

Amendment to the Lexington Middle School and High School Project Construction, Management and Lease Agreement

This Amendment ("Amendment") to the Lexington Middle School and High School Project Construction, Management and Lease Agreement ("Agreement") is made and entered into by and between the Lexington Community Facilities Agency ("Agency"), Dawson County School District No. 24-0001, commonly known as Lexington Public Schools ("School District"), and the City of Lexington, Nebraska ("City").

WHEREAS, the parties entered into the Agreement on February 14, 2012; and

WHEREAS, the parties are desirous of amending the terms of said Agreement to reflect certain additional agreements reached by the parties with respect to the Project.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged and, intending to be legally bound, the parties hereto agree as follows:

Paragraph 2.B. is amended to read as follows:

B. School District's Contribution. The School District shall contribute an amount not to exceed \$7,750,000. The School District's contribution shall be used to fund construction costs of the classrooms, gymnasium, kitchen, cafeteria and auditorium commons area at or near Lexington Middle School and the addition to the cafeteria and west gymnasium commons area at Lexington High School.

Paragraph 2.C. is amended to read as follows:

C. City's Contribution. The City shall contribute funding support, monetary and/or in-kind, to assist in utility relocations, parking facilities, paving, street and curb work, groundwork and landscaping including, but not necessarily limited to, the following: payment of \$125,000 on or before July 1, 2013; payment of \$125,000 on or before July 1, 2014, payment of \$125,000 on or before July 1, 2015; payment of \$125,000 on or before July 1, 2016. The City shall be permitted to make additional contributions, monetary and/or in-kind upon agreement of the parties.

Paragraph 9.A. is amended to read as follows:

A. The first payment of basic rent shall be made by the School District on or before March 30, 2012 in the sum of \$2,000,000. The School District shall also pay as basic rent a sum equal to the total periodic construction progress for construction of the classrooms, gymnasium, kitchen, cafeteria and auditorium commons area at or near Lexington Middle School and the addition to the cafeteria and west gymnasium commons area at Lexington High School, as approved and recommended by the Project Architect. The final payment shall be due no later than August 31, 2015. In no event shall the School District's total payment of basic rent exceed \$7,750,000.

All other terms and conditions of the Agreement shall remain the same.

Executed and delivered this ____ day of February, 2013.

CITY OF LEXINGTON, NEBRASKA

Mayor

Executed and delivered this 11th day of February, 2013.

**DAWSON COUNTY SCHOOL
DISTRICT NO. 24-0001**

President, Board of Education

Executed and delivered this 12th day of February, 2013.

**LEXINGTON COMMUNITY
FACILITIES AGENCY**

Chairperson, Agency Board

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