

**FIFTH AMENDMENT TO FACILITIES LEASE BY
AND BETWEEN
TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT
AND CORE CONSTRUCTION, INC.**

This Amendment to the Facilities Lease ("Amendment") is made and entered into on **May 19, 2021** ("Effective Date") by and between the **Tahoe Truckee Unified School District** ("District") and **CORE Construction, Inc., dba CORE Construction Management** ("Developer") (collectively, the "Parties") as follows:

RECITALS

WHEREAS, the Parties entered into a Facilities Lease, dated **April 3, 2019**, pertaining to the **Truckee High School Modernization Increment 2 Project** ("Project") at Truckee High School located at 11725 Donner Pass Road, Truckee, CA 96161, ("Project Site");

WHEREAS, the Parties entered into First Amendment to the Facilities Lease, entered into on **June 5, 2019**, to revise documents and allowances, and list the clarifications that are the basis for the GMP;

WHEREAS, the Parties entered into Second Amendment to the Facilities Lease, entered into on **June 20, 2019**, to revise documents and allowances, and list the clarifications that are the basis for the GMP;

WHEREAS, the Parties entered into Third Amendment to the Facilities Lease, entered into on **May 5, 2021** to extend the Contract Time **Six-Hundred and Ninety-Three (693) calendar days**, commencing on **June 5, 2019** and ending with completion of the Work, which will occur no later than **April 28, 2021** ("Contract Time").; and

WHEREAS, the Parties entered into a Fourth Amendment to the Facilities Lease, entered into on **May 19, 2021**, to amend and supplement the Facilities Lease to among other things, establish a Guaranteed Maximum Price for the Project of **THIRTY-THREE MILLION, SIX HUNDRED AND TWENTY-FOUR THOUSAND, SEVEN HUNDRED AND FORTY-EIGHT DOLLARS (\$33,624,748)**.

WHEREAS, the Parties now desire to change the designation of the funds withheld for Retention in the amount of **\$1,000,000** to the Loan Amount for Lease Payments.

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section I. Amendments, Supplements, Waivers, and Exhibits to Facilities Lease

1. The Parties hereby agree that all of the above recitals are true and correct.
2. To the extent such failure to withhold funds for the Lease Payments constitutes a default or event of default under the Facilities Lease, the parties hereby waive such default or event of default; however, the obligation to withhold funds for the Lease Payments has not been waived.
3. Notwithstanding anything in the Facilities Lease to the contrary, the Parties agree the District may change the designation of the funds withheld for Retention in the amount of **\$1,000,000** to the Loan Amount for Lease Payments.

Section II. All Other Provisions Reaffirmed; Miscellaneous.

All representations, covenants, warranties and other provisions of the Facilities Lease (including the right to exercise the Purchase Option and Payment of the Option Price in accordance with Section 5 of the Facilities Lease) remain in full force and effect and are hereby reaffirmed. If there is any conflict between this Amendment and any provision of the Facilities Lease, the provisions of this Amendment shall control. Capitalized terms used, but not defined herein, shall have the meanings ascribed thereto in the Facilities Lease. This Amendment shall be governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California. Each Party represents that the person executing and delivering this Amendment is duly authorized to do so. This Amendment may be executed in counterparts, each of which shall be deemed an original and, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Amendment 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

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT

By: _____

Mrs. Carmen Diaz Ghysels

Superintendent/CLO

Dated: _____, 2021

CORE Construction, Inc., dba CORE Construction Management

By: _____

Mr. Seth Maurer

President