

; <W, =HERE3<RE, in consideration of the #romises, agreements, co-enants, and other -al 'a le consideration made herein, the s' fficiency of !hich is here y ac\$no ! ledged, the #arties agree as follo ! s>

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=his contains the %asic =erms of this Lease et ! een the Lessor and Lessee named elo !? <ther Sections of the Lease referred to in this e2#lain and define the %asic =erms and are to e read in con/' nction ! ith the %asic =erms?

1?1? > "*****"

1?2? > Sacramento City Unified School District ()Lessor)*

1?1? "*****"

Lessor shall e re#resented ! ith res#ect to the o ligations herein y the S'#erintendent of the District, or any other #erson a'thori6ed y the %oard of =r'stees of the District to act on its ehalf ! ith res#ect to this Lease? =he #erson or #ersons so designated y Lessor shall e a'thori6ed in ! riting, and notice shall e ser-ered on Lessee at the address stated herein for notice? Lessor shall #ro-ide s'ch notice designating its A'thori6ed Re#resentati-e ! ithin fi-e (@* 'siness days of the f' ll and final e2ec' tion of this Lease?

1?A > =%D, a California Cor#oration (0Lessee1*

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Lessee shall e re#resented ! ith res#ect to the o ligations herein y the #erson or #ersons a'thori6ed y Lessee4s go-erning oard to a

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Unless the beginning or end of the Lease term is changed under any provision of this Lease?

2.2 This Lease shall commence on the date that this Lease is fully and finally executed by all parties. However, if the Facilities Lease between Lessor and Lessee is not fully executed within three (3) business days after the full and final execution of this Lease, this Lease shall immediately terminate. This Lease shall survive, if not canceled, extended, or terminated earlier in accordance with its provisions and/or the provisions of the Facilities Lease, on the date upon which Lessor takes title to the premises pursuant to that certain Facilities Lease between the Lessor and Lessee, of even date here with (Facilities Lease)*?

2.2A 5. Lessee shall vacate the Site upon the expiration or earlier termination of this Lease. Lessee shall reimburse Lessor for, and indemnify Lessor against, all damages which Lessor incurs arising from or related to Lessee's delay in vacating the Site?

2.2B 7. The leasing of the Site by the Lessee to the Lessor pursuant to the Facilities Lease between Lessor and Lessee shall not affect or result in a merger of Lessor's interest under the Facilities Lease and its fee estate in the Site, and Lessor shall continue to have and hold its fee interest in the Site throughout the term of this Lease and the Facilities Lease. Lessee shall continue to have and hold a leasehold estate in the Site pursuant to this Lease and throughout the term hereof. As to the Site Lease, the Facilities Lease shall be deemed to constitute a sublease?

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A.1 " & ? Subject to the provisions of this Lease, Lessee shall pay Lessor the Base Rent (Rent)*, in annual installments, without offset, deduction or prior demand on the first business day of each 6-1.7465(17(o)3.15789(t)-2.53586(.9

comes due and payable, not no later than the last business day on which the
Additional Rent can be paid without incurring additional costs or penalties?

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8?8?: " * &) - 3or e2isting im#ro-ements, Lessor shall maintain #ro#erty ins'rance co-ering loss or damage to the Site in the f'll amo'nt of its re#lacement -al'e?

8?8?7 " & ") ? Lessee and Lessor shall #ay all #remi'ms for the ins'rance #olicies descri ed in 2-2 no later than the d'e date? Lessee shall deli-er to Lessor a certificate of ins'rance, incl'ding any re+'ired Additional ,ns'red Endorsements and Wai-ers of S' rogation, e2ec'ted y an a'thori6ed officer of the ins'rance com#any, sho!ing that the ins'rance !hich Lessee is re+'ired to maintain 'nder this Section is in f'll force and effect and containing s'll other information !hich Lessor reasona ly re+'ires?

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Hazardous Materials? Lessee shall have no responsibility or liability for Hazardous Materials that are existing on the Site or that are brought to the Site by others for whom Lessee is not liable?

to the fullest extent permitted by law, the Lessor shall defend, indemnify and hold harmless the Lessee, its subcontractors, suppliers, contractors, consultants, and their respective agents and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting

needed. If any portion of the Site or any system or equipment in the Site, which Lessee is obligated to repair cannot be fully repaired or restored, Lessee shall promptly replace such portion of the Site or system or equipment in the Site, regardless of whether the benefit of such replacement extends beyond the Lease term. If any part of the Site is damaged by any act or omission of Lessee, Lessee shall pay the cost of repairing or replacing such damaged property, except to the extent such damage is covered by any insurance required under this Lease and Lessee shall pay the deductible for any such insurance coverage. It is the intention of Lessor and Lessee that at all times Lessee shall maintain the portions of the Site in accordance

C?2?A ,f Lessee abandons the Site?

C?2?8 ,f Lessee 'nreasona ly ref'ses or fails to #rosec'te the !or\$ 'nder the 3acilities Lease !ith s'ch reasona le diligence as !ill accom#lish its com#letion !ithin the time s#ecified or any e2tension thereof, or 'nreasona ly fails to com#lete said !or\$! ithin s'ch time?

C?2?@ ,f Lessee sho 'ld e ad/'dged a an\$r' #t, or file for an\$r' #tcy, or if Lessee sho 'ld ma\$e a general assignment for the enefit of its creditors, or if a recei-er sho 'ld e a##ointed on acco 'nt of its insol-ency, #ro-ided that s'ch condition descri ed in this s' section is not corrected or c'red ! ithin thirty (A9* days?

C?2?: ,f Lessee #ersistently disregards any a##lica le la ! or reg' lation related to the Site or related to its lease or occ' #ancy of the Site?

C?A)' & - Lessor shall e in material defa'lt 'nder this Lease if Lessor fails to o ser-e and #erform any co-enant, condition, or agreement in this Lease on its #art to e o ser-ed or #erformed for a #eriod of thirty (A9* days after Lessee #ro-ides !ritten notice s#ecifying s'ch fail're and re+'esting that it e remedied. #ro-ided, ho ! e-er, if the fail're stat

Lessee's default under this Lease? Lessor's remedies shall be cumulative, and the exercise of any one or more shall not pre-empt it from exercising any other right or remedy for Lessee's default?

C8.2 ; - Whenever any event of default by Lessor shall have occurred and be continuing 'nc' red for a period of

or municipal administrative body which, if determined adversely to Lessor or its interests, would have a material and adverse effect upon Lessor's ability to consummate or perform the transactions and obligations contemplated by, or validity of, this Lease or the Facilities Lease? Lessor is not in default with respect to any order or decree of any court or any order, regulation, or demand of any federal, state, or municipal

in no way define, limit, or describe the scope or intent of any provisions or Sections of this Lease. Whenever required by the content of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Lessee, the term Lessee shall include Lessee's agents, employees, contractors, invitees, successors or others using the Site with Lessee's express or implied permission. It is agreed and acknowledged by the parties hereto that the provisions of this Lease have been arrived at through negotiation, and

act or transaction of Lessor or s'ch other #erson. or (c* necessary to #rotect Lessee's interest 'nder this Lease in a an\$'r'#tcy #roceeding, or other #roceeding 'nder =itle 11 of the United States Code, as amended? Lessor shall defend Lessee against any s'ch claim or action at Lessor's e2#ense ! ith co'nseal reasonably acce#ta le to Lessee?

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Sacramento City Unified School District

A school district organized and existing under the laws of
the State of California

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 ,nsert ; ame and =itle

Date> _____

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