



Third Amendment to Installation Contract

Contract No.: _____

This Third Amendment to Installation Contract (the "Third Amendment") is made as of the ___ day of December, 2023, by and between Performance Services, Inc. ("PSI") and Community Unit School District 200 ("Owner") with respect to that certain Installation Contract entered into by and between PSI and Owner, dated December 9, 2021, as amended, in the amount of Sixteen Million One Hundred Forty-Five Thousand Nine Hundred Eighty-One and 00/100 Dollars (\$16,145,981.00) (the "Installation Contract"). All capitalized terms contained herein and not otherwise defined shall have the meaning ascribed to them in the Installation Contract.

PSI and Owner hereby agree that the Installation Contract shall be amended as follows:

Pursuant to the terms of Section 10 of the Installation Contract, Owner desires to modify the Scope of Work as illustrated on the attached Exhibit "A" (the "Improvement List") in the amount of Five Million Six Hundred Fifty-Three Thousand Six Hundred Forty-Five and 00/100 Dollars (\$5,653,645.00) (the "Improvement List Price") and the Performance Guarantee, attached hereto as Exhibit "B". Therefore, the Contract Price of the Installation Contract is hereby amended to Twenty-One Million Seven Hundred Ninety-Nine Thousand Six Hundred Twenty-Six and 00/100 Dollars (\$21,799,626.00). After execution of this Amendment, PSI and Owner shall agree on a commencement and completion date for the Work, which shall not be altered except by written agreement by the Owner ("Contract Time").

All other terms and provisions of the Installation Contract shall remain in full force and effect.

"OWNER":

**COMMUNITY UNIT SCHOOL
DISTRICT 200**

By: _____
Printed/Title: _____

"PSI":

PERFORMANCE SERVICES, INC.

By: _____
Printed/Title: _____