

## GROUND LEASE EXTENSION

This Ground Lease (the "Lease") by and between the ELK GROVE UNIFIED SCHOOL DISTRICT, a political subdivision of the State of California, (hereinafter the "Lessor") and ELK GROVE ADULT COMMUNITY TRAINING, INC., (hereinafter the "Lessee"), is made and entered into as of the Effective Date last set forth below.

### RECITALS

A. Lessor is the owner of that certain parcel of real property located in Elk Grove, California, presently the former site of the Omochumnes High School (hereinafter referred to as the "Lease Site"), more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference.

B. On or about December 22, 1998, Lessor initially leased the Lease Site to Lessee, and the Lease was extended on or about December 1, 2003 for an additional three (3) five-year extensions, until December 1, 2018.

C. Lessee agrees to continue to use the Lease Site for the sole purpose of providing services and continuing education to adults with disabilities in the Elk Grove community, including students enrolled in the Lessor's adult education program.

### AGREEMENTS

In consideration of these recitals and each and every covenant and condition set forth herein, the parties hereto agree as follows:

Section 1. Lease of Premises. The Lessor leases to the Lessee, and the Lessee hires from the Lessor, that certain land located in Elk Grove, County of Sacramento, State of California, known as the Lease Site as described in the Recitals above, together with all rights, privileges, easements, and appurtenances to such land.

Section 1.1. Access to Lease Site. Lessee shall have the right to access the Lease Site using an entrance located on the southwest end of the Lease Site as more particularly described on the access map attached hereto as **Exhibit B**.

Section 2. Term. The initial term ("Initial Term") of this Lease shall be five (5) years commencing on December 1, 2018, and expiring on November 30, 2023. Provided that Lessee is not in breach of this Lease beyond any applicable cure period, Lessee and Lessor may mutually agree, in writing, to extend the Initial Term for three (3) successive five (5) year periods (each, a "Renewal Term"). For each Renewal Term, Lessee shall deliver written notice to Lessor of its intent to exercise the applicable Renewal Term. If Lessor does not receive the notice from Lessee at least thirty (30) days before the expiration of the Initial Term or Renewal Term then in effect, Lessee shall not have the right to extend the Initial Term or Renewal Term then in effect and this Lease shall automatically terminate upon the expiration of the Initial Term or Renewal Term then in effect. If Lessee holds over or remains in possession of the

Lease Site at the expiration of the Initial Term or Renewal Term without the express, written consent of Lessor, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease. Lessor hereby expressly reserves the right to require Lessee to surrender possession of the Lease Site to Lessor as provided in this Lease upon the expiration or other termination of this Lease.

Section 3. Possession. Possession of the Lease Site shall be delivered to Lessee on commencement of the initial term.

Section 4. Rent. Lessee shall pay Lessor rent of one dollar (\$1) per year.

Section 5. Use.

Section 5.1. Program. Lessee shall use the Lease Site for the purpose of constructing, maintaining and operating the programs described herein. If the Lessee proposes to use the Lease Site for any other purposes, the Lessee shall obtain the prior written consent of the Superintendent of the Lessor. The Lessor shall be under no obligation to give its consent for such other uses as may be so requested.

Section 5.2. Signs. Lessee shall post clear conspicuous signs on all buildings on the Lease Site indicating that Lessee is the sole owner of the buildings; and if said buildings have not been constructed to Field Act standards, the signs shall also indicate that the building does not meet the structural standards imposed by law for earthquake safety. Lessee shall obtain the prior written consent of the Lessor before placing any signs on the Lease Site. Lessee agrees to abide by all reasonable instructions of the Lessor with respect to signage. The word "Improvement" or "Improvements" as used in this Lease includes, without limitation, all buildings, structures, fixtures (including trade fixtures), paving, landscaping and other physical improvements on the Lease Site.

Section 5.3. Lessor's Right of Entry. Lessor and its employees and agents shall have the right to enter upon the Lease Site and Improvements at all reasonable times to inspect the same to see that no damage has been or is done and to protect any and all rights of Lessor and to post such reasonable notices as Lessor may desire to protect the rights of the Lessor.

Section 5.4 Traffic Impact. Lessee shall not exceed enrollment of 100 students without written permission of the Lessor. Lessee may be required to fund a basic traffic study if enrollment exceeds 100 students, and present a plan to mitigate traffic impacts.

Section 6. Improvements, Construction, and Alterations.

Section 6.1. Ownership of Improvements. The parties agree during the term hereof, title to all Improvements on the Lease Site shall be vested in Lessee and shall be removed from the site within 30 days of termination of Lease. In the event the Lessee fails to remove the improvements within 30 days after termination of the Lease, the Lessor shall have the right to remove the Improvements and bill the lessee for all costs associated with the removal.

Section 6.2. Construction and Alterations. All construction and alterations made by Lessee on the Lease Site shall be in conformance with architectural plans and specifications approved by the Lessor. After approval by the Lessor, any substantial changes in the plans or specifications for the Improvements shall be approved by the Lessor. Minor changes need not be approved by the Lessor but a copy of the altered plans and specifications reflecting those changes shall be given to the Lessor within ten (10) days after their adoption. While it is anticipated that the parties shall be able to amicably and mutually arrive at an agreement with respect to the design of any construction or alterations, in the event of an unresolvable dispute, the Lessor shall have the final and sole discretion with respect to exterior configuration, location, size, and appearance of Improvements and the Lessee shall have the final say with respect to interior configuration and appearance of Improvements, assuming compliance with applicable law and regulation.

Section 6.3. Compliance with Laws. The Lessee shall at its sole cost and expense comply with all laws, rules, ordinances, and regulations of all governmental bodies having jurisdiction over any construction and alterations on the Lease Site, including but not limited to laws related to building codes and standards, zoning and environmental considerations, and public bidding requirements.

Section 6.4. Completion of Construction and Alterations. Once any work of construction, alteration, or demolition has begun, Lessee shall with reasonable diligence prosecute the same to conclusion. All construction, alterations, and demolition shall be performed in a good and workmanlike manner, and shall comply with all applicable governmental permits and laws. Failure to complete the Improvement, in a timely manner, shall be considered to be a material breach of this Lease and shall be grounds for the Lessor to terminate this Lease.

Section 6.5. Notice of Non-Responsibility. Lessee agrees not to commence any construction until Lessor has posted notices of non-responsibility pursuant to California Civil Code section 3094.

Section 6.6. Mechanic's Liens. Lessee shall pay and discharge all expenses incurred by Lessee for the services of mechanics or for the cost of goods and materials delivered by materialmen. Lessee shall indemnify, defend, and hold harmless the Lessor from any claims by mechanics, contractors, subcontractors or materialmen for labor or services performed at or goods delivered to, the Lease Site. Lessee shall have the right to contest the validity or amount of any asserted lien, claim, or demand, and in such case Lessee shall defend, at its own expense, any such suits, and shall discharge and satisfy any judgments taken on account of claims of lien or stop notices filed by mechanics, contractors, or materialmen for work ordered by Lessee.

## Section 7. Repairs and Maintenance.

Section 7.1. Lessor's Non-Responsibility. During the term of this Lease, Lessor shall not be required to maintain or make any repairs or replacements of any nature or description whatsoever to the Lease Site or the Improvements located on the Lease Site. Lessee hereby expressly waives the right to make repairs at the expense of Lessor as provided for in any statute

or law in effect at the time of execution of this Lease, or in any other statute or law which may hereafter be enacted.

Section 7.2. Lessee's Duty to Maintain Premises. Throughout the term of this Lease, Lessee shall, at Lessee's sole cost, maintain the Lease Site and the Improvements in accordance with all applicable laws, and shall make whatever repairs and replacements are required by such laws or required to assure the safety of the pupils, employees and invitees of the Lessor on the Lease Site. Lessor will assist in providing available information regarding existing underground improvements.

Section 7.3. Contest of Governmental Orders. Lessee has the right to contest by appropriate judicial or administrative proceedings, without cost to Lessor, the validity or application of any law requiring the Lessee to repair, maintain, alter or replace the Improvements now or hereafter located on the Lease Site in whole or in part, and Lessee shall not be in default for failing to do such work until a reasonable time following final determination of Lessee's contest; provided, however, that Lessee has repaired, maintained, altered or replaced those Improvements that the Lessor considers to be a hazard to the safety of the pupils, employees and invitees of the Lessor. Lessee shall indemnify, defend, and hold harmless the Lessor from any claims, demands, costs, expenses, and liabilities by any governmental entity or other person pertaining to any such repair, maintenance, alteration or replacement.

Section 7.4. Lease Site Leased "AS IS". The Lease Site is leased to Lessee, and Lessee accepts the Lease Site, in its existing "AS IS" condition on the date of this Lease. Lessee also accepts the Lease Site subject to all existing easements, leases, and any other recorded or unrecorded encumbrances. Lessor shall not be required to make or construct any alteration including structural changes, additions or improvements to the Lease Site and shall have no maintenance or repair obligations with respect to the Lease Site. Lessee acknowledges that neither Lessor, nor any officer, employee or agent of Lessor has made any representation or warranty with respect to the condition of the Lease Site, the suitability of the Lease Site for the intended use by Lessee, or compliance of the Lease Site with the Americans With Disabilities Act of 1990 (or any accessibility guidelines or other regulations promulgated thereunder). Any agreements, warranties or representations not expressly contained in this Lease shall in no way bind Lessor, and Lessee expressly waives all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

Section 8. Assignment, Subletting, Lessee's Encumbrances Prohibited, and Subordination. Lessee shall not do any of the following: assign its interests under this Lease; sublet all or any portion of the Lease Site or Improvements; permit any other person (except the agents and servants of Lessee) to occupy or use all or any portion of the Lease Site or Improvements; or otherwise transfer or encumber all or any part of Lessee's interest in this Lease. During the term of this Lease, Lessee shall not encumber or hypothecate in any manner whatsoever all or any portion of Lessor's interest in this Lease or Lessor's fee interest in the land which comprises the Lease Site. This Lease shall be subordinate to any financing which is hereafter placed and recorded on the Lease Site by Lessor to secure financing for school facilities, other improvements and equipment to be acquired by the Lessor. The subordination

shall be effective without the necessity of having any further instruments executed by the Lessee, but Lessee agrees to execute on demand any further instruments evidencing subordination that Lessor may reasonably request.

Section 9. Indemnity and Insurance.

Section 9.1. Indemnity. Lessee shall indemnify and hold Lessor and its board members, officers, agents and employees free and harmless from any and all liabilities, claims, losses, damages, or expenses, including attorneys' fees, resulting from Lessee's occupation and use of the Lease Site, specifically including, without limitation, any liabilities, claims, losses, damages, or expenses arising by reason of:

a. The death or injury of any person, including any person who is an employee, volunteer, officer, member, or agent of Lessee, or by reason of the damage to or destruction of any property, including property owned by Lessee or by any person who is an employee, volunteer, officer, member, or agent of Lessee, (1) from any cause whatsoever while that person or property is in any way connected with the Lease Site, the Improvements or the personal property of or under the control of the Lessee; (2) caused or allegedly caused by either the condition of the Lease Site, the Improvements or the personal property of or under the control of the Lessee; or (3) caused or allegedly caused by any act or omission on or about the Lease Site of the Lessee or any person in, on, or about the Lease Site with the permission and consent of the Lessee,

b. Any work performed on the Lease Site or materials furnished to the Lease Site at the instance or request of the Lessee or any person or entity acting for or on behalf of the Lessee; or

c. Lessee's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on the Lessee or the Lease Site or the Improvements, the programs conducted by Lessee by any duly authorized governmental agency or political subdivision.

Section 9.2. Liability Insurance. Lessee shall, at Lessee's own cost and expense, procure and maintain during the term of this Lease and for one (1) year thereafter a broad form comprehensive coverage policy of general liability insurance issued by an insurance company licensed by the State of California insuring Lessee and Lessor against loss or liability caused by or connected with Lessee's occupation and use of the Lease Site under this Lease in amounts not less than:

a. \$2,000,000.00 for injury to or death of one person and, of not less than \$5,000,000.00 for injury to or death of two (2) or more persons as a result of any one accident or incident; and

b. \$200,000.00 for damage to or destruction of any property.

Lessee agrees that said limits of liability shall be increased from time to time to account for inflation. If the parties cannot agree as to the appropriate limits of liability after reasonable efforts, either party may elect to terminate this Lease.

Lessee agrees to add the Lessor, Elk Grove Unified School District, as an additional named insured to the policy by way of an endorsement to the policy. Lessee shall provide lessor with a fully executed copy of the endorsement.

Section 9.3. Fire and Casualty Insurance. Lessee shall, at Lessee's own cost and expense, at all times during the term of this Lease, keep all Improvements on the Lease Site insured for ninety percent (90%) of their full replacement value by insurance companies authorized to do business in the State of California against loss or destruction by fire and the perils commonly covered under the standard extended coverage endorsement to fire insurance policies in the County of Sacramento.

Section 9.4. Other Coverages. Notwithstanding anything to the contrary contained in Section 9.3 of this Lease, the insurance required by Section 9.3 of this Lease shall, whether or not included in the standard extended coverage endorsement referred to in Section 9.3, insure all Improvements on the Lease Site against loss or destruction by windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, fire, smoke damage, and sprinkler leakage. Furthermore, the insurance required by Section 9.3 of this Lease during the construction of any Improvement shall include coverage for course of construction, vandalism, and malicious mischief, insuring the Improvement during its construction and all materials delivered to the site of the Improvement for its full insurable value. Said insurance may either be provided by the Lessee or the Lessee's contractor.

Section 9.5. Proof of Insurance. Lessee shall, within ten (10) days after the execution of this Lease or prior to the commencement of any construction, and promptly thereafter when any such policy is replaced, rewritten, or renewed, deliver to Lessor a true and correct copy of each insurance policy required by this Lease or a certificate executed by the insurance company or companies or their authorized agent evidencing the policy or policies.

Section 9.6. Notice of Cancellation of Insurance. Each insurance policy required under this Lease shall contain a provision that it cannot be canceled for any reason unless at least 30 days prior written notice of the cancellation is given to Lessor in the manner required by this Lease for service of notices on Lessor by Lessee.

Section 9.7. Application of Insurance Proceeds. Any and all fire or other insurance proceeds that become payable at any time during the term of this Lease because of damage to or destruction on any Improvement on the Lease Site shall be paid to Lessee and applied by Lessee toward the cost of repairing and restoring the damaged or destroyed Improvements. The work of repair and restoration shall be commenced by Lessee within 120 days after the damage or destruction occurs and shall be completed with due diligence not later than six (6) months after the work is commenced.

Section 10. Repair and Restoration.

Section 10.1. Uninsured Loss. If any Improvement is damaged or destroyed by a risk not insured against, Lessee shall have the option to either rebuild the damaged or destroyed Improvement within a reasonable time or to terminate this Lease. Said determination shall be made no later than 120 days after the damage or destruction. Any work of repair and restoration, whether insured or uninsured, shall be done in accordance with the requirements for original construction as set forth in this Lease.

Section 10.2. Damage or Destruction During Last Part of Lease Term. Notwithstanding anything to the contrary in this Lease, if there is damage or destruction to any Improvement essential to the purposes of this Lease during the last two (2) years of the initial Lease term or during any renewal term, Lessee shall have the election to terminate this Lease and any insurance proceeds shall be paid to Lessor.

Section 11. No Partnership, Joint Venture or Employment Relationship. Nothing in this Lease shall be construed to render the Lessor in any way or for any purpose a partner, joint venturer, associate, or employer in any relationship with Lessee and Lessee's officers, members, volunteers, employees, and agents other than that of Lessor and Lessee, nor shall this Lease be construed to authorize either to act as agent for the other.

Section 12. Lessee's Default; Cure Periods. In the event Lessee shall fail to perform any of the provisions contained herein on Lessee's part to be performed, Lessee shall not be deemed to be in breach or default hereunder unless Lessor shall first have given Lessee 30 days' notice of any alleged breach or default, and Lessee shall have such periods of time within which to remedy or cure any such alleged breach or default. Any such written notice shall specify the alleged breach or default. If any default cannot reasonably be cured within 30 days, the commencement of the cure of such default within such 30 day period shall be deemed to be a cure of such default, provided such cure is diligently prosecuted to completion.

Section 13. Compliance with Laws.

a. General. Lessee shall, at Lessee's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including but not limited to those requiring capital improvements of the Lease Site, relating to Lessee's use and occupancy of the Lease Site and the Improvements whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. If any license, permit, or other governmental authorization is required for the lawful use or occupancy of the Lease Site, the Improvements or Lessee's riding program, the Lessee shall procure and maintain it throughout the term of this Lease. The failure to comply with this paragraph shall constitute grounds for termination of this Lease by Lessor.

b. Education Code Provisions. Lessee agrees that it shall only provide instructional assistance services to District pupils when those pupils are under the immediate supervision and direction of certificated or Lessor-approved personnel of Elk Grove Adult Community

Training (EGACT). Lessee will provide workers' compensation insurance as may be required by law for its officers, members, volunteers, employees and agents. Lessee further states that all of its officers, members, volunteers, employees and agents coming into contact with the pupils of the District have been fingerprinted and that none have been convicted of serious or violent felonies as defined by Penal Code Section 1192.7 (c) and 667.5 (c). In addition, Lessee will sign a Declaration (Attachment 1) certifying that only employees with completed criminal background checks will be assigned to perform service for the district.

c. Subcontractor Requirements. All subcontractors employed by Lessee shall be supervised at all times. Any subcontractors must provide proof of Worker's Compensation Insurance coverage and a minimum of three professional references.

d. Environmental Laws. Lessee shall at all times, at its own cost and expense, comply with all federal, state and local laws, ordinances, regulations and standards relating to the use, analysis, production, storage, sale, disposal or transportation of any hazardous materials ("Hazardous Substance Laws"), including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or pollution materials ("Hazardous Substances") which are now or in the future subject to any governmental regulations.

e. Tobacco-Free Campus. Lessee shall prohibit the use of tobacco and nicotine products at any time on the Premises in accordance with California Health and Safety Code sections 104420 and 104559. This includes, but is not limited to, smokeless tobacco, snuff, chew, clove cigarettes, and other nicotine delivery devices, such as electronic cigarettes.

#### Section 14. Taxes and Utilities.

Section 14.1 Taxes. Lessee shall pay during the term of this Lease, without abatement, deduction, or offset, any and all real and personal property taxes, general and special assessments, and other charges (including any increase caused by a change in the tax rate or by a change in assessed valuation) of any description levied or assessed during the term of this Lease by any governmental agency or entity on or against the Lease Site, the Improvements located on the Lease Site, personal property located on or in the Lease Site or Improvements, and the leasehold estate created by this Lease. Should taxes, assessments or other charges be assessed with or as part of other property owned by Lessor, the share of the taxes, assessments, or other charges for which Lessee is liable shall be determined as follows: Lessee shall pay an amount equal to that portion of the taxes, assessments, and other charges that bears the same ratio to the total of the taxes, assessments, and other charges as the ground area of the Lease Site bears to the ground area of the total property taxed or assessed.

Section 14.2. Tax Hold-Harmless Clause. Lessee shall indemnify, defend and hold Lessor and the property of Lessor, including the Lease Site and any Improvements now or hereafter located on the Lease Site, free and harmless from any liability, loss, or damage resulting from any taxes, assessments, or other charges required to be paid by Lessee and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments, or other charges.



Section 14.3. Utilities. Lessee shall pay or cause to be paid, and hold Lessor and the property of Lessor, including the Lease Site free and harmless from, all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Lease Site and the Improvements during the term of this Lease and for the removal of garbage and rubbish from the Lease Site during the term of this Lease. Any utilities currently connected to the Lessor's service will be prorated and back-charged to the Lessee on a percentage basis. Lessor will determine the prorated share. Any additional connections or use of Lessor's utility services shall be approved by the Lessor.

Section 15. Termination.

Section 15.1. Option to Acquire Buildings and Improvements on Termination. All buildings placed on the site by Lessee, and any improvements made by Lessee, shall remain the property of Lessee. At termination of this Lease, all buildings and improvements must be removed by Lessee at no cost to the Lessor. In the event Lessee intends to sell and Lessor intends to acquire the buildings or other improvements on the Lease Site from Lessee, within 15 days of termination of Lease, the Lessor shall notify Lessee in writing of its intent. In the event the Lessor delivers such notice to Lessee of its intent to acquire the buildings and/or improvements on the Lease Site, Lessee and Lessor shall negotiate in good faith regarding the terms and conditions of said acquisition.

Section 15.2. Surrender of Premises. On expiration or earlier termination of the Lease, Lessee shall surrender the Lease Site and all Improvements retained by Lessor in as good, safe, and clean condition as practicable, reasonable wear and tear excepted.

Section 15.3. Cancellation by Lessor. Lessor shall have the right to cancel or terminate this Lease at any time if the Governing Board of Lessor determines that the Lease Site is to be sold to a third party, requires the Lease Site for District purposes, or the Lessee is no longer providing suitable instructional services to District students or serving the Adult Education students of the District per Section 4. To exercise this right, Lessor shall give Lessee a written notice of the intent to terminate this Lease. The notice shall state the date by which Lessee is required to vacate and surrender the Lease Site and Improvements ("the Termination Date"), which date must be at least 60 days after the date of the Lessor's written notice to Lessee.

Section 15.4. Effect of Cancellation by Lessor. If this Lease is terminated pursuant to Section 15.3, it shall be null and void as of the termination date or as of the date Lessee actually surrenders the possession of the Lease Site and Improvements, whichever is later. Before that time, the parties shall be bound by all terms, covenants, and conditions of this Lease.

Section 15.5. Environmental Laws. Upon the expiration or earlier termination of the Lease, Lessee shall:

a. Cause all hazardous substances previously owned, stored or used by Lessee to be removed from the Lease Site and disposed of in accordance with applicable provisions of law;

b. Remove any above-ground and underground storage tanks or other containers installed or used by Lessee to store any hazardous substances on the Lease Site, and repair any damage to the Lease Site caused by such removal;

c. Cause any soil or other portion of the Lease Site which has become contaminated by any hazardous substances stored or used by Lessee on the Lease Site to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of governmental authorities; and

d. Surrender possession of the Lease Site and any Improvement retained by Lessor to Lessor free of contamination attributable to toxic materials or hazardous substances generated or used by Lessee or stored or disposed of by any person other than Lessor in or on the Lease Site during the term of the Lease.

#### Section 16. Miscellaneous Provisions.

Section 16.1 Waiver. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

Section 16.2. Assignment. This Lease constitutes a personal contract and no party hereto shall assign or transfer this Lease, or any part thereof.

Section 16.3. Entire Agreement. This Lease, together with any documents incorporated by reference, constitutes the sole and only agreement between Lessor and Lessee respecting the Lease Site, the leasing of the Lease Site to Lessee, the construction of Improvements, and the lease terms set forth in this Lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Lease Site, their leasing to Lessee by Lessor, or any other matter discussed in this Lease not expressly set forth in this instrument are null and void.

Section 16.4. Notices. All notices or other communications of any kind which either party is required or permitted by this Lease or by law to serve on the other party in connection with this Lease must be served in writing by personal delivery, by facsimile, or by registered or certified mail, return receipt requested, deposited in the United States mail, with postage prepaid thereon, and addressed to the party to be served as follows:

If to Lessor: Elk Grove Unified School District  
9510 Elk Grove-Florin Road  
Elk Grove, CA 95624  
Attention: Robert Pierce, Deputy Superintendent, Business Services and  
Facilities

If to Lessee: Elk Grove Adult Community Training Inc.  
8810 Elk Grove Boulevard  
Elk Grove, CA 95759  
Attention: Rebecca Brubaker

The parties may change the above addresses by giving written notice of that change in the manner provided herein.

Section 16.5 Binding on Successors and Assigns. This Lease shall be binding on and shall inure to the benefit of the successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by the Lessor to any assignment of this Lease of any interest in the Lease.

Section 16.6 Modifications. No modification of any provision of this Lease shall be effective unless such modification shall be in writing and signed by the parties.

Section 16.7. Counterparts. This Lease may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 16.8 Severability. If any provision of this Lease is determined by a court or tribunal of competent jurisdiction to be void, voidable, or unenforceable as a matter of law, then such provision shall be deemed deleted and all other remaining provisions of this Lease shall otherwise remain in full force and effect.

Section 16.9. Time of Essence. Time is expressly declared to be of the essence in this Lease.

Section 16.10 Governing Law And Venue. This Lease shall be construed and interpreted in accordance with the laws of the State of California. Venue shall be in the Superior Court of California, County of Sacramento, or the U.S. District Court for the Eastern District of California, as appropriate.

Section 16.11. Memorandum of Lease for Recording. Neither party shall record this Lease without the written consent of the other. However, Lessee shall, at the request of Lessor at any time during the term of this Lease, execute a memorandum or "short form" of this Lease for purposes of, and in a form suitable for, recordation. The memorandum or "short form" of this Lease shall describe the parties, set forth a description of the Lease Site, specify the term of this Lease, incorporate this Lease by reference, and include any other provisions required by Lessor.

Section 16.12. Authority. All persons executing this Lease warrant and represent that they have the power and authority to execute this Lease on behalf of the entities they purport to represent and that all formalities required by law have been fully complied with by the

governing body of the entity they represent, and are not, for any purpose, officers or employees or agents of the other Party.

Section 16.13. Effective Date. The Effective Date of this Lease is December 1, 2018.

Lessor: ELK GROVE UNIFIED SCHOOL DISTRICT

By: \_\_\_\_\_  
Robert Pierce, Deputy Superintendent, Business Services and Facilities

Lessee: ELK GROVE ADULT COMMUNITY TRAINING INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Attest: \_\_\_\_\_

(If executed by a corporation, the president or vice-president and secretary should sign.)

## **EXHIBIT A**

### **ELK GROVE UNIFIED SCHOOL DISTRICT TRIGG EDUCATION CENTER - LEASE AREA**

All that certain real property situate in the Southeast one-quarter 36 Township 7 North, Range 5 East of the Mount Diablo Meridian, County of Sacramento, State of California, and being a portion of that parcel or tract of land as described in Book 1417B at Page 161, Official Records of said county, and being more particularly described as follows:

The westerly 162 feet of the following described parcel:

Beginning at the northwesterly corner of that parcel or tract as described in said Book 1417B Page 161, and as shown on that certain Record of Survey as filed in Book 43 of Surveys at Page 23 of Recorder's Office of said county; thence South  $89^{\circ}55'$  East 332.71 feet to the most northerly Northeast corner of said tract; thence South 258.15 feet to an angle point in said boundary; thence on the westerly prolongation of the more southerly northerly line of said tract West 332.82 feet to the westerly line of said tract; thence North  $0^{\circ}01'29''$  East 258.63 feet to the point of beginning.

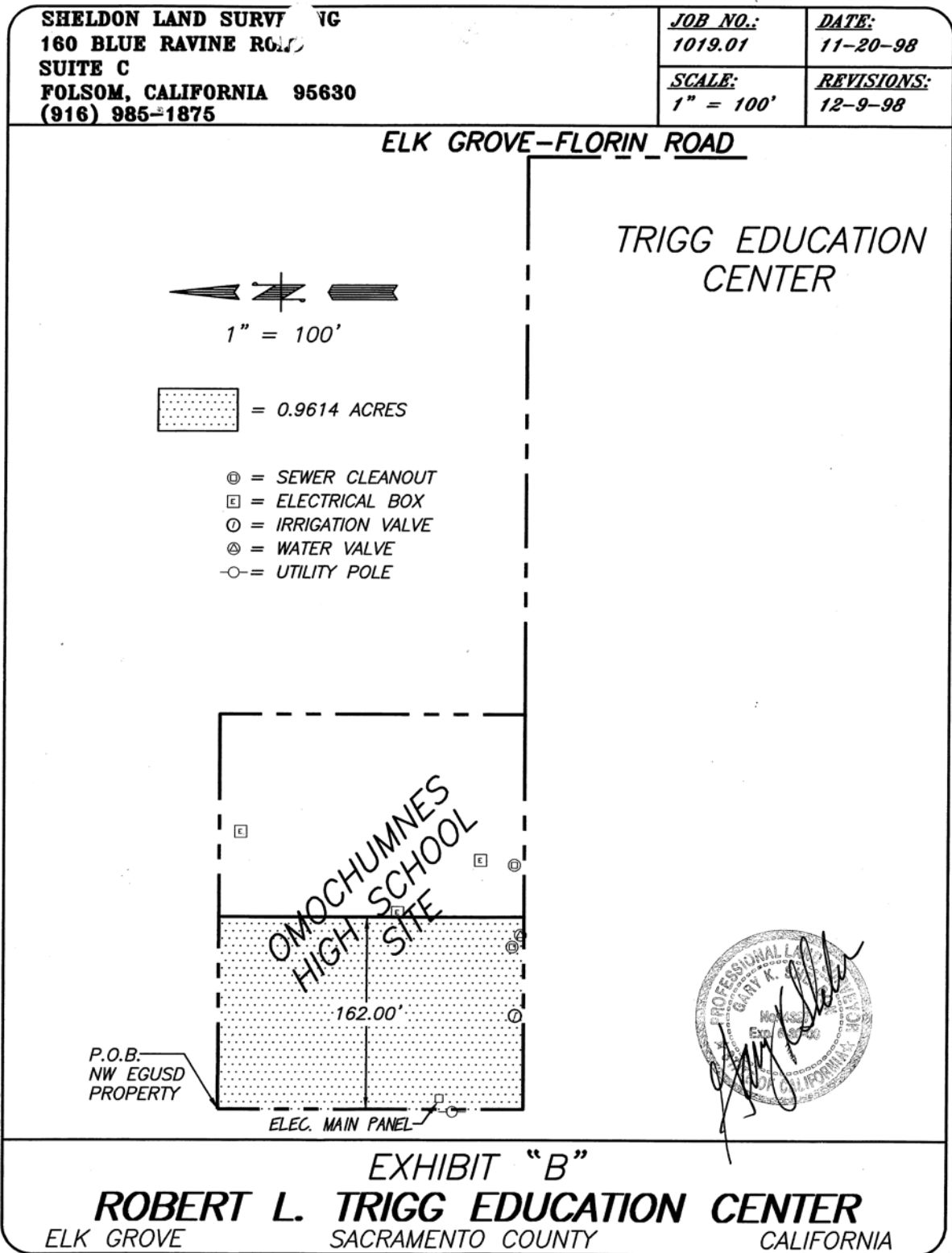
The described parcel consists of 0.9614 acres, more or less.



Prepared by: Sheldon Land Surveying  
160 Blue Ravine Road, Suite C  
Folsom, CA 95630

Revised: [DATE]

# EXHIBIT B



10190191.DWG

## Attachment 1

### BACKGROUND CHECK DECLARATION

Pursuant to that Ground Lease Extension dated December 1, 2018 (hereinafter "Lease"), by and between the Elk Grove Unified School District (hereinafter the "Lessor") and the Elk Grove Adult Community Training, Inc., (hereinafter the "Lessee"), only employees of Lessee with completed criminal background checks will be assigned to perform service for Lessor. I, the undersigned, am competent and authorized to certify as to the following:

1. All of Lessee's officers, members, volunteers, employees and agents coming into contact with the pupils of the Lessor have been fingerprinted and none have been convicted of serious or violent felonies as defined by Penal Code Section 1192.7 (c) and 667.5 (c).
2. Only employees with completed criminal background checks will be assigned to perform service for Lessor.

\*\*\*

Name of Employee:

\_\_\_\_\_

Date of Department of Justice verification that employee has not been convicted of a violent or serious felony:

\_\_\_\_\_

Name of employee who is the custodian of the Department of Justice verification information:

\_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: \_\_\_\_\_

Signature

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Note: This document must be executed and submitted for each officer, member, volunteer, employee and agent coming into contact with the pupils of Lessor.*