LICENSE AND USE AGREEMENT

(Bus Facility / Pending Lease Documentation)

San Leandro Unified School District ("**Owner**"), is the owner of real estate located at 14751 Juniper Street, San Leandro, CA 94579, containing approximately +/-29,584sf of parking, as more completely shown on **Exhibit A** attached hereto, which land is improved with, among other things a paved and lighted parking lot and a portion of one (1) building(s) consisting of 1 large private office area containing approximately +/-1,000 square feet as shown on Exhibit A. If more parking is required, the district shall provide. The Tenant shall be granted access to the restrooms located in the common area. (the land, together with all buildings and improvements located thereon being referred to collectively herein as the "**Property**").

First Student, Inc., ("**Licensee**"), desires to lease the Property from Owner, and Owner intends to lease the Property to Licensee, pursuant to a lease to be prepared and negotiated ("**Lease**"). Prior to entering into the Lease Agreement, Licensee desires to have access to, and use of, the Property in order to conduct its business, and Owner desires to grant a license for such access and use.

Owner has agreed to grant a license to Licensee for the use and occupancy of the Property for the License Term set forth herein in accordance with the terms and conditions of this License and Use Agreement ("**Agreement**").

Now therefore, in consideration of the foregoing premises and other good and valuable consideration, Owner and Licensee agree as follows:

1. Owner grants to Licensee, and Licensee accepts, upon the terms and conditions set forth below, a license for the exclusive use and occupancy of the Property for the purpose of conducting Licensee's business thereon (the "**License**"). Licensee agrees that it will comply with all reasonable rules imposed by Owner for the use of the Property and all laws, ordinances, and regulations applicable to Licensee's use.

2. The license granted in this Agreement will commence on August 10, 2016, and will continue for a period ("**License Term**") terminating on the earlier of: (a) any time before the Lease is mutually signed, upon at least thirty (30) days prior notice by either party to the other party electing not to proceed to negotiate and enter into the Lease, and (b) if the Lease is mutually signed, the day before the commencement date under the Lease (or any other date on which Licensee effectively terminates the Lease based on any contingencies or other provisions). Subject to the foregoing, the parties agree to move forward with due diligence towards completion of negotiations and documentation regarding the Lease.

3. Licensee will pay a license fee to Owner in the gross amount of one dollar ($1.00) per year during the License Term, on the first day of each calendar month. The license fee for any partial month will be prorated on a per diem basis.

4. During the License Term, Owner will be responsible for the utility charges attributable to the Property, and Owner will timely pay all real estate taxes and assessments applicable to the Property. Licensee will arrange for telephone service to be put in Licensee's name and Licensee will pay the charges related to such service.

5. Licensee will keep the Property in a clean and orderly condition during the License Term, and will surrender the Property at the termination of this Agreement in substantially the same condition as when Licensee took occupancy of the Property, ordinary wear and tear and damage by casualty or third party cause excepted.

6. During the License Term, Licensee will carry commercial general liability insurance covering claims arising from Licensee's use of the Property, with Owner as an additional insured. Owner will carry hazard insurance on the improvements on the Property. The parties agree to look solely to their respective insurance policies for any damage to their respective property interests, regardless, to the extent permitted by law, of negligence by any party or any other cause of an insurable type, and mutually waive such claims against each other and subrogation rights on behalf of their respective insurance carriers.

7. Subject to Section 6, Licensee will indemnify, defend and hold Owner harmless from and against any and all liens, claims for personal injury or property damage, violations of environmental laws, causes of action and expenses (including reasonable attorneys fees), arising out of Licensee's use and occupancy of the Property during the License Term. Subject to the foregoing, Owner will be responsible for, and will indemnify, defend and hold Licensee harmless from and against, the foregoing matters and all environmental conditions affecting the Property.

8. Owner and Licensee represent to each other that they have full power and authority to enter into this Agreement.

9. Any notice required by the terms of this Agreement to be given by one party hereto to the other or desired so to be given, will be sufficient if in writing, contained in a sealed envelope, and if sent by United States registered or certified mail, return receipt requested, or sent by overnight courier service for next day business delivery, addressed as follows:

LICENSEE:

First Student, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attn.: Real Estate

with copy to:

First Student, Inc.
600 Vine Street, Suite 1400
Cincinnati, OH 45202
Attn.: General Counsel

OWNER:

San Leandro Unified School District
835 E. 14th Street
San Leandro, CA 94577

All notices to or demands upon Owner or Licensee mailed by registered or certified mail, return receipt requested, will be deemed served and effective on the earlier of: (a) the third (3rd) business day following the day on which the same will have been mailed with sufficient postage prepaid, or (b) the delivery date indicated on the return receipt. Notice sent by overnight courier service will be deemed given and effective upon the next business day after such notice is delivered to or picked up by the overnight courier service.

Owner and Licensee have duly executed and delivered this Agreement this 10th day of August, 2016

OWNER:

San Leandro Unified School District

By: _____
Name: Kevin Collins
Its: Assistant Superintendent

LICENSEE:

First Student, Inc.

By: _____
Name: Michael Petrucci
Its: Vice President / General Counsel

EXHIBIT A

SITE PLAN, SURVEY OR DRAWING

