TABLE OF CONTENTS

SITE LEASE

	<u>Page</u>
1.	Definitions2
2.	Exhibits2
3.	Lease of the Site
4.	Leaseback of the Project and Site2
5.	Term
6.	Payment
7.	Termination3
8.	Title to Site
9.	Improvements3
10.	No Merger
11.	Right of Entry4
12.	Quiet Enjoyment4
13.	Waste4
14.	Further Assurances and Corrective Instruments4
15.	Representations of the District4
16.	Developer5
17.	Insurance and Indemnity6
18.	Assignment and Subleasing6
19.	Restrictions on District6
20.	Liens and Further Encumbrances6
21.	Notices
22.	Binding Effect7
23.	No Additional Waiver Implied by One Waiver7
24.	Severability7
25.	Amendments, Changes and Modifications7
26.	7
27.	Execution in Counterparts8
28.	Developer and District Representatives8
29.	Applicable Law8
30.	Attorney's Fees8
31.	Captions

32.	Prior Agreements	8
33.	Further Assurances	8
34.	Recitals Incorporatede	8
35.	Time of the Essence	8
36.	Force Maje	9
37.	Interpretation	9
	Exhibit A - Legal Description of Site	10
	Exhibit B - Description of Project	11

dated as of, 20
and entered into by and between the Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as lessor , a [California corporation] duly
organized and existing under the laws of the State of [California], as lessee (together, the
, the District currently owns a parcel of land located at 6601 Steiner Drive, Sacramento, CA 95823, known as Nicholas Elementary School, particularly described in and shown on attached hereto and incorporated herein by this reference; and
, the District desires to provide for the development and construction of certain work to be performed on portions of the Site, including construction of improvements to be known as the Nicholas Elementary School New School Construction and Modernization Project; and
, as more particularly described in the Facilities Lease between the Parties dated as of the Effective Date, the Developer agrees to perform the work of the Project and lease the completed Project and Site Lease is incorporated herein by this reference; and
, the Governing the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Developer and by immediately entering into the Facilities Lease under which District will construct the Project and lease back the completed Project and Site from Developer; and
, the District further determines that it has entered into this Site Lease and the Facilities Lease pursuant to Education Code section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and
, this Site Lease and Facilities Lease are awarded based on a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking
necessary for the satisfactory performance of the services required; and
, the selection of the Developer was conducted in a fair and impartial manner; and
, based on the above findings, the District is authorized under Education Code section 17406 to lease the Site to Developer and to have Developer develop and cause

, the Parties have performed all acts, conditions and things required by law to exist, to have happened, and to have been performed prior to and in connection with the execution and entering into this Site Lease, and those conditions precedent do exist, have happened, and have been performed in regular and due time, form, and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Site Lease; and
, Developer as lessee is authorized and competent to lease the Site from District and to develop and cause the construction of the Project on the Site, and has duly authorized the execution and delivery of this Site Lease.
, in consideration of the promises and of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows: 7(p)-15(r)-6(o)5(mi)-7(s)-8(e)6(71r)

Site, and the Developer shall continue to have a leasehold estate in the Site pursuant to this Site Lease throughout the term hereof.

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same, provided the District follows all safety precautions required by the Developer.

Subject to any rights the District may have under the Facilities Lease (in the absence of an Event of Default) to possession and enjoyment of the Site, the District hereby covenants and agrees that it will not take any action to prevent the Developer from having quiet and peaceable possession and enjoyment of the Site during the term hereof and will, at the request of the Developer, to the extent that it may lawfully do so, join in any legal action in which the Developer asserts its right to such possession and enjoyment.

The Developer agrees that at all times that it is in possession of the Site, it will not commit, suffer or permit any waste on the Site, and that it will not willfully or knowingly use or permit the use of the Site for any illegal purpose or act.

The Parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Facilities Lease.

The District represents, covenants and warrants to the Developer as follows:

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

The District has the full power and authority to enter into, to execute and to deliver this Site Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Site Lease.

this Site Lease nor the Facilities Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions

contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

The District has complied with all assessment requirements imposed upon it by the California Environmental Quality Act (Public Resource Code Section 21000

Project is necessary pursuant to CEQA before the construction of the Project may commence.

District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Site Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Site Lease and the Facilities Lease.

If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent they may lawfully do so, the Parties agree that the financial interest of Developer shall be as indicated in the Facilities Lease.

purpose and the use or activities contemplated by this Site Lease will not conflict with local, state or federal law.

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current and such taxes and assessments will continue to be paid to the extent that the District is not exempt.

The Developer represents, covenants and warrants to the District as follows:

The Developer is a [California company] duly organized and existing under the laws of the State of [California], has power to enter into this Site Lease and the Facilities Lease; is possessed of full power to lease, leaseback, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

The Develope	r has the full	power and	authority	to enter i	nto, to exe	ecute and to	deliver

connection with the Site or the Project. Pursuant to the Facilities Lease, Developer further agrees to pay promptly and fully and discharge any and all claims on which any encumbrance and/or lien may or could be based, and to save and hold District free and harmless from any and all such liens, mortgages, and claims of liens and suits or other proceedings pertaining thereto. This subsection does not apply to Permitted Encumbrances.
All notices, certificates or other communications hereunder shall be sufficiently given and shall

The Recitals set fo		