fire curtain. (unforeseen condition)	57	$10,525.10
006	**Correct Voids at Balcony Carpet** Cost to patch carpet voids existing at the balcony. (AUSD request)	50	$3,879.43
006	**Add structural support at existing floor hatch** Cost to add a support at the control booth floor hatch for safety.	59	$592.96
006	**Modify battens due to conflict with pin rail** Cost to shorten the battens as the existing pin rail clashed with them. (existing condition).	60	$5,089.75
		TOTAL:	$20,087.24