EXHIBIT F

SITE LEASE

RECITALS

WHEREAS Lessor, as defined below, on this _____Day of _____, 20__ holds title to that certain real property known as Pacific Elementary School in the County of Sacramento, which includes the buildings and the land under and around the school facilities, a portion of which is more particularly shown as the shaded area on Exhibit A attached hereto and incorporated herein ("Site"), which Site is adequate to accommodate the Improvements referenced herein;

WHEREAS Lessor desires to begin the Pacific Element ary School New Construction Project (the "Improvements") on the Site, as more particularly described in Exhibit A to the Facilities Lease, as referenced below;

WHEREAS Lessee, as defined below, desires to lease the

be employ ing at the site, the Lessee shall require the contractors and all subcontractors and material suppliers of every tier to carry insurance coverages as outlined in Exhibit E to the Facilities Lease (although lower limits as specified in Exhibit E to the Facilities Lease shall be acceptable). These contractors shall be required to name the Lessor, the Architect, the Construction Manager, and any other Consultants of the Lessor, and each of their officers, officials, directors, trustees, agents, employ ees and as Additional Insureds using (GC 2010 11 85 Form B or equivalent). The policy or endorsement shall stipulate that the insurance afforded the Additional Insureds shall apply as primary insuranc any other insurance carried by the Lessor, the Architect, the Construction Manager, and any other Consultants of the Lessor, and each of their

solvents, lead, cy DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. Lessor has disclosed any contamination of the Site by Hazardous Materials of which it is aware. Hawarr whsorr sor 0 Tw 1 (a) 9 Tc 0 Tw

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6.6 Condition upon Termination . Upon the termination of the Lease, Lessee shall surrender the Site to Lessor in accordance with the provisions of Article 19 of Exhibit D to the Facilities Lease. All alterations, additions and improvements which Lessor has not required Lessee to remove shall become Lessor's property and shall be surrendered to Lessor upon the expiration or earlier termination of the Lease, except that Lessee may remove any of Lessee's machinery or equipment which can r hay tb apmel 7-1 d (n)1Td 17 (i)5e has haLeasssihaheu0i(i)b.2 (e)-11 Le

8.2.5 If Lessee should be adjudged a bankrupt, or file for bankruptcy or if , Lessee should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency , provided that such condition described in this subsection is not corrected or cured within thirty (30) day s.

8.2.6 If Lessee persistently disregards any applicable law or regulation related to the Site or related to its lease or occupancy of the Site.

8.3 Default by Lessor. Lessor shall be in material default under this Lease if Lessor fails to observe and perform any covenant, condition, or agreement in this Lease on its part to be observed or performed for a period of thirty (30) day after Lessee provides written notice specify such failure and requesting that it be remedied; provided, however, if the failure stated in the notice cannot be corrected within thirty (30) day Lessee shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessor within thirty (30) day and diligently pursued until the default is corrected. The notice required by this Section is intended to satisfy any and all notice requirements imposed by law on Lessee and is not in addition to any such requirement.

8.4 Remedies for Default.

8.4.1 Lessor's Remedies. In the event of Lessee's default that also constitutes an event of default under the Facilities Lease, Lessor shall have the right to terminate this Lease if such event of default has continued uncured for a period of thirty (30) day following Lessor providing Lessee with written notice of the default or to assign this Lease in accordance with Section 9.4.2 of the Facilities Lease. If the default does not constitute an event of default under the Facilities Lease, Lessor shall not have the right to terminate or assign, but Lessor shall have all other rights to compel Lessee to perform and to collect any and all sums owed to Lessor under the Lease. Subject to the terms of this Section 8.4, Lessor shall be entitled to enforce all of Lessor's rights and remedies now or hereafter available in equity and at law for Lessee's default under this Lease. Lessor's remedies shall be cumulative, and the exercise of any one or more shall not prevent it from exercising any other right or remedy for Lessee's default.

8.4.2 Lessee's Remedies. Whenever any event of default by Lessor shall have occurred and be continuing uncured for a period of thirty (30) day s following Lessee providing Lessor with written notice of the default, it shall be lawful for Lessee to exercise any and all remedies available pursuant to law or granted pursuant to this Lease or the Facilities Lease, subject day s

Resources Code, sections 21000 et seq.) ("CEQA").

9.1.6 To the best of Lessor's knowledge, there are no plans or contemplation by another agency to condemn the Site under the power of eminent domain.

9.2 Lessee's Representations.

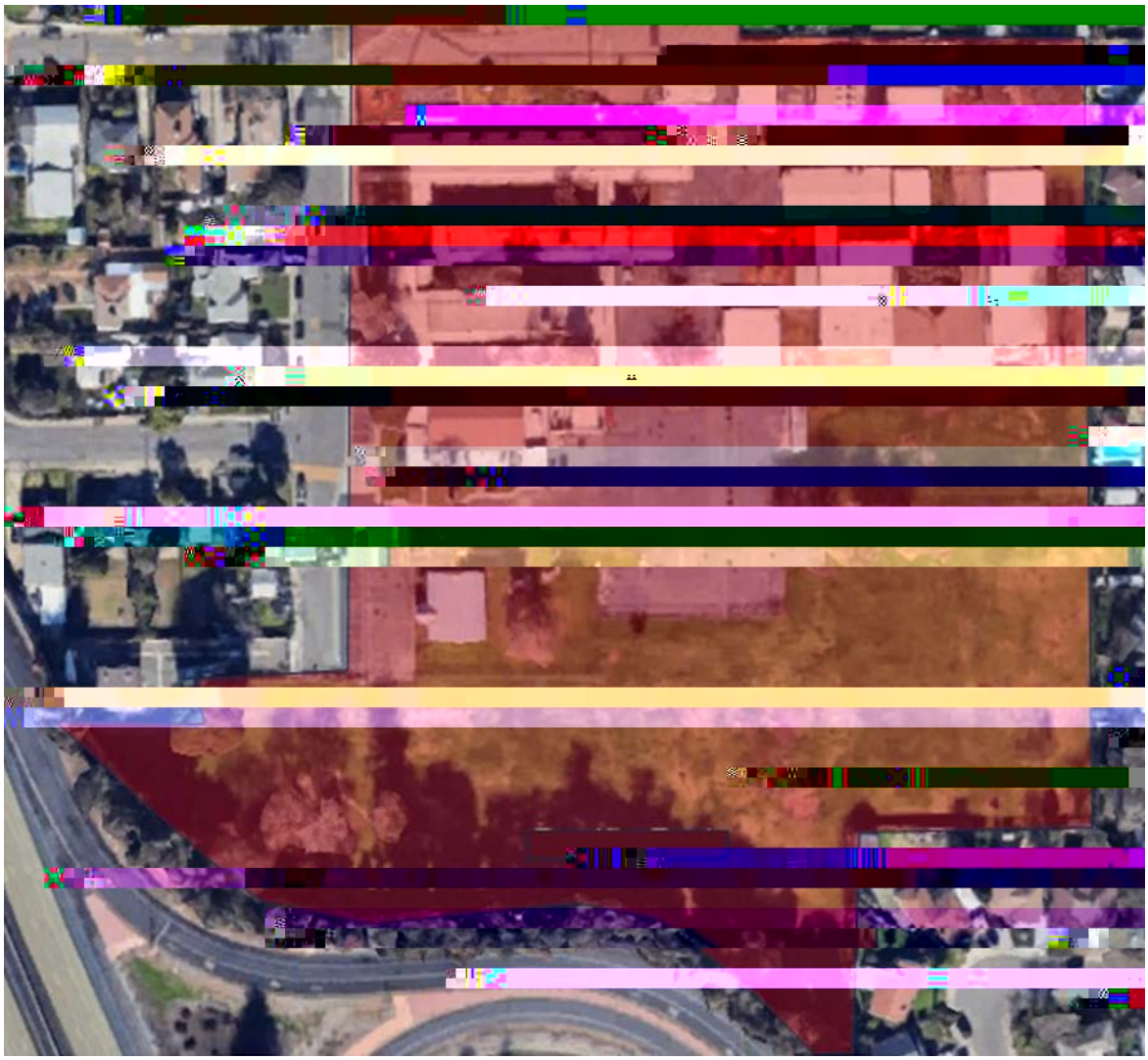
9.2.1 Authority. The person signing this Lease on behalf of Lessee represents and warrants that Lessee 1) is a corporation duly organized and existing under the laws of the State of California, 2) is duly authorized and licensed to do business in the State of California, 3) has the power to enter into this Lease and the Facilities Lease and to

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LESSOR:

Sacramento City Unified School District

EXHIBIT A

Site Description