TO BE RECORDED AND WHEN RECORDED
RETURN TO:

Jones Hall, A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, California 94108
Attention: William H. Madison, Esq.

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX UNDER SECTION 11929 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES UNDER SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE LEASE

This SITE LEASE (this "Site Lease"), dated as of May 1, 2014, is between SAN LEANDRO UNIFIED SCHOOL DISTRICT, a unified school district duly organized and existing under and by virtue of the laws of the State of California (the "District"), as lessor, and CALIFORNIA PUBLIC AGENCIES FINANCING CORPORATION, a nonprofit public benefit corporation organized under the California Corporations Code (the "Corporation"), as lessee.

B A C K G R O U N D:

1. The District has submitted three Qualified Zone Academy Bond Applications to the State of California Department of Education, School Facilities Planning Division (the "Department"), which were approved to provide financing in the maximum amount of $_____ for an educational program of the District (the "QZAB Program"), which consists generally of fiber optic connections, network and technology upgrades and modernization projects (collectively, the "Equipment") to be located at the Bancroft Middle School S.T.E.A.M. Academy (Science, Technology, Engineering, Arts and Mathematics), the John Muir Middle School S.T.E.A.M. Academy (Science, Technology, Engineering, Arts and Mathematics) and the San Leandro High School S.T.E.A.M. Academy (Science, Technology, Engineering, Arts and Mathematics), as more particularly described in the District's applications to the Department.

2. The District has received approval from Banc of America Leasing & Capital, LLC, for a lease financing obligation to finance the costs of the QZAB Program.

3. The District intends to finance (a) the QZAB Program through the issuance of Qualified Zone Academy Bonds (the "QZAB Lease Component") in the form of a financing lease in a total principal amount of $_____, and (b) the costs of issuance associated with the financing of the QZAB Program through the issuance of a taxable component of such financing lease in the amount of $_____ (the "Taxable Lease Component").

4. In order to provide financing for the QZAB Program, the District has proposed to lease the real property consisting of the land together with all buildings, facilities and other improvements located thereon comprising the District's Washington Elementary School located at 250 Dutton Avenue, San Leandro, California, as such real property is described more fully in Appendix B attached hereto and made a part hereof (the "Leased Property"), to the Corporation by entering into this Site Lease, for an up-front rental payment of $_____ (the "Site Lease Payment") which is sufficient for that purpose.

5. The Corporation has agreed to assist the District with such financing by entering into a Lease Agreement (Qualified Zone Academy Bond, Tax Credit) dated as of May 1, 2014 (the "Lease"), which has been recorded concurrently herewith, pursuant to which the Corporation will sublease the Leased Property back to the District and the District will make lease payments (the "Lease Payments") to the Corporation.

6. The Lease Payments are comprised of two separate components – those Lease Payments (the "QZAB Lease Payments"), which will be sufficient to repay the QZAB Lease Component as the same becomes due and payable, as shown on Appendix C-1 of the Lease, and those Lease Payments (the "Taxable Lease Payments"), which will be sufficient to repay the Taxable Lease Component as the same becomes due and payable, as shown on Appendix C-2 of the Lease.

7. In order to raise the funds needed for the financing, the Corporation has assigned certain of its rights under this Site Lease and the Lease, including, but not limited to, the right to receive and enforce payment of the QZAB Lease Payments and the Taxable Lease Payments, to Banc of America Leasing & Capital, LLC, and its successors and assigns (the "Assignee"), under an Assignment Agreement dated as of May 1, 2014 (the "Assignment Agreement"), between the Corporation and the Assignee, which has been recorded concurrently herewith; and

8. The District is authorized to enter into a lease-leaseback arrangement with the Corporation to provide financing for the QZAB Program under Sections 17455 and 17456 of the California Education Code and other applicable State law.

A G RE E M E N T:

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Corporation formally covenant, agree and bind themselves as follows:

Section 1. Lease of Leased Property. The District hereby leases to the Corporation, and the Corporation hereby leases from the District, the Leased Property as described more fully in Appendix B, on the terms and conditions hereinafter set forth.

Section 2. Term; Possession. The term of this Site Lease commences, and the Corporation becomes entitled to possession of the Leased Property, as of the date of recordation hereof. This Site Lease ends, and the right of the Corporation hereunder to possession of the

Leased Property thereupon ceases, on the date on which all of the outstanding Lease Payments are paid in full, or provision is made for such payment in accordance with the Lease, and the Lease has been terminated in accordance with its terms.

Section 3. Rental. The Corporation shall pay to the District as and for rental of the Leased Property hereunder, the Site Lease Payment to be paid on the date hereof. The Corporation shall cause the amount required for such purpose to be provided from the Assignee in accordance with the Assignment Agreement.

Section 4. Purpose of this Site Lease; Sublease Back to District. The purpose for which the District agrees to lease the Leased Property to the Corporation hereunder is to enable the District and the Corporation to finance the QZAB Program from the rental payment made to it by the Corporation under Section 3. The Corporation hereby agrees to sublease the Leased Property back to the District under and pursuant to the terms of the Lease.

Section 4A. Substitution or Release of Property. If the District exercises its option under Section 4.8 of the Lease and satisfies the conditions therein provided to substitute property for the Leased Property in whole or in part, such substitution shall also automatically operate to substitute property for the Leased Property leased hereunder. If the District exercises its option under Section 4.9 of the Lease and satisfies the conditions therein provided to release any portion of the Leased Property from the Lease, such release shall also automatically operate to release property hereunder. The description of the real property leased under the Lease shall conform at all times to the description of the real property leased hereunder.

Section 5. Assignments and Subleases. The District hereby acknowledges and agrees that all rights of the Corporation in this Site Lease and the Lease will be assigned by Corporation to the Assignee. The Corporation may not further assign its rights under this Site Lease or sublet all or any portion of the Leased Property, without the prior written consent of the Assignee, except as provided in the Lease and the Assignment Agreement.

Section 6. Right of Entry. The District reserves the right for any of its duly authorized representatives to enter upon the Leased Property, or any portion thereof, at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 7. Termination. The Corporation agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property in the same good order and condition as the Leased Property was in at the time of commencement of the term hereof, reasonable wear and tear excepted, and agrees that all buildings, improvements and structures then existing upon the Leased Property will remain thereon and title thereto will vest thereupon in the District for no additional consideration.

Section 8. Default. If the Corporation defaults in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for 30 days following notice and demand for correction thereof to the Corporation, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Lease shall be deemed to occur as a result thereof and this Site Lease may not be terminated by

the District as a remedy for such default. Notwithstanding the foregoing, so long as the Lease remains in effect, the District shall continue to pay the Lease Payments to the Assignee in accordance with the Lease and the Assignment Agreement. In the event of the occurrence of an Event of Default under the Lease, the Corporation may (i) exercise the remedies provided in the Lease, (ii) use the Leased Property for any lawful purpose, subject to any applicable legal limitations or restrictions, and (iii) exercise all options provided herein or under applicable law.

Section 9. Amendments. The Corporation and the District may at any time amend or modify any of the provisions of this Site Lease, but only with the prior written consent of the Assignee.

Section 10. Quiet Enjoyment. The Corporation at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy all of the Leased Property, subject to the provisions of the Lease and subject only to Permitted Encumbrances.

Section 11. Waiver of Personal Liability. All liabilities under this Site Lease on the part of the Corporation are solely corporate liabilities of the Corporation as a nonprofit public benefit corporation, and the District hereby releases each and every member and officer of the Corporation of and from any personal or individual liability under this Site Lease. No member or officer of the Corporation or its governing board is at any time or under any circumstances individually or personally liable under this Site Lease for anything done or omitted to be done by the Corporation hereunder.

Section 12. Taxes. The District will pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Leased Property and any improvements thereon.

Section 13. Eminent Domain. If the whole or any part of the Leased Property, or any improvements thereon, are taken by eminent domain proceedings, the interest of the Corporation will be the aggregate amount of the then unpaid principal components of the Lease Payments payable under the Lease and the balance of the award, if any, will be paid to the District. The District hereby waives any and all rights that it has or may hereafter have to acquire the interest of the Corporation in and to the Leased Property through the eminent domain powers of the District. The District hereby agrees, to the extent permitted by law, that the compensation to be paid in any condemnation proceedings brought by or on behalf of the District with respect to the Leased Property or any improvement thereon shall be in an amount not less than the total unpaid principal component of Lease Payments plus the interest component of Lease Payments accrued to the date of payment of all Lease Payments under the Lease.

The District covenants and agrees that in the event any issue, claim or dispute arises with respect to access, zoning, subdivision or other matters relating to title of the Leased Property, including any exception disclosed in the title insurance policy required by Section 5.7 of the Lease (each defined as a "Property Dispute"), the District will take all steps necessary to promptly quiet and eliminate such Property Dispute and/or to provide Corporation with reasonable access to the Leased Property.

Section 14. Notices. Any notice, request, complaint, demand or other communication under this Site Lease must be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopy, telex or other form of telecommunication, at its number set forth below. Notice will be effective either (a) upon transmission by telecopy, telex or other form of telecommunication, (b) 48 hours after deposit in the United States mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The District, the Corporation and the Assignee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the District: San Leandro Unified School District
14735 Juniper Street
San Leandro, California 94579-1222
Attention: Associate Superintendent, Business and Operations

If to the Corporation: California Public Agencies Financing Corporation
1300 Clay Street, Suite 1000
Oakland, California 94612
Attention: _____

If to the Assignee: Banc of America Leasing & Capital, LLC
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, Maryland 21031
Attention: Contract Administration
Fax: (443) 556-6977

Section 15. Governing Law. This Site Lease is governed by the laws of the State of California.

Section 16. Third Party Beneficiary. The Assignee is hereby made a third party beneficiary hereunder with all rights of a third party beneficiary.

Section 17. Binding Effect. This Site Lease inures to the benefit of and is binding upon the Corporation, the District and their respective successors and assigns, subject, however, to the limitations contained herein.

Section 18. Severability of Invalid Provisions. If any one or more of the provisions contained in this Site Lease are for any reason held to be invalid, illegal or unenforceable in any respect, then such provision or provisions will be deemed severable from the remaining provisions contained in this Site Lease and such invalidity, illegality or unenforceability shall not affect any other provision of this Site Lease, and this Site Lease shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Corporation and the District each hereby declares that it would have entered into this Site Lease and each and every other Section, paragraph, sentence, clause or phrase hereof irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Site Lease may be held illegal, invalid or unenforceable.

Section 19. 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.

Section 20. Execution in Counterparts. This Site Lease may be executed in any number of counterparts, each of which is an original but all together constitute one and the same instrument. It is also agreed that separate counterparts of this Site Lease may be separately executed by the Corporation and the District, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the District.

Section 21. Defined Terms. All capitalized terms used herein and not otherwise defined have the respective meanings given those terms in the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the District and the Corporation 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.

SAN LEANDRO UNIFIED SCHOOL DISTRICT, as Lessor

By _____
Superintendent

Attest:

_____
Secretary

CALIFORNIA PUBLIC AGENCIES FINANCING CORPORATION, as Lessee

By _____
Its _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____}

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }
COUNTY OF _____}

On _____ before me, _____, Notary Public, personally appeared _____, 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 _____

APPENDIX A

SAN LEANDRO UNIFIED SCHOOL DISTRICT QZAB PROGRAM

Proceeds from the QZABs will finance connecting schools into the City of San Leandro's fiber optic loop, network and technology upgrades and modernization projects at each of the S.T.E.A.M. Academies to be located at the Bancroft Middle School, the John Muir Middle School and San Leandro High School, designed to provide students academic training in the areas of science, technology, engineering, arts and math (S.T.E.A.M.) and to enhance digital literacy at the secondary level. Equipment, technical assistance, training and online support will be provided by OSIsoft, as well as bandwidth support provided by Lit San Leandro, all as more particularly described in the District's three applications to the California Department of Education ("CDE") for Qualified Zone Academy Bond Allocation, all dated February 24, 2014.

APPENDIX B

DESCRIPTION OF THE LEASED PROPERTY

The Leased Property consists of the following described land located in the City of San Leandro, County of Alameda, State of California, together with all buildings, facilities and other improvements which constitute real property and which are located thereon:

CERTIFICATE OF ACCEPTANCE OF SITE LEASE

This is to certify that the interest in real property conveyed by the Site Lease, dated as of May 1, 2014, between San Leandro Unified School District, as lessor, and California Public Agencies Financing Corporation, as lessee (the "Corporation"), is hereby accepted by the undersigned officer on behalf of the Corporation and the Corporation consents to recordation thereof by its duly authorized officer.

Dated: _____, 2014

CALIFORNIA PUBLIC AGENCIES
FINANCING CORPORATION,
as Lessee

By _____