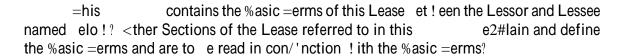


1?



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-ed 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\*

=%D

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

1?@ > ! !

'nless the eginning or end of the Lease =erm is changed 'nder any #ro-ision of this Lease?

- ? =his Lease shall commence on the date that this Lease is f'lly and finally e2ec'ted y all #arties? Ho!e-er, if the 3acilities Lease et!een Lessor and Lessee is not f'lly e2ec'ted! ithin three (A\* 'siness days after the f'll and final e2ec'tion of this Lease, this Lease shall immediately terminate? =his Lease shall e2#ire, if not canceled, e2tended, or terminated earlier in accordance! ith its #ro-isions and5or the #ro-isions of the 3acilities Lease, on the date '#on! hich Lessor ta\$es title to the ,m#ro-ements #'rs'ant to that certain 3acilities Lease et!een the Lessor and Lessee, of e-en date here! ith (03acilities Lease1\*?
- 5 ' ! , 6 ? Lessee shall -acate the Site '#on the e2#iration or earlier termination of this Lease? Lessee shall reim 'rse Lessor for, and indemnify Lessor against, all damages ! hich Lessor inc'rs arising from or related to Lesseels delay in -acating the Site?
- 2?8 7 ! =he leasing of the Site y the Lessee to the Lessor #'rs'ant to the 3acilities Lease et! een Lessor and Lessee shall not affect or res'lt in a merger of Lessor4s interest 'nder the 3acilities Lease and its fee estate in the Site, and Lessor shall contin'e to ha-e and hold its fee interest in the Site thro'gho't the term of this Lease and the 3acilities Lease? Lessee shall contin'e to ha-e and hold a leasehold estate in the Site #'rs'ant to this Lease and thro'gho't the term hereof? As to the Site Lease, the 3acilities Lease shall e deemed to constit'te a s' lease?

A 7

A?1 " & ? S' /ect to the #ro-isions of this Lease, Lessee shall #ay Lessor the %ase Rent ()Rent)\*, in ann'al installments, !itho't offset, ded'ction or #rior demand on the first 'siness day of each G-1.7465(17(o)3.15789(t)-2.53586(.9)

ecomes d'e and #aya le, 't no later than the last 'siness day on !hich the Additional Rent can e #aid !itho't inc'rring additional costs or #enalties?

8?2

8?2?1

- 8989: " \* & ) 3 or e2 isting im#ro-ements, Lessor shall maintain #ro#erty instrance co-ering loss or damage to the Site in the fill amoint of its re#lacement -alie?
- 89897 " & " ) ? Lessee and Lessor shall #ay all #remi'ms for the instrance #olicies descried in 2-2 no later than the die date? Lessee shall deli-er to Lessor a certificate of instrance, incliding any re+'ired Additional ,nstred Endorsements and Wai-ers of Strogation, e2ec'ted y an athori6ed officer of the instrance com#any, sho!ing that the instrance ! hich Lessee is re+'ired to maintain 'nder this Section is in fill force and effect and containing strength other information ! hich Lessor reasonally re+'ires?

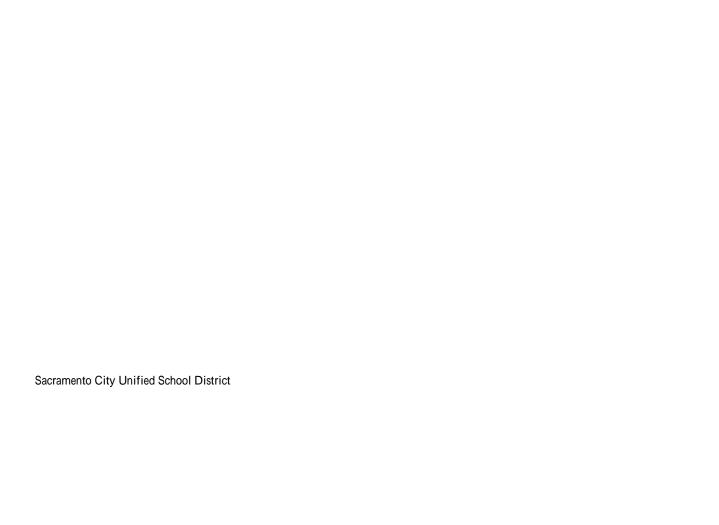
8?8?C

@?2 #

Ha6ardo's I aterials? Lessee shall ha-e no res#onsi ility or lia ility for Ha6ardo's I aterials that are #reLe2isting on the Site or that are ro'ght to the Site y others for ! hom Lessee is not lia le?

=0 the f'llest e2tent #ermitted y la!, the Lessor shall defend, indemnify and hold harmless the Lessee, its s' contractors, s' Ls' contractors, cons'ltants, and their res#ecti-e agents and em#loyees, from and against claims, damages, losses and e2#enses, incl'ding 't not limited to attorneys4 fees, arising o't of or res'lting

needed\*? ,f any #ortion of the Site or any system or e+'i#ment in the Site, ! hich Lessee is o ligated to re#air cannot e f'lly re#aired or restored<br/>
Lessee shall #rom#tly re#lace s'ch #ortion of the Site or system or<br/>
e+'i#ment in the Site, regardless of ! hether the enefit of s'ch re#lacement<br/>
e2tends eyond the Lease =erm? ,f any #art of the Site is damaged y any act<br/>
or omission of Lessee, Lessee shall #ay the cost of re#airing or re#lacing<br/>
s'ch damaged #ro#erty, e2ce#t to the e2tent s'ch damage is co-ered y<br/>
any ins'rance re+'ired 'nder this Lease and Lessee shall #ay the ded'cti le<br/>
for any s'ch ins'rance co-erage? ,t is the intention of Lessor and Lessee<br/>
that at all times Lessee shall maintain the #ortions of the Site in accordance



- C?2?A ,f Lessee a andons 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

Lessee4s defa'lt 'nder this Lease? Lessor4s remedies shall e c'm'lati-e, and the e2ercise of any one or more shall not #re-ent it from e2ercising any other right or remedy for Lessee4s defa'lt?

C?8?2 ; - Whene-er any e-ent of defa'lt y Lessor shall ha-e occ'rred and e contin'ing 'nc'red for a #eriod of

or m'nici#al administrati-e ody! hich, if determined ad-ersely to Lessor or its interests, !o'ld ha-e a material and ad-erse effect '#on Lessor4s a ility to cons'mmate or #erform the transactions and o ligations contem#lated y, or -alidity of, this Lease or the 3acilities Lease? Lessor is not in defa'lt! ith res#ect to any order or decree of any co'rt or any order, reg'lation, or demand of any federal, state, or m'nici#al

in no ! ay define, limit, or descri e the sco#e or intent of any #ro-isions or Sections of this Lease? Whene-er re+'ired y the conte2t of this Lease, the sing 'lar shall incl'de the #l'ral and the #l'ral shall incl'de the sing 'lar? =he masc'line, feminine and ne'ter genders shall each incl'de the other? ,n any #ro-ision relating to the cond'ct, acts or omissions of Lessee, the term )Lessee) shall incl'de Lesseels agents, em#loyees, contractors, in-itees, s'ccessors or others 'sing the Site! ith Lesseels e2#ressed or im#lied #ermission? ,t is agreed and ac\$no!ledged y the #arties hereto that the #ro-isions of this Lease ha-e een arri-ed at thro'gh negotiation, and

act or transaction of Lessor or s'ch other #erson. or (c\* necessary to #rotect Lesseels 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'nsel reasonally acce#talle to Lessee?

11?: 7

! ritte	, ; W,= ; ESS WHERE $<$ 3, the #arties ha-e e2ec' ted thin?	s Lease as	of the date	e first a	0-6
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A sch	mento City Unified School District ool district organized and existing under the laws of ate of California				
% <b>y</b> >					
	,nsert ; ame and =itle				
%y> _					
	,nsert ; ame and =itle				
Date>					

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