

**Oakland Unified School District
Office of the Superintendent
September 22, 2010**

To: Board of Education

**From: Anthony Smith, Superintendent
Vernon Hal, Assistant Superintendent**

Subject: Regarding Lease Leaseback Transaction between Oakland Unified School District and Chabot Space and Science Center: Approval of Facilities Lease Agreement; Site Lease Agreement; Agreement Regarding Termination of Security Instruments.

Action Requested:

Approval by the Board of Education of Resolution No. 1011-0034 – Approving Site Lease Agreement and Related Documents Between District and Chabot Space and Science Center Regarding District Loan of 1999 to Center.

Background:

The Chabot Space and Science Center ("Chabot") is a joint powers agency in which the District serves as a member. On July 1, 1999, the District issued Certificates of Participation (COPs) to provide a loan of \$10,265,000 to Chabot, of which \$8,327,680.60 is still outstanding. To extend the repayment term and thereby reduce the burden on Chabot, the District and Chabot have completed the negotiations contemplated by the Binding Term Letter, which was approved by the OUSD Governing Board on June 7, 2010. On August 26, 2010 the Site Lease Agreement, Facilities Lease Agreement, and Agreement Regarding Termination of Security Instruments were approved by the Chabot Board and these documents are now up for consideration by the District Board.

As previously discussed with the Board of Education, the restructured loan agreement will be in the form of a lease lease-back of the Chabot Space and Science Center Facility ("Facility"): the District will lease the Facility from Chabot for \$1 then lease it back to Chabot for \$450,000 per year. The lease payments to be made by Chabot will repay the remaining principal still due on the original loan (plus an additional amount to cover up front costs), and will pay interest and an administrative fee to the District.

Discussion:

Although Chabot was able to make payments on the original loan for several years, recently, payments have been difficult due to fiscal challenges at Chabot and the increase in variable rate interest on the COPs. Chabot requested a restructure to provide stability and predictability in payments, and to extend the repayment term. Staff and legal counsel have completed negotiation of the terms set forth in the Binding Term Letter which terms

have been committed to the Site Lease Agreement, Facilities Lease Agreement, and Agreement Regarding Termination of Security Instruments.

Fiscal Impact:

Overall, the fiscal impact should be neutral. The District will capture interest that would otherwise have been earned on the loan amount through the quarterly payments. The administrative fee will compensate for the administrative burden of the lease. The value of in-kind services provided by Chabot will be directly offset by the reduction in principal owed to the District.

Other fiscal considerations: the District will not have access to the full \$8,327,680.60 until the principal is fully repaid, which is anticipated to take 30 years. If the principal is not repaid in 40 years, the lease terminates and the District will not be able to recapture any outstanding principal after that. Also, the interest rate is capped at 9%, which is slightly lower than the legal limit of 12%. If the LAIF rate exceeds that, the District will forego the potential earnings over the 9% cap up to the 12% limit (maximum lost earnings is 3%). However, the last time LAIF was over 9% was in 1986. LAIF's 30 year average is 6.24%, and the 5 year average is 3.32%.

Recommendation:

Approval by the Board of Education of Resolution No. 1011-0034 – Approving Site Lease Agreement and Related Documents Between District and Chabot Space and Science Center Regarding District Loan of 1999 to Center.

ATTACHMENT

Copy of Site Lease Agreement, Facilities Lease Agreement, and Agreement Regarding Termination of Security Instruments.

File ID Number: 10-2242
Introduction Date: 9/13/2010
Enactment Number: 10-4733
Enactment Date: 9/22/10
By: [Signature]

RESOLUTION
OF THE
GOVERNING BOARD
OF THE
OAKLAND UNIFIED SCHOOL DISTRICT

Resolution No. 1011-0034

**APPROVING SITE LEASE AGREEMENT AND RELATED DOCUMENTS BETWEEN DISTRICT AND
CHABOT SPACE AND SCIENCE CENTER REGARDING DISTRICT LOAN OF 1999 TO CENTER**

WHEREAS, the Chabot Space and Science Center (CSSC) is a joint powers agency of which the Oakland Unified School District (District) serves as a member; and

WHEREAS, on July 1, 1999, the District issued Certificates of Participation (COPS) to provide a loan of \$10,265,000 to CSSC, of which \$8,327,680.60 is still outstanding; and

WHEREAS, although CSSC was able to make payments on the original loan for several years, recently, payments have been difficult due to fiscal challenges at CSSC and the increase in the variable rate interest on the COPS; and

WHEREAS, CSSC requested of District a restructuring of the loan to provide stability and predictability in payments, and to extend the repayment term; and

WHEREAS, the District and CSSC have completed negotiations contemplated by a Binding Term Letter, approved by the District's Governing Board on June 23, 2010; and

WHEREAS, the CSSC Board, on August 26, 2010, approved the specific documents stated in the resolve clause herein; and

WHEREAS, the restructured loan agreement will be in the form of a lease lease-back of CSSC Facility, with the District leasing the Facility from CSSC for \$1 then leasing it back to CSSC for \$450,000 per year for forty years retroactive to July 1, 1999 or lesser time, if the loan, interest and administrative fee are paid in full, or the loan agreement otherwise terminates pursuant to the terms and conditions of the lease lease back documents, whichever occurs first,

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Oakland Unified School District hereby approves the Site Lease Agreement, the Chabot JPA Lease Agreement and Agreement Regarding Termination of Security Instruments with the CSSC, pursuant to terms and conditions stated therein, leasing CSSC Facility for \$1 and leasing Facility back to CSSC for \$450,000.00 per year, for the term commencing retroactively October 1, 2009 through September 30, 2049 (40 years), in exchange for payments to District as enumerated in said Agreements, or lesser time if outstanding CSSC loan balance is paid in full by CSSC, or the loan agreement otherwise terminates pursuant to the terms and conditions of the lease lease back documents, whichever occurs first, as well as other terms and conditions as provided in Section 7 of the Chabot JPA Lease Agreement.

This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED by the Governing Board of the Oakland Unified School District, this 22nd day of September, 2010, by the following vote:

AYES: Jody London, David Kakishiba, Jumoke Hodge
Noel Gallo, President Gary Yee

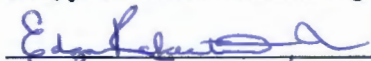
NOES: Alice Spearman

ABSTAINED: None

ABSENT: Vice President Christopher Dobbins

CERTIFICATION

I, Edgar Rakestraw, Secretary of the Governing Board of the Oakland Unified School District, Alameda County, State of California, do hereby certify that the foregoing Resolution was duly approved and adopted by the Governing Board of said District at a Regular Meeting thereof held on the 22nd day of September, 2010 with a copy of such Resolution being on file in the Office of the Board of Education of said District.


Edgar Rakestraw, Jr.

Attachments: Board Memorandum
Site Lease Agreement
Facilities Lease Agreement
Agreement Regarding Termination of Security Instruments



OLD REPUBLIC TITLE COMPANY

A MEMBER OF THE OLD REPUBLIC TITLE INSURANCE GROUP

555 12th Street, Suite 2150
Oakland, CA 94607
p: (510) 272-1121
f: (510) 208-5045
ortc.com

December 29, 2010

Oakland Unitified School District
1025 Second Avenue
Oakland, CA 94606
Attn: Jacqueline Minor, General Counsel

Re: Chabot Space & Science
Escrow # 1117009793

Dear Ms. Minor:

The escrow covering the above referenced property has been closed. The documents recorded on December 29, 2010.

In connection with the completion of this escrow, we are enclosing the following:

1. Invoice
2. Conformed copies of recorded documents
3. Copy of cancelled Note
4. Originals of Site Lease; Chabot JPA Lease Agreement, Agreement regarding Termination of Security Instruments
5. Copies of all other documents submitted to escrow

We appreciated the opportunity to work with you in this transaction and hope that it was handled to your satisfaction. We look forward to working with you again in the near future.

If you have any questions, please feel free to contact me.

Sincerely,

Julie Massey
Escrow Officer

Enclosures: as noted above

Accom 117009793
Recorded at the Request of
Old Republic Title Company
Oakland

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Oakland Unified School District
1025 Second Avenue, 4th Floor
Oakland, CA 94606-2212

Attn: Jacqueline Minor, General Counsel

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§ 6103, 27383

CERTIFIED A TRUE COPY OF THE ORIGINAL
RECORDED IN THE OFFICIAL RECORDS OF

ALAMEDA COUNTY ON 12/9/10

Under Recorder's Serial No. 2010390636

Old Republic Title Company JM

BY _____

Space above this line for Recorder's use.

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**"), dated for reference purposes as of November 9, 2010, is executed by and between by and between Chabot Space and Science Center, a joint powers agency ("**Chabot**") and the Oakland Unified School District, a California public school district ("**District**") with reference to that certain Site Lease dated as of November 9, 2010 by and between Chabot and District (the "**Site Lease**").

1. The purpose of this Memorandum is to provide notice of the existence of the Site Lease which is incorporated herein by this reference. This Memorandum incorporates all of the terms and provisions of the Site Lease as though fully set forth herein.

2. Chabot leases the property located at 10000 Skyline Drive in the City of Oakland, Alameda County, California as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**") pursuant to that certain Ground Lease dated as of February 25, 1994 and executed by and between the City of Oakland ("**City**") and Chabot (as amended by that certain First Amendment to Ground Lease and Subordination of Assumption Options dated as of July 1, 1999, hereafter, the "**Ground Lease**"). A Memorandum of the Ground Lease was recorded in the Official Records of Alameda County ("**Official Records**") on August 31, 1999 as Instrument No. 99332994.

3. Pursuant to the Site Lease, Chabot leases to District, and District leases from Chabot, the improvements located on the Property (the "**Improvements**"), subject to all of the terms and conditions set forth in the Site Lease.

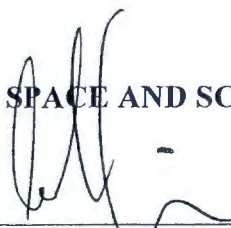
4. The term of the Site Lease is forty (40) years, commencing on October 1, 2009 ("**Commencement Date**") and expiring on September 30, 2050, subject to earlier termination pursuant to the terms of the Site Lease.

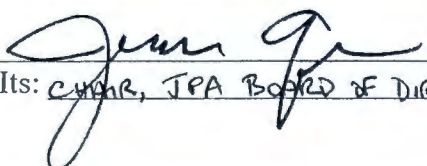

5. In the event of any conflict between this Memorandum and the terms and conditions of the Site Lease, the terms and conditions of the Site Lease shall control.

6. This Memorandum may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

CHABOT SPACE AND SCIENCE CENTER

By:  _____ Dated: 12/6/10
Its: EXECUTIVE DIRECTOR - Alexander M.F. Zwiester

By:  _____ Dated: 12/9/10
Its: CHAIR, JPA BOARD OF DIRECTORS - 

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____ Dated: _____
Gary Yee, President of the Board of Education

By: _____ Dated: _____
Edgar Rakestraw, Jr., District Secretary

By: _____ Dated: _____
Vernon Hal, Deputy Superintendent, Business and Operations

Approved as to form:

_____ Dated: _____
Jacqueline Minor, General Counsel

SIGNATURES MUST BE NOTARIZED.

STATE OF CALIFORNIA

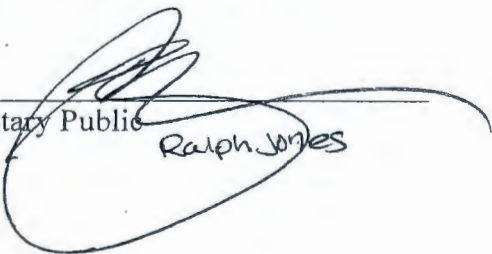
COUNTY OF ~~ALAMEDA~~ ^{MARIN}

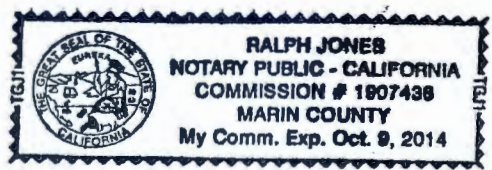
)
) SS.
)

On 12/6, 2010 before me, RALPH JONES, Notary Public, personally appeared ALEXANDER M.F. ZWISSLER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal


Notary Public
Ralph Jones



STATE OF CALIFORNIA

)

) ss.


COUNTY OF ALAMEDA

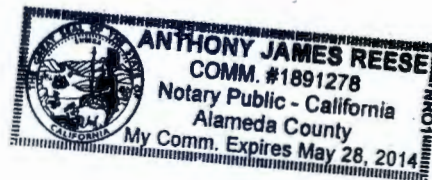
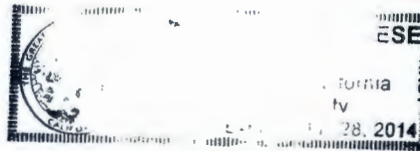
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On 12-9, 2010 before me, Anthony Reese, Notary Public, personally appeared Loi Jean Quan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal


Notary Public Anthony James Reese



6. This Memorandum may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

CHABOT SPACE AND SCIENCE CENTER

By: _____
Its: _____

Dated: _____

By: _____
Its: _____

Dated: _____

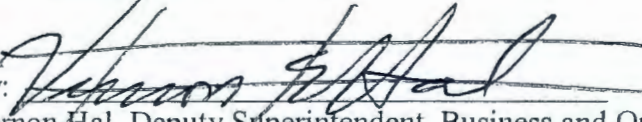
OAKLAND UNIFIED SCHOOL DISTRICT

By:  _____
Gary Yee, President of the Board of Education

Dated: 12/2/2010

By:  _____
Edgar Rakestraw, Jr., District Secretary

Dated: 12/2/2010

By:  _____
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: 12/2/10

Approved as to form:

Jacqueline Minor, General Counsel

Dated: _____

SIGNATURES MUST BE NOTARIZED.

STATE OF CALIFORNIA

)

) ss.

COUNTY OF ALAMEDA

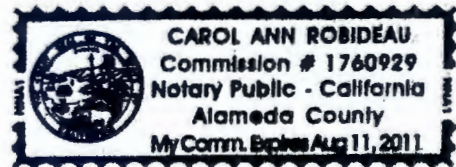
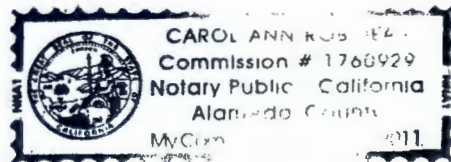
)

On 12-2-, 2010 before me, Carol Ann Robideau, Notary Public, personally appeared Gary Dexter Yee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Carol Ann Robideau
Notary Public Carol Ann Robideau



STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On 12-2-, 2010 before me, Carol Ann Robideau, Notary Public, personally appeared Edgar M. Rakestraw, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Carol Ann Robideau
Notary Public Carol Ann Robideau

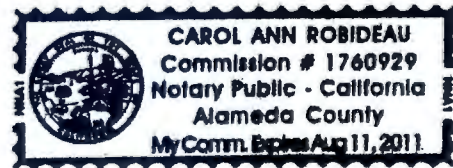


Exhibit A

PROPERTY

(Attach legal description.)

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Beginning at the point of intersection of the Northern boundary line of Skyline Boulevard as conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated November 2, 1921, and recorded December 2, 1921, in Volume 114 of Official Records, at Page 206, in the Office of the Recorder of Alameda County, California, with the Western boundary line of that certain 58.989 acre tract of land formerly known as a portion of Sequoia Park and conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated August 7, 1924, and recorded September 3, 1924, in Volume 792 of Official Records, at Page 173, in the Office of said Recorder; and running thence Northeasterly, along the Western boundary line of said 58.989 acre tract of land, 382.82 feet to a point on the Northeastern boundary line of the Antonio Maria Peralta, Patent, as described in Book "A" of Patents, Pages 648 to 672 aforesaid records of the County Recorder of Alameda County, distant on Course No. 14 of said Patent 483.96 feet Southeasterly from Post A. P. 15 of said Patent; thence Northwesterly along said boundary line of the Antonio Maria Peralta a Patent to Post A. P. 17 of said Patent, said Post A. P. 17 being on the Eastern boundary line of Lot 2907 of the "Piedmont Pines" tract filed October 15, 1932, in Map Book No. 14, at Pages 40 to 43, inclusive, in the Office of said Recorder; thence, leaving said Patent line and along the Eastern boundary line of said Lot 2907, Southeasterly 82.67 feet to a point on the Northeastern line of Skyline Boulevard as shown upon said "Piedmont Pines" tract, thence leaving said lot line and along the Northeastern line of Skyline Boulevard, Southeasterly 120.17 feet, more or less, to a point on the Northeastern line of Skyline Boulevard as conveyed by Villa Site and Development Company to City of Oakland, by Deed first hereinabove mentioned; and thence, along said line of Skyline Boulevard as described in said Deed, Southerly, Easterly and Southeasterly to the point of beginning.

EXCEPTING THEREFROM, that portion described in the Deed to the East Bay Utility District, recorded July 19, 1954, Book 7373, Page 401, Official Records.

APN: 029-1201-001-01

APN: 029-1201-001-02

APN: 048-7208-005-01 (portion)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

SELLER/TRANSFEROR CHABOT OBSERVATORY & SCIENCE CENTER		ASSESSOR'S PARCEL NUMBER 029-1201-001-02, 029-12014-001-01, por:048-7208-005-01	
BUYER/TRANSFEEE OAKLAND UNIFIED SCHOOL DISTRICT		BUYER'S DAYTIME TELEPHONE NUMBER (510) 879-8535	
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY 029-1201-001-02, 029-1201-001-01 (ptn); 0480-7208-005-1 (ptn); 029-1200-007 (ptn), Oakland, CA 94601			
MAIL PROPERTY TAX INFORMATION TO (NAME) OUSD 1025 2ND AVENUE,			
ADDRESS		CITY OAKLAND	STATE CA
		MO	DAY
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.		YEAR	94606

PART 1. TRANSFER INFORMATION

Please complete all statements.

YES NO

- YES NO A. This transfer is solely between spouses (addition or removal of a spouse, death of a spouse, divorce settlement, etc.).
- YES NO B. This transfer is solely between domestic partners currently registered with the California Secretary of State (addition or removal of a partner, death of a partner, termination settlement, etc.).
- YES NO C. This is a transfer between: parent(s) and child(ren) grandparent(s) and grandchild(ren).
- YES NO D. This transaction is to replace a principal residence by a person 55 years of age or older. Within the same county? YES NO
- YES NO E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
- YES NO F. This transaction is only a correction of the name(s) of the person(s) holding title to the property(e.g., a name change upon marriage). If YES, please explain: _____
- YES NO G. The recorded document creates, terminates, or reconveys a lender's interest in the property.
- YES NO H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (e.g., cosigner). If YES, please explain: _____
- YES NO I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
- J. This is a transfer of property:
 - YES NO 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - YES NO 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - YES NO 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - YES NO 4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.
- YES NO K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
- YES NO L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
- YES NO M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
- YES NO N. This transfer is to the first purchaser of a new building containing an active solar energy system.

* If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: Nov. 9, 2010

B. Type of transfer:

- Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
- Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
- Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- Other. Please explain: _____

C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance.

\$ _____

Down Payment: \$ _____ Interest rate: _____ % Seller-paid points or closing costs: \$ _____

Balloon payment: \$ _____

Loan carried by seller Assumption of Contractual Assessment* with a remaining balance of: \$ _____

* An assessment used to finance property-specific improvements that constitutes a lien against the real property.

B. The property was purchased: Through real estate broker. Broker name: _____ Phone Number: () _____

Direct from seller From a family member

Other. Please explain: _____

C. Please explain any special terms, seller concessions, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

- Single-family residence Co-op/Own-your-own Manufactured home
- Multiple-family residence. Number of units: _____ Condominium Unimproved lot
- Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial

GROUND LEASE & IMPROVEMENTS TO CITY PROPERTY

B. YES NO Personal/business property, or incentives, are included in the purchase price. Examples are furniture, farm equipment, machinery, club membership, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____

C. YES NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

YES NO The manufactured home is subject to local property tax. If NO, enter the decal number: _____

D. YES NO The property produces rental or other income.

If YES, the income is from: Lease/rent Contract Mineral rights Other: _____

E. The condition of the property at the time of sale was: Good Average Fair Poor

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief. This declaration is binding on each and every buyer/transferee.

SIGNATURE OF BUYER/TRANSFEEE OR CORPORATE OFFICER _____ DATE 12/16/10

NAME OF BUYER/TRANSFEEE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT) _____ TITLE _____

E-MAIL ADDRESS _____

Accom 117009793
Prepared at the Request of
Old Republic Title Company
Oakland

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Oakland Unified School District
1025 Second Avenue, 4th Floor
Oakland, CA 94606-2212

Attn: Jacqueline Minor, General Counsel

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§ 6103, 27383

CERTIFIED A TRUE COPY OF THE ORIGINAL
RECORDED IN THE OFFICIAL RECORDS OF

ALAMEDA COUNTY ON 12/29/10

Under Recorder's Serial No. 2010390631

Old Republic Title Company [Signature]

BY _____

Space above this line for Recorder's use.

MEMORANDUM OF LEASE

This Memorandum of Lease (this "**Memorandum**"), dated for reference purposes as of November 9, 2010, is executed by and between by and between Chabot Space and Science Center, a joint powers agency ("**Chabot**") and the Oakland Unified School District, a California public school district ("**District**") with reference to that certain Chabot JPA Lease Agreement dated as of November 9, 2010 by and between Chabot and District (the "**Facility Lease**").

1. The purpose of this Memorandum is to provide notice of the existence of the Facility Lease which is incorporated herein by this reference. This Memorandum incorporates all of the terms and provisions of the Facility Lease as though fully set forth herein.
2. Chabot leases the property located at 10000 Skyline Drive in the City of Oakland, Alameda County, California as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "**Property**") pursuant to that certain Ground Lease dated as of February 25, 1994 and executed by and between the City of Oakland ("**City**") and Chabot (as amended by that certain First Amendment to Ground Lease and Subordination of Assumption Options dated as of July 1, 1999, hereafter, the "**Ground Lease**"). A Memorandum of the Ground Lease was recorded in the Official Records of Alameda County ("**Official Records**") on August 31, 1999 as Instrument No. 99332994.
3. Pursuant to that certain Site Lease executed by Chabot and District and dated as of the same date as the Facility Lease, a Memorandum of which shall be recorded in the Official Records of Alameda County concurrently herewith, Chabot leases to District, and District leases from Chabot, the improvements located on the Property (the "**Improvements**"), subject to all of the terms and conditions set forth in the Site Lease.
4. Pursuant to the Facility Lease, District leases back to Chabot, and Chabot leases from District, the Improvements, subject to all of the terms and conditions set forth in the Facility Lease.

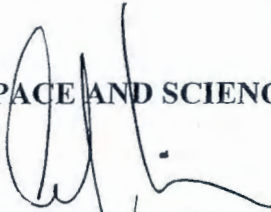
5. The term of the Facility Lease is forty (40) years, commencing on October 1, 2009 (“**Commencement Date**”) and expiring on September 30, 2050, subject to earlier termination pursuant to the terms of the Facility Lease.

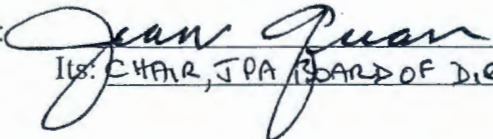
6. In the event of any conflict between this Memorandum and the terms and conditions of the Facility Lease, the terms and conditions of the Facility Lease shall control.

7. This Memorandum may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

CHABOT SPACE AND SCIENCE CENTER

By:  _____ Dated: 12/6/10
Its: EXECUTIVE DIRECTOR Alexander M.F. Zwisler

By:  _____ Dated: 12/9/10
Its: CHAIR, JPA BOARD OF DIRECTORS Lai Juan Juan

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____ Dated: _____
Gary Yee, President of the Board of Education

By: _____ Dated: _____
Edgar Rakestraw, Jr., District Secretary

By: _____ Dated: _____
Vernon Hal, Deputy Superintendent, Business and Operations

Approved as to form:

Jacqueline Minor, General Counsel

Dated: _____

SIGNATURES MUST BE NOTARIZED.

STATE OF CALIFORNIA

COUNTY OF ~~ALAMEDA~~ ^{MARIN}

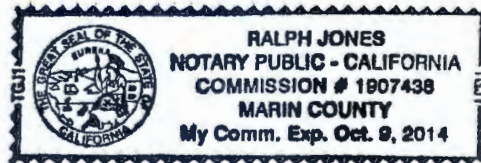
)
) ss.
)

On 12/6, 2010 before me, RALPH JONES, Notary Public, personally appeared ALEXANDER M.F. ZWISLER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal


Notary Public Ralph Jones



STATE OF CALIFORNIA

)

) ss.

COUNTY OF ALAMEDA

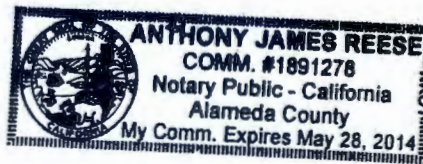
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On 12-9, 2010 before me, Anthony Reese, Notary Public, personally appeared Lai Sean Quan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

[Signature]
Notary Public Anthony James Reese



5. The term of the Facility Lease is forty (40) years, commencing on October 1, 2009 (“**Commencement Date**”) and expiring on September 30, 2050, subject to earlier termination pursuant to the terms of the Facility Lease.

6. In the event of any conflict between this Memorandum and the terms and conditions of the Facility Lease, the terms and conditions of the Facility Lease shall control.

7. This Memorandum may be executed in counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

CHABOT SPACE AND SCIENCE CENTER

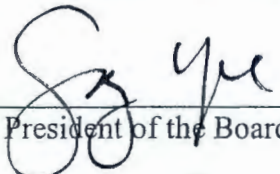
By: _____
Its: _____

Dated: _____

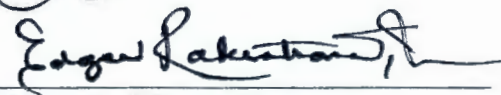
By: _____
Its: _____

Dated: _____

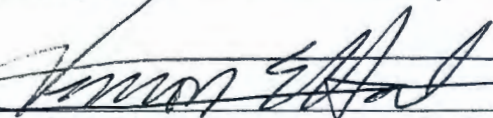
OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President of the Board of Education

Dated: 12/2/2010

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 12/2/2010

By: 
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: 12/2/10

Approved as to form:


Jacqueline Minor, General Counsel

Dated: 12/2/10

SIGNATURES MUST BE NOTARIZED.

STATE OF CALIFORNIA

)

) ss.

COUNTY OF ALAMEDA

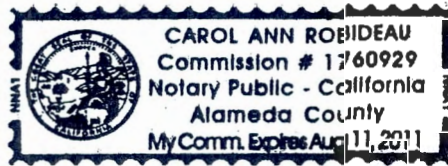
)

On 12-2-, 2010 before me, Carol Ann Robideau, Notary Public, personally appeared Gary Dexter Yee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Carol Ann Robideau
Notary Public Carol Ann Robideau



STATE OF CALIFORNIA

)

)

ss.

COUNTY OF ALAMEDA

)

On 12-2-, 2010 before me, Carol Ann Robideau Notary Public, personally appeared Edgar M. Rakestraw who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Carol Ann Robideau
Notary Public Carol Ann Robideau

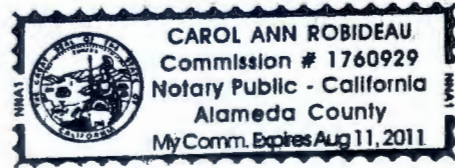


Exhibit A

PROPERTY

(Attach legal description.)

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Beginning at the point of intersection of the Northern boundary line of Skyline Boulevard as conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated November 2, 1921, and recorded December 2, 1921, in Volume 114 of Official Records, at Page 206, in the Office of the Recorder of Alameda County, California, with the Western boundary line of that certain 58.989 acre tract of land formerly known as a portion of Sequoia Park and conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated August 7, 1924, and recorded September 3, 1924, in Volume 792 of Official Records, at Page 173, in the Office of said Recorder; and running thence Northeasterly, along the Western boundary line of said 58.989 acre tract of land, 382.82 feet to a point on the Northeastern boundary line of the Antonio Maria Peralta, Patent, as described in Book "A" of Patents, Pages 648 to 672 aforesaid records of the County Recorder of Alameda County, distant on Course No. 14 of said Patent 483.96 feet Southeasterly from Post A. P. 15 of said Patent; thence Northwesterly along said boundary line of the Antonio Maria Peralta a Patent to Post A. P. 17 of said Patent, said Post A. P. 17 being on the Eastern boundary line of Lot 2907 of the "Piedmont Pines" tract filed October 15, 1932, in Map Book No. 14, at Pages 40 to 43, inclusive, in the Office of said Recorder; thence, leaving said Patent line and along the Eastern boundary line of said Lot 2907, Southeasterly 82.67 feet to a point on the Northeastern line of Skyline Boulevard as shown upon said "Piedmont Pines" tract, thence leaving said lot line and along the Northeastern line of Skyline Boulevard, Southeasterly 120.17 feet, more or less, to a point on the Northeastern line of Skyline Boulevard as conveyed by Villa Site and Development Company to City of Oakland, by Deed first hereinabove mentioned; and thence, along said line of Skyline Boulevard as described in said Deed, Southerly, Easterly and Southeasterly to the point of beginning.

EXCEPTING THEREFROM, that portion described in the Deed to the East Bay Utility District, recorded July 19, 1954, Book 7373, Page 401, Official Records.

APN: 029-1201-001-01

APN: 029-1201-001-02

APN: 048-7208-005-01 (portion)

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A *Preliminary Change of Ownership Report* must be filed with each conveyance in the County Recorder's office for the county where the property is located. Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

SELLER/TRANSFEROR OAKLAND UNIFIED SCHOOL DISTRICT (LESSEE)	ASSESSOR'S PARCEL NUMBER 029-1201-001-02, 029-12014-001-01, por:048-7208-005-01
BUYER/TRANSFEEE CHARLOT SPAGE + SCIENCE CENTER (SUB-LESSEE)	BUYER'S DAYTIME TELEPHONE NUMBER ()
STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY 029-1201-001-02, 029-1201-001-01 (ptn); 0480-7208-005-1 (ptn.); 029-1200-007 (ptn), Oakland, CA 94601	
MAIL PROPERTY TAX INFORMATION TO (NAME)	

ADDRESS 10000 SKYLINE BLVD	CITY OAKLAND	STATE CA	ZIP CODE 94619
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.		MO	DAY YEAR

PART 1. TRANSFER INFORMATION *Please complete all statements.*

- YES NO
- A. This transfer is solely between spouses (*addition or removal of a spouse, death of a spouse, divorce settlement, etc.*).
 - B. This transfer is solely between domestic partners currently registered with the California Secretary of State (*addition or removal of a partner, death of a partner, termination settlement, etc.*).
 - *C. This is a transfer between: parent(s) and child(ren) grandparent(s) and grandchild(ren).
 - *D. This transaction is to replace a principal residence by a person 55 years of age or older.
Within the same county? YES NO
 - *E. This transaction is to replace a principal residence by a person who is severely disabled as defined by Revenue and Taxation Code section 69.5. Within the same county? YES NO
 - F. This transaction is only a correction of the name(s) of the person(s) holding title to the property (*e.g., a name change upon marriage*).
If YES, please explain: _____
 - G. The recorded document creates, terminates, or reconveys a lender's interest in the property.
 - H. This transaction is recorded only as a requirement for financing purposes or to create, terminate, or reconvey a security interest (*e.g., cosigner*). If YES, please explain: _____
 - I. The recorded document substitutes a trustee of a trust, mortgage, or other similar document.
 - J. This is a transfer of property:
 - 1. to/from a revocable trust that may be revoked by the transferor and is for the benefit of the transferor, and/or the transferor's spouse registered domestic partner.
 - 2. to/from a trust that may be revoked by the creator/grantor/trustor who is also a joint tenant, and which names the other joint tenant(s) as beneficiaries when the creator/grantor/trustor dies.
 - 3. to/from an irrevocable trust for the benefit of the creator/grantor/trustor and/or grantor's/trustor's spouse grantor's/trustor's registered domestic partner.
 - 4. to/from an irrevocable trust from which the property reverts to the creator/grantor/trustor within 12 years.
 - K. This property is subject to a lease with a remaining lease term of 35 years or more including written options.
 - L. This is a transfer between parties in which proportional interests of the transferor(s) and transferee(s) in each and every parcel being transferred remain exactly the same after the transfer.
 - M. This is a transfer subject to subsidized low-income housing requirements with governmentally imposed restrictions.
 - *N. This transfer is to the first purchaser of a new building containing an active solar energy system.

* If you checked YES to statements C, D, or E, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your previous tax base. If you checked YES to statement N, you may qualify for a property tax new construction exclusion. A claim form must be filed and all requirements met in order to obtain any of these exclusions. Contact the Assessor for claim forms.

Please provide any other information that will help the Assessor understand the nature of the transfer.

THIS DOCUMENT IS NOT SUBJECT TO PUBLIC INSPECTION

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

A. Date of transfer, if other than recording date: _____

B. Type of transfer:

- Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
- Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
- Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
- Original term in years (including written options): _____ Remaining term in years (including written options): _____
- Other. Please explain: _____

C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

A. Total purchase or acquisition price. Do not include closing costs or mortgage insurance.

\$ _____

Down Payment: \$ _____ Interest rate: _____ % Seller-paid points or closing costs: \$ _____

Balloon payment: \$ _____

N/A

Loan carried by seller Assumption of Contractual Assessment* with a remaining balance of: \$ _____

* An assessment used to finance property-specific improvements that constitutes a lien against the real property.

B. The property was purchased: Through real estate broker. Broker name: _____ Phone Number: () _____

Direct from seller From a family member

Other. Please explain: _____

C. Please explain any special terms, seller concessions, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

A. Type of property transferred

- Single-family residence Co-op/Own-your-own Manufactured home
- Multiple-family residence. Number of units: _____ Condominium Unimproved lot
- Other. Description: (i.e., timber, mineral, water rights, etc.) _____ Timeshare Commercial/Industrial
MUSEUM

B. YES NO Personal/business property, or incentives, are included in the purchase price. Examples are furniture, farm equipment, machinery, club membership, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____

C. YES NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

YES NO The manufactured home is subject to local property tax. If NO, enter the decal number: _____

D. YES NO The property produces rental or other income.

If YES, the income is from: Lease/rent Contract Mineral rights Other: _____

E. The condition of the property at the time of sale was: Good Average Fair Poor

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information herein, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief. This declaration is binding on each and every buyer/transferee.

SIGNATURE OF BUYER/TRANSFEREE OR CORPORATE OFFICER

DATE
12/13/10

NAME OF BUYER/TRANSFEREE/LEGAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)

CENTOR
TITLE
CEO (EXECUTIVE DIRECTOR)

ALEXANDER ZWISLOCK, CHABOT SPACE & SCIENCE

E-MAIL ADDRESS

(SUB-LESSEE)

The Assessor's office may contact you for additional information regarding this transaction.

RECORDING REQUESTED BY

OLD REPUBLIC TITLE COMPANY

ORDER #: 1117009793

APN #: 029-1201-001-02, 029-12014-001-01,

Por: 048-7208-005-01

WHEN RECORDED MAIL TO

Oakland Unified School District
c/o DWK - 71 Stevenson Street,
19th Fl, Attn: Catherine Boskoff
San Francisco, CA 94105

CERTIFIED A TRUE COPY OF THE ORIGINAL
RECORDED IN THE OFFICIAL RECORDS OF

ALAMEDA COUNTY ON 12/29/10

Under Recorder's Serial No. 2010390632

Old Republic Title Company [Signature]

BY _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Substitution of Trustee and Deed of Reconveyance

The undersigned, Oakland Unified School District

as the present Beneficiary of the Note secured by Deed of Trust dated 7/1/99

made by: Chabot Observatory and Science Center, a joint exercise of powers agency duly organized and validly existing under the laws of the State of California

Trustor, to Stewart Title Guaranty Company

Trustee, for Oakland Unified School District

Beneficiary, which Deed of Trust was recorded

August 31, 1999 Series No. 99332995, in Book _____, Page _____ of Official Records of Alameda, County, CA and hereby substitutes Oakland Unified School District as Trustee in lieu of the Trustee herein.

Oakland Unified School District, hereby accepts said appointment as Trustee under the above Deed of Trust, and as Substituted Trustee, and pursuant to the request of said owner and holder and in accordance with the provisions of said Deed of Trust, does hereby RECONVEY WITHOUT WARRANTY, to the person or persons legally entitled thereto, all the estate now held by it under said Deed of Trust.

December 8, 2010

IN WITNESS WHEREOF the present Beneficiary above named, and Oakland Unified School District as Substituted Trustee, has caused this Instrument to be executed, each in its respective interest.

Substituted Trustee

Beneficiary

Oakland Unified School District

Oakland Unified School District

By: Jacqueline Minor
Name: Jacqueline Minor
Title: General Counsel

By: Jacqueline Minor
Name: Jacqueline Minor
Title: General Counsel

State of California

County of Alameda

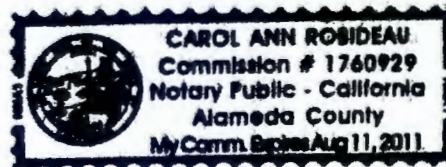
On 12-8-2010 before me, Carol Ann Robideau a Notary Public, personally appeared Jacqueline Minor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Carol Ann Robideau

Name: Carol Ann Robideau
(typed or printed)



(Seal)

PROMISSORY NOTE

\$10,265,000.00

Cancelled

Oakland, California
July 1, 1999

FOR VALUE RECEIVED, the undersigned CHABOT OBSERVATORY AND SCIENCE CENTER, a joint exercise of powers agency duly organized and existing under the laws of the State of California ("Borrower"), promises to pay to the order of the OAKLAND UNIFIED SCHOOL DISTRICT ("Lender") at its office at 1025 Second Avenue, Oakland, California, or at such other place as the holder hereof may designate, in lawful money of the United States of America and in immediately available funds, the principal sum of Ten Million Two Hundred Sixty Five Thousand and no/100ths Dollars (\$10,265,000.00), with interest thereon, to be computed at the Reference Rate plus zero percent (0%) per annum commencing August 17, 1999. Each change in the interest rate hereunder shall take effect on the date the Reference Rate changes. Lender is hereby authorized to note the date, principal amount, the interest rate applicable thereto and any payments made thereon on Lender's books and records or the books and records of the Trustee (either manually or by electronic entry) and/or on any schedule attached to this Note, which notations shall be prima facie evidence of the accuracy of the information noted.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement dated July 1, 1999 (the "Loan Agreement") by and between Lender and Borrower.

A. DEFINITIONS:

As used herein, the following terms shall have the meanings set forth after each:

1. "Business Day" means any day other than a Saturday, Sunday or a day on which the New York Stock Exchange is closed or banks in the city in which the principal corporate trust office of the Trustee is located or in the city in which the payment office of the Bank is located are authorized or obligated by law or executive order to close.

2. "Payment Date" means, prior to and including the Conversion Date, ten (10) days prior to a Certificate Interest Payment Date with respect to interest, and July 22 of each year commencing July 22, 2000 with respect principal, and after the Conversion Date, July 5 and January 5 of each year.

3. "Reference Rate" means at any time the rate of interest used from time-to-time under the Certificate Lease to calculate the interest component of the Certificate Lease Payments attributable to the Loan, which rate shall be the Adjustable Interest Rate or, after any Conversion Date when all or a portion

of the Loan begins to be payable with respect to interest at the Fixed Interest Rate, then the Fixed Interest Rate with respect to the portion of the Loan converted to a Fixed Interest Rate and the Adjustable Interest Rate with respect to any portion of the Loan not converted to a Fixed Interest Rate. Notwithstanding anything herein to the contrary, the "Reference Rate" shall mean the Fixed Interest Rate to the extent the Bank elects to have all or a portion of the Certificates attributable to the Loan payable at the Fixed Interest Rate on any date during any period in which such Certificates are payable at an Adjustable Interest Rate, after the date on which the Bank has held Bank Certificates for one hundred twenty (120) consecutive days without such Certificates having been remarketed as provided in Section 4.8(a) of the Certificate Lease.

B. INTEREST:

1. Payment of Interest. Interest accrued on this Note shall be payable on each Payment Date. While the Adjustable Interest Rate is in effect, interest accrued on this Note shall be payable on each Payment Date listed in Exhibit A attached hereto and made a part hereof by this reference. Lender shall send written notification to Borrower at least 5 days prior to each interest payment date specified in Exhibit A of this Note, which notification will indicate the interest due on the next succeeding interest payment date; provided, any failure on the part of Lender to provide such notice shall not excuse Borrower from paying interest as and when due hereunder.

2. Option to Convert to Fixed Interest Rate. Borrower shall have the option to convert all or a portion of the Loan to a Fixed Interest Rate provided the terms and conditions for the conversion of Certificates attributable to the Loan to a Fixed Interest Rate under Section 4.8 of the Certificate Lease are satisfied. Lender agrees to cooperate with Borrower in this regard and shall, upon written request by Borrower and at Borrower's expense, initiate and process the conversion of Certificates attributable to the Loan, or such portion Borrower elects to convert, to a Fixed Interest Rate under Section 4.8 of the Certificate Lease.

3. Interest Rate Determinations. While the Reference Rate is based on the rate used to calculate the interest component of the Certificate Lease Payments, all interest rate determinations under the Certificate Lease (whether the determination is made while the rate is variable or upon conversion to a fixed rate of interest) shall be binding on Borrower.

4. Change in Reference Rate. In the event the Reference Rate is no longer in effect or otherwise not available as a result of any refunding or refinancing of the Certificates, the termination or cancellation of the Certificate Lease, or the redemption of all Certificates prior to the satisfaction of Borrower's obligations under the Loan, the Lender shall consult

with bond counsel regarding available reference rate options. Lender shall have the right to select and use for purposes of this Loan, any substitute reference rate it deems, at its sole discretion, is reasonably necessary to comply with any law, rule, regulation or instrument to which it is bound, with the understanding that such substitute reference rate shall be substantially comparable to the Reference Rate then in effect.

C. REPAYMENT:

1. Repayment. While the Adjustable Interest Rate is in effect, the Borrower shall repay the outstanding principal balance of the Loan in annual installments in the amounts and on the principal Payment Dates set forth in Exhibit A attached to this Note. A final installment consisting of the remaining outstanding principal balance of the Loan shall be due and payable in full on July 22, 2024. After conversion of any portion of the Loan to a Fixed Rate of Interest, principal repayment with respect to the portion of the Loan bearing a Fixed Interest Rate shall be adjusted, if necessary, to reflect any change in maturities established under Section 4.8(a) of the Certificate Lease for the Certificates attributable to such portion of the Loan.

2. Application of Payments. Each payment made on this Note shall be credited first, to any interest then due and second, to the outstanding principal balance hereof.

3. Voluntary Prepayment. Borrower may prepay the outstanding principal balance of the Loan or applicable portion thereof (i) in any integral multiple of an Authorized Denomination, on any Certificate Interest Payment Date without premium upon 55 days prior written notice to Lender, when interest with respect to the Loan or portion thereof to be prepaid is payable at the Adjustable Interest Rate, and (ii) in any integral multiple of an Authorized Denomination (not in excess of the principal amount of Certificates outstanding attributable to the Loan that are then payable at the Fixed Interest Rate) on any Certificate Interest Payment Date, with a premium calculated at the rates set forth in the Certificate Lease under Section 10.2(a), upon 55 days prior written notice to Lender when interest with respect to the Loan or the portion to be prepaid is payable at the Fixed Rate of Interest. Prepayments shall reduce Borrower's obligation to repay principal in inverse order of their dates of payment provided herein. In the event Lender, at its sole discretion, decides to redeem Certificates in connection with Borrower's prepayment, Borrower shall cooperate and make payments of principal, accrued but unpaid interest and premium, if any, in the amounts and at the times required by Section 10.4 of the Certificate Lease for the timely redemption of Certificates.

4. Mandatory Prepayment. As noted in Section 2.1(e) of the Loan Agreement, Lender's obligation to make Certificate Lease

Payments generally may not be accelerated. However, under certain circumstances under the Certificate Lease or the Standby Purchase Agreement, Lender may be required to prepay of Certificate Lease Payments. In these circumstances, Borrower shall be required to prepay the Loan in the amounts and in the manner provided below:

a. Standby Purchase Agreement. The Bank may require the prepayment of Certificate Lease Payments while the Certificates bear an Adjustable Interest Rate. Section 2.2(b) of the Standby Purchase Agreement provides that, in the event any Bank Certificate cannot be remarketed within a period of 120 days, Lender may be required to prepay Certificate Lease Payments in such principal and interest amounts so as to repay such Bank Certificates over a twelve year period in equal semi-annual payments. If Lender is required to make such prepayments, Borrower shall proportionately prepay the Loan in the manner Lender is required to prepay Bank Certificates based on the ratio of the then outstanding principal balance of the Loan over the then outstanding principal balance of the Certificate Financing.

b. Net Proceeds from Insurance or Eminent Domain. Under the Certificate Lease, Lender (a self-insured entity) is required, in certain circumstances, to prepay Certificate Lease Payments with net proceeds Lender derives from an insurance award resulting from damage or destruction of any portion of the premises Lender leases under the Certificate Lease (the "Certificate Lease Premises") or from an eminent domain award in connection with any taking or sale of the Certificate Lease Premises under the threat of the exercise of a power of eminent domain. Any such prepayment of Certificate Lease Payments shall first be applied to prepay the outstanding principal balance of the Certificates (and any associated accrued, but unpaid interest) attributable to Lender's portion of the Certificate Financing, rather than the portion of the Certificate Financing attributable to the Loan. In the event the net proceeds of such insurance award or eminent domain award exceed Lender's portion of the Certificate Financing and, therefore, are applied to prepay any portion of the Certificate Financing attributable to the Loan, Borrower shall be obligated to prepay the Loan in the amount of any such prepayment of Certificate Lease Payments on demand by Lender.

c. Changes in Certificate Financing. Borrower understands that Lender's obligation to make prepayments of Certificate Lease Payments may change over time under the Certificate Financing. For instance, if Lender is required to replace the Standby Purchase Agreement with some other facility, the terms of the Certificate Financing with respect to the prepayment of Certificate Lease Payments may be altered. Borrower acknowledges and agrees that any change in Lender's obligation to pre-pay under the Certificate Financing shall apply to Borrower's obligation to make Loan prepayments under this Note.

5. Application of Prepayments. All prepayments of principal shall be applied on the most remote principal installment or installments then unpaid.

D. EVENTS OF DEFAULT:

This Note is made pursuant to and is subject to the terms and conditions of that certain Loan Agreement between Borrower and Lender dated as of July 1, 1999, as amended from time to time (the "Loan Agreement"). Any default in the payment or performance of any obligation under this Note, or any defined event of default under the Loan Agreement, shall constitute an "Event of Default" under this Note.

E. MISCELLANEOUS:

1. Remedies. Upon the sale, transfer, hypothecation, assignment or other encumbrance, whether voluntary, involuntary or by operation of law, of all or any interest in the property described in any deed of trust securing this Note, or upon the occurrence of any Event of Default, the holder of this Note, at the holder's option, may declare all sums of principal and interest outstanding hereunder to be immediately due and payable without presentment, demand, protest or notice of dishonor, all of which are expressly waived by each Borrower. Each Borrower shall pay to the holder immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the holder's in-house counsel), incurred by the holder in connection with the enforcement of the holder's rights and/or the collection of any amounts which become due to the holder under this Note, and the prosecution or defense of any action in any way related to this Note, including without limitation, any action for declaratory relief, and including any of the foregoing incurred in connection with any bankruptcy proceeding relating to any Borrower.

2. Undisbursed Funds/Earnings Credit. As provided in Section 2.1(a) of the Loan Agreement, Borrower shall receive a credit equal to the earnings on any undisbursed funds in the Acquisition and Construction Fund, which credit shall be applied against any interest, cost or expense that accrues under the Loan pending disbursement of the funds under the Loan Agreement.

3. Default Rate. From and after the maturity date of this Note, or such earlier date as all principal owing hereunder becomes due and payable by acceleration or otherwise, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on

the basis of a 360-day year, actual days elapsed) equal to i) two percent (2%) above the rate of interest from time to time applicable to this Note or ii) such lesser rate above the rate of interest from time to time applicable to this Note as may be required by law to maintain the tax exempt status of the Certificates.

4. Obligations Joint and Several. Should more than one person or entity sign this Note as a Borrower, the obligations of each such Borrower shall be joint and several.

5. Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of California.

6. Borrower has caused this Note to be executed by its officers, who were duly authorized and directed to do so by a resolution of its board of directors which was duly passed and adopted by the requisite number of members of the board at a meeting which was duly called, noticed, and held.

This Note is secured by a Leasehold Construction Deed of Trust with Absolute Assignment of Leases and Rents Security Agreement and Fixture Filing of even date herewith and other collateral.

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Note to Lender as of the date first above written.

BORROWER:

CHABOT OBSERVATORY AND SCIENCE CENTER,
a Joint Exercise of Powers Agency

By: Earl S. Hamlin
Name: Earl S. Hamlin
Title: Treasurer

By: Angel M. Gallego
Name: Angel M. Gallego
Title: CEO

Cancelled

LENDER:

OAKLAND UNIFIED SCHOOL DISTRICT

By: Angel M. Gallego
Name: Angel M. Gallego
Title: CEO

the basis of a 360-day year, actual days elapsed) equal to i) two percent (2%) above the rate of interest from time to time applicable to this Note or ii) such lesser rate above the rate of interest from time to time applicable to this Note as may be required by law to maintain the tax exempt status of the Certificates.

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This Note is secured by a Leasehold Construction Deed of Trust with Absolute Assignment of Leases and Rents Security Agreement and Fixture Filing of even date herewith and other collateral.

IN WITNESS WHEREOF, Borrower has duly executed and delivered this Note to Lender as of the date first above written.

BORROWER:

CHABOT OBSERVATORY AND SCIENCE CENTER,
a Joint Exercise of Powers Agency

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Cancelled

LENDER:

OAKLAND UNIFIED SCHOOL DISTRICT

By: *Jane S. More-Jobey Le-Combs*
Name: _____
Title: *Deputy General Counsel*

EXHIBIT A – DEBT SERVICE

Alameda Contra Costa Schools Financing Authority
Oakland USD Chabot Science Center Loan

Chabot Payment Due Date	Principal	Interest Rate*	Interest*	Debt Service	Annual Debt Service	Loan Balance
	-		-	-		10,265,000
July 22, 1999	-		53,153.01	53,153.01		10,265,000
October 22, 1999	-		108,668.38	108,668.38		10,265,000
January 22, 2000	-		108,668.38	108,668.38		10,265,000
April 21, 2000	-		106,015.57	106,015.57		10,265,000
June 30, 2000	-		-	-	376,505.34	10,265,000
July 22, 2000	-		108,371.48	108,371.48		10,265,000
October 22, 2000	-		108,371.48	108,371.48		10,265,000
January 22, 2001	-		108,371.48	108,371.48		10,265,000
April 21, 2001	-		105,124.85	105,124.85		10,265,000
June 30, 2001	-		-	-	430,239.29	10,265,000
July 22, 2001	-		108,668.38	108,668.38		10,265,000
October 22, 2001	-		108,668.38	108,668.38		10,265,000
January 22, 2002	-		108,668.38	108,668.38		10,265,000
April 21, 2002	-		105,124.85	105,124.85		10,265,000
June 30, 2002	-		-	-	431,129.99	10,265,000
July 22, 2002	270,000	4.20%	108,668.38	378,668.38		9,995,000
October 22, 2002	-		105,810.08	105,810.08		9,995,000
January 22, 2003	-		105,810.08	105,810.08		9,995,000
April 21, 2003	-		102,359.75	102,359.75		9,995,000
June 30, 2003	-		-	-	692,648.29	9,995,000
July 22, 2003	280,000	4.20%	105,810.08	385,810.08		9,715,000
October 22, 2003	-		102,845.92	102,845.92		9,715,000
January 22, 2004	-		102,845.92	102,845.92		9,715,000
April 21, 2004	-		100,335.25	100,335.25		9,715,000
June 30, 2004	-		-	-	691,837.17	9,715,000
July 22, 2004	295,000	4.20%	102,564.92	397,564.92		9,420,000
October 22, 2004	-		99,450.49	99,450.49		9,420,000
January 22, 2005	-		99,450.49	99,450.49		9,420,000
April 21, 2005	-		96,471.12	96,471.12		9,420,000
June 30, 2005	-		-	-	692,937.02	9,420,000
July 22, 2005	305,000	4.20%	99,722.96	404,722.96		9,115,000
October 22, 2005	-		96,494.14	96,494.14		9,115,000
January 22, 2006	-		96,494.14	96,494.14		9,115,000
April 21, 2006	-		93,347.59	93,347.59		9,115,000
June 30, 2006	-		-	-	691,058.83	9,115,000
July 22, 2006	320,000	4.20%	96,494.14	416,494.14		8,795,000
October 22, 2006	-		93,106.52	93,106.52		8,795,000
January 22, 2007	-		93,106.52	93,106.52		8,795,000
April 21, 2007	-		90,070.44	90,070.44		8,795,000
June 30, 2007	-		-	-	692,777.62	8,795,000
July 22, 2007	335,000	4.20%	93,106.52	428,106.52		8,460,000
October 22, 2007	-		89,560.11	89,560.11		8,460,000

* Estimated

Chabot Payment Due Date	Principal	Interest Rate*	Interest*	Debt Service	Annual Debt Service	Loan Balance
January 22, 2008	-		89,560.11	89,560.11		8,460,000
April 21, 2008	-		87,373.77	87,373.77		8,460,000
June 30, 2008	-		-	-	694,600.51	8,460,000
July 22, 2008	350,000	4.20%	89,315.41	439,315.41		8,110,000
October 22, 2008	-		85,620.33	85,620.33		8,110,000
January 22, 2009	-		85,620.33	85,620.33		8,110,000
April 21, 2009	-		83,055.29	83,055.29		8,110,000
June 30, 2009	-		-	-	693,611.36	8,110,000
July 22, 2009	365,000	4.20%	85,854.90	450,854.90		7,745,000
October 22, 2009	-		81,990.90	81,990.90		7,745,000
January 22, 2010	-		81,990.90	81,990.90		7,745,000
April 21, 2010	-		79,317.29	79,317.29		7,745,000
June 30, 2010	-		-	-	694,153.99	7,745,000
July 22, 2010	375,000	4.20%	81,990.90	456,990.90		7,370,000
October 22, 2010	-		78,021.04	78,021.04		7,370,000
January 22, 2011	-		78,021.04	78,021.04		7,370,000
April 21, 2011	-		75,476.88	75,476.88		7,370,000
June 30, 2011	-		-	-	688,509.86	7,370,000
July 22, 2011	390,000	4.20%	78,021.04	468,021.04		6,980,000
October 22, 2011	-		73,892.38	73,892.38		6,980,000
January 22, 2012	-		73,892.38	73,892.38		6,980,000
April 21, 2012	-		72,088.52	72,088.52		6,980,000
June 30, 2012	-		-	-	687,894.32	6,980,000
July 22, 2012	410,000	4.20%	73,690.49	483,690.49		6,570,000
October 22, 2012	-		69,361.97	69,361.97		6,570,000
January 22, 2013	-		69,361.97	69,361.97		6,570,000
April 21, 2013	-		67,284.00	67,284.00		6,570,000
June 30, 2013	-		-	-	689,698.43	6,570,000
July 22, 2013	430,000	4.20%	69,552.00	499,552.00		6,140,000
October 22, 2013	-		64,999.89	64,999.89		6,140,000
January 22, 2014	-		64,999.89	64,999.89		6,140,000
April 21, 2014	-		62,880.33	62,880.33		6,140,000
June 30, 2014	-		-	-	692,432.11	6,140,000
July 22, 2014	445,000	4.20%	64,999.89	509,999.89		5,695,000
October 22, 2014	-		60,288.99	60,288.99		5,695,000
January 22, 2015	-		60,288.99	60,288.99		5,695,000
April 21, 2015	-		58,323.04	58,323.04		5,695,000
June 30, 2015	-		-	-	688,900.91	5,695,000
July 22, 2015	465,000	4.20%	60,288.99	525,288.99		5,230,000
October 22, 2015	-		55,366.36	55,366.36		5,230,000
January 22, 2016	-		55,366.36	55,366.36		5,230,000
April 21, 2016	-		54,014.75	54,014.75		5,230,000
June 30, 2016	-		-	-	690,036.46	5,230,000
July 22, 2016	485,000	4.20%	55,215.08	540,215.08		4,745,000
October 22, 2016	-		50,094.75	50,094.75		4,745,000
January 22, 2017	-		50,094.75	50,094.75		4,745,000
April 21, 2017	-		48,594.00	48,594.00		4,745,000
June 30, 2017	-		-	-	688,998.58	4,745,000
July 22, 2017	510,000	4.20%	50,232.00	560,232.00		4,235,000

* Estimated

Chabot Payment Due Date	Principal	Interest Rate*	Interest*	Debt Service	Annual Debt Service	Loan Balance
October 22, 2017	-		44,832.99	44,832.99		4,235,000
January 22, 2018	-		44,832.99	44,832.99		4,235,000
April 21, 2018	-		43,371.04	43,371.04		4,235,000
June 30, 2018	-		-	-	693,269.02	4,235,000
July 22, 2018	530,000	4.20%	44,832.99	574,832.99		3,705,000
October 22, 2018	-		39,222.25	39,222.25		3,705,000
January 22, 2019	-		39,222.25	39,222.25		3,705,000
April 21, 2019	-		37,943.26	37,943.26		3,705,000
June 30, 2019	-		-	-	691,220.75	3,705,000
July 22, 2019	555,000	4.20%	39,222.25	594,222.25		3,150,000
October 22, 2019	-		33,346.85	33,346.85		3,150,000
January 22, 2020	-		33,346.85	33,346.85		3,150,000
April 21, 2020	-		32,532.79	32,532.79		3,150,000
June 30, 2020	-		-	-	693,448.74	3,150,000
July 22, 2020	580,000	4.20%	33,255.74	613,255.74		2,570,000
October 22, 2020	-		27,132.46	27,132.46		2,570,000
January 22, 2021	-		27,132.46	27,132.46		2,570,000
April 21, 2021	-		26,319.62	26,319.62		2,570,000
June 30, 2021	-		-	-	693,840.28	2,570,000
July 22, 2021	605,000	4.20%	27,206.79	632,206.79		1,965,000
October 22, 2021	-		20,802.08	20,802.08		1,965,000
January 22, 2022	-		20,802.08	20,802.08		1,965,000
April 21, 2022	-		20,123.75	20,123.75		1,965,000
June 30, 2022	-		-	-	693,934.70	1,965,000
July 22, 2022	625,000	4.20%	20,802.08	645,802.08		1,340,000
October 22, 2022	-		14,185.64	14,185.64		1,340,000
January 22, 2023	-		14,185.64	14,185.64		1,340,000
April 21, 2023	-		13,723.07	13,723.07		1,340,000
June 30, 2023	-		-	-	687,896.43	1,340,000
July 22, 2023	655,000	4.20%	14,185.64	669,185.64		685,000
October 22, 2023	-		7,251.62	7,251.62		685,000
January 22, 2024	-		7,251.62	7,251.62		685,000
April 21, 2024	-		7,074.59	7,074.59		685,000
June 30, 2024	-		-	-	690,763.47	685,000
July 22, 2024	685,000	4.20%	7,231.80	692,231.80		-
June 20, 2025	-		-	-	692,231.80	-
	10,265,000		6,879,575	17,144,575	17,144,575	

* Estimated

SITE LEASE

THIS SITE LEASE (this "Site Lease"), dated for reference purposes as of this ~~7th~~^{5th} day of ~~November~~, 2010, is made by and between the Chabot Space and Science Center, a joint powers agency ("Chabot JPA") and the Oakland Unified School District, a California public school district ("District").

WHEREAS, for the purpose of enabling Chabot JPA to repay the outstanding balance of a loan made in 1999 by the District to Chabot JPA (the "Loan") to finance the costs of certain capital improvements to the Chabot Space and Science Center facility located at 10000 Skyline Blvd., Oakland, California, 94619 ("Chabot Facility"), Chabot JPA desires to lease the Chabot Facility to the District pursuant to the terms of this Site Lease; and

WHEREAS, pursuant to that certain Chabot JPA Lease Agreement dated as of even date herewith, between the District and Chabot JPA (the "Lease Agreement"), Chabot JPA will lease back the Chabot Facility from the District and shall be obligated to make certain rental payments to the District; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Site Lease 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.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Chabot JPA and the District agree as follows:

Section 1. Definitions.

Capitalized terms used, but not otherwise defined, in this Site Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site Lease.

Chabot JPA hereby leases to the District and the District hereby leases from Chabot JPA, on the terms and conditions hereinafter set forth, the Chabot Facility. The Chabot Facility is located on that certain real property more particularly described in Exhibit A attached hereto and made a part hereof. The parties consent to the recordation of a Memorandum of this Site Lease in the Official Records of Alameda County.

A. Condition of Chabot Facility. The Chabot Facility is leased to District on an "AS IS" basis. Chabot JPA shall not be required to make or construct any alterations including structural changes, additions or improvements to the Chabot Facility. By entry and taking possession of the Chabot Facility pursuant to this Site Lease, District accepts the Chabot Facility in "AS IS" condition. District acknowledges that neither Chabot JPA nor Chabot JPA's agents

have made any representation or warranty as to the suitability of the Chabot Facility to the conduct of the District's business. Any agreements, warranties or representations not expressly contained herein shall in no way bind either District or Chabot JPA, and District and Chabot JPA expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease.

B. Disclaimer of Warranties. NEITHER CHABOT JPA NOR ITS ASSIGNS MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY DISTRICT OF THE CHABOT FACILITY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE CHABOT FACILITY. IN NO EVENT SHALL CHABOT JPA OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS SITE LEASE OR THE LEASE AGREEMENT WITH RESPECT TO THE EXISTENCE, FURNISHING, FUNCTIONING OR DISTRICT'S USE OF THE CHABOT FACILITY.

Section 3. Indemnification.

A. District Indemnification. District agrees to indemnify, reimburse, hold harmless, and defend Chabot JPA, its officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, the operation, condition, use or occupancy of the Chabot Facility and all areas appurtenant thereto by District, its officers, agents, employees and invitees, or from any activity, work, or other thing done, permitted or suffered by District, its officers, agents, employees, and invitees in or about the Chabot Facility, unless and to the extent caused by the negligence or willful misconduct of Chabot JPA, its trustees, officers, employees or agents.

B. Further District Indemnification. District shall further indemnify, hold harmless, and defend Chabot JPA from and against any and all claims arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this Site Lease, or arising from any act, omission or negligence of District, or any officer, agent, employee, or invitee of District, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Chabot JPA by reason of such claim (regardless of whether a claim is filed), District, upon notice from Chabot JPA shall defend the same at District's expense.

C. Costs to Enforce Indemnification. Any reasonable costs incurred (including without limitation, filing fees and attorneys' fees) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed. In addition the indemnifying party shall pay reasonable attorneys' fees and costs incurred to enforce the indemnity obligations of this agreement to the indemnified party.

Section 4. Waiver of Personal Liability.

All liabilities under this Site Lease on the part of the Chabot JPA shall be solely liabilities of Chabot JPA, and the District hereby releases each and every member, director, officer, agent, employee, successor or assign of Chabot JPA from all personal or individual liability under this Site Lease. No member, director, officer, agent, or employee of Chabot JPA shall at any time or under any circumstances be individually or personally liable under this Site Lease to District or to any other party for anything done or omitted to be done by Chabot JPA hereunder.

Section 5. Term.

The term of this Site Lease shall commence retroactively on October 1, 2009, and shall end on September 30, 2049 (“**Lease Maturity Date**”), unless such term is sooner terminated as hereinafter provided. This Site Lease shall automatically terminate concurrently with the termination of the Lease Agreement, including without limitation, upon the payment in full of the outstanding Principal balance in accordance with the Lease Agreement. Upon the termination of this Site Lease, the parties agree to execute and record a notice of termination in the Official Records of Alameda County.

Section 6. Advance Rental Payment.

Chabot JPA agrees to lease the Chabot Facility to the District in consideration of the advance rental payment of \$1.00.

Section 7. Purpose.

The District shall use the Chabot Facility solely for the purpose of leasing the Chabot Facility back to Chabot JPA pursuant to the Lease Agreement; provided, however, that in the event of default by Chabot JPA under the Lease Agreement, the District or its assigns, if any, may exercise the remedies provided in the Lease Agreement.

Section 8. Assignment.

District may not assign, sublet, encumber, sell, pledge, hypothecate, transfer or otherwise convey (each of the foregoing, a “**Transfer**”) this Site Lease without the prior written consent of Chabot JPA, which consent may be granted or withheld in the exercise of Chabot JPA’s sole discretion. Any Transfer of this Site Lease must be in writing and signed by District, the transferee and Chabot JPA.

Section 9. Right of Entry.

Chabot JPA reserves the right for any of its duly authorized representatives to enter upon the Chabot Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination.

The District shall quit and surrender the Chabot Facility upon the termination of this Site Lease.

Section 11. Default.

In the event the District shall be in default in the performance of any obligation to be performed by District under the terms of this Site Lease, which default continues for sixty (60) days following notice and demand for correction thereof to the District, Chabot JPA may exercise any and all remedies granted by law.

Section 12. Taxes.

All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Chabot Facility will be paid in accordance with the Lease Agreement.

Section 13. Miscellaneous.

13.1 Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

13.2 Notices. Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

District:

Chabot JPA: Executive Director
Chabot Space and Science Center
10000 Skyline Blvd.
Oakland, California, 94619

District: Office of the Superintendent
Oakland Unified School District
1025 2nd Avenue
Oakland, CA 94606

The date of service of any notice mailed as aforesaid shall be deemed to be five (5) days after the date of such mailing, and the date of service of any notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office.

13.3 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

13.4 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

13.5 Attorneys' Fees. In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Site Lease, to recover rent or possession of the Chabot Facility, to terminate this Site Lease, or to enforce, protect or establish any term or covenant of this Site Lease or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

13.6 Entire Agreement; Amendments. This Site Lease, together with Exhibit A attached hereto and incorporated herein by reference and the Lease Agreement, constitutes the entire understanding and agreement of the District and Chabot JPA with respect to the subject matter hereof, and all prior written or oral agreements with respect thereto, are hereby superseded. No addition to or modification of, any term or provision of this Site Lease shall be effective until set forth in writing signed by both District and Chabot JPA.

13.7 Interpretation. This Site Lease is the product of negotiation by the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party.

13.8 Parties Not Co-Venturers. Nothing in this Site Lease is intended to or shall establish the parties as partners, co-venturers, or principal and agent with one another.

13.9 Further Assurances. The parties shall execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Site Lease.

13.10 Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Chabot JPA and the District have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CHABOT SPACE AND SCIENCE CENTER

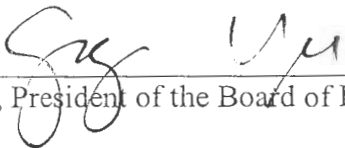
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Its: _____

Dated: _____

By: _____
Its: _____

Dated: _____

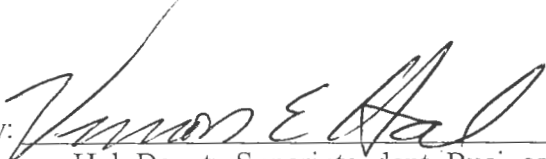
OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President of the Board of Education

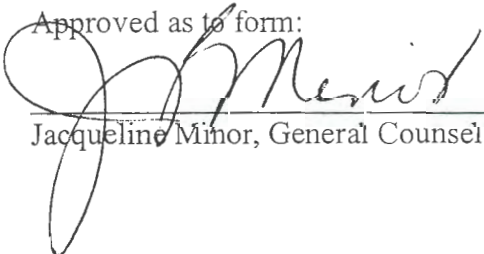
Dated: 12/2/2010

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 12/2/2010

By: 
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: 12/2/10

Approved as to form:

Jacqueline Minor, General Counsel

Dated: 12/2/10

CHABOT JPA LEASE AGREEMENT
CHABOT SPACE & SCIENCE CENTER FACILITY

THIS CHABOT JPA LEASE AGREEMENT (this “Lease” or “Lease Agreement”) dated for reference purposes as of this 9th day of November 2010, is made by and between the Oakland Unified School District, a California public school district (“District”), and the Chabot Space and Science Center, a joint powers agency (“Chabot JPA”).

RECITALS:

WHEREAS, pursuant to that certain Site Lease, dated as of the date hereof, a Memorandum of which has been recorded concurrently herewith (the “Site Lease”), and a copy of which is attached hereto as Exhibit A, the Chabot JPA has leased the Chabot Space and Science Center Facility located at 10000 Skyline Blvd., Oakland, California 94610 (the “Chabot Facility”) to the District, all for the purpose of enabling the Chabot JPA to repay the outstanding balance of a loan made in 1999 by the District to Chabot JPA (the “Loan”) to finance the costs of certain capital improvements to the Chabot Facility;

WHEREAS, District has agreed to lease the Chabot Facility back to Chabot JPA upon the terms and conditions set forth herein;

WHEREAS, pursuant to Education Code section 17077.40 and section 17527, et seq., District is authorized to enter into joint use agreements “to make vacant classrooms or other space in operating school buildings available . . . to other school districts, educational agencies, except private educational institutions which maintain kindergarten or grades 1 to 12, inclusive, governmental units, nonprofit organizations, community agencies, professional agencies, commercial and noncommercial firms, corporations, partnerships, businesses, and individuals . . .”;

WHEREAS, Education Code sections 17527 through 17538 authorize the governing board of any school district to enter into a lease for the joint use of operating school property if the joint use does not (1) interfere with the educational program or activities of the school, (2) unduly disrupt residents in the surrounding neighborhood, or (3) jeopardize the safety of school children;

WHEREAS, District, pursuant to section 17529 of the Education Code, has determined that permitting Chabot JPA to use the Chabot Facility will not (1) interfere with the educational programs or activities of any school or class conducted on the Chabot Facility, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the Chabot Facility;

WHEREAS, the District’s governing Board (“Board”) has authorized this Lease in Legislative File 10-1630, Enactment No 10-1140 (“Binding Term Letter”), enacted on June 23, 2010; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease 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 Lease.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Chabot JPA agree as follows:

AGREEMENT:

1. LEASE OF PREMISES. District hereby leases the Chabot Facility to Chabot JPA, and the Chabot JPA hereby leases the Chabot Facility from the District, upon the terms and conditions set forth in this Lease Agreement. The interest in real property conveyed by this Lease Agreement is hereby accepted by the undersigned officer on behalf of Chabot JPA and the Chabot JPA consents to recordation of a Memorandum of this Lease. The Chabot Facility is located on that certain real property more particularly described in Exhibit B attached hereto and made a part hereof (the "**Property**").

2. TERM. The term of this Lease shall be forty (40) years, commencing retroactively on October 1, 2009 ("**Commencement Date**") and expiring on September 30, 2049 ("**Term**"), subject to earlier termination pursuant to Paragraph 4.E below.

3. PURPOSE OF LEASE. The purpose of this Lease is for District to provide Chabot JPA the use of the Chabot Facility for operation of a space and science program, including without limitation, operation of a museum with related facilities including without limitation, a café, gift shop, planetarium, theater, and educational facilities, and sponsorship of educational programs and community events (collectively, the "**Program**").

4. LEASE PAYMENTS.

A. Lease Payments; Payment Dates. On each June 30, September 30, December 31 and March 31 during the Term (each a "**Payment Date**"), Chabot JPA agrees to pay to the District, its successors and assigns, as rental for the beneficial use and occupancy of the Chabot Facility during the prior three-month period (each a "**Rental Period**"), a lease payment ("**Lease Payment**") in the amount of One Hundred Twelve Thousand, Five Hundred Dollars (\$112,500).

B. Acknowledgement of Prior Payments. District acknowledges that prior to the date hereof, District has received from Chabot JPA, Lease Payments for the period October 1, 2009 through June 30, 2010 in the amount of Three Hundred Thirty-Seven Thousand, Five Hundred Dollars (\$337,500) (the "**2009/10 Payments**").

C. Principal Owed; Allocation of Lease Payments. The Parties acknowledge that the Lease Payments are structured to permit repayment of the outstanding balance of the Loan, interest accrued during the Term of this Lease, and certain transaction costs (“**Transaction Costs**”). As of the date of this Lease, after allocation of the 2009/10 Payments, the outstanding balance of the Loan is Eight Million, Two Hundred Fifty Eight Thousand, Two Hundred Eighty One and 25/100 Dollars (\$8,258,281.25) and the Transaction Costs are Sixty Thousand Dollars (\$60,000.00), for a total payable by Chabot JPA to District of Eight Million, Three Hundred Eighteen Thousand, Two Hundred Eighty One and 25/100 Dollars (\$8,318,281.25) (hereafter, the “**Principal**”). Each Lease Payment shall be allocated first to the Administrative Fee (defined below), next to Interest (as defined below), and next to Principal in accordance with Paragraphs E and F below. Notwithstanding any dispute between Chabot JPA, the District or any other party, Chabot JPA will make all Lease Payments when due, without withholding any portion thereof, pending final resolution of such dispute by mutual agreement between the parties thereto or by a court of competent jurisdiction.

D. Reduction in Principal Balance by In-Kind Contributions. As more fully described in Section 7 and Exhibit C, the Principal balance shall be reduced quarterly by the value of in-kind services provided by Chabot JPA (the “**In-Kind Offset**”). This reduction shall be given effect prior to the calculation of the Administrative Fee pursuant to Paragraph E below and prior to the calculation of interest pursuant to Paragraph F below.

E. Administrative Fee. As a component of each Lease Payment, Chabot JPA will pay an administrative fee to the District in an amount equal to one-eighth of one percent (0.125%) of the outstanding Principal balance as of the applicable Lease Payment Date (as reduced by applicable In-Kind Offsets).

F. Interest. As a component of each Lease Payment, Chabot JPA will pay interest on the outstanding Principal balance as of the applicable Lease Payment Date (as reduced by applicable In-Kind Offsets) at a rate equal to the lesser of (i) nine percent (9%) per annum, or (ii) the LAIF Quarterly Apportionment Rate (“**LAIF RATE**”) applicable to the calendar quarter for which the Lease Payment is due, as posted on the State Treasurer’s website (http://www.treasurer.ca.gov/pmia-laif/historical/qrtly_appor_rates.pdf). If the LAIF Rate is no longer published, the District and Chabot JPA shall identify another mutually-agreed upon index rate that reasonably approximates the interest rate that the District could receive on an investment of unrestricted District funds.

G. Prepayments Permitted. Chabot JPA shall be entitled to make prepayments in whole or in part, in any amount and at any time during the Term, without penalty or premium. Prepayments shall be allocated first to accrued interest and then to Principal. No portion of any prepayment shall be allocated to Administrative Fees.

H. Termination of Lease upon Payment in Full. Upon payment in full (including offsets pursuant to Paragraph 4.D above) of the entire Principal balance, together with interest accrued to the date of such payment in accordance with this Lease, both this Agreement and the

Site Lease shall terminate, and all rights and obligations of the parties under each such instrument shall terminate except such rights and obligations that expressly survive such termination. Chabot and District each agree to promptly execute and record a notice of termination of the Site Lease and this Lease upon such termination. The Site Lease will automatically terminate upon the expiration or earlier termination of this Lease. Upon such termination, Chabot JPA and District agree to promptly execute and record a termination of the Site Lease and this Lease.

I. Rate on Overdue Payments. If Chabot JPA fails to make any Lease Payment on or before the applicable Payment Date, the amount of any such late Lease Payment shall continue as an obligation of Chabot JPA, and Chabot JPA agrees to pay the same with interest thereon, to the extent permitted by law, from the date of such default to the date of payment at the rate equal to the interest rate payable with respect to the outstanding principal balance, as identified in Paragraph 4.F above.

J. Fair Rental Value. The Lease Payments for the Chabot Facility for each Rental Period shall constitute the total rental for the Chabot Facility for each such Rental Period and shall be paid by Chabot JPA on or before the applicable Payment Date for and in consideration of the right of the use and occupancy, and the continued quiet use and enjoyment, of the Chabot Facility during each Rental Period. The parties hereto have agreed and determined that the total Lease Payments for the Chabot Facility do not exceed the fair rental value of the Chabot Facility. In making such determination, consideration has been given to the obligations of the parties under this Lease Agreement, the uses and purposes which may be served by the Chabot Facility, the total amounts which have been expended on the Chabot Facility, the value of the Chabot Facility and the benefits therefrom which will accrue to Chabot JPA and the general public.

K. Source of Payments; Budget and Appropriation. Lease Payments shall be payable from any source of funds available to Chabot JPA. Chabot JPA covenants to take such action as may be necessary to include all Lease Payments due hereunder in each of its budgets during the Term of the Lease Agreement and to make the necessary annual appropriations for all such Lease Payments.

L. Operating Expenses Payable by Chabot JPA. This Lease Agreement shall be deemed and construed to be a “net-net-net lease” and Chabot JPA hereby agrees that District shall have no obligation to make any payments related to the operation of the Property or the improvements located thereon including the Chabot Facility (the “**Improvements**”), including without limitation, the costs of maintenance, capital improvements, utilities, insurance, taxes or payments in lieu of taxes.

5. DELIVERY AND CONDITION OF PREMISES.

A. Delivery. District shall deliver to Chabot JPA on the Commencement Date the actual and exclusive possession of the Chabot Facility, clear of all tenancies and occupancies.

B. Condition of Chabot Facility. The Chabot Facility is leased to Chabot JPA on an "AS IS" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Chabot Facility or the Improvements. By entry and taking possession of the Chabot Facility pursuant to this Lease, Chabot JPA accepts the Chabot Facility in "AS IS" condition. Chabot JPA acknowledges that neither the District nor District's agents have made any representation or warranty as to the suitability of the Chabot Facility to the conduct of Chabot JPA's business. Any agreements, warranties or representations not expressly contained herein shall in no way bind either District or Chabot JPA, and District and Chabot JPA expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

C. Disclaimer of Warranties
NEITHER THE DISTRICT NOR ITS ASSIGNS MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY CHABOT JPA OF THE PROPERTY OR THE IMPROVEMENTS OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY OR IMPROVEMENTS. IN NO EVENT SHALL THE DISTRICT OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE SITE LEASE OR THIS LEASE AGREEMENT WITH RESPECT TO THE EXISTENCE, FURNISHING, FUNCTIONING OR CHABOT JPA'S USE OF THE PROPERTY OR THE IMPROVEMENTS.

6. USE OF PROPERTY.

A. Chabot JPA shall use the Chabot Facility for the purpose of operating the Program and related purposes consistent with requirements of law. Chabot JPA agrees to maintain the Property and the Improvements and to conduct the Program in a manner that meets all federal, state and local regulations relating to the Property and the Improvements and to the operation of the Program, and to comply with all federal, state and local laws, regulations and ordinances, now or hereafter enacted concerning the Property, the Improvements and/or the Program. Chabot JPA shall obtain and maintain any and all permits or approvals which may be required in order for the Chabot JPA to operate the Program on the Property and in the Improvements. Chabot JPA shall maintain all requisite licenses in force throughout the Term. Chabot JPA shall not use or permit the Property or the Improvements to be used in whole or in part during the Term for any purpose or use in violation of the laws or ordinances applicable thereto. Chabot JPA shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Chabot JPA to comply with any applicable law, regulation, rule or ordinance. Chabot JPA shall not commit or suffer to be committed, any waste upon the Property, or allow any sale by auction upon the Property (other than in connection with charitable fundraising events), or allow the Property or the Improvements to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the plumbing, sewer or

storm water drainage system of the Property or Improvements in violation of applicable law. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Property or Improvements except in trash containers designated for that purpose. Chabot JPA shall not use or permit the use of the Property or the Improvements or any part thereof for any purpose that is inimical to public morals and welfare or morally objectionable as unsuitable for a public educational facility. Chabot JPA agrees to immediately respond to concerns expressed by neighbors or District relating to the operation of the Property or the Improvements.

B. If required, Chabot JPA and all subtenants shall obtain a use permit from the City of Oakland for Chabot JPA's use throughout the Term of this Lease. Chabot JPA shall require all subtenants, licensees, and invitees, to use the Property and the Improvements only in conformance with the permitted use and with applicable governmental laws, regulations, rules and ordinances.

C. Chabot JPA represents that it is qualified to administer and operate the Program. Chabot JPA shall be solely responsible for the administration and operation of the Program, including the hiring of all employees. Chabot JPA shall be responsible for verifying the qualifications, credentials, certificates, and licenses of its staff, agents, consultants and/or subcontractors who may provide services in conjunction with Chabot JPA's activities on the Property or in the Improvements.

7. ADDITIONAL CONSIDERATIONS.

A. In-Kind Offsets. The Principal balance will be reduced quarterly by in-kind services provided by Chabot JPA in accordance with this Section 7 and Exhibit C. As further specified in Exhibit C, the in-kind services shall include free or reduced admission charges for students enrolled in District schools and free or reduced charges for District use of Chabot JPA facilities. The value of the in-kind services shall be calculated quarterly and deducted from the Principal balance as of the date of calculation. The District and Chabot JPA will evaluate the in-kind provisions of this Lease every three (3) years to review the net benefit of in-kind offsets versus the reduction of Principal.

(i) Entry Fee / Tuition. Chabot JPA will not charge an entry fee to District students, teachers and chaperones on pre-arranged field trips during the school year. Every quarter, the number of students, teachers and chaperones admitted shall be multiplied by fifty percent (50%) of the then current rate for admission and the total shall be deducted from the outstanding Principal balance. Chabot JPA will be entitled to charge District a reasonable cancellation fee, as specified in Exhibit C. As of the date of this Lease the rate of admission is Twelve Dollars (\$12.00) and the deduction equals Six Dollars (\$6.00) per person admitted at no charge on such field trips.

(ii) Use of Facilities. Chabot JPA shall allow use of the Chabot Facility for official District events, meetings, classes and other uses at no charge to District. The foregone rental fees shall be calculated every quarter, based on the facility rental costs charged to the other JPA partners (the City of Oakland and the East Bay Regional Park District) or the public,

whichever is less and shall be deducted from the outstanding Principal balance. Only one entity within the District shall be authorized to reserve the Chabot Facility. Chabot JPA shall be entitled to charge the District a reasonable cancellation fee, as specified in Exhibit C. District acknowledges that Chabot JPA may need to postpone or move an OUSD event for commercially practicable reasons and in order to maximize its revenues. Chabot JPA will provide District with at least two weeks' advance notice before postponing or cancelling District's use.

(iii) Summer Camp Scholarships. Chabot JPA shall make summer camp scholarships available to District students. Such scholarships shall comprise no more than five percent (5%) of the spaces available for the summer camp programs. Each September during the Term, the number of scholarship students admitted shall be multiplied by the then-current rate for summer camp programs and the total shall be deducted from the outstanding Principal balance prior to the calculation of Administrative Fee or interest.

- B. Chabot JPA shall continue to provide District with teacher training workshops, astronomy and science curriculum support.
- C. Chabot JPA will work in partnership with District and other stakeholders to develop viable transportation options to increase visitor accessibility and attendance.
- D. The Chabot Facility telescopes will be available at no charge on Friday and Saturday nights to the District community for astronomy programs.
- E. Chabot JPA and its partners will continue to provide intensive STEM based programs, such as Galaxy Explorers and Techbridge to District students, subject to program funding availability.

8. INDEMNIFICATION.

A. Chabot JPA Indemnification. Chabot JPA agrees to indemnify, reimburse, hold harmless, and defend District, its trustees, officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, the operation, condition, use or occupancy of the Property or Improvements and all areas appurtenant thereto or from the conduct of Chabot JPA's Program or from any activity, work, or other things done, permitted or suffered by Chabot JPA in or about the Property or Improvements except to the extent arising from the negligence or willful misconduct of District, its trustees, officers, employees or agents. This Lease is made on the express condition that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Property or Improvements specifically including, without limitation, any liability for injury to the person or property of the Chabot JPA, its agents, officers, employees, licensees and invitees unless and to the extent caused by the negligence or willful misconduct of District, its trustees, officers, employees or agents.

B. Further Chabot JPA Indemnification. Chabot JPA shall further indemnify, hold harmless, and defend District against and from any and all claims arising from any breach or default in the performance of any obligation on Chabot JPA's part to be performed under the terms of this Lease, or arising from any act, omission or negligence of the Chabot JPA, or any officer, agent, employee, guest, or invitee of Chabot JPA, and from all costs, reasonable attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against District by reason of such claim (regardless of whether a claim is filed), Chabot JPA upon notice from District shall defend the same at Chabot JPA's expense. Chabot JPA shall give prompt written notice to District's Risk Manager in case of casualty or accident in or on the Property or Improvements if claims arising from such casualty or accident are reasonably likely to be outside the scope of or exceed Chabot JPA's insurance coverage limits.

C. Costs to Enforce Indemnification. Any reasonable costs incurred (including filing fees, reasonable attorneys' fees etc.) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed. In addition the indemnifying party shall pay reasonable attorneys' fees and costs incurred to enforce the indemnity obligations of this agreement to the indemnified party.

9. WAIVER OF PERSONAL LIABILITY.

A. All liabilities under this Lease on the part of the District shall be solely liabilities of the District, and Chabot JPA hereby releases each and every member, director, officer, agent, employee, successor or assign of the District of and from any personal or individual liability under this Lease. No member, director, officer, agent, or employee of the District shall at any time or under any circumstances be individually or personally liable under this Lease to Chabot JPA or to any other party whomsoever for anything done or omitted to be done by the District hereunder.

B. The District and its members, directors, officers, agents, employees, successors and assignees shall not be liable to Chabot JPA or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Property or the Improvements unless and to the extent caused by the negligence or willful misconduct of District, its trustees, officers, employees or agents.

C. Chabot JPA, to the extent permitted by law, shall indemnify and hold the District and its members, directors, officers, agents, employees, successors and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from the operation of the Property or the Improvements, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Property or the Improvements regardless of responsibility for negligence, but excepting the negligence of the person or entity seeking indemnity.

10. INSURANCE.

A. Commercial General Liability Insurance and Auto Insurance. Chabot JPA shall, at Chabot JPA's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Chabot JPA against claims and liabilities arising out of the operation, condition, use, or occupancy of the Property and the Improvements and all areas appurtenant thereto, including parking areas. Chabot JPA's comprehensive auto liability policy shall insure all vehicle(s), whether hired, owned or non-owned. Chabot JPA's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than Five Million dollars (\$5,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Five Million dollar (\$5,000,000) general aggregate policy limit. In addition, Chabot JPA shall obtain a products/completed operations aggregate policy in the amount of Two Million dollars (\$2,000,000) and a personal injury policy in the amount of One Million dollars (\$1,000,000). The insurance carrier, deductibles and/or self insured retentions shall be approved by District. The deductible/occurrence for said insurance shall not exceed Ten Thousand Dollars (\$10,000) for any and all losses resulting from negligence, errors and omissions of the Chabot JPA, its Board, officers, agents, employees, invitees and/or students.

B. Fire Insurance. During the term of this Lease, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the buildings and improvements located on the Property as of the Commencement Date. In the event of loss or damage to the buildings, the Property or any contents, each of the parties hereto, and all persons claiming under each of the parties, shall look first to any insurance in its favor before making any claim against the other party, and to the extent possible without adding additional costs, each party shall obtain for each policy of insurance provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance and each party, to the extent permitted, for itself and its insurers, waives all such insurance claims against the other party.

C. Workers' Compensation Insurance. During the term of this Lease, Chabot JPA shall comply with all provisions of law applicable to Chabot JPA with respect to obtaining and maintaining workers' compensation insurance.

D. Subtenant Insurance. During the term of this Lease, Chabot JPA shall require any subtenant of all or any portion of the Property or the Improvements to maintain in effect during the term of its sublease, insurance coverage equivalent to that required to be maintained by Chabot JPA.

E. Chabot JPA's Property Insurance. Chabot JPA acknowledges that any insurance maintained by District covering the Property or Improvements will not insure any of Chabot JPA's property or improvements made by Chabot JPA. Accordingly, Chabot JPA shall, at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by Chabot JPA and personal property in, about, or on the

Property and Improvements. Said policy is to be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of Chabot JPA's property.

F. Certificates of Insurance and Endorsements. Prior to the date hereof, Chabot JPA shall deliver to District certificate(s) of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- (i) not be canceled or materially altered without thirty (30) days prior written notice to District;
- (ii) insure performance of the indemnity set forth in Sections 8 and 28. D;
- (iii) state the coverage is primary and any coverage by District is in excess thereto;
- (iv) contain a cross liability endorsement; and
- (v) include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of each certificate, and every subsequent certificate, Chabot JPA shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described above.

G. Insurance Limits, Rating of Insurers and Certificates. It is the intent of the parties that policy limits set herein shall be raised from time to time during the Term of this Lease to account for (i) increases in the estimated full replacement cost of the Improvements, and (ii) increases in the general marketplace insurance requirements for tenancies comparable to that contemplated by this Lease. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus: VII and subject to the approval of District. Chabot JPA shall furnish District with the original certificates and amendatory endorsements effecting coverage required.

11. MAINTENANCE AND REPAIRS.

A. Chabot JPA, at its cost, shall maintain the Property and the Improvements in a good condition consistent with the condition thereof existing on the Commencement Date, reasonable wear and tear excepted. Chabot JPA acknowledges and accepts that the Property is leased in "AS IS" condition.

B. District makes no representations or warranties regarding the condition of the Property or Improvements. Subject to the provisions of Section 13, if the Improvements are damaged, Chabot JPA will repair the damage in such a manner as to restore the Improvements to their condition as of the Commencement Date, reasonable wear and tear excepted.

C. District shall not be required to maintain, repair or replace the Improvements; provided, however, the District shall be liable for the cost of repairs required because of the negligence or willful misconduct of District or its employees, agents, or invitees.

D. Except as expressly provided herein, Chabot JPA shall, at its cost, maintain and repair the Improvements including the windows, skylights, doors and all door hardware, the walls and partitions, ceilings and all other surfaces and the electrical, plumbing, lighting, heating, ventilating and air conditioning systems in a condition similar to that which exists as of the Commencement Date, reasonable wear and tear excepted. The term "maintain and repair" shall be defined as routine, regular or necessary maintenance.

E. District shall have no maintenance or repair obligations with respect to the Property or the Improvements except as expressly provided in this Lease. Chabot JPA hereby expressly waives the provisions of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of District as provided in Section 1942 of said Civil Code.

12. ALTERATIONS AND IMPROVEMENTS.

A. Chabot JPA may, at its sole cost and expense, construct or cause to be constructed on the Property and within the Improvements those improvements which Chabot JPA deems necessary to the operation of the Program provided such improvements conform to local site, zoning, and design review and other required approvals.

B. Chabot JPA shall give District fifteen (15) days prior written notice before commencing any work on the Property so that District may post such notices of non-responsibility with respect thereto as District may deem appropriate.

C. Not less than fifteen (15) days prior to the construction, major repair, renovation or demolition of any of the Improvements, Chabot JPA shall provide District with sufficient evidence that it has obtained all required approvals and permits for the work and that Chabot JPA or Chabot JPA's contractor(s) has in effect, with premiums paid, adequate casualty and liability insurance (including builder's risk) coverage and workers compensation that is satisfactory to District in its reasonable discretion.

D. Upon commencement of construction of any improvements, Chabot JPA shall cause the work to be diligently pursued to completion in accordance with the schedule for completion, subject to unavoidable delays caused by weather, supply shortages, strikes or acts of God.

E. All work or improvements shall be performed in a sound and workmanlike manner, in compliance with all applicable laws and building codes.

F. District or District's agent shall have a continuing right at all times during normal business hours and upon 48-hours prior written notice during the period that improvements are being constructed on the Property to enter upon the Property to inspect the work provided that such entries and inspections do not unreasonably interfere with the progress of the construction. Chabot JPA shall require its contractors who construct improvements on the Property to reasonably cooperate with District or its agent in such inspections.

13. CASUALTY DAMAGE.

A. If any part of the Improvements are destroyed or damaged by an uninsured peril, District or Chabot JPA may, upon written notice to the other, given within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease; provided, however, that either party may, within thirty (30) days after receipt of notice, elect to make the required repairs and/or restoration at that party's sole cost and expense, in which event this Lease shall remain in full force and effect, and the party having made the election to restore or repair shall thereafter diligently proceed with the repairs and/or restoration.

B. If the Improvements are damaged or destroyed from any insured peril to the extent of fifty percent (50%) or more of the then replacement cost of the Chabot Facility, District or Chabot JPA may, upon written notice, given to the other within thirty (30) days after the occurrence of the damage or destruction, elect to terminate this Lease. If neither party gives notice in writing within this period, District shall be deemed to have elected to rebuild or restore the Chabot Facility, in which event District shall, at its expense, promptly rebuild or restore the Chabot Facility to its condition prior to the damage or destruction. In the event the Chabot Facility is damaged or destroyed from any insured peril to the extent of less than fifty percent (50%) of the then replacement cost of the Chabot Facility, District shall at District's expense, promptly rebuild or restore the Chabot Facility to its condition prior to the damage or destruction.

C. If, pursuant to the foregoing provisions, District is to rebuild or restore the Improvements, District shall, within thirty (30) days after the occurrence of such damage or destruction, provide Chabot JPA with written notice of the time required for such repair or restoration. If this period is longer than one hundred twenty (120) days from the issuance of a building permit, Chabot JPA may, within thirty (30) days of receipt of District's notice, elect to terminate the Lease by giving written notice to District of this election, whereupon the Lease shall immediately terminate. The period of time for District to complete the repair or restoration shall be extended for delays caused by the fault or neglect of Chabot JPA or because of acts of God, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, suppliers or fuels, acts of contractors or subcontractors, or delays of contractors or subcontractors due to such causes or other contingencies beyond the control of District. District's obligation to repair or restore the Chabot Facility shall not include restoration of Chabot JPA's trade fixtures, equipment, merchandise, or any improvements, alterations, or additions made by Chabot JPA to the Chabot Facility.

D. Upon termination of the Lease pursuant to this Section 13, the Site Lease shall also terminate, the parties shall execute and record notices of termination of the Site Lease and this Lease.

14. DEFAULT.

A. Events of Default. A breach of this Lease shall exist if any of the following events (hereinafter referred to as "**Event of Default**") shall occur:

(i) Chabot JPA's failure to pay any Lease Payment on the applicable Payment Date, and failure to cure such default within thirty (30) days after written notice from District.

(ii) Chabot JPA's failure to perform any other term, covenant or condition contained in this Lease and the failure shall have continued for sixty (60) days after written notice of such failure is given to Chabot JPA; however, should Chabot JPA's default involve a serious risk to the safety of students or other occupants or invitees of the Property or Improvements or an illegal use of the Property or Improvements, such cure must occur immediately.

(iii) The vacating or abandonment of the Chabot Facility by Chabot JPA before the expiration or earlier termination of the Lease and failure to cure such default within thirty (30) days after written notice of such failure is given to Chabot JPA.

(iv) The failure by Chabot JPA to utilize the Property and Improvements for the purpose of operating of the Program and failure to cure such default within sixty (60) days after written notice of such failure is given to Chabot JPA.

(v) Revocation or non-renewal of Chabot JPA's license, permits or other authorizations to operate the Program and failure to cure such default within sixty (60) days after written notice of such failure is given to Chabot JPA.

(vi) Chabot JPA's failure to keep in effect insurance as required herein and failure to cure such default within ten (10) days.

(vii) The sequestration of, attachment of, or execution on, any substantial part of the property of Chabot JPA or on any property essential to the conduct of Chabot JPA's business, shall have occurred and Chabot JPA shall have failed to obtain a return or release of the property within sixty (60) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;

(viii) The Chabot JPA admits in writing its inability to pay its debts;

(ix) Any case, proceeding or other action against the Chabot JPA shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts

under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and the case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within thirty (30) business days after the entry thereof or (ii) remains un-dismissed for a period of sixty (60) calendar days.

B. Remedies. Upon the occurrence of any Event of Default, District may exercise the remedies set forth in this Paragraph B.

(i) Recovery of Rent. District shall be entitled to keep this Lease in full force and effect (whether or not Chabot JPA shall have abandoned the Chabot Facility) and to enforce all of its rights and remedies under this Lease, including the right to recover rent and other sums as they become due.

(ii) Termination. District may terminate this Lease by giving Chabot JPA written notice of termination. On the giving of the notice all of Chabot JPA's rights under this Lease shall terminate. Upon the giving of the notice of termination, Chabot JPA shall surrender and vacate the Chabot Facility in the condition required under this Lease, and District may re-enter and take possession of the Chabot Facility and eject Chabot JPA or any of Chabot JPA's sub-tenants, assignees or other person or persons claiming any right under or through Chabot JPA or eject some and not others or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Upon termination of this Lease upon the occurrence of an Event of Default on the part of Chabot JPA, pursuant to that certain Agreement Regarding Conditional Assignment dated as of the date of this Lease and executed by and between Chabot JPA, the District and the City of Oakland, a municipal corporation (the "**City**"), the District shall assume Chabot JPA's rights under that certain Ground Lease by and between the City and Chabot JPA dated as of February 25, 1994 and amended July 1, 1999.

15. LIENS.

Chabot JPA shall: (i) pay for all labor and services performed for, materials used by or furnished to Chabot JPA or any contractor employed by Chabot JPA with respect to the Property or the Improvements; and, (ii) indemnify, defend and hold District and the Property harmless and free from the perfection of any liens, claims, demands, encumbrances or judgments created or suffered by reason of any labor or services performed for, or materials used by or furnished to, Chabot JPA or any contractor employed by Chabot JPA with respect to the Property or the Improvements; and, (iii) give notice to District in writing fifteen (15) days prior to employing any laborer or contractor to perform services related to, or receiving materials for use upon, the Property or the Improvements; and, (iv) permit District to post a notice of non-responsibility in accordance with the statutory requirements of California Civil Code Section 3094 or any amendment thereof. In the event Chabot JPA is required to post an improvement bond with a public agency in connection with the above, Chabot JPA agrees to include District as an additional obligee.

16. TAXES AND ASSESSMENTS.

Chabot JPA covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Property or the Improvements.

17. INSPECTION OF PREMISES. Chabot JPA shall permit District and its agents to enter the Property during normal business hours following 48 hours written notice for the purpose of inspecting the same, or posting a notice of non-responsibility for alterations, additions, or repairs. In addition to the right granted to District under Section 12 to inspect improvements under construction on the Property, District and its authorized agents and representatives shall have the right throughout the Term of this Lease to enter the Property and Improvements at all reasonable times during normal business hours and upon 48 hours written notice for the purpose of inspecting the same.

18. EMINENT DOMAIN.

In the event the whole or any part of the Chabot Facility is taken by eminent domain proceedings, the interest of the District shall be recognized and is hereby determined to be the amount of the then unpaid or outstanding Principal and shall be paid to the District, and the balance of the award, if any, shall be paid to Chabot JPA.

19. NOTICES. Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

Chabot JPA: Executive Director
Chabot Space and Science Center
10000 Skyline Blvd.
Oakland, California, 94619

District: Office of the Superintendent
Oakland Unified School District
1025 2nd Avenue
Oakland, CA 94606

The date of service of any notice mailed as aforesaid shall be deemed to be five (5) days after the date of such mailing, and the date of service of any notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office.

20. ATTORNEYS' FEES. In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Lease, to recover rent or possession of the Chabot Facility, to terminate this Lease, or to enforce, protect or establish any term or covenant of this Lease or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

21. SUBLEASING AND ASSIGNMENT. Chabot JPA shall have the right to sublease the Chabot Facility or part thereof with the prior written consent of District, which consent shall not be unreasonably withheld, conditioned or delayed. Chabot JPA may not assign this Lease without District's consent and written approval which consent and approval shall not be unreasonably delayed, conditioned or withheld. Any assignment of this Lease must be in writing and signed by District, the assignee, and Chabot JPA. No assignment or transfer shall be effective until there shall have been delivered to District an agreement, or a duplicate original of such assignment containing an agreement, in recordable form, executed by the assignor and the proposed assignee whereby such assignee agrees, expressly for the benefit of District, to assume, keep and perform, and be bound by each and all of the covenants, conditions, restrictions and provisions herein contained on the part of Chabot JPA, and any such assignment or transfer shall be subject to each and all of the covenants, conditions, restrictions and provisions hereof. Any assignment in violation of this Section shall be void and of no effect. District may not assign, sublet, encumber, sell, pledge, hypothecate, transfer or otherwise convey (each of the foregoing, a "**Transfer**") this Lease without the prior written consent of Chabot JPA, which consent may be granted or withheld in the exercise of Chabot JPA's sole discretion. Any Transfer of this Lease must be in writing and signed by District, the transferee and Chabot JPA.

22. SUCCESSORS. This Lease shall inure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto, except as provided in the preceding Section.

23. SURRENDER OF LEASE NOT MERGER. The voluntary or other surrender of this Lease by Chabot JPA, shall not work a merger and shall, at the option of District, terminate all or any existing subleases or subtenancies, or operate as an assignment to District of any or all subleases or subtenancies. This Section 23 provision does not apply to the early termination of this Lease pursuant to Paragraph 4.H above.

24. WAIVER. The waiver in any instance by District or Chabot JPA of any breach hereunder or any term, covenant or condition of this Lease or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be deemed to be a waiver of any other breach or any other term, covenant or condition of this Lease or a waiver of any subsequent breach of the same or any other term, covenant or condition of this Lease.

25. SIGNS. Chabot JPA shall at Chabot JPA's cost have the right and entitlement to place Chabot JPA's signs on the Property, and otherwise to advertise its services, without obtaining prior approval and consent of District. Any signs shall be at Chabot JPA's cost and in compliance with the local ordinances pertaining thereto. In connection with the placement of such signs, District agrees to cooperate with Chabot JPA in obtaining any governmental permits which may be necessary. Throughout the Term of this Lease, Chabot JPA shall, at its sole cost and expense, maintain the signage and all appurtenances in good condition and repair

26. SURRENDER OF THE PREMISES. If this Lease is terminated as a result of a default on the part of Chabot JPA, upon such termination, Chabot JPA shall surrender to District the Chabot Facility and any other then existing Improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. This condition shall be similar to that existing as of the Commencement Date of this Lease excepting normal ordinary wear and tear and any improvements made by Chabot JPA subsequent to the Commencement Date. Upon such termination due to Chabot JPA default, this Lease shall operate as a conveyance and assignment to the District of the Improvements. Chabot JPA shall remove from the Property all of Chabot JPA's personal property, and trade fixtures. All property not so removed shall be deemed abandoned by Chabot JPA.

27. DISTRICT'S COVENANTS. The District covenants, warrants and represents that District has full right and power to execute and perform the Site Lease and this Lease, and to grant the estate demised herein, and covenants that Chabot JPA on paying rent as herein provided and performing the covenants hereof shall peaceably and quietly have, hold and enjoy the Chabot Facility and all right, easements, appurtenances and privileges belonging or in any way appertaining thereto, during the term of this Lease and any extension or renewal thereof.

28. HAZARDOUS MATERIALS. District and Chabot JPA agree as follows with respect to the existence or use of Hazardous Materials on the Property and Improvements.

A. Definition. As used herein, the term "**Hazardous Materials**" means any hazardous or toxic substance, material or waste that is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) defined as hazardous or extremely hazardous pursuant to Title 22 of the California Code of Regulations, Division 4.5, Chapter 11, Article 4, Section 66261.30 et seq. (ii) defined as a "hazardous waste" pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to Section 10 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "**Hazardous Materials Law**" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

B. Hazardous Materials. Chabot JPA shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Property and the Improvements by Chabot JPA or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office, classroom and janitorial supplies (which shall be used and stored in strict compliance with Hazardous Materials Law). Chabot JPA shall comply with all Hazardous Materials Laws.

C. Responsibility of Chabot JPA. From and after the Commencement Date, Chabot JPA shall be solely responsible for all environmental matters affecting the Property and Improvements. Without limiting the preceding sentence:

(i) Any handling, transportation, storage, treatment, disposal or use of Hazardous Materials in or about the Property and the Improvements by Chabot JPA or its employees, agents, and contractors shall be the responsibility of Chabot JPA and shall be in strict compliance with all applicable Hazardous Materials Laws and the provisions of this Lease.

(ii) It shall be the duty of Chabot JPA to ensure that the Property and the Improvements are at all times in strict compliance with all Hazardous Materials Laws and that all activities conducted in or about the Property and Improvements comply in every respect with all applicable Hazardous Materials Laws including, but not limited to, all notification, record keeping, and maintenance requirements of such laws.

(iii) Chabot JPA shall have and discharge all of the duties and obligations of the owner of the Property and Improvements under applicable Hazardous Materials Laws, including, but not limited to, response and remediation.

D. Indemnification. Chabot JPA shall indemnify, defend upon demand with counsel reasonably acceptable to District, and hold harmless District and its trustees, agents and employees from and against any liabilities, losses, claims, damages, lost profits, consequential damages, interest, penalties, fines, monetary sanctions, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, and other expenses (all of the foregoing, collectively, "**Claims**") which result from or arise in any manner whatsoever out of the use, storage, treatment, transportation, release, disposal, or presence from any cause or source whatsoever of Hazardous Materials on or about the Property and Improvements except to the extent arising as a result of the negligence or willful misconduct of District or its trustees, agents and employees.

E. Chabot JPA Action. If the presence of Hazardous Materials on the Property and the Improvements (from any source whatsoever) results in contamination or deterioration of water or soil resulting in a level of contamination greater than the levels established as acceptable by any governmental agency having jurisdiction over such contamination, and if the Chabot JPA is responsible therefore under applicable law, then Chabot JPA shall, at its sole cost and expense, promptly take any and all action necessary to investigate and remediate such contamination if required by law or as a condition to the issuance or continuing effectiveness of any governmental approval which relates to the use of the Property and Improvements or any

part thereof. Chabot JPA shall further defend, indemnify and hold District and its agents harmless from and against, all claims, costs and liabilities, including attorneys' fees and costs, arising out of or in connection with any investigation and remediation required hereunder to return the Property and Improvements to full compliance with all Hazardous Materials Laws.

F. Notice. District and Chabot JPA shall each give written notice to the other as soon as reasonably practicable of (i) any communication received from any governmental authority concerning Hazardous Materials which relates to the Property and the Improvements, and (ii) any contamination of the Property and the Improvements by Hazardous Materials which constitutes a violation of any Hazardous Materials Law. Chabot JPA and subtenants may use small quantities of household chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct their business on the Property and Improvements and such other Hazardous Materials as are necessary for the operation of their respective businesses. At any time during the Term, Chabot JPA shall, within thirty (30) days after written request therefor received from District, disclose in writing all Hazardous Materials that are being used by Chabot JPA or subtenant on the Property and Improvements, the nature of the use, and the manner of storage and disposal.

G. Monitoring Wells. In the event that District has reason to believe that Hazardous Materials may be present on the Property or the Improvements, District may require that, at Chabot JPA's expense, testing wells be installed on the Property at locations determined by District and Chabot JPA, and may cause the ground water to be tested to detect the presence of Hazardous Materials by the use of such tests as are then customarily used for such purposes. Chabot JPA shall comply promptly with any such request.

H. Survival. The obligations of Chabot JPA to indemnify District pursuant to this Section 28 shall survive the expiration or earlier termination of this Lease; provided however, that notwithstanding any contrary provision of this Lease, Chabot JPA shall have no obligation to indemnify or defend District or its trustees, agents and employees against Claims or liability of any kind whatsoever arising as a result of the actions of District, its employees, agents, and contractors and invitees at any time before or after termination of this Lease, nor shall Chabot JPA have any obligation to indemnify or defend District or its trustees, agents and employees against Claims or liability of any kind whatsoever that arises as a result of Hazardous Materials that come to be present in, on, or under the Property or the Improvements after the termination of this Lease. The rights and obligations of District and Chabot JPA with respect to issues relating to Hazardous Materials are exclusively established by this Section. In the event of any inconsistency between any part of this Lease and this Section, the terms of this Section shall control.

I. In the event that Chabot JPA causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Property and Improvements, such as, but not limited to remodeling or other construction, Chabot JPA shall be solely responsible for all costs associated with the proper handling, mitigation, remediation and disposal of the Hazardous Materials and all related cleanup.

29. GENERAL.

A. Captions. The captions and section headings used in this Lease are for the purposes of convenience only. They shall not be construed to limit or extend the meaning of any part of this Lease.

B. Time of the Essence. Time is of the essence for the performance of each term, covenant and condition of this Lease.

C. No Subordination. No leasehold mortgage shall impair District from enforcing its rights and remedies herein or by law provided.

D. Entire Agreement; Amendments. This Lease, together with Exhibits A through D attached hereto and incorporated herein by reference, and the Site Lease, constitutes the entire understanding and agreement of the District and Chabot JPA with respect to the subject matter hereof, and all prior written or oral agreements with respect thereto, are hereby superseded. No addition to or modification of, any term or provision of this Lease shall be effective until set forth in writing signed by both District and Chabot JPA.

E. Severability. The provisions of this Lease are declared to be severable, and if any provision herein is invalidated by any court, the remaining provisions shall not be affected thereby and shall be fully enforceable, unless such enforcement would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Lease.

F. Jurisdiction and Venue. This Lease has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Lease shall be determined and governed by the laws of the State of California. To the fullest extent permitted by California law, Alameda County, California shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Lease.

G. Interpretation. This Lease is the product of negotiation by the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party

H. Parties Not Co-Venturers. Nothing in this Lease is intended to or shall establish the parties as partners, co-venturers, or principal and agent with one another.

I. Non-Liability of Chabot JPA Officials, Employees Agents, and Members. No officer, director, official, employee, agent or member agency of Chabot JPA shall be personally liable for any breach or default hereunder, or for any amount of money which may become due to District or its successor or for any obligation of Chabot JPA under this Lease.

J. Further Assurances; Cancellation of Loan Documents. The parties shall execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Lease. Concurrently with the execution of this Lease, the parties shall terminate the agreements executed in connection with the Loan, including without limitation: (i) the Loan Agreement dated as of July 1, 1999 and executed by and between District and Chabot JPA, (ii) the Promissory Note dated as of July 1, 1999 and executed by Chabot JPA for the benefit of District, (iii) the Leasehold Deed of Trust dated as of July 1, 1999 and executed by Chabot JPA for the benefit of District, (iv) all UCC Financing Statements executed in connection with the Loan, (v) the Security Agreement dated as of July 1, 1999 and executed by and between Chabot JPA and District, (vi) the Assignment of Architectural Agreements and Plans and Specifications dated as of July 1, 1999 and executed by Chabot JPA for the benefit of District, (vii) the Assignment of Construction Agreements dated as of July 1, 1999 and executed by Chabot JPA for the benefit of District, and (viii) all other instruments and agreements providing any form of security interest in connection with the Loan, and the parties shall take all steps necessary to cancel and re-convey each such document and instrument, including without limitation the execution and recordation of all necessary instruments. Chabot JPA and District each agree to execute and deliver the Agreement Regarding Termination of Security Instruments substantially in the form attached hereto as Exhibit D and incorporated herein by reference.

K. Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same lease. It is also agreed that separate counterparts of this Lease may separately be executed by Chabot JPA and the District, all with the same force and effect as though the same counterpart had been executed by both the District and Chabot JPA.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, District and Chabot JPA have executed this Lease, through their respective officers or representatives, duly authorized, as of the date first written above.

CHABOT SPACE AND SCIENCE CENTER

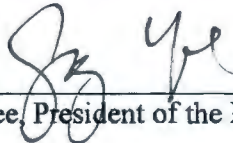
By: _____
Its: _____

Dated: _____

By: _____
Its: _____

Dated: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President of the Board of Education

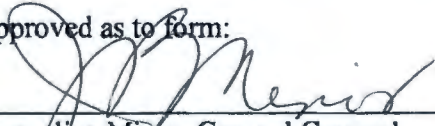
Dated: 12/2/2010

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 12/2/2010

By: 
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: 12/2/10
with

Approved as to form:

Jacqueline Minor, General Counsel

Dated: 12/2/10

Attachments:

- Exhibit "A" - Site Lease. To be added.
- Exhibit "B" - Legal Description of Property. To be added.
- Exhibit "C" - In-Kind Services. To be added
- Exhibit "D" - Agreement Regarding Termination of Security Instruments. To be added.

LEGISLATIVE FILE

File ID No. 10-2242
Introduction Date 9-13-10
Enactment No. 10-1733
Enactment Date 9/22/10



Exhibit A

SITE LEASE

SITE LEASE

THIS SITE LEASE (this "Site Lease"), dated for reference purposes as of this day of , 2010, is made by and between the Chabot Space and Science Center, a joint powers agency ("Chabot JPA") and the Oakland Unified School District, a California public school district ("District").

WHEREAS, for the purpose of enabling Chabot JPA to repay the outstanding balance of a loan made in 1999 by the District to Chabot JPA (the "Loan") to finance the costs of certain capital improvements to the Chabot Space and Science Center facility located at 10000 Skyline Blvd., Oakland, California, 94619 ("Chabot Facility"), Chabot JPA desires to lease the Chabot Facility to the District pursuant to the terms of this Site Lease; and

WHEREAS, pursuant to that certain Chabot JPA Lease Agreement dated as of even date herewith, between the District and Chabot JPA (the "Lease Agreement"), Chabot JPA will lease back the Chabot Facility from the District and shall be obligated to make certain rental payments to the District; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Site Lease 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.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Chabot JPA and the District agree as follows:

Section 1. Definitions.

Capitalized terms used, but not otherwise defined, in this Site Lease shall have the meanings ascribed to them in the Lease Agreement.

Section 2. Site Lease.

Chabot JPA hereby leases to the District and the District hereby leases from Chabot JPA, on the terms and conditions hereinafter set forth, the Chabot Facility. The Chabot Facility is located on that certain real property more particularly described in Exhibit A attached hereto and made a part hereof. The parties consent to the recordation of a Memorandum of this Site Lease in the Official Records of Alameda County.

A. Condition of Chabot Facility. The Chabot Facility is leased to District on an "AS IS" basis. Chabot JPA shall not be required to make or construct any alterations including structural changes, additions or improvements to the Chabot Facility. By entry and taking possession of the Chabot Facility pursuant to this Site Lease, District accepts the Chabot Facility in "AS IS" condition. District acknowledges that neither Chabot JPA nor Chabot JPA's agents

have made any representation or warranty as to the suitability of the Chabot Facility to the conduct of the District's business. Any agreements, warranties or representations not expressly contained herein shall in no way bind either District or Chabot JPA, and District and Chabot JPA expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Site Lease.

B. Disclaimer of Warranties. NEITHER CHABOT JPA NOR ITS ASSIGNS MAKES ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY DISTRICT OF THE CHABOT FACILITY OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE CHABOT FACILITY. IN NO EVENT SHALL CHABOT JPA OR ITS ASSIGNS BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS SITE LEASE OR THE LEASE AGREEMENT WITH RESPECT TO THE EXISTENCE, FURNISHING, FUNCTIONING OR DISTRICT'S USE OF THE CHABOT FACILITY.

Section 3. Indemnification.

A. District Indemnification. District agrees to indemnify, reimburse, hold harmless, and defend Chabot JPA, its officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), on account of, or arising out of, the operation, condition, use or occupancy of the Chabot Facility and all areas appurtenant thereto by District, its officers, agents, employees and invitees, or from any activity, work, or other thing done, permitted or suffered by District, its officers, agents, employees, and invitees in or about the Chabot Facility, unless and to the extent caused by the negligence or willful misconduct of Chabot JPA, its trustees, officers, employees or agents.

B. Further District Indemnification. District shall further indemnify, hold harmless, and defend Chabot JPA from and against any and all claims arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this Site Lease, or arising from any act, omission or negligence of District, or any officer, agent, employee, or invitee of District, and from all costs, attorneys' fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Chabot JPA by reason of such claim (regardless of whether a claim is filed), District, upon notice from Chabot JPA shall defend the same at District's expense.

C. Costs to Enforce Indemnification. Any reasonable costs incurred (including without limitation, filing fees and attorneys' fees) after providing written request for indemnification to the indemnifying party for indemnification shall be owed to the requesting party if it is determined the indemnification was owed. In addition the indemnifying party shall pay reasonable attorneys' fees and costs incurred to enforce the indemnity obligations of this agreement to the indemnified party.

Section 4. Waiver of Personal Liability.

All liabilities under this Site Lease on the part of the Chabot JPA shall be solely liabilities of Chabot JPA, and the District hereby releases each and every member, director, officer, agent, employee, successor or assign of Chabot JPA from all personal or individual liability under this Site Lease. No member, director, officer, agent, or employee of Chabot JPA shall at any time or under any circumstances be individually or personally liable under this Site Lease to District or to any other party for anything done or omitted to be done by Chabot JPA hereunder.

Section 5. Term.

The term of this Site Lease shall commence retroactively on October 1, 2009, and shall end on September 30, 2049 (“**Lease Maturity Date**”), unless such term is sooner terminated as hereinafter provided. This Site Lease shall automatically terminate concurrently with the termination of the Lease Agreement, including without limitation, upon the payment in full of the outstanding Principal balance in accordance with the Lease Agreement. Upon the termination of this Site Lease, the parties agree to execute and record a notice of termination in the Official Records of Alameda County.

Section 6. Advance Rental Payment.

Chabot JPA agrees to lease the Chabot Facility to the District in consideration of the advance rental payment of \$1.00.

Section 7. Purpose.

The District shall use the Chabot Facility solely for the purpose of leasing the Chabot Facility back to Chabot JPA pursuant to the Lease Agreement; provided, however, that in the event of default by Chabot JPA under the Lease Agreement, the District or its assigns, if any, may exercise the remedies provided in the Lease Agreement.

Section 8. Assignment.

District may not assign, sublet, encumber, sell, pledge, hypothecate, transfer or otherwise convey (each of the foregoing, a “**Transfer**”) this Site Lease without the prior written consent of Chabot JPA, which consent may be granted or withheld in the exercise of Chabot JPA’s sole discretion. Any Transfer of this Site Lease must be in writing and signed by District, the transferee and Chabot JPA.

Section 9. Right of Entry.

Chabot JPA reserves the right for any of its duly authorized representatives to enter upon the Chabot Facility at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 10. Termination.

The District shall quit and surrender the Chabot Facility upon the termination of this Site Lease.

Section 11. Default.

In the event the District shall be in default in the performance of any obligation to be performed by District under the terms of this Site Lease, which default continues for sixty (60) days following notice and demand for correction thereof to the District, Chabot JPA may exercise any and all remedies granted by law.

Section 12. Taxes.

All assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Chabot Facility will be paid in accordance with the Lease Agreement.

Section 13. Miscellaneous.

13.1 Partial Invalidity. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall, to any extent, be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding, order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

13.2 Notices. Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

District:

Chabot JPA: Executive Director
Chabot Space and Science Center
10000 Skyline Blvd.
Oakland, California, 94619

District: Office of the Superintendent
Oakland Unified School District
1025 2nd Avenue
Oakland, CA 94606

The date of service of any notice mailed as aforesaid shall be deemed to be five (5) days after the date of such mailing, and the date of service of any notice hand delivered, as aforesaid, shall be deemed to be one (1) day after delivery thereof to the delivery service office.

13.3 Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

13.4 Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

13.5 Attorneys' Fees. In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Site Lease, to recover rent or possession of the Chabot Facility, to terminate this Site Lease, or to enforce, protect or establish any term or covenant of this Site Lease or right or remedy of either party, the prevailing party shall be entitled to recover, as a part of the action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

13.6 Entire Agreement; Amendments. This Site Lease, together with Exhibit A attached hereto and incorporated herein by reference and the Lease Agreement, constitutes the entire understanding and agreement of the District and Chabot JPA with respect to the subject matter hereof, and all prior written or oral agreements with respect thereto, are hereby superseded. No addition to or modification of, any term or provision of this Site Lease shall be effective until set forth in writing signed by both District and Chabot JPA.

13.7 Interpretation. This Site Lease is the product of negotiation by the parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any party.

13.8 Parties Not Co-Venturers. Nothing in this Site Lease is intended to or shall establish the parties as partners, co-venturers, or principal and agent with one another.

13.9 Further Assurances. The parties shall execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Site Lease.

13.10 Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Chabot JPA and the District have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

CHABOT SPACE AND SCIENCE CENTER

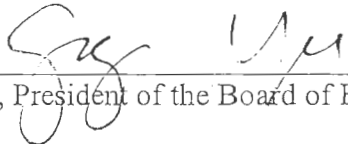
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Its: _____

Dated: _____

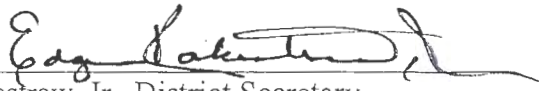
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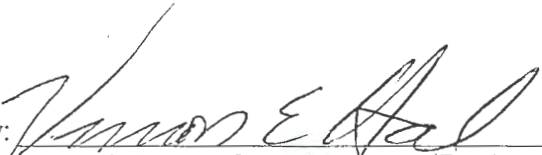
OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President of the Board of Education

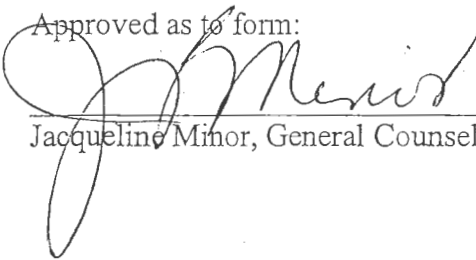
Dated: 12/2/2010

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 12/2/2010

By: 
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: 12/2/10

Approved as to form:

Jacqueline Minor, General Counsel

Dated: 12/2/10

EXHIBIT A TO SITE LEASE

LEGAL DESCRIPTION OF PROPERTY

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Beginning at the point of intersection of the Northern boundary line of Skyline Boulevard as conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated November 2, 1921, and recorded December 2, 1921, in Volume 114 of Official Records, at Page 206, in the Office of the Recorder of Alameda County, California, with the Western boundary line of that certain 58.989 acre tract of land formerly known as a portion of Sequoia Park and conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated August 7, 1924, and recorded September 3, 1924, in Volume 792 of Official Records, at Page 173, in the Office of said Recorder; and running thence Northeasterly, along the Western boundary line of said 58.989 acre tract of land, 382.82 feet to a point on the Northeastern boundary line of the Antonio Maria Peralta, Patent, as described in Book "A" of Patents, Pages 648 to 672 aforesaid records of the County Recorder of Alameda County, distant on Course No. 14 of said Patent 483.96 feet Southeasterly from Post A. P. 15 of said Patent; thence Northwesterly along said boundary line of the Antonio Maria Peralta a Patent to Post A. P. 17 of said Patent, said Post A. P. 17 being on the Eastern boundary line of Lot 2907 of the "Piedmont Pines" tract filed October 15, 1932, in Map Book No. 14, at Pages 40 to 43, inclusive, in the Office of said Recorder; thence, leaving said Patent line and along the Eastern boundary line of said Lot 2907, Southeasterly 82.67 feet to a point on the Northeastern line of Skyline Boulevard as shown upon said "Piedmont Pines" tract, thence leaving said lot line and along the Northeastern line of Skyline Boulevard, Southeasterly 120.17 feet, more or less, to a point on the Northeastern line of Skyline Boulevard as conveyed by Villa Site and Development Company to City of Oakland, by Deed first hereinabove mentioned; and thence, along said line of Skyline Boulevard as described in said Deed, Southerly, Easterly and Southeasterly to the point of beginning.

EXCEPTING THEREFROM, that portion described in the Deed to the East Bay Utility District, recorded July 19, 1954, Book 7373, Page 401, Official Records.

APN: 029-1201-001-01

APN: 029-1201-001-02

APN: 048-7208-005-01 (portion)

Exhibit B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Beginning at the point of intersection of the Northern boundary line of Skyline Boulevard as conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated November 2, 1921, and recorded December 2, 1921, in Volume 114 of Official Records, at Page 206, in the Office of the Recorder of Alameda County, California, with the Western boundary line of that certain 58.989 acre tract of land formerly known as a portion of Sequoia Park and conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated August 7, 1924, and recorded September 3, 1924, in Volume 792 of Official Records, at Page 173, in the Office of said Recorder; and running thence Northeasterly, along the Western boundary line of said 58.989 acre tract of land, 382.82 feet to a point on the Northeastern boundary line of the Antonio Maria Peralta, Patent, as described in Book "A" of Patents, Pages 648 to 672 aforesaid records of the County Recorder of Alameda County, distant on Course No. 14 of said Patent 483.96 feet Southeasterly from Post A. P. 15 of said Patent; thence Northwesterly along said boundary line of the Antonio Maria Peralta a Patent to Post A. P. 17 of said Patent, said Post A. P. 17 being on the Eastern boundary line of Lot 2907 of the "Piedmont Pines" tract filed October 15, 1932, in Map Book No. 14, at Pages 40 to 43, inclusive, in the Office of said Recorder; thence, leaving said Patent line and along the Eastern boundary line of said Lot 2907, Southeasterly 82.67 feet to a point on the Northeastern line of Skyline Boulevard as shown upon said "Piedmont Pines" tract, thence leaving said lot line and along the Northeastern line of Skyline Boulevard, Southeasterly 120.17 feet, more or less, to a point on the Northeastern line of Skyline Boulevard as conveyed by Villa Site and Development Company to City of Oakland, by Deed first hereinabove mentioned; and thence, along said line of Skyline Boulevard as described in said Deed, Southerly, Easterly and Southeasterly to the point of beginning.

EXCEPTING THEREFROM, that portion described in the Deed to the East Bay Utility District, recorded July 19, 1954, Book 7373, Page 401, Official Records.

APN: 029-1201-001-01
APN: 029-1201-001-02
APN: 048-7208-005-01 (portion)

Exhibit C

IN-KIND OFFSETS

IN-KIND OFFSETS

The following is intended to provide the parties specific guidelines for the implementation of In-Kind Offsets, Section 4.D and Section 7 of the Lease. Capitalized terms used in this Exhibit without definition shall have the meaning provided for such terms in the Lease of which this Exhibit is a part.

Provision of free services to OUSD Students, Teachers and Chaperones

Pre-arranged field trips are defined as those field trips to the Chabot Facility that are booked in advance by a Qualifying School for classes, exhibits and other related educational programs such as planetarium shows and films offered during the school year. The Challenger Learning Center is not included in this free offer. At the date of the signing of the Lease field trip programs are offered 3 days per week - Wednesday, Thursday and Friday. If, during the term of this Lease school field trip programs are offered on other weekdays, they will be offered to Qualifying Schools on those days as well.

“Qualifying Schools” means all public schools under the direct administration of the Oakland Unified School District. At the beginning of each school fiscal year (and no later than July 30) the District shall provide Chabot a then-current listing of such schools.

Current rate for admission at the time of the signing of this agreement for Chabot School field trip programs is attached. Upon future amendments to such rates, the then-current rates will be provided to District in advance of any change in the rates. The District shall be charged at a rate of 50% of the then-current school field trip admission fee, which will take the form of an In-Kind Offset.

Cancellation Fees for Field Trips shall be assessed on the following schedule:

30+ Days Prior to Field Trip: no charge

1 – 29 Days Prior to Field Trip: 100% of tuition fee

Cancellation fees shall be due and payable to Chabot directly. They do not form part of the In-Kind Offsets under the Lease.

Facility use for Official District meetings

Rental Fees for the purposes of this section shall be based on the then-current rate card for Chabot facility rentals, as amended. A rate card current as of the execution of the Lease is attached. Upon future amendments to such rates, the then-current rates will be provided to District in advance of any change in the rates. For the purposes of this Lease, only rental fees as set forth in the rate card as such may be amended will be waived. Any additional fees incurred during the use of the Chabot Facility shall be paid by District, and such fees do not form part of

the In-Kind Offsets under the Lease. By way of example such additional fees would include catering, setup and break down of events, additional janitorial services, audiovisual services, etc.

The single entity authorized by District to reserve Chabot Facility space at the time of the execution of the Lease is the position of Science Manager, Oakland Unified School District. If at any time in the future there is a change in designated authorized position, such change shall be promptly communicated to Chabot.

Postpone or Move – District acknowledges that Chabot may need to postpone or move a District event for commercially practicable reasons and in order to maximize Chabot’s revenues. Chabot will provide District with at least two weeks advance notice before postponing or cancelling District’s use.

Cancellation Fees for District use of the Chabot Facility shall be assessed on the following schedule. Cancellations by District must be provided to Chabot in writing.

- 91+ Days Prior to Event: no charge**
- 60 – 90 Days Prior to Event: 50% rental fee**
- 1 – 59 Days Prior to Event: 100% of rental fee**

Cancellation fees shall be due and payable to Chabot directly. They do not form part of the In-Kind Offsets under the Lease.

Summer Camp Scholarships

Summer camp Scholarships shall be offered to any District student attending a Qualifying School for the applicable summer camp programs. Such scholarships shall comprise no more that 5% of the spaces available for the summer camp programs in each calendar year. For the purposes of calculating the in-kind offset under this section, each September during the term of the Lease, the number of scholarship students admitted shall be multiplied by the then-current rate for admission and the total shall be deducted from the outstanding Principal balance. Once the name of the student is provided to Chabot pursuant to the selection process described below, such student shall be deemed admitted. There will be no reduction in the In-Kind Offset in the event of cancellation or failure of such student to participate in the summer camp program once admitted.

Summer camp Programs - At the time of the execution of the Lease, Chabot offers summer camp programs for students entering grades K-8. These programs may be modified from time to time, and such modifications shall be communicated to District in a timely manner.

Summer Camp Scholarship participants shall be selected by a process developed and administered by District. The names of the selected Scholarship students shall be provided to Chabot by June 1 of each calendar year.

Other Provisions

Chabot shall continue to provide District with teacher training workshops, astronomy and science curriculum support. Such programs shall be offered on the same basis as they are offered to any teacher participating in Chabot professional development programs.

Chabot and its partners shall continue to provide intensive STEM based programs, such as Galaxy Explorers and Techbridge to District students, subject to program funding availability. Such programs may be modified from time to time, and such modifications shall be communicated to District.

The Chabot Facility telescopes shall be available at no charge on Friday and Saturday nights to the District community for astronomy programs on the same basis as they are made available free to all other users. For the avoidance of doubt, free access to Chabot Facility Telescopes does not include admission to other Chabot Facility programs and exhibits.

Chabot will submit quarterly statements of activity tracking the In-Kind Offsets, and submit them to District by not later than January 15, April 15, July 15 and October 15 of each year for the prior quarter. District shall have 30 days to review such statements. Absent any adjustments agreed upon during that 30-day period, the In-Kind Offsets for the quarter will then be credited to the balance of the Principal.

Exhibit D

AGREEMENT REGARDING TERMINATION OF SECURITY INSTRUMENTS

AGREEMENT REGARDING TERMINATION OF SECURITY INSTRUMENTS

THIS AGREEMENT REGARDING TERMINATION OF SECURITY INSTRUMENTS (this "Agreement") is made as of November 9, 2010 ("Effective Date") by and between Chabot Space and Science Center, a joint powers agency ("Chabot ") and the Oakland Unified School District, a California public school district ("District").

WHEREAS, in connection with a loan of certain funds (the "Loan") provided by District to Chabot, the parties entered into a Loan Agreement dated as of July 1, 1999 and executed by and between District and Chabot (the "Loan Agreement") and related security instruments;

WHEREAS, for the purpose of enabling Chabot to repay the outstanding balance of the Loan, Chabot and District have entered into: (i) that certain Site Lease dated as of the Effective Date (the "Site Lease") pursuant to which Chabot will lease the improvements located on that certain real property (the "Property") described in Exhibit A attached hereto and incorporated herein by reference (the "Improvements") to District, and (ii) that certain Chabot JPA Lease Agreement- Chabot Space and Science Center Facility dated as of the Effective Date (the "Facility Lease") pursuant to which District will lease the Improvements back to Chabot for operation of the Chabot Space and Science Center Facility (the "Facility"); and

WHEREAS, the Facility Lease provides that District and Chabot shall take all actions necessary to terminate, cancel and reconvey as of the Effective Date all of the documents and instruments executed in connection with the Loan, including without limitation: (i) the Loan Agreement, (ii) the Promissory Note dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "Note"), (iii) the Leasehold Construction Deed of Trust dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "Deed of Trust"), (iv) all UCC Financing Statements executed in connection with the Loan (the "UCCs"), (v) the Security Agreement dated as of July 1, 1999 and executed by and between Chabot and District (the "Security Agreement"), (vi) the Assignment of Architectural Agreements and Plans and Specifications dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "Assignment of Architect's Agreement"), (vii) the Assignment of Construction Agreements dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "Assignment of Construction Contract"), and (viii) all other instruments and agreements providing any form of security interest in connection with the Loan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Cancellation of Note. District acknowledges that Chabot's obligations in connection with the Loan have been superseded by Chabot's obligations under the Site Lease and the Facility Lease. District hereby cancels the Note and agrees to return the original Note to Chabot on the closing date ("Closing Date"). The Closing Date shall be the date upon which the Facility Lease and the Site Lease are executed by Chabot and District.

2. Termination of Loan Agreement and Security Agreement. Chabot and District each agree that the Loan Agreement and the Security Agreement shall each terminate as of the Closing Date, and neither party shall have any rights or responsibilities under either such agreement following such date.
3. Reconveyance of Deed of Trust. District agrees that the Deed of Trust shall terminate as of the Closing Date, and that neither party shall have any rights or responsibilities under such document following such date. District agrees that a reconveyance of the Deed of Trust shall be recorded in the Official Records of Alameda County on the Closing Date.
4. Termination of Assignment Agreements. District agrees that the Assignment of Architect's Agreement and the Assignment of Construction Contract shall each terminate as of the Closing Date, and neither party shall have any rights or responsibilities under either of such agreements following such date.
5. Termination of UCCs. District agrees that the UCCs shall each terminate as of the Closing Date, and neither party shall have any rights or responsibilities under either of such instruments following such date. District agrees to file a UCC-3 with the California Secretary of State to terminate each of the UCCs as of the Closing Date.
6. Binding Effect; Governing Law; Amendments. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of California, and may not be modified or amended other than by a written agreement signed by all parties.
7. Severability. If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
8. Further Assurances. The parties shall each execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either party shall reasonably request as may be necessary to carry out the intent of this Agreement.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement Regarding Termination of Security Instruments as of the date first written above.

CHABOT SPACE AND SCIENCE CENTER

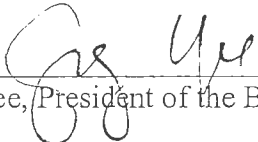
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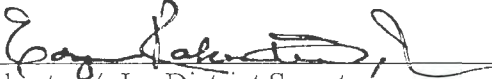
By: _____
Its: _____

Dated: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President of the Board of Education

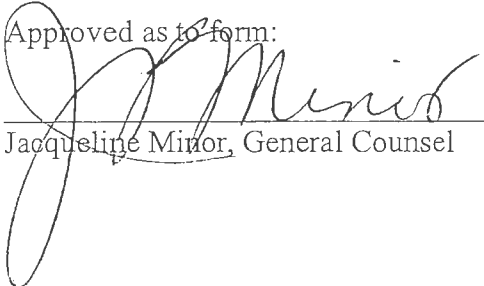
Dated: 12/2/2010

By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 12/2/2010

By: 
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: 12/2/10

Approved as to form:

Jacqueline Minor, General Counsel

Dated: 12/2/10

Exhibit A

PROPERTY

(Attach legal description)

AGREEMENT REGARDING TERMINATION OF SECURITY INSTRUMENTS

THIS AGREEMENT REGARDING TERMINATION OF SECURITY INSTRUMENTS (this "**Agreement**") is made as of November 9, 2010 ("**Effective Date**") by and between Chabot Space and Science Center, a joint powers agency ("**Chabot** ") and the Oakland Unified School District, a California public school district ("**District**").

WHEREAS, in connection with a loan of certain funds (the "**Loan**") provided by District to Chabot, the parties entered into a Loan Agreement dated as of July 1, 1999 and executed by and between District and Chabot (the "**Loan Agreement**") and related security instruments;

WHEREAS, for the purpose of enabling Chabot to repay the outstanding balance of the Loan, Chabot and District have entered into: (i) that certain Site Lease dated as of the Effective Date (the "**Site Lease**") pursuant to which Chabot will lease the improvements located on that certain real property (the "**Property**") described in Exhibit A attached hereto and incorporated herein by reference (the "**Improvements**") to District, and (ii) that certain Chabot JPA Lease Agreement- Chabot Space and Science Center Facility dated as of the Effective Date (the "**Facility Lease**") pursuant to which District will lease the Improvements back to Chabot for operation of the Chabot Space and Science Center Facility (the "**Facility**"); and

WHEREAS, the Facility Lease provides that District and Chabot shall take all actions necessary to terminate, cancel and reconvey as of the Effective Date all of the documents and instruments executed in connection with the Loan, including without limitation: (i) the Loan Agreement, (ii) the Promissory Note dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "**Note**"), (iii) the Leasehold Construction Deed of Trust dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "**Deed of Trust**"), (iv) all UCC Financing Statements executed in connection with the Loan (the "**UCCs**"), (v) the Security Agreement dated as of July 1, 1999 and executed by and between Chabot and District (the "**Security Agreement**"), (vi) the Assignment of Architectural Agreements and Plans and Specifications dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "**Assignment of Architect's Agreement**"), (vii) the Assignment of Construction Agreements dated as of July 1, 1999 and executed by Chabot for the benefit of District (the "**Assignment of Construction Contract**"), and (viii) all other instruments and agreements providing any form of security interest in connection with the Loan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Cancellation of Note. District acknowledges that Chabot's obligations in connection with the Loan have been superseded by Chabot's obligations under the Site Lease and the Facility Lease. District hereby cancels the Note and agrees to return the original Note to Chabot on the closing date ("**Closing Date**"). The Closing Date shall be the date upon which the Facility Lease and the Site Lease are executed by Chabot and District.

2. Termination of Loan Agreement and Security Agreement. Chabot and District each agree that the Loan Agreement and the Security Agreement shall each terminate as of the Closing Date, and neither party shall have any rights or responsibilities under either such agreement following such date.
3. Reconveyance of Deed of Trust. District agrees that the Deed of Trust shall terminate as of the Closing Date, and that neither party shall have any rights or responsibilities under such document following such date. District agrees that a reconveyance of the Deed of Trust shall be recorded in the Official Records of Alameda County on the Closing Date.
4. Termination of Assignment Agreements. District agrees that the Assignment of Architect's Agreement and the Assignment of Construction Contract shall each terminate as of the Closing Date, and neither party shall have any rights or responsibilities under either of such agreements following such date.
5. Termination of UCCs. District agrees that the UCCs shall each terminate as of the Closing Date, and neither party shall have any rights or responsibilities under either of such instruments following such date. District agrees to file a UCC-3 with the California Secretary of State to terminate each of the UCCs as of the Closing Date.
6. Binding Effect; Governing Law; Amendments. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, shall be governed by and construed in accordance with the laws of the State of California, and may not be modified or amended other than by a written agreement signed by all parties.
7. Severability. If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
8. Further Assurances. The parties shall each execute, acknowledge and deliver to the other such other documents and instruments, and shall take such other actions, as either party shall reasonably request as may be necessary to carry out the intent of this Agreement.
9. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement Regarding Termination of Security Instruments as of the date first written above.

CHABOT SPACE AND SCIENCE CENTER

By: _____
Its: _____

Dated: _____

By: _____
Its: _____

Dated: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: Gary Yee
Gary Yee, President of the Board of Education

Dated: 12/2/2010

By: Edgar Rakestraw, Jr.
Edgar Rakestraw, Jr., District Secretary

Dated: 12/2/2010

By: Vernon Hal
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: 12/2/10

Approved as to form:
Jacqueline Minor
Jacqueline Minor, General Counsel

Dated: 12/2/10

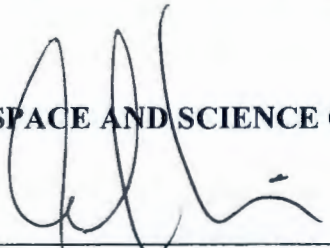
Exhibit A

PROPERTY

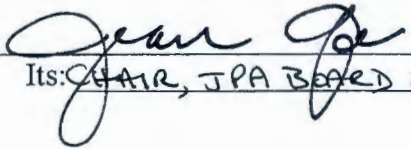
(Attach legal description)

IN WITNESS WHEREOF, the undersigned have executed this Agreement Regarding Termination of Security Instruments as of the date first written above.

CHABOT SPACE AND SCIENCE CENTER

By: 
Its: EXECUTIVE DIRECTOR

Dated: 12/8/10

By: 
Its: CHAIR, JPA BOARD OF DIRECTORS

Dated: 12/8/10

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Gary Yee, President of the Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: _____
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: _____

Approved as to form:

Jacqueline Minor, General Counsel

Dated: _____

AGREEMENT REGARDING CONDITIONAL ASSIGNMENT

THIS AGREEMENT REGARDING CONDITIONAL ASSIGNMENT (this "Agreement") is made as of November 9, 2010 ("Effective Date") by and between Chabot Space and Science Center, a joint powers agency ("Chabot"), the Oakland Unified School District, a California public school district ("District") and the City of Oakland, a municipal corporation ("City").

WHEREAS, Chabot and City entered into that certain Ground Lease dated as of February 25, 1994 (as amended by the First Amendment (defined below), hereafter, the "Ground Lease") pursuant to which City has leased to Chabot that certain real property (the "Property") described in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, in connection with a loan of certain funds (the "Loan") provided by District to Chabot, the City and Chabot entered into that certain First Amendment to Ground Lease and Subordination of Assumption Options dated as of July 1, 1999 (the "First Amendment");

WHEREAS, the First Amendment acknowledges the District's security interest in the Property and provides that the District would have the right to succeed to the interest of Chabot under the Ground Lease if the District were to foreclose on such security interest or accept a deed in lieu of foreclosure thereof in connection with a default by Chabot under the Loan;

WHEREAS, for the purpose of enabling Chabot to repay the outstanding balance of the Loan, Chabot and District propose to enter into (i) that certain Site Lease dated as of the Effective Date (the "Site Lease") pursuant to which Chabot will lease the improvements located on the Property (the "Improvements") to District, and (ii) that certain Chabot JPA Lease Agreement- Chabot Space and Science Center Facility dated as of the Effective Date (the "Facility Lease") pursuant to which District will lease the Improvements back to Chabot for operation of the Chabot Space and Science Center Facility (the "Facility");

WHEREAS, the Facility Lease provides that District and Chabot shall take all actions necessary to terminate, cancel and reconvey as of the Effective Date all of the documents and instruments executed in connection with the Loan, including without limitation: (i) the Loan Agreement dated as of July 1, 1999 and executed by and between District and Chabot, (ii) the Promissory Note dated as of July 1, 1999 and executed by Chabot for the benefit of District, (iii) the Leasehold Deed of Trust dated as of July 1, 1999 and executed by Chabot for the benefit of District, (iv) all UCC Financing Statements executed in connection with the Loan, (v) the Security Agreement dated as of July 1, 1999 and executed by and between Chabot and District, (vi) the Assignment of Architectural Agreements and Plans and Specifications dated as of July 1, 1999 and executed by Chabot for the benefit of District, (vii) the Assignment of Construction Agreements dated as of July 1, 1999 and executed by Chabot for the benefit of District, and (viii) all other instruments and agreements providing any form of security interest in connection with the Loan;

WHEREAS, the Site Lease and the Facility Lease each provide that each such document shall terminate upon the earlier of the expiration of the respective term of each such document, or the repayment of the outstanding principal balance of the Loan;

WHEREAS, the Facility Lease provides that upon the occurrence of an event of default thereunder on the part of Chabot and the expiration of all applicable cure periods, the District may succeed to the interests of Chabot in the Property and the Improvements pursuant to an assumption of the Ground Lease; and

WHEREAS, Section 3.04 of the Joint Powers Agreement of the Chabot Space and Science Center dated as of May 26, 1989 (as subsequently amended, the "**JPA Agreement**") provides that the City and the District (in that order) have certain rights to assume the Ground Lease under certain circumstances.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Consent to Site Lease and Facility lease. City consents to the execution of the Site Lease and the Facility Lease, and to the recordation of memoranda of each such document.
2. Restriction on Amendment of Ground Lease; District Right to Cure Defaults. City and Chabot agree that for so long as the Site Lease and the Facility Lease are in effect: (a) the Ground Lease will not be modified in a manner that would impair District's interests in the Property and the Improvements without District's written consent, (b) City will provide written notice to District of any default arising under the Ground Lease on the part of Chabot concurrently with provision of such notice to Chabot, (c) District shall have the right to cure defaults of Chabot under the Ground Lease within the same period provided under the Ground Lease, extended by sixty (60) days.
3. City Right to Cure Defaults under Facility Lease. District agrees to provide notice of any default under the Facility Lease to City concurrently with the provision of such notice to Chabot, and agrees that City shall have the right to cure any default of Chabot under the Facility Lease within the same period provided under the Facility Lease, extended by sixty (60) days.
4. City Approval of Ground Lease Assignment. City agrees that following the occurrence of an event of default on the part of Chabot under the Facility Lease and the expiration of all applicable cure periods, City shall approve an assignment of Chabot's interests under the Ground Lease to District.
5. Subordination of City Right to Assume Ground Lease. For so long as the Facility Lease is in effect, City agrees to subordinate City's option to assume the Ground Lease pursuant to Section 3.04 of the JPA Agreement to District's option to assume the Ground Lease pursuant to that same Section.
6. Binding Effect; Governing Law; Amendments. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns, shall be

governed by and construed in accordance with the laws of the State of California, and may not be modified or amended other than by a written agreement signed by all parties.

7. Severability. If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

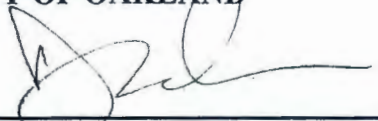
8. Further Assurances. The parties shall execute, acknowledge and deliver to the others such other documents and instruments, and shall take such other actions, as any party shall reasonably request as may be necessary to carry out the intent of this Agreement.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

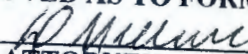
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set written above.

CITY OF OAKLAND

By: 
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Dated: _____

Dated: _____

CHABOT SPACE AND SCIENCE CENTER

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Gary Yee, President of the Board of Education

By: _____
Edgar Rakestraw, Jr., District Secretary

By: _____
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: _____

Dated: _____

Dated: _____

Approved as to form:

Jacqueline Minor, General Counsel

Dated: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set written above.

CITY OF OAKLAND

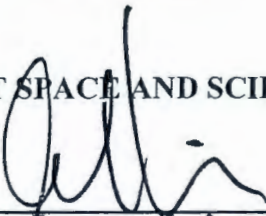
By: _____
Its: _____

Dated: _____

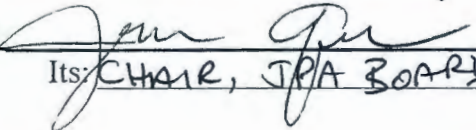
By: _____
Its: _____

Dated: _____

CHABOT SPACE AND SCIENCE CENTER

By: 
Its: EXECUTIVE DIRECTOR/CEO

Dated: 12/16/10

By: 
Its: CHAIR, JPA BOARD

Dated: 12/16/10

OAKLAND UNIFIED SCHOOL DISTRICT

By: _____
Gary Yee, President of the Board of Education

Dated: _____

By: _____
Edgar Rakestraw, Jr., District Secretary

Dated: _____

By: _____
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: _____

Approved as to form:

Jacqueline Minor, General Counsel

Dated: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set written above.

CITY OF OAKLAND

By: _____
Its: _____

Dated: _____

By: _____
Its: _____

Dated: _____

CHABOT SPACE AND SCIENCE CENTER

By: _____
Its: _____

Dated: _____

By: _____
Its: _____

Dated: _____

OAKLAND UNIFIED SCHOOL DISTRICT

By: 
Gary Yee, President of the Board of Education

Dated: 12/16/10

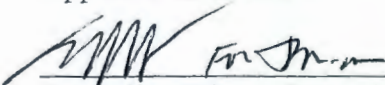
By: 
Edgar Rakestraw, Jr., District Secretary

Dated: 12/16/10

By: _____
Vernon Hal, Deputy Superintendent, Business and Operations

Dated: _____

Approved as to form:


Jacqueline Minor, General Counsel

Dated: 12.16.10

Exhibit A

PROPERTY

(Attach legal description)

EXHIBIT A

The land referred to is situated in the County of Alameda, City of Oakland, State of California, and is described as follows:

Beginning at the point of Intersection of the Northern boundary line of Skyline Boulevard as conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated November 2, 1921, and recorded December 2, 1921, in Volume 114 of Official Records, at Page 206, in the Office of the Recorder of Alameda County, California, with the Western boundary line of that certain 58.989 acre tract of land formerly known as a portion of Sequoia Park and conveyed by Villa Site and Development Company, a California corporation, to City of Oakland, a municipal corporation, by Deed dated August 7, 1924, and recorded September 3, 1924, in Volume 792 of Official Records, at Page 173, in the Office of said Recorder; and running thence Northeasterly, along the Western boundary line of said 58.989 acre tract of land, 382.82 feet to a point on the Northeastern boundary line of the Antonio Maria Peralta, Patent, as described in Book "A" of Patents, Pages 648 to 672 aforesaid records of the County Recorder of Alameda County, distant on Course No. 14 of said Patent 483.96 feet Southeasterly from Post A. P. 15 of said Patent; thence Northwesterly along said boundary line of the Antonio Maria Peralta a Patent to Post A. P. 17 of said Patent, said Post A. P. 17 being on the Eastern boundary line of Lot 2907 of the "Piedmont Pines" tract filed October 15, 1932, in Map Book No. 14, at Pages 40 to 43, inclusive, in the Office of said Recorder; thence, leaving said Patent line and along the Eastern boundary line of said Lot 2907, Southeasterly 82.67 feet to a point on the Northeastern line of Skyline Boulevard as shown upon said "Piedmont Pines" tract, thence leaving said lot line and along the Northeastern line of Skyline Boulevard, Southeasterly 120.17 feet, more or less, to a point on the Northeastern line of Skyline Boulevard as conveyed by Villa Site and Development Company to City of Oakland, by Deed first hereinabove mentioned; and thence, along said line of Skyline Boulevard as described in said Deed, Southerly, Easterly and Southeasterly to the point of beginning.

EXCEPTING THEREFROM, that portion described in the Deed to the East Bay Utility District, recorded July 19, 1954, Book 7373, Page 401, Official Records.

APN: 029-1201-001-01
APN: 029-1201-001-02
APN: 048-7208-005-01 (portion)